

CHARTER HIRE AGREEMENT

Terms and conditions

BOOKINGS

All Charter Bookings and other communications under this Agreement to South Bundy buses (SSB) must be received in writing either by fax: 0741 534 149 or by email: admin@southbundybuses.com.au clearly indicating the pick-up and drop-off addresses, departure times, number of passengers and any other requirements.

SSB will advise (verbally or in writing) to the Customer whether the bookings has been accepted or not and, if accepted, will issue the Customer with a Charter number. The Customer, in all communications with SBB, must quote the Charter number and Charter date.

AMENDMENTS TO CONFIRMED BOOKINGS

Any amendments to a confirmed charter must be received by SBB in writing at least 24 hours prior to the scheduled departure time. Where the amendments are of a nature that would alter the original confirmed charter fee, **SBB reserves the right to amend the charter fee accordingly**. SBB will advise the client of any amendment to the price prior to the charter.

PAYMENT OF CHARTER FEE

Once the charter service is completed, an invoice will be provided to the client, payment on the day is required. Account Customers will be issued an invoice within seven (7) days of the completed Charter service, payable with thirty (30) days.

CANCELLATIONS

Cancellation must be received in writing by SBB, clearly quoting both the charter date and charter number.

Customers cancelling a confirmed charter service must comply with the following criteria:

- Weekday charters must be cancelled at least four (4) hours prior to the scheduled pickup time where events have been cancelled due to inclement weather.
- All other weekday charters require a minimum of 24 hours notice.
- Weekend charters must be cancelled by **3.30pm on the Friday** prior to the charter date.

A cancellation fee of \$50.00 is payable if notice of cancellation is received contrary to the conditions specified above. **The full charter price is payable if no contact has been made prior to the scheduled pickup time.**

LATE FEE

Charter Services that operate late due to a client's management of the Charter will attract additional fees. As Charter vehicles are often attached to regular School route services, it is important that the Charters be managed effectively so as NOT to cause the route services to run later or not at all.

In the event that the Charters leave later than the scheduled departure time, the following charges will apply:

Up to:	16-30 minutes late	\$50.00
	31-45 minutes late	\$75.00
	46-60 minutes late	\$100.00

THE CUSTOMER'S OBLIGATIONS

The Customer will and will ensure that its invitee:

- Obey any and all instructions and directions given by SBB staff as to the use of and behaviour on, and access to and from the Charter vehicle;
- Leave the Charter vehicle in a reasonably clean and tidy condition; and
- Not drink, eat or smoke whilst on the Charter vehicle.

DAMAGE/VANDALISM

SBB reserves the right to charge the Customer for any damage inflicted on a Charter vehicle or loss of equipment caused by the Customer or the Customer's invitees. The Customer agrees to pay to SBB within fourteen (14) days of written demand the cost of repairing or making good any damages to the Charter vehicle or cost of replacement of any lost equipment, furnishings or other items arising out of or incidental to the Charter other than damage caused by events outside the control of the Customer or the Customer's invitees.

In addition to the foregoing, SBB reserves the right to demand from the Customer and the Customer agrees to pay liquidated damages in the amount of \$200.00 if (in the reasonable opinions of SBB) the Charter vehicle returns in a state of unserviceability for the next Charter.

INDEMNITY

The Customer will indemnify and keep indemnified SBB and its officers, employees, agents and contractors against all actions, proceedings, claims and demands which may be brought or made against them by any person in respect of loss, damage or injury (including death) arising out of or in connection with, whether directly or indirectly, the Charter by the Customer and against all costs, damages and expenses which may be incurred by them in defending or setting those actions, proceeding, claims or demands except to the extent that SBB's negligent wrongful or unlawful act or omission caused or contributed to such loss, damage or injury.

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I, _____ being a person duly authorised to act for and
bind _____

("the Customer") have read and understood, and do hereby on behalf of the Customer, agree to accept the
Terms and Conditions of South Bundy Buses. I confirm that the billing details are as follows.

Invoice to: _____ ContactName: _____

Address: _____

Contact Phone No: _____ Contact Fax No: _____

Signed _____ Date: _____

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