

This is an important legal document that contains the Terms and Conditions of your Charter Agreement.

Definitions –

- Agreement:** Comprises these Terms and Conditions and your Charter Confirmation Email which contains the details particular to you.
- Customer:** Any individual, company, incorporated association or any other entity entering into this Agreement with the Owner, including any agents or authorised representatives of the aforementioned entities.
- Owner:** Refers to RC & MF Perks T/As Cairns Bus Charters in addition to Cairns Bus Charters Pty Ltd. The Owner also extends to include any authorised representatives, employees or agents of the aforementioned entities.
- Vehicle:** Refers to any car, bus, trailer or any other vehicle being chartered by the Customer, including all property of the Owner's within, or forming part of, the vehicle/s regardless of whether or not the vehicle/s and/or property are explicitly referred to within the Agreement.
- Depot:** The Owner's address of 276 Hartley Street, Cairns QLD 4870.

Section 1 – Customer Acknowledgements

- 1.1 The Customer warrants that the particulars set forth on the Agreement are true and correct
- 1.2 The Customer warrants that any person entering into this Agreement on behalf of an individual, company, incorporated association, or any other entity, is an agent of that entity, and is authorized to enter into this Agreement.
- 1.3 The Customer agrees to comply with all terms of this Agreement which comprises these Terms & Conditions in addition to the Charter Confirmation Email.
- 1.4 The customer is required to wait at the agreed pick-up location, 5 minutes prior to the pick-up time.
- 1.5 Pick-up times when confirmed are subject to change - allow 5 to 10 minutes due to traffic conditions.
- 1.6 The Customer is responsible for ensuring that all requests for alterations to the Charter schedule are submitted to the Owner in writing at least twenty-four (24) hours prior to the service date. All alterations are subject to availability, written confirmation from the Owner and additional charges may apply.
- 1.7 The Customer is responsible for ensuring that all cancellation requests are submitted to the Owner in writing at least seventy-two (72) hours prior to the service date via e-mail (info@cairnsbuscharters.com) to avoid cancellation fees. The Owner will not accept any cancellation requests submitted by any other means. Cancellation requests received within seventy-two (72) hours of the service date will incur a cancellation fee equal to 30% of the original service charge. Cancellation requests received within twenty-four (24) hours of the service date will incur a cancellation fee equal to 100% of the original service charge.
- 1.8 The owner will not be responsible for any costs incurred by the Customer and/or third-parties as a result of a delay or cancellation of our service. This clause does not affect any rights or remedies under the Australian Consumer Law which cannot be excluded, restricted or modified.
- 1.9 The Owner is not liable to any person. The Customer indemnifies the Owner for any loss, cost, claim, expense or damage arising directly or indirectly from:
 - i) any loss of or damage to any property stolen from the Vehicle or otherwise lost during the service or any property left in the Vehicle after the completion of the service;
 - ii) any negligent act of the Customer; and
 - iii) any breach of this Agreement by the Customer.
- 1.10 The Customer is responsible for any loss and/or damage to their own property/goods and the property/goods of any guests/passengers during the Service period.
- 1.11 The Customer is responsible for any loss of profits/time, replacement vehicle costs, liquidated damages and any other costs incurred by the Customer and/or third-parties in the event of vehicle breakdown or any other interruption to the service.
- 1.12 Service times are approximate and are calculated from the Vehicle's departure from the Depot until the Vehicle's return to the Depot.
- 1.13 Overnight services can be subject to additional charges for driver accommodation and meals. Any such charges will be disclosed prior to the agreement to services.
- 1.14 The owner reserves the right to alter any itinerary without notice where it is deemed to be necessary by the Owner to ensure appropriate service delivery to the Customer.
- 1.15 Some services may be sub-contracted to third-party service providers without notice and are covered by this agreement.

Section 2 – Vehicle Use

- 2.1 The vehicle must not be used for any purpose or in any manner that could be reasonably be deemed to be careless, reckless or negligent.
- 2.2 The vehicle must not be used for any purpose or in any manner that may result in the loss of or damage to the vehicle.
- 2.3 The vehicle registration and information, as supplied on any issued invoice, may be subject to change without notice.

Section 4 – Determination of Agreement

- 4.1 Our services may be delayed or cancelled due to an Event of Force Majeure;
- 4.2 The Owner is entitled to take back the Vehicle at any time, for any reason and so terminate this Agreement;

Section 5 – Payment

- 5.1 All prices are in Australian Dollars (AUD).
- 5.2 Payment for the vehicle service must be received by the Owner at least seventy-two (72) hours prior to the service date, unless otherwise agreed to in writing by the Owner.
- 5.3 A \$50.00 Non-Refundable deposit will be required to hold any booking for a service. This deposit is then redeemable towards the total cost of service.
- 5.4 The invoice for the full service will be issued approximately one month prior to your service. The prepaid deposit will be applied to the balance of this invoice.
- 5.5 Full payment of the invoice for the service is due at least seventy-two (72) hours prior to the service. Payment which is not received on time, without prior arrangement/agreement in writing with Cairns Bus Charters, may result in the cancellation of your service.
- 5.6 The customer must submit the preferred Direct Bank Transfer details upon completion of service in order to receive the bond refund. Please note that bonds paid by credit card will be returned via Direct Bank Transfer to your elected bank account and not by refund to any credit card. The bond will be returned less any incurred fees for cleaning, damages etc., within seventy-two (72) hours of the end of your service unless the vehicle is undergoing a damage assessment.
- 5.7 Smoking is prohibited in all vehicles at all times. Failure to comply with this condition will incur a \$300.00 Non-serviceability fee in addition to any cleaning and airing costs deemed to be required by the Owner.
- 5.8 The preferred method of payment is via Direct Bank Transfer. Alternative payment options include cash, payment by credit card (Visa and Mastercard); an additional 2% credit card surcharge is applied to the total cost of the service.
- 5.9 The Customer is responsible for providing their preferred Direct Bank Transfer details upon completion of service to enable the return of the bond. Bonds paid by credit card will not be returned by reversal of funds or by refund to your credit card, but will be returned by Direct Bank Transfer to your elected bank account. The bond will be returned once Direct Bank Transfer details have been provided and any applicable deductions have been determined by the Owner.
- 5.10 The Customer agrees to pay any/all additional charges incurred in the course of service; this includes but is not limited to: loss and/or damage, cleaning, unserviceability, and subsequent administrative fees and charges. The Owner is authorised to take monies from the refundable bond as necessary to recoup these costs.
- 5.11 The Owner reserves the right to terminate any discount on offer in the event of late payment.
- 5.12 The Owner reserves the right to charge a weekly Late Payment Fee of \$50.00 in the event of late payment, applicable until payment has been received in full.
- 5.13 The Owner reserves the right to commence interest charges at six (6) percent above the cash rate of the "Reserve Bank of Australia" plus GST calculated on a daily basis on amounts not paid within the specified terms. Interest charges will be applicable to the invoiced cost of service, to the amount of any terminated discount, and to any unpaid Late Payment Fees.
- 5.14 Should debt collection be required at any stage, all legal costs and any/all costs incurred in the recovery of any monies due will be payable by the Customer to the Owner.
- 5.15 For international payments: please note that Cairns Bus Charters is not responsible to cover wire fees. This extends to refunds or bond returns to overseas accounts.

Section 6 – Liability of the Owner

- 6.1 The Owner gives no warranty except those implied by the Australian Consumer Law or any other law as to the condition of the Vehicle. Where those laws permit the Owner to limit liability for breach of implied condition or warranty, the Owner limits liability to replacement, repair or resupply and in particular the Owner is not liable for loss of profits and any indirect or consequential loss or damage.
- 6.2 All conditions, warranties and implied terms, whether statutory or otherwise, are excluded in relation to any goods or services by us to Passengers under these Terms.
- 6.3 The Owner's accumulated liability under this agreement is limited to the cost of the charter by the Customer.
- 6.4 The Owner excludes any liability for legal costs and disbursements and, without limitation, any indirect or consequential expense, loss or damage, loss or damage to reputation, loss of goodwill, loss of profits, revenue, use, expectation or opportunity, wasted expenditure, lost production or similar losses suffered by the Customer and/or any third-parties in connection with these Terms.
- 6.5 Subject to these Terms, the Owner is not liable for any loss or damage arising out of or consequential upon, directly or indirectly, any abandonment of, delay in departure or delay during any trip howsoever caused.
- 6.6 The Owner is not liable for any loss, damage, cost, expense or liability incurred by the Customer as a result of an act or omission of a Carrier or any other third-parties.
- 6.7 The owner is not liable for any death, injury, sickness suffered by any Passenger or for any cost, loss, damage, liability or expense of any kind whatsoever suffered or incurred by a Passenger, including in respect of any damage, theft or loss of the Passenger's Luggage.