

State Transit Bus Charters Terms & Conditions

General Terms & Conditions:

By placing a booking with State Transit, the Hirer acknowledges they have read, understood and agree to accept the Terms & Conditions as detailed below.

In the following Terms and Conditions, 'the Operator' refers to the State Transit Authority of NSW ABN 51 750 635 629 the supplier of the Bus, the 'Driver' refers to the driver(s) of the Bus(s), the 'Hirer' refers to the person and/or organisation making the booking, The 'Bus' refers to the vehicle provided by the Operator to provide the services. There are two types of hirers; A 'Non-Account Hirer' refers to a Hirer without a registered account with the Operator (required to pay for charter bookings minimum 5 business days in advance), suitable for Hirers with ad hoc charter bookings. An 'Account Hirer' refers to a Hirer with a registered account with the Operator (invoiced fortnightly in arrears), suitable for regular Hirers. An 'Account Hirer Application Form' is required to be completed and can be obtained from the Operator on request.

1. Application of Terms:

These Terms & Conditions shall be effective immediately upon the Operator providing a quotation and/or accepting a booking by issuing a Booking Confirmation. The Hirer shall at all times remain solely responsible for the acts and/or omissions of the passengers permitted to travel by the Hirer (whether directly or indirectly) and therefore, any additional costs incurred by the Operator during the performance of the agreement shall be borne by the Hirer.

The Operator reserves the right to amend these Terms and Conditions at any time. The Terms and Conditions that apply are the Terms and Conditions in force on the date each Booking Quotation/Confirmation was issued.

2. Operational Boundaries & Limitations:

State Transit operates bus charter services alongside its responsibility to provide regular network scheduled services. As such, State Transit has limited capacity to supply charter buses during the regular network AM & PM peak periods (prior to 9.30am and after 2.30pm weekdays).

All booking requests are subject to bus and staff availability and the Depot Manager's discretion.

Except for cancellations in accordance with clause 8, once a booking request has been accepted and payment has been received, the booking will be honoured.

Charter services are not accepted beyond the boundaries of the Hawkesbury River Brooklyn and Putty Road Sackville to the North, Bells Line of Road Kurrajong, Great Western Highway Springwood and Warragamba Dam to the West and Camden, Waterfall and Royal National Park to the South. All routes are subject to access restrictions relating to RMS guidelines and Local Council requirements.

3. Charter Quotation & Booking Requests:

While general enquiries can be made over the phone (02 9582 5923), charter quotation and booking requests must be lodged via State Transit's online booking form <https://www.transport.nsw.gov.au/state-transit/chartering-a-bus>.

State Transit will email a quotation to the Hirer. All quotations are given subject to the Operator having an appropriate vehicle and driver at the time the Hirer accepts to proceed with the booking in writing via email.

Quotations are valid for 30 days unless agreed in writing via email; after such period, the Operator may at its absolute discretion vary the price, in which event a new quotation will be provided to the Hirer, deeming previous quotations null and void.

The Hirer must email State Transit to accept or reject the quotation. State Transit will then issue a Booking Confirmation.

4. Booking Confirmations & Amendments:

It is the responsibility of the Hirer to check the Booking Confirmation once received via email, for its accuracy and completeness. Any discrepancies or amendments to the booking must be communicated in writing via email to the Operator as a matter of urgency. At no time should verbal amendments be considered as confirmation of a change to an existing booking.

If the Hirer requires a booking amendment, the amendment will only be considered as implemented when the Operator has acknowledged the amendment with a new Booking Confirmation (otherwise, the Hirer will be subject to the terms of the original Booking Confirmation). Please note that depending on the nature of the booking amendment, additional charges may be required.

No amendment can be agreed with the Driver and the Driver does not have the authority to bind the Operator in any manner whatsoever.

The Operator may give advice on journey times in good faith, but cannot guarantee that the journey will be completed by a specific time and cannot be held responsible for any delays in arrival at a destination caused by factors outside of its control such as traffic conditions and/or adverse weather conditions. These factors should be taken into account by the Hirer when requesting a collection time when making a booking. The Operator shall have no liability to the Hirer for failing to arrive at a destination on time and shall bear no liability for late arrival at performances or events and the Hirer shall have no claim against the Operator for any reimbursement to the cost of any tickets for any such performance or event. It is strongly recommended that the Hirer should consider insuring against this risk if journey times are particularly crucial, for example, for the commencement of an event.

Late bookings/amendments to existing bookings within 4 business days of the date of charter are subject to a 'late booking/amendment fee' as defined in clause 5 below.

Late booking and amendment requests are not guaranteed; the Operator reserves the right to decline late bookings and amendment requests and either deliver the original service or cancel the booking by returning all money paid without further or other liability.

5. Additional Charges & Surcharges:

The Operator reserves the right to charge for any graffiti removal, excessive soiling or rubbish removal or damage to buses made by the Hirer and/or the passengers. In the event of vehicle damage or circumstances requiring additional cleaning, the Hirer agrees to pay the additional costs incurred.

Late bookings/amendments to existing bookings within 4 days of the date of charter are subject to a 'late booking/amendment fee' equivalent to 20% of the total booking cost.

Please also note that State Transit buses are often required for consecutive bookings and as such, it is important all passengers are ready to board at the specified pick up time to prevent delays to current and future bookings, as well as prevent driver fatigue breaches (see details and additional charges in Clause 6 Driver's Hours).

Additional charges may be incurred for late finishing as a result of actions of the Hirer. The additional charges will be applied in 15 minute intervals. State Transit will act reasonably before additional charges for late finishing are applied.

In the event that the Hirer delays pick up and the bus is required for the next charter booking, the Operator (where possible) will endeavour to send another vehicle and Driver to pick up passengers, with any additional expense incurred by the Hirer.

6. Driver's Hours:

Driver's hours and rest periods are strictly regulated by law and the Hirer accepts responsibility for timings agreed at confirmation of booking. The Hirer accepts that neither they nor their passengers shall delay or interrupt the journey in such a way as to cause the Driver to breach Driver hours regulations and must adhere strictly to all collection times contained in the Booking Confirmation. If any breach is likely to occur the Hirer agrees to pay any additional costs incurred.

If delays occur for whatever reason, the Operator may take whatever action is deemed necessary for the vehicle in order to comply with the law. Where delays do occur, the Operator cannot be held responsible for any losses arising as a result of those delays or non-performance of the services.

7. Cancellation by Hirer:

All requests for cancellations must be made in writing via email. Should the Hirer wish to cancel a booking, the following terms and charges shall apply.

General Cancellations

- 4 business days' or more notice before the commencement of the booking – full refund/no charge
- 2 – 3 business days' notice before the commencement of the booking – 50% of hiring fee charged
- 1 business day or less notice before the commencement of the booking - 100% of hiring fee will be charged

School Inclement Weather Cancellations

- Schools with inclement weather related cancellations beyond the control of the organiser (minimum 1.5 hours notice required) – full refund/no charge
- Less than 1.5 hours before the commencement of the booking – 100% of hiring fee charged
- School charter cancellations outside of inclement weather circumstances are subject to the Operator's standard cancellation terms as specified above under 'general cancellations'

8. Cancellation by the Operator:

In the event of any emergency, riot, civil commotion, strike, lock out, stoppage or restraint of labour or the happening of any event over which the Operator has no control (including availability of drivers and buses, adverse weather and road conditions), the Operator may, by returning all money paid and without further or other liability, cancel the booking.

9. Payment:

Non Account Customers

Full payment is required 5 business days before the hire. The Operator reserves the right to cancel your booking should payment not be made within the time scales above. Bookings are not confirmed until payment is received.

Account Customers

Account Customers will be invoiced fortnightly in arrears, for payment within 30 days from the date of invoice.

Payment must be made by Electronic Funds Transfer (EFT). Details of payment options along with a unique payment reference will be provided to the Hirer on a Tax Invoice.

Credit Card Transactions will incur a 0.4% surcharge fee.

10. Passenger Conduct:

It is incumbent upon the Hirer and the Hirer's party to behave in a proper manner for the duration of their journey. The Driver may refuse to continue a journey, refuse to allow a passenger or passengers to board the vehicle or request they exit from the vehicle if at their sole discretion, they consider any passenger to be unfit to travel or to be behaving in such a way that may compromise the safety of other persons, the contents of the bus or the bus itself (e.g. due to being intoxicated, aggressive, abusive and/or carrying any dangerous or prohibited substances). In such event, at the Driver's sole discretion, the journey may continue once the passenger or passengers have been removed from the bus however, should passenger conduct result in termination of the journey, the Operator reserves the right to cancel any other parts of that booking, and in such circumstances the forfeiture of any monies paid, and no claims for compensation or refund in either whole or part shall be entertained. Account Customers will be invoiced for the full value of that booking. Any damage caused to the vehicle by the Hirer or any of the passengers shall be the responsibility of the Hirer and the Hirer shall be liable for all costs related thereto. Where that booking is one of many bookings for the Hirer, State Transit reserves its right to terminate future bookings where the passenger behaviour was serious or repeated.

11. Customer Service:

State Transit takes pride in providing a safe, clean and reliable transportation service and utilises feedback to improve service delivery. Any complaints must be made promptly in writing by email. Complaints received more than 30 days after the date of travel will not be accepted. Any complaints regarding the condition of the vehicle supplied should be supported by photographic evidence.

12. Restrictions:

All buses are non-smoking by law. Food and beverages (other than water) are not to be consumed on any vehicle. The consumption of alcohol or illicit substances is prohibited.

Non-compliance with a Driver's request for passengers to refrain from eating, drinking, smoking or consumption of alcohol or illegal narcotics, may result in termination of the journey and/or cancellation of any other parts of a booking. In such circumstances, the Hirer accepts liability for the cost of the charter service, that no refunds will be provided and that the Operator will have no liability to the Hirer.

With the specific exception of recognised assistance dogs (which includes guide dogs), no animals are permitted to be carried on any vehicle. Failure to comply with this requirement may result in immediate termination of the journey and removal of the animal from the vehicle. A recognised assistance dog is one that has been specifically trained to assist a disabled person and will have formal identification.

13. Property:

Whilst the Operator will take all reasonable care with passenger's property, the Operator does not accept liability for any damage to, or loss of that property being carried on the vehicle. The Operator strongly recommends that no valuables should be left on the vehicle at any time, even if that vehicle is locked. Property found on the vehicle after hire will be held at the vehicle operating depot for a maximum period of 30 days. It is the Hirer's/passenger's responsibility to collect the property and any costs incurred to collect the property are to be borne by the Hirer/passenger.

14. Liability:

The Operator's liability to the Hirer under or in connection with this Agreement for all and any direct loss or damage arising from any one incident or series of connected incidents is limited to the booking value (excluding any Additional Charges arising by way of clause 5).

Neither the Operator nor the Hirer excludes or restricts in any way its liability under or in connection with these Terms and Conditions for death or personal injury caused by its negligence or to any extent not permitted by law.

15. Vehicle Photographs:

On request, the Operator can provide a photograph of the type of vehicle being supplied. Please note that the photograph supplied will be illustrative only and the vehicle supplied may be a different make/model with different livery and appearance.

16. Privacy:

By requesting a charter quotation via State Transit’s online booking form, the Hirer agrees to receive relevant marketing information from State Transit.

17. Enforceability:

If any provision or term of these Terms and Conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be deleted but all other terms will remain valid.

18. Change History

Version	Date	Action Officer	Change
2	16/9/2019	Transformation Project Officer	Amalgamated Form 038 and Form 039. Updated formatting and incorporated change history table

Appendix A – Charter Booking Process

