



GOLDEN EAGLE TRANSPORT P/L

Trading as Sydney Big Bus Co.

Ph: 1300 244 287 (1300BigBus) Fax: 02- 8747 0455

www.1300bigbus.com.au Email: bookings@bigbusco.com.au

A.B.N.: 18133815086

TERMS AND CONDITIONS FOR BUS/COACH CHARTERS

Policy

The aim of this policy and procedure is to perform bus or coach charters in a safe and comfortable manner, that is satisfactory to all parties involved, and presents a basis for a continuing amicable business relationship.

Payment terms:

Once the booking is confirmed, full payment must be made 3 business days prior to the date of the trip.

Refund and Cancellation policy:

Refunds, wherever applicable, will be processed by reversing the mode of payment. For example, refunds of credit card transactions will be processed by reversing the payment to the credit card only.

Any cancellation to the booking must be made at least 7 days prior to the trip date. Failure to comply with the cancellation policy will incur a fee of 50% of the original booking price in case the vehicle has not left the depot. Failure to notify the company of any cancellation within 24 hours of the trip will incur 100% of the original booking price.

Administration Fees:

An administration fee of \$55 per bus may be charged if a trip was cancelled. An administration fee is charged due to the amount of work put in and due to putting the bus on hold for that booking. The fee will be deducted in case a bond was paid or it may be charged to the credit card provided. In case no bond or credit card was provided, an invoice will be issued demanding that fee.

Responsibilities - The Company

1. Sydney Big Bus Co will ensure that its operations, its vehicles and its drivers conform to all licensing, accreditation, and insurance requirements as defined in the *Passenger Transport Regulation 2007 as amended*.
2. To provide the Hirer with a clean, well presented, roadworthy and reliable vehicle to meet the standards required by the booking.
3. As traffic conditions are unreliable, the company won't be held liable for any delays.

4. To ensure the Driver is licensed, authorised, trained and sufficiently knowledgeable and competent to perform the charter to the standards required by the booking.
5. To ensure the Driver is clean, tidy, well presented, fit and capable of performing the duties required of him/her.

Responsibilities - The Driver

Prior to leaving the depot;

1. The Driver will ensure that he knows all the details of the charter, e.g., who, When, and where,
2. The Driver will ensure that he is competent and capable of carrying out the charter to the hirer's expectations.
3. The Driver will inspect the vehicle to ensure that the vehicle is free from visual defects and damage, and that it is suitable and capable of performing the charter requirements.
4. The Driver will ensure that the vehicle is clean.
5. The Driver will ensure that regulatory accreditations or authorities are displayed, and that he/she carries and compiles and/or completes any necessary logs, log books, and/or tachographs as required by law and/or Sydney Big Bus Co.
6. The Driver will make every effort to ensure that the passengers enjoy a safe and comfortable journey.
7. The Driver will ensure that all passengers are seated in accordance with the legal seating capacity of the bus, that all passengers are, and remain seated safely and properly, and that all luggage is stowed and secured correctly.
8. The Driver will load and unload reasonable sized luggage, as per manual handling guidelines as set out in Sydney Big Bus Co. OH & S Policy. (also refer to section concerning Carriage of Luggage para.2.) The Driver may require and shall be given assistance by the Hirer to handle large, awkward or heavy objects of luggage.
9. The Driver will abide by all road and traffic rules, and shall not under any circumstances breach any laws in relation to driving hours.

Responsibilities - The Hirer(s)

Adult and Social Groups

1. The Hirer must compile a manifest listing the names and addresses of all passengers, a copy of which must be carried by the Hirer's responsible person travelling with the group, and this manifest must be carried for the duration of the charter.
2. The Hirer or Group must nominate at least one adult person to be responsible for the acceptable behaviour and wellbeing of the passengers.
3. Smoking, eating or drinking (excepting bottled water) is not permitted on the bus/coach (excepting the party bus).
4. The seating capacity of the bus/coach must not under any circumstance be exceeded, with only one adult person to each adult person space. (For children seating capacity refer to School and Youth Groups section).
5. If luggage needs to be carried with the passengers, the Company will be informed at the time of booking the bus/coach, in order to ensure that a suitable vehicle is supplied.
6. Should the bus/coach be seat belt equipped, all passengers must wear the seat belts.
7. Standing passengers are not permitted on coaches but permitted on buses.
8. Passengers must remain seated and wholly within the bus/coach, whilst in transit.
9. The aisle of the coach, or emergency exits in buses/coaches must not be obstructed by any means.
10. Excessive noise or behaviour that could distract the driver from the safe execution of his duties as driver will not be tolerated and dealt with accordingly.

School or Youth Groups

In addition to the afore stated responsibilities and policies, the following apply,

1. School students, or groups of persons under 18 years of age, must have at least one adult travelling, who will be responsible for the behaviour and wellbeing of the passengers.

2. Children under 12 years of age may be legally accommodated in buses only, (not coaches) at the ratio of 3 children to a seat designed to accommodate 2 adults.
3. If an adult is occupying one place in a 2 adult designed seat, then one only additional person may occupy that seat.
4. The rear seat, where designed to accommodate 5 adults, may be occupied by 7 children under 12 years of age.
5. The bus must not exceed its legal adult seating capacity.
6. If luggage needs to be carried with the passengers, the Company will be informed at the time of booking the bus/coach, in order to ensure a suitable vehicle is supplied.
7. Standing passengers will not be carried, excepting in the case of a charter for a school sports or similar for a short distance not exceeding 40 km, and where the bus does not exceed 80 kph. The bus must not exceed its legal standing capacity. Coaches cannot carry standing passengers under any circumstances.

Carriage of Luggage

1. Luggage (other than soft hand luggage that will fit wholly within overhead luggage racks), must only be carried in specifically designed and designated luggage areas.
2. The maximum weight of any personal luggage carried shall not exceed 15 kilograms, and its dimensions shall not exceed those that can easily be carried by hand by the passenger conveying the luggage.
3. Large items of luggage must not be carried loose in the saloon of the bus/coach (except in a specifically designed and designated luggage area).
4. The aisle of the bus/coach or emergency exits must not under any circumstance be obstructed.
5. Once designated luggage areas are full, alternate arrangements must be made by the hirer to transport the excess luggage.

Emergency Procedures

Evacuation of Vehicle

The bus/coach may be required to be evacuated under the following circumstances:

1. At the instruction of the Driver, an authorised Company officer, a police officer, or any other person having reasonable cause and authority so to instruct.
2. If there is a risk to passengers whilst any repairs or adjustments are made to the bus/coach.
3. If there is a risk of fire or explosion.
4. If a suspicious package is found or believed to be on or attached to the bus/coach.
5. Post incident or accident.

Procedure for Evacuating the Bus

Evacuation of the bus/coach may be instigated by one of the previously mentioned events, and should proceed quietly, quickly and in an orderly fashion once the vehicle is stationary, and it is safe to do so.

Evacuation will be by;

1. The bus/coach door(s) if they are able to be opened, unobstructed and it is safe to do so.
2. If evacuation is not practicable by the door(s), thence by an available marked Emergency Exit.

Once out of the vehicle, assembly shall be at a safe location sufficient distance from the vehicle, this distance being dependent on the circumstances.

The adult in charge or the teacher in charge will account for all the passengers, attend to their needs, and keep order.

The Driver will be the last person to leave the vehicle, and will oversee the safe assembly and accounting for the passengers

The Driver will render such assistance as he is capable of, if requested.

The Driver must report all incidents involving evacuation to the management of

Sydney Big Bus Co., by medium of mobile phone, followed up by a written report, to the Company's office, as soon as practicable.

This report shall include all details, such as, where, when, why, who the hiring group is, person in charge, person instructing evacuation, and names of persons injured or Under duress, names, addresses and phone numbers of witnesses or involved personnel.