

THESE TERMS AND CONDITIONS

BETWEEN A1 Bus Charters ABN 70 898 112 237 of 10 Killara Street, Binningup WA 6233 (A1 Bus Charters)

AND You

1. Acceptance and agreement

You acknowledge and agree that:

- a. These Terms and Conditions are accepted by you and a contract between You and A1 Bus Charters is formed upon confirmation of the Booking.

2. Booking

You acknowledge and agree that:

Confirmation

- a. A1 Bus Charters will confirm the Booking Fees once you make and confirm the Booking which is only valid at the time the Booking is made by You. The Booking Fees is for the Operator and the Vehicle only, unless otherwise directed or notified in writing by A1 Bus Charters.
- b. You must ensure that the Booking is entirely accurate and complete.
- c. You must notify A1 Bus Charters of any inaccuracy or error in the Booking within one (1) day of the Booking Confirmation Date.
- d. Any matter, item or thing not referred to or forming part of the Booking cannot be relied upon by you.

Change or amendment

- e. You must notify A1 Bus Charters of any change or amendment to any part of the Booking within one (1) day of the Booking Confirmation Date.
- f. If you notify us of a change or amendment within one (1) day of the Booking Confirmation Date:
 - i. A1 Bus Charters will provide a new Booking;
 - ii. Any Additional Booking Fees must be paid prior to confirmation of the new Booking.
- g. You must not request the Operator to change or amend any part of the Booking.
- h. If A1 Bus Charters cannot provide a new Booking then you may rescind (cancel) these Terms and Conditions with immediate effect by giving notice to A1 Bus Charters within seven (7) days of being notified by A1 Bus Charters

Warranties

- i. You warrant the following:
 - i. The Booking and Booking Fees is only for the use of the Operator and the Vehicle and does not include any additional fees and charges including, but not limited to, admission, tickets, tolls, ferries, accommodation, fuel surcharges and parking;
 - ii. The times and durations of all journeys are advisory only and based on known facts at the relevant time;
 - iii. The seats available are only for those set out in the Booking irrespective of the Vehicle actual capacity;
 - iv. The Booking time is based on 24 hour time measurement of time and a Booking for a Journey for 00:00 time on a specified day is the night of the previous day;
 - v. The use of the Operator and Vehicle may be subject to risks, traffic congestion, roadworks, road diversions, weather, other vehicle mechanical breakdowns and accidents and the hindering, impeding or prevention of scheduled on-time arrival;
 - vi. All departure and journey times contained in any Booking is accurate and you have accounted for additional time for any delay, obstruction, unforeseen event or any other risk or Loss;
 - vii. All information provided by you regarding the travel, purpose and Vehicle requirements are relevant and accurate;
 - viii. You have not provided any misleading or inaccurate information or otherwise withhold any information that you reasonably know, or ought to know, is relevant in connection with the Booking;
 - ix. The Vehicle must not travel on roads or roadways that are unreasonably obstructed or otherwise will hinder, impede, or prevent the Operator or Vehicle from completing the Booking and journey including, but not limited to, weight-restricted bridges or roads, unsealed roads, narrow access points, overhanging trees or wires, low-level underpasses, or roads with unsafe turns or inclines for the Vehicle type booked for a Journey.

3. Payments

You acknowledge and agree that:



Deposit

- a. You must pay the Deposit to A1 Bus Charters prior to the Booking Confirmation Date.

Bond

- b. You must pay any Bond to A1 Bus Charters within two (2) days of any request made by A1 Bus Charters.

Booking Fees and charges

- c. You must pay the Booking Fees to A1 Bus Charters on the later of:
 - i. 14 days prior to the Journey Date;
 - ii. Within two (2) days of the Booking Confirmation Date.
- d. If there is a prior written credit arrangement or account facility between You and A1 Bus Charters, You must pay the Booking Fees to A1 Bus Charters within seven (7) days of receipt of each related Invoice.
- e. A1 Bus Charters is permitted to charge for all costs and expenses incurred in connection with these Terms and Conditions. You must pay for such all costs and expenses to A1 Bus Charters within seven (7) days of receipt of each related Invoice.

Outstanding payment

- f. If You do not make payment of any money payable by You to A1 Bus Charters by the respective due date, A1 Bus Charters is entitled to do any or all of the following:
 - i. Charge interest on the respective outstanding amount at the rate of 15.00% per year, accruing daily;
 - ii. Charge a late payment of \$75.00 on the respective outstanding amount, and not as a penalty.
- g. Time for payment of amounts due and payable under this clause 3 is of the essence.

4. Journey

You acknowledge and agree that:

- a. Subject to the payment of amounts due and payable by You pursuant to these Terms and Conditions, A1 Bus Charters will arrange the occurrence and completion of a Journey in accordance with these Terms and Conditions.
- b. A1 Bus Charters is entitled to substitute any Vehicle for another vehicle or vehicles of similar capacity and safety at its absolute discretion. If A1 Bus Charters are operationally compelled in the circumstances to provide a Vehicle of a higher standard or greater seat capacity, You will not be charged for any difference (unless You increase the number of passengers from the Booking).
- c. Unless You specify a particular route in the Booking, the route taken will be at the discretion of the Operator and A1 Bus Charters.
- d. Vehicle stops may occur throughout a Journey.
- e. The Operator may stop for breaks if included in the time of a Journey, or upon Your request at the Operator's discretion.
- f. A1 Bus Charters may alter the Vehicle, venues, meals, itineraries (including the number of locations to be visited), and other options at any time and You will be notified of such change.
- g. The Vehicle is not available for use other than throughout a Journey.
- h. If You leave an item of luggage on a Vehicle:
 - i. A1 Bus Charters will make all reasonable efforts to notify You of the unclaimed luggage;
 - ii. Collection of the luggage will be your sole responsibility;
 - iii. You will be responsible for any freight fees and charges incurred in transporting the luggage to an alternate location;
 - iv. A supply partner of A1 Bus Charters 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 the absolute discretion of A1 Bus Charters.
 - v. A1 Bus Charters will not be liable for any Loss or inconvenience incurred by You;
 - vi. A1 Bus Charters will not be responsible for any personal belongings left on the Vehicle at any time during or after the Journey.
- i. Your travel will be refused, or You will be removed from the Vehicle during a Journey if You:
 - i. Behave in an offensive, disruptive, intimidate, threatening, violent, aggressive, or unlawful manner and may pose:
 - 1. A threat to themselves, other passengers, the Operator, or property; or
 - 2. An unacceptable distraction to the Operator or risk to safe driving conditions;
 - ii. On reasonable assessment, appears to be under the influence of alcohol or any other drug or appears to be in possession of any unlawful substance;
 - iii. Are afflicted by an infectious disease that poses risks to other passengers;
 - iv. Are observed smoking or attempting to smoke a cigarette on board a vehicle, including any on board toilet facility;
 - v. Fail to comply with any applicable laws, rules, regulations, or order.

Warranties

- j. A1 Bus Charters does not warrant that:
 - i. The Vehicle will depart or arrive at the specified times in the Booking;
 - ii. It is responsible for any delay in a Journey where safety or an obstruction dictates a change in the route that may incur additional time;
 - iii. It is responsible for non-completion of a Journey or Booking, where the Vehicle is hindered or prevented from traveling by any matter or thing that was not notified by You before a Journey Date;

- iv. Any result or objective can or will be achieved or attained at all by a given completion date or any other date, whether stipulated in these Terms and Conditions or elsewhere.

5. Delay

You acknowledge and agree that:

- a. You must immediately, but no later than 15 minutes before a booked Journey departure time, notify A1 Bus Charters of any potential delays to departure.
- b. Where You have contacted us to notify A1 Bus Charters of a delay of between 15 to 30 minutes from a booked Journey departure time, A1 Bus Charters may continue with the Booking only on the condition that you immediately pay for any Loss incurred in connection with such delay.
- c. Where you have contacted us to notify us of a delay or more than 30 minutes from a booked Journey departure time, A1 Bus Charters will make all efforts to continue with the booking but this will be subject to the operator's availability, and payment of any Loss incurred in connection with such delay.
- d. You will be deemed a no-show in the following circumstances:
 - i. Where You notify A1 Bus Charters prior to the departure time of Your delay, and it is likely to be or is more than 30 minutes from a booked Journey departure time, and it would unreasonably hinder or prevent the Operator's other bookings or commitments; or
 - ii. If You fail to arrive within 15 minutes of a booked Journey departure time, You fail to contact A1 Bus Charters, and our attempt to contact you is unsuccessful.
- e. Where your journey or booking is deemed a no-show, the entire Booking Fees and charges are forfeited to A1 Bus Charters, and no amount of money is refundable to You. A1 Bus Charters will continue to perform any remaining Journeys in the Booking, where You comply with these Terms and Conditions. A1 Bus Charters holds no responsibility or liability for any alternative or replacement transport or for any other loss incurred in connection with your no-show.

6. Your obligations

You acknowledge and agree that You (and any other persons under your Booking) must:

- a. Cooperate with A1 Bus Charters as A1 Bus Charters reasonably requires.
- b. Provide the information and documentation that **A1 Bus Charters reasonably requires.**
- c. Ensure that **You allow enough time for contingencies and obtain insurance to allow for any unexpected disruptions during a Journey.**

Conduct

- d. Be contactable within 60 minutes of any Journey pick-up or departure time.
- e. Arrive 15 minutes prior to the Departure Time and present a currently valid identification document to the Operator.
- f. Notify A1 Bus Charters of any flight numbers and scheduled arrival time and allow for an adequate and reasonable time for disembarking the flight, baggage claim, security screening, Passport control, customs and bio-security clearance.
- g. Conform to minimum dress standards on any Journey including adequate footwear.
- h. Not consume food and beverages (excluding water) as directed by the Operator on any Vehicle.
- i. Not become intoxicated throughout a Journey.
- j. Not smoke on any Vehicle.
- k. Engage and behave in a safe, respectful, and courteous manner whilst in any Vehicle and towards any Operator.
- l. Return and board the Vehicle at the designated time allocated by the Operator during a Journey.
- m. Not cause any damage to property (real or personal) or any other person.
- n. Permit and consent to any telephone call between a A1 Bus Charters representative and You to be recorded, without any warning tone or notification during the call.

Assistance animal

- o. Disclose in your Booking whether you will have an assistance animal traveling with you throughout a Journey and details of certification from an accredited training session.
- p. Ensure that the assistance animal is trained for travel and appropriately restrained for the entire duration of a Journey.
- q. Supply absorbent matting and meet the assistance animal's needs for the entire duration of a Journey.

Luggage

- r. Be and remain responsible for all luggage, carry-on luggage, and personal items and valuables.
- s. Do not leave any luggage, carry-on luggage, and personal items without your supervision.
- t. Ensure that you do not hold or possess any luggage that, in A1 Bus Charters opinion, is unsafe, hazardous, likely to be damaged during a Journey, or likely to cause harm to other property.
- u. If you do not provide the Facilities that A1 Bus Charters reasonably requires (and within the time period) to perform the Services, then all additional costs and expenses which are reasonably incurred by A1 Bus Charters will be paid by You.

7. Non-disparagement

You acknowledge and agree that You must not directly, indirectly or expressly:

- a. Do anything which materially damages, or is likely to materially damage, the reputation of A1 Bus Charters.
- b. Make or publish any negative, adverse, denigrating or otherwise disparaging representation, statement, remark or comment about A1 Bus Charters that may reasonably be expected to bring, or intended to have the effect of bringing, A1 Bus Charters into disrepute.

- c. Cause, permit, induce or encourage any other person to disparage or otherwise make any statement or publication or remark or comment about A1 Bus Charters that may or may be likely to injure the reputation of A1 Bus Charters.
- d. Clause 7 survives termination of these Terms and Conditions.

8. Liability

You acknowledge and agree that:

- a. To the fullest extent permitted under law, A1 Bus Charters total aggregate liability for all Claims and Loss incurred by You or any other person arising pursuant to, or in connection with, these Terms and Conditions is at all times limited to the Booking Fees payable under these Terms and Conditions.
- b. Pursuant to section 64A of the ACL, this clause applies in respect of any services supplied under these Terms and Conditions which are not of a kind ordinarily acquired for personal, domestic, or household use or consumption, provided that this clause will not apply if You establishes that reliance on it would not be fair and reasonable. These Terms and Conditions are to be read subject to any law which prohibits or restricts the exclusion, restriction, or modification of any implied warranties, guarantees, conditions, or obligations. If such law applies, to the fullest extent permitted, A1 Bus Charters limits its liability in respect of any Claim and Loss incurred in the case of services, to any one (1) of the following as determined by A1 Bus Charters:
 - i. The supplying of the services again; or
 - ii. The payment of the cost of having the services supplied again.

9. Risk and indemnities

You acknowledge and agree that:

- a. To the fullest extent permitted by law, and notwithstanding anything else in these Terms and Conditions, You must indemnify and keep A1 Bus Charters indemnified against any Loss sustained or incurred, or any Claim brought by any person as a result, whether directly or indirectly, of:
 - i. Any breach, default, or non-performance of a term of these Terms and Conditions by You;
 - ii. Any act or omission (including negligent acts or omissions) by You.
- b. Clause 9(a) of these Terms and Conditions applies irrespective of whether A1 Bus Charters breaches any term of these Terms and Conditions.
- c. To the extent that the indemnity in clause 9(a) of these Terms and Conditions is by law void or unenforceable, the indemnity will apply, however, will be reduced to the extent the Loss arises from, or is contributed to by, the gross negligence or a willful or deliberate act by A1 Bus Charters.
- d. Each indemnity in this clause 9 is a primary obligation and A1 Bus Charters is not obliged to proceed against or enforce any other right against any person or property or demand payment from any other person before making a demand for payment by You under these Terms and Conditions.
- e. Your obligations under clause 9 are absolute and unconditional. They are not subject to any set-off, counterclaims, or conditions. In particular, Your obligations will not be affected by anything which might abrogate, prejudice, or limit them or the effectiveness of these Terms and Conditions.
- f. If any transaction or payment under these Terms and Conditions is void, voidable, or otherwise unenforceable or refundable:
 - i. A1 Bus Charters is entitled against You to all rights under these Terms and Conditions and any collateral security that it would have had if the transaction or payment had not occurred or been made, as the case may be; and
 - ii. You must do all things and sign such documents necessary to restore to A1 Bus Charters its rights under these Terms and Conditions or any collateral security immediately before that transaction or payment.
- g. You must make payments to A1 Bus Charters under this clause 9:
 - i. On demand;
 - ii. In immediately available funds and without any Claim, set-off, counterclaim, condition or, unless required by law, deduction or withholding.
- h. Clause 9 survives termination of these Terms and Conditions.

10. Force Majeure Event

You acknowledge and agree that:

- a. If the performance of these Terms and Conditions are prevented or hindered by a Force Majeure Event then only A1 Bus Charters is excused from its duty to perform these Terms and Conditions and no other Party.
- b. A1 Bus Charters (and no other Party) has no liability whatsoever in connection with any breach of a term of these Terms and Conditions for any delays or failures in performance of these Terms and Conditions which result from or in connection with a Force Majeure Event.

11. Suspension

You acknowledge and agree that A1 Bus Charters may suspend the performance of all of its obligations under these Terms and Conditions with immediate effect by giving notice to You if You breach any term of these Terms and Conditions.

12. Termination

You acknowledge and agree that:

Termination by A1 Bus Charters

- a. A1 Bus Charters may terminate these Terms and Conditions at any time with immediate effect by giving notice to You if:
 - i. You breach any of clauses 2, 3, 4, 6, and 7 of these Terms and Conditions;
 - ii. You breach any other term of these Terms and Conditions and do not remedy within 14 days of receiving notice from A1 Bus Charters to remedy such breach;
 - iii. You otherwise commit a material, serious or fundamental breach of a term of these Terms and Conditions;

- iv. You repudiate these Terms and Conditions;
- v. You become unable to pay any debt or amount as they become due and payable to any person.

Termination by You

- b. You may terminate these Terms and Conditions at any time, and for any reason whatsoever, with immediate effect by giving notice to A1 Bus Charters
- c. You may terminate these Terms and Conditions at any time with immediate effect by giving notice to A1 Bus Charters if A1 Bus Charters breaches any term of these Terms and Conditions and does not remedy within 14 days of receiving notice from You to remedy such breach.

On the Termination Date

- d. On the Termination Date:
 - i. A1 Bus Charters may:
 - 1. Forfeit the Deposit paid by You; or
 - 2. If the Deposit has not been paid in whole or in part, recover and forfeit the Deposit from You without prior demand.
 - ii. A1 Bus Charters will stop performing its obligations under these Terms and Conditions;
 - iii. You must immediately pay all amounts due and payable to A1 Bus Charters without prior demand, and not as a penalty;
 - iv. A1 Bus Charters may set off any amounts that You owe A1 Bus Charters against any amounts payable by A1 Bus Charters calculated as at the date of termination, except for amounts A1 Bus Charters is not entitled by law to set off.

Accrued rights and remedies

- e. Termination of these Terms and Conditions for any reason whatsoever does not affect the right of A1 Bus Charters to enforce its accrued rights any right to recover damages for any prior breach including the breach on which termination of these Terms and Conditions was based, and all amounts due and payable to A1 Bus Charters due on and after the Termination Date.
- f. Clause 12(d) of these Terms and Conditions survives termination of these Terms and Conditions.

13. Compensation

You acknowledge and agree that:

- a. Any compensation offered by Bus Hire is:
 - i. A gesture of goodwill;
 - ii. At A1 Bus Charters sole discretion;
 - iii. Not an admission of liability; and
 - iv. Not admissible in a court.
- b. Where multiple service issues exist, only the service issue with the highest value may be offered by A1 Bus Charters as compensation.
- c. Nothing expressed or implied in the Compensation Table below voids, overrides, excuses, or waives A1 Bus Charters reliance and right to enforce or rely upon any indemnity or limitation of liability stipulated in these Terms and Conditions.
- d. Where additional fees and charges, or compensation, is payable by You for delays, booking amendments, Loss, and travel on unsealed roads, You must immediately pay them to A1 Bus Charters.
- e. The following Compensation Table will apply should any of such events occur and You must immediately pay such amounts to A1 Bus Charters without prior demand, and not as a penalty:

Compensation Table

Issue	Payable by	Amount
Force majeure cancellation	No one	\$0
Cancellation by us		
As a result of your breach of any terms and conditions		\$0
In all other circumstances	Us	100% refund where canceled before travel commenced or pro-rata refund on all travel not completed
Cancellation by you		
21 days+ notice		25% of the value of the booking
14 days+ notice		50% of the value of the booking
7 days+ notice	You	75% of the value of the booking
Less than 7 days notice		100% of the value of the booking
Late vehicle (on arrival to collection point)		
0-29 minutes late	Us	\$0
30-44 minutes late		5% of journey leg (pro-rata of booking)
45-59 minutes late		10% of journey leg (pro-rata of booking)
60-74 minutes late		20% of journey leg (pro-rata of booking)
75+ minutes late		40% of journey leg (pro-rata of booking)
Vehicle no show	Us	Pro rata refund of the uncompleted portion of the journey as a result of the no-show.
Late customer (departure time)		
Where you have contacted us before departure time, and booking continues:		
0-15 minutes late		\$0
16-30 minutes late		\$60
31-45 minutes late		\$90
46-60 minutes late	You	\$120
61-90 minutes late		\$150
91+ minutes late		\$ As negotiated
Customer No Show	You	100% of journey leg (pro-rata of booking)
Not As Booked	Us	10%
Substitution	Us	10%
Breakdowns	Us	See Late vehicle (on arrival to collection point)
Right To Refuse Travel	Us	\$0
Changes to bookings	You	As negotiated and agreed
Unreasonable delays or breach of operator's hours or breaks during travel (As a direct result of your conduct)	You	\$30 for every 15 minutes of delay
Cleaning or damage to vehicle	You	Unlimited
Loss of potential earnings	You	Unlimited
Non-economic loss	You	Unlimited

14. Cancellation fee

You acknowledge and agree that:

- a. If you do not proceed with your booking or change Your mind, A1 Bus Charters does not offer refunds or credits unless stipulated in these Terms and Conditions. All requests for cancellations must be made by You in writing. A1 Bus Charters may charge a cancellation fee as follows:
 - i. Bookings cancelled 21 days or more prior to travel: 25% of the value of the Booking;
 - ii. Bookings cancelled 14 days or more prior to travel: 50% of the value of the Booking;
 - iii. Bookings cancelled seven (7) days or more prior to travel: 75% of the value of the Booking;

- iv. Bookings cancelled less than seven (7) days prior to travel: 100% of the value of the Booking;
- v. In all cases our total fee charged will not exceed the value of the Booking.
- b. In addition to any cancellation fee charged by A1 Bus Charters You will also be responsible for payment of any cancellation fees or charges levied by third parties (such as venue or accommodation providers) in line with their cancellation policy that may be relevant to Your Booking or Journey.
- c. Any charges for credit or debit card processing, bank transfers, international currency exchange, or other processing fees incurred by A1 Bus Charters are non-refundable, and A1 Bus Charters reserves the right to deduct any such fees or expenses incurred by A1 Bus Charters in the processing of the refund to you.

2. Privacy and data protection

You acknowledge and agree that A1 Bus Charters will handle (including collection, storage, use and disclosure) Your Personal Information and related data in accordance with the Privacy Policy.

3. Other warranties

Each Party warrants to the other Parties in respect of their own position that:

- a. They have full legal capacity to enter into these Terms and Conditions and to perform all their terms.
- b. They have had adequate opportunity to obtain competent legal and other professional advice concerning the terms and effect of these Terms and Conditions.
- c. They have had the opportunity to negotiate the terms of these Terms and Conditions.
- d. They consider the terms of these Terms and Conditions are fair in all of the circumstances.
- e. They enter into these Terms and Conditions voluntarily without duress.
- f. The terms of these Terms and Conditions are binding upon them according to their terms.

4. Remedy

You acknowledge and agree that:

- e. Damages are not necessarily an adequate remedy if there is a breach of any of clauses 4, 5, 6, 7, 9 and 10 of these Terms and Conditions.
- f. A1 Bus Charters may apply for injunctive relief if there is a breach or threatened breach of any of clauses 4, 5, 6, 7, 9 and 10 of these Terms and Conditions or A1 Bus Charters believes a breach is likely.
- g. A1 Bus Charters may also seek specific performance, an account of profits, equitable compensation, equitable damages or any other relief available at law or in equity as a remedy for a breach or threatened breach of any of clauses 4, 5, 6, 7, 9 and 10 of these Terms and Conditions.

8. General

You acknowledge and agree that:

Appointment and relationship

- a. A1 Bus Charters obligations under these Terms and Conditions will be performed as an independent contractor.
- b. Nothing in these Terms and Conditions constitutes any relationship of employer and employee, partnership, fiduciary, trustee and beneficiary, or joint venture between A1 Bus Charters and You, or any of their Associates.

Entire agreement

- c. These Terms and Conditions constitutes the entire agreement between the Parties as to their subject matter and supersedes all prior understandings or agreement between the Parties and any prior condition, warranty, covenant, indemnity, or representation given, made or imposed by a Party in connection with the subject matter of these Terms and Conditions.

Counterparts

- d. These Terms and Conditions may be executed in any number of counterparts each of which will be an original, but such counterparts together will constitute one (1) and the same instrument.

Variation

- e. Subject to any other term of these Terms and Conditions, these Terms and Conditions may only be altered in writing, signed by each Party.

Severance

- f. If it is held by a Court of competent jurisdiction that:
 - i. any part of these Terms and Conditions is void, voidable, illegal or unenforceable; or
 - ii. these Terms and Conditions would be void, voidable, illegal or unenforceable unless any part of these Terms and Conditions was severed,then that part will be severable from and will not affect, or derogate from, the enforceability or validity of the Parties' rights or obligations or the continual operation of the rest of these Terms and Conditions.

No waiver

- g. The failure of a Party to require full or partial performance of a term of these Terms and Conditions does not affect the right of that Party to require performance subsequently.
- h. A single or partial exercise of or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.
- i. A right under these Terms and Conditions may only be waived in writing signed by the Party granting the waiver and is effective only to the extent specifically set out in that waiver.

Jurisdiction

- j. The proper law of these Terms and Conditions is the law of the Commonwealth of Australia and in particular the State of Western Australia, and the Parties submit to the non-exclusive jurisdiction of the State of Western Australia

Costs

- k. Each Party must bear and is responsible for their own costs in connection with the preparation, negotiation and execution of these Terms and Conditions.

Notices

- l. A notice or other communication to a Party must be in writing and delivered to that Party (or legal representative) in one (1) of the following ways:
- i. Delivered personally; or
 - ii. Posted to their address when it will be treated as having been received on the fourth (4th) day after posting; or
 - iii. Sent by email to their email address when it will be treated as received when it enters the recipient's information system.

Legal process and documents

- m. Any legal process, legal document and court document may be served or given by a Party on the other Party in one (1) of the following ways:
- i. Delivered personally; or
 - ii. Lodged at the other Party's address referred to in these Terms and Conditions; or
 - iii. Posted to the other Party's address referred to in these Terms and Conditions.
- n. Clauses 18(l) and 18(m) of these Terms and Conditions survive termination of these Terms and Conditions.

6. Definitions

In these Terms and Conditions the following words have their corresponding meanings unless the context indicates otherwise:

- a. **ACL** means Schedule 2 to the *Competition and Consumer Act 2010* (Cth).
- b. **ASIC** means the Australian Securities and Investments Commission.
- c. **Associates** has the meaning provided to it under section 11 of the Corporations Act.
- d. **Booking** means the booking made by You with A1 Bus Charters.
- e. **Booking Confirmation Date** means the date that the Booking is confirmed.
- f. **Booking Fees** means the fee payable by you in connection with any Booking made.
- g. **Bond** means a refundable bond in an amount as determined by A1 Bus Charters.
- h. **Business Day** means a day other than Saturday, Sunday, or a public holiday in the State of Western Australia.
- i. **Claim** means all rights, entitlements, expectations, costs, expenses, liabilities, claims, demands, suits, causes of action (including, without limitation, by way of cross-claim, joinder, or other application), remedies, debt, damages, compensation, restitution, account, declaratory relief, injunctive relief, specific performance, equitable compensation, equitable damages, proceedings, verdicts and judgments whatsoever, whether arising at common law, in equity, under statute or otherwise arising, whether known or unknown at the time of these Terms and Conditions, whether presently in contemplation of the Parties or not.
- j. **Consequential Loss** means loss or damage, whether direct or indirect, in the nature of loss of profits, loss of revenue, loss of production, liabilities in respect of third parties (whether contractual or not), loss of anticipated savings or business, loss of data, interruption of business, pure economic loss, loss of opportunity and any form of consequential, special, indirect, aggravated, punitive or exemplary loss or damages, whether or not a Party was advised of the possibility of such loss or damage.
- k. **Corporations Act** means the *Corporations Act 2001* (Cth).
- l. **Deposit** means a deposit equivalent to 10% of the Booking Fees.
- m. **Force Majeure Event** means any occurrence or omission as a direct or indirect result of which A1 Bus Charters relying on it is prevented from or delayed in performing any of its obligations under these Terms and Conditions and which is beyond the reasonable control of A1 Bus Charters and could not have been prevented or mitigated by reasonable diligence or precautionary measures, including forces of nature, natural disasters, acts of terrorism, riots, revolution, civil commotion, epidemic, industrial action and action or inaction by a government agency but does not include any act or omission of a contractor (except to the extent that act or omission is caused by a Force Majeure Event).
- n. **Invoice** means a tax invoice that includes the details for a Journey and Booking.
- o. **Journey** means a journey the subject of the Booking.
- p. **Journey Date** means the date of commencement of a Journey.
- q. **Loss** means, in relation to any person, any damage, loss, cost (including, but not limited to, on a solicitor/client basis), fee, charge, toll, tax, expense or liability incurred by the person or arising from any Claim, action, proceedings or demand made against the person, however arising and whether present or future, fixed or ascertained, actual or contingent and includes Consequential Loss.
- r. **Operator** means the operator engaged by A1 Bus Charters.
- s. **Parties** means:
 - i. A1 Bus Charters;
 - ii. You,whether jointly or severally.
- t. **Personal Information** has the meaning provided to it under section 6 of the *Privacy Act 1988* (Cth).
- u. **Privacy Policy** means A1 Bus Charters privacy policy published at: <https://A1buscharters.com.au/privacy> (<https://A1buscharters.com.au/privacy>), or any other privacy policy published by A1 Bus Charters from time to time.
- v. **Related Corporation** has the meaning given to related body corporate by the Corporations Act.
- w. **Termination Date** means the earlier date these Terms and Conditions is terminated by:
 - i. A1 Bus Charters for any reason whatsoever; or
 - ii. You pursuant to clause 12(b) of these Terms and Conditions.
- x. **Terms and Conditions** means these Terms and Conditions and the contract.

- y. **Vehicle** means the vehicle provided and operated by the Operator during a Journey.

26. Interpretation

In these Terms and Conditions unless stated otherwise or the context indicates otherwise:

Numbers

- a. Words importing the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, words denoting one gender include all genders, and references to documents or agreements or deeds also mean those documents or agreements, or deeds as changed, novated or replaced.

Dates and times

- b. Parties must perform their obligations on the dates and times fixed by reference to the State of Western Australia If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next Business Day. References to month means a calendar month.

Persons

- c. References to persons include corporations and bodies politic.

Representatives, assigns and related body corporate

- d. References to a party include their legal personal representatives, successors, executors, administrators, permitted assigns and Related Body Corporate of that person.

Statutory amendments

- e. A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any other legislative authority having jurisdiction).

Variation

- f. References to this or any other document include the document as varied or replaced, and notwithstanding any change in the identity of the parties.

Joint and several liability

- g. An obligation of two or more parties will bind them jointly and severally.

Defined expressions

- h. If a word or phrase is defined, cognate words and phrases have corresponding definitions.

Reconstituted bodies

- i. References to a body which has ceased to exist or has been reconstituted, amalgamated, reconstructed or merged, or the functions of which have become exercisable by any other person or body in its place, will be taken to refer to the person or body established or constituted in its place or the person or body by which its functions have become exercisable.

Collective references

- j. Reference to anything is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them.

“Dollars” or “\$”

- k. A reference to the word “Dollars” or the expression “\$” refers to the amount in the lawful currency of the Commonwealth of Australia.

Covenant

- l. A covenant not to do anything includes an obligation:
- i. Not to permit that thing to be done;
 - ii. To use best endeavors to prevent that thing being done by a third party.

