
MARSHALL'S BUS AND COACH
Charter Terms and Conditions Policy

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1 Introduction

1.1 Background

Marshall's Bus and Coach Company Pty Ltd (here after known as Marshalls), operate a fleet of bus and coaches from our base in Moruya NSW.

We provide charter services within the surrounding region and outside of the local area to places such as Canberra, Sydney, Dubbo etc.

Our coaches are configured with 24, 34, 48, 52 or 57 seats and are all seatbelt equipped.

Please note that as our 24 and 34 seat buses are used for school services, they are only available for weekend hire.

Two of our coaches (48 and 52 seats) are rest room equipped.

This document sets out our Terms and Conditions in relation to the charter of bus and coaches.

2 Charter Terms and Conditions

2.1 Application of Terms and Conditions

Passenger transport services and rates are offered by Marshalls under the following terms and conditions.

By confirming your booking, you accept that these terms and conditions will apply.

These Terms and Conditions cannot be varied by any of our employees, agents or other personnel or representatives. However, this does not affect our right to waive any fare rule or amount payable. A waiver on one occasion does not constitute a waiver on any other occasion.

As most of our clients are local schools, we require them to agree to and to acknowledge this document annually.

3 Quotations

All quotations are subject to bus, coach, and driver availability.

All prices quoted are exclusive of GST.

Prices quoted are only guaranteed if booked and confirmed within 7 days of the quotation unless otherwise stated. All issued quotes are valid for a period of 14 days.

4 Rates Information

Our rates are provided to you based on the information that you have provided to us.

We reserve the right to amend rates at any time should there be any increases in costs (including, but not limited to, fuel, wages, or taxes) during the effective period.

5 Credit Card Charges

If you choose to pay via credit card, the following fees will apply:

- Square – 2.2% of transaction value.

6 Amendments to Bookings

Any amendment to your booking after confirmation can only be accepted subject to availability.

Requests for amendments must be made by contacting the Marshall's office on (02) 4474-4991 or our after-hours mobile number 0455 455 622. Our preference is to receive amendments in writing however confirmation of amendments by phone are accepted.

We reserve the right to charge an amendment fee (up to \$50 per change request) in respect of any change to your booking (e.g. Stops, Locations, Times etc), in addition to any other applicable charges in relation to the amendment (such as road tolls).

7 Charges (incl. Parking, Tollways, Park Entry Fees)

Reasonable airport parking and toll fees are included in quotes where applicable.

Please note that any charges included in our quotes are indicative only and do not constitute the final invoice. The final price for charges will be the total of all charges incurred to complete the charter as requested.

Tolls and Parking are governed by the relevant State Authorities and these charges are subject to change without notice.

National Park entry fees are not included in our quotes. Should your itinerary require entry to any National Park, and we incur costs for that entry, you will need to pay for all National Park entry fees incurred.

Any newly introduced third party charges and any increases in statutory charges or taxes such as new tollways, airport parking fees, GST, carbon tax or any other third-party fees introduced in the effective period, will be payable by you.

8 Cancellation Fees

If you are unable to proceed with your booking or change your mind, we reserve the right to charge a cancellation fee as follows:

- Bookings cancelled more than 7 days prior to travel – No Cancellation Fee
- Bookings cancelled between 7 days prior to travel and more than 24 hours prior to travel - \$200.00 (excl GST) Cancellation Fee
- Bookings cancelled within 24 hours of travel – Cancellation Fee is 100% of the quoted amount.

In all cases the total cancellation fee charged will not exceed the value of the booking.

In addition to any cancellation fee charged by us, you will also be responsible for payment of any cancellation fees or charges levied by third parties (such as venue or accommodation providers) that may be relevant to your booking.

9 Extensions

Our calculation of quotes takes into consideration 30 minutes wait time only from booked departure time. Vehicles departing more than 30 minutes after the booked departure time may incur additional charges.

All charges that result from bookings that 'run over' the scheduled termination time will be payable by you. This includes charges where bookings 'run over' the scheduled termination time due to flight changes, traffic delays or your decision to extend the booking.

10 Special Events and Public Holiday surcharges

Surcharges may be applicable for certain sporting events, cultural events and significant days such as 31 December (New Years Eve).

Surcharges will apply to all public holidays including but not limited to 25th December, 01 January and Easter holidays (dependent on nominated dates).

Please Note: It is your responsibility to inform us if your event falls over a public holiday.

11 Payment Terms and Conditions

Full payment of the invoice must be made within 30 days from the invoice date.

Payment terms are strictly upon receipt of invoice, or as otherwise specified.

Our banking details for payment are on the bottom of invoice.

Payments can also be made via Credit Card, please contact this office to arrange this method.

12 Conduct during Travel

12.1 Seat belts

Our entire fleet of buses are equipped with seat belts. By law, all passengers are required to wear them.

Under Clause 89 of the Passenger Transport (General) Regulation 2017 (NSW), bus operators and drivers must take reasonable steps to ensure passengers are made aware of the need to wear seatbelts when travelling on a bus, and by law, all passengers must use seat belts in any bus that is fitted with them.

Drivers are not accountable under law if passengers, including school students, fail to use the seatbelts provided. Under no circumstances should a driver physically intervene when a student refuses to wear a seatbelt.

12.2 Dress Standards

We require all passengers to conform to minimum dress standards on any service which includes a shirt, shorts / trousers / skirt, and footwear.

12.3 Food and Beverage Consumption

Food & Beverages are not to be consumed on any vehicle (except for bottled water).

A cleaning fee may be charged should there be any damage to the vehicle caused by food and drink spillage.

12.4 Smoking and e-Cigarettes

Smoking and e-Cigarettes (vaping) is not permitted by law on any vehicle.

12.5 Responsibility for Luggage

You are responsible for all luggage, carry-on luggage, and personal items.

We accept no responsibility and will not be liable for any damage to (unless the damage was caused by our negligence at no fault by the passenger), theft or loss of any luggage whilst on our premises including when on board a vehicle.

12.6 Prohibited Items

We may refuse carriage of any luggage if we reasonably believe that the luggage is:

- Unsafe,
- A hazardous substance or dangerous good,
- Likely to be damaged during travel, or
- Likely to cause damage to other passenger luggage or any other property.

In the event we refuse to carry luggage, you will be responsible for all costs of alternate arrangements.

12.7 Unclaimed Luggage

If a passenger leaves an item of luggage on one of our vehicles:

- We will make all reasonable efforts to identify the owner of the luggage and notify them of the unclaimed luggage. Collection of the luggage will be the sole responsibility of the passenger.
- Any freight fees incurred in transporting the luggage to an alternate location will be borne solely by the passenger. We will store the item as lost property for a period of 90 days. Should the item remain unclaimed at the expiry of that storage period, the item will be disposed of at our sole discretion.
- We will not be liable for any loss, expense or inconvenience incurred by the passenger.

13 Scheduling

We will use our best efforts to arrive, depart and get to your destination by the scheduled times.

However, our ability to provide timely and safe travel services is highly dependent on many factors that exist beyond our reasonable control. For this reason, we do not guarantee that we will depart or arrive at the specified times when you make your booking.

We recommend that when making travel plans, you ensure that you allow enough time for contingencies and obtain insurance to allow for any unexpected disruptions.

14 Driver Hours

Driver's Hours (Fatigue management) and rest periods are strictly regulated by Australian Law and the clients accepts responsibility for timings agreed at confirmation of booking.

The client 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's Hours regulations and must adhere strictly to all collection times contained in the booking. If any breach is likely to occur the client agrees to pay any additional costs incurred

If delays occur for whatever reason, Marshalls may take whatever action is deemed necessary for the vehicle to comply with the law. Where delays do occur, Marshalls cannot be held responsible for any losses arising because of those delays or non-performance of the services unless they are due solely to the negligence of Marshalls.

15 Damage to Vehicle

You are responsible for any damage to a vehicle caused by a passenger on your booking.

You will not be responsible for damage caused by the actions of us or any of our employees.

16 Right to Refuse Travel

We reserve the right to refuse travel or remove from the vehicle any passenger, where the passenger:

- Behaves in a disruptive, threatening, or unlawful manner and may pose a threat to themselves, other passengers, our staff or property.
- On our reasonable assessment, appears to be under the influence of alcohol or any other drug or appears to be in possession of any unlawful substance.
- Is afflicted by an infectious disease that poses risks to other passengers.
- Is observed smoking or attempting to smoke a cigarette on board a vehicle, including any onboard toilet facility.
- Fails to comply with any applicable laws, rules, regulation, or order.
- Has previously breached our Terms and Conditions, or
- Fails to comply with these Terms and Conditions.

Endorsement

Name	Title	Agreement	Signed	Date
Peter Marshall	Director	Endorsed	<i>P Marshall</i>	10-8-23
Melissa Seidel	Director	Endorsed	<i>mseidel</i>	31/7/23

Document Control

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