

CDC Victoria Pty Ltd (CDC) Charter Terms and Conditions

These Terms and Conditions set out the agreement between CDC Victoria Pty Ltd ABN 21 006 822 420 (and each of its related bodies corporate) (CDC) and the Hirer (you) for Charter Services unless the parties otherwise expressly agree in writing. By confirming your Booking, you accept these Terms and Conditions.

1. DEFINITIONS

- (a) **'Booking'** means a confirmed reservation for providing the Services.
- (b) **'Business Day'** means a day other than a Saturday, Sunday or public holiday in the State where the Services will be delivered.
- (c) **'Driver'** means the person employed or contracted by CDC to be in control of and/or operate the Vehicle.
- (d) **'Hirer'** refers to the person and/or organisation making the booking.
- (e) **'Fee'** means the price CDC will invoice you for providing the Services as per the Quotation (as adjusted in accordance with the Quotation and/or the Terms).
- (f) **'GST'** and **'GST Act'** have the meanings given in the *A New Tax System (Goods and Services Act 1999 (Cth))*.
- (g) **'Losses'** means all losses, damages, costs, liabilities and expenses, but excludes indirect, special or consequential losses.
- (h) **'Passenger(s)'** means the person(s) travelling in the Vehicle, excluding the Driver.
- (i) **'Quotation'** means the price CDC has quoted you for providing the Services, including GST.
- (j) **'Services'** means the charter services to be provided by CDC.
- (k) **'Travel Time'** means the time at which the Services are to commence.
- (l) **'Vehicle'** means a bus, coach or other vehicle used by CDC for providing the Services.

2. QUOTATIONS AND BOOKINGS

- 2.1 Quotations are valid for 30 days from the date of written quotation. A quote does not reserve or guarantee any Vehicle and will be subject to availability at the time of confirmation of a booking. CDC will not accept tentative bookings. It is the Hirer's responsibility to verify details set out in the Quotation before accepting the Quotation.
- 2.2 Hirer may accept a Quotation and confirm by contacting CDC via email or phone, details of which may be found on CDC's website.
- 2.3 If at any time before the date of providing the Services, there is an increase in any third-party costs applicable to the Services (for example, parking fees, road tolls or airport charges), CDC reserves the right to pass on these additional costs on to the Hirer.

- 2.4 If there is any inconsistency between the Quotation and these Terms, the terms of the Quotation will prevail.
- 2.5 CDC reserves the right to amend these Terms at any time without notice to the Hirer. The Terms that apply are the Terms in force on the date of a Booking.
- 2.6 For all charters taking place after business hours (including weekends), the Hirer is responsible for providing CDC with the contact details of a nominated person.
- 2.7 For any extended charters, the Hirer must provide emergency contact details and a passenger manifest.
- 2.8 For any extended charters (overnight and/or continual days), the Hirer is responsible for booking suitable accommodation (single room) for the driver(s) at the Hirer's cost unless otherwise stated. If CDC is required to arrange the accommodation, the cost will be charged to the Hirer in addition to the Fee.

3. BOOKING AMENDMENTS AND CANCELLATIONS

- 3.1 For services other than school charter services, no cancellation fee is payable by the Hirer if the Hirer cancels a Booking more than five (5) Business Days prior to the Travel Time. If the Hirer cancels a Booking less than five (5) Business Days prior to the Travel Time but greater than one (1) Business Day prior to Travel Time, a cancellation fee of \$150 plus 25% of the Fee is payable by the Hirer.
- 3.2 For school charter services, if the Hirer cancels a Booking more than one (1) Business Day prior to the Travel Time, no cancellation fee is payable by the Hirer.
- 3.3 If the Hirer cancels a Booking less than one (1) Business Day prior to the Travel Time or is a 'no show', the full Fee for the Services will be invoiced to the Hirer. This is applicable for any charter, including school charter services.
- 3.4 The notice of cancellation must be provided to CDC in writing.
- 3.5 CDC may at its discretion waive payment of cancellation fee or reduce the cancellation fee if Hirer cancels the Services due to events outside the Hirer's reasonable control.
- 3.6 CDC reserves the right to cancel the Services at any time due to events or circumstances beyond its control. In such a case, CDC will reimburse the amount paid by the Hirer (if applicable) and will not be liable for any costs or losses or damages incurred by the Hirer as a result of the cancellation, including consequential or indirect damages (such as cost of alternative travel arrangements, costs of connecting to another service or subsequent journey).
- 3.7 If the Hirer requests an amendment/change to the Booking, CDC may agree to the amendment at CDC's absolute discretion and subject to availability of an alternate

Service at the time of request, compliance with the National Heavy Vehicle Fatigue Rules and CDC's safety policies. CDC will revise the quotation to reflect the changed booking.

4. PAYMENT, COSTS AND CHARGES

- 4.1 Fees must be paid to CDC in full by the Hirer at least 7 days prior to the Travel Time with the exception of school charter services, contracted services or if other arrangements have been made by CDC management.
- 4.2 For all school charter services, contracted services or where agreed by CDC, fees must be paid to CDC in full by the Hirer within 30 days of the invoice date.
- 4.3 If CDC incurs any costs resulting from damage caused to the Vehicle by Passenger(s), the Hirer will be directly responsible for such costs. Such costs may include repair and replacement costs. If additional cleaning is required due to the acts of Passengers, CDC may charge the Hirer a cleaning fee of \$250.00 or the actual expenses incurred by CDC, whichever is higher.
- 4.4 CDC may at any time, upon written notice to the Hirer, adjust the Quotation (whether accepted or not) and/or the Fee (including without limitation impose any surcharge and/or the like, whether included in the Quotation or not) to cover any increase in the costs of providing the Services that are beyond CDC's control or anticipation.

5. PASSENGER CONDUCT

- 5.1 CDC will always act in the best interests of passengers to ensure their safety. The Hirer and Passenger(s) must, always, comply with CDC's reasonable instructions.
- 5.2 Hirer (on behalf of him/herself and Passenger(s)) agrees while on board the Vehicle:
 - (a) to wear seatbelts where the Vehicle is fitted with seatbelts;
 - (b) not to smoke or vape;
 - (c) not carry or consume drugs or alcohol;
 - (d) not to behave in a manner that is threatening, violent, aggressive, disorderly or unruly towards other persons or causes discomfort or offence to other people including Passenger(s) and Driver;
 - (e) not to carry/bring baggage which may compromise the safety of the Vehicle or the safety or health of any person in the Vehicle;
 - (f) not to place any part of their body outside the Vehicle whether the Vehicle is stationary or moving;
 - (g) that the Driver will not disobey speed restrictions irrespective of delays;
 - (h) not to break any law.
- 5.3 The Hirer (on its own and on Passenger(s) behalf) permits the Driver to:

- (a) refuse entry to Passenger(s) under the influence of alcohol or drugs;
- (b) disembark Passenger(s) who are or who (in the Driver's reasonable opinion) appear to be under the influence of drugs or alcohol;
- (c) disembark Passenger(s) who are or become sick to an extent that it poses a threat or an unreasonable inconvenience to other Passenger(s);
- (d) take such measures as are necessary to seek emergency assistance from available services. Costs of such emergency service provision rest with the Passenger(s).

5.4 If a Booking is one of many Bookings, CDC reserves its right to terminate future Bookings if the Hirer or Passenger's conduct violates these conditions and in CDC's opinion, the conduct is serious and/or repeated.

5.5 Any costs incurred by the Hirer or Passenger(s) who are refused carriage by CDC or removed from a Vehicle, including costs of alternate travel, will be borne by the Hirer.

6. PASSENGER PROPERTY

6.1 Whilst CDC will take all reasonable care with Hirer and Passenger property, it does not accept liability for any damage to, or loss of baggage or property on the Vehicle. The Hirer and its Passenger(s) are solely responsible for all baggage and property, including carry-on baggage. CDC will not be liable for loss, theft of or damage to baggage or personal property. CDC strongly recommends that no valuables are left on the Vehicle at any time, even if that Vehicle is locked.

6.2 CDC will determine, in its sole discretion, whether and to what extent any baggage can be carried on the Service, taking into account the Vehicle's carrying capacity. Each baggage item must not exceed 20 kilograms.

6.3 CDC expressly prohibits the carriage of the following items on its Services:

- (a) fuel containers or gas bottles;
- (b) generators;
- (c) explosives or fireworks;
- (d) firearms and weapons, including knives and scissors;
- (e) animals, except for assistance dogs; and
- (f) items the driver reasonably determines are unsuitable for carriage because they are dangerous or unsafe due to their weight, size, shape or character, or which are fragile or perishable.

6.4 All lost property found on the Vehicle (excluding perishable items, hazardous waste, dangerous goods or other items that present a risk to health or safety) will be returned to the relevant CDC depot and registered in the Lost and Found Register. Lost property can be collected from the relevant depot during business hours. It is the Hirer's/Passenger's responsibility to collect the property and bear any costs incurred to collect it.

7. CCTV FOOTAGE ACCESS AND USE

7.1 The Hirer consents to CDC:

- (a) accessing and viewing closed-circuit television (CCTV) footage that captures images or footage of the Passengers, and/or Hirer's representatives (as applicable) for CDC's operational, safety and compliance purposes;
- (b) using and disclosing CCTV footage that captures images or footage of the Passengers and/or Hirer's representatives (as applicable) including:
 - i. for a legitimate purpose related to the employment of employees of CDC or the legitimate business activities or functions of CDC;
 - ii. disclosure to a member or officer of a law enforcement agency or other regulatory authority for use in connection with the detection, investigation or prosecution of an offence or investigation of an incident;
 - iii. use or disclosure for a purpose that is directly or indirectly related to the taking of civil or criminal proceedings;
 - iv. use or disclosure that is reasonably believed to be necessary to avert an imminent threat of serious violence to persons or of substantial damage to property; or
 - v. reviewing student behaviour in response to an incident on the Vehicle (if applicable); and
- (c) storing such CCTV footage on CDC's systems or those of its authorised service providers.

7.2 Where applicable, the Hirer warrants that it has obtained and holds on file all necessary written consents from parents or guardians of students, permitting CDC's viewing, use and disclosure of CCTV footage as described in clause 7.1.

7.3 CDC may edit the CCTV footage prior to use or disclosure at its sole discretion.

7.4 The Hirer indemnifies and holds harmless CDC, its officers, employees, and contractors against any claim, demand, loss, or liability (including legal costs on a full indemnity basis) arising out of or in connection with:

- (a) any use and/or disclosure by CDC of CCTV footage in accordance with this clause; and
- (b) where applicable, any allegation that CDC did not have valid parental/guardian consent to record, use or disclose CCTV footage of a student.

8. LIABILITY

- 8.1 CDC will not be liable for any damage/s or loss/es incurred by the Hirer or Passenger(s) arising from the Services including damage/s or loss/es:
- (a) arising from any act, error or omission of a third party; and
 - (b) arising from any act, error or omission of any Passenger (including the Hirer).
- 8.2 Without limiting clause 8.1, in the event CDC is liable to the Hirer or Passenger(s) for any reason, its maximum liability is limited to the Fee for the Services. CDC will not be liable to the Hirer or Passenger(s) for indirect or consequential loss under any circumstances including loss of earnings or profit, cost/s of alternative travel or loss of opportunity in connection with the Services or the Booking.
- 8.3 CDC does not exclude or restrict in any way its liability under or in connection with these Terms for death or personal injury caused by its negligence or to any extent not permitted by law.

9. GST

- 9.1 Unless expressly stated otherwise, all Fees or other amounts payable under or in connection with this agreement are inclusive of GST.

10. PRIVACY

- 10.1 CDC agrees to collect, use, disclose, store, transfer any Personal Information (as defined under the *Privacy Act 1988* (Cth) obtained by CDC in connection with providing a Quotation or Service in accordance with its privacy policy (available at <https://comfortdelgro.com.au/privacy-data-protection-policy/>, or such other location as we may inform you in writing from time to time).
- 10.2 The Hirer warrants and undertakes that any Personal Information obtained by CDC is accurate and complete. The Hirer shall put in place adequate measures to ensure that the Personal Information in its possession or control remains or is otherwise accurate and complete, and shall take steps, as soon as practicable, to notify CDC of any errors or changes in the Personal Information disclosed to CDC.
- 10.3 The Hirer warrants and represents that in respect of Personal Information obtained by CDC, it has obtained all consents and authorizations required by law for the disclosure of such Personal Information and for CDC to collect, use, disclose, store, transfer Personal Information in accordance with this Agreement.

11. ENFORCEABILITY

- 11.1 If any provision or term of these Terms becomes or is declared illegal, invalid, or unenforceable, the relevant term or provision shall be deleted but all other Terms will remain valid.

12. COMPLAINTS & CUSTOMER SERVICE

- 12.1 CDC takes pride in providing a safe, clean and reliable transportation service and utilises feedback to improve its services. We would really appreciate it if any complaints or feedback could be provided in writing and within 30 days of the date of travel.

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