



SCB Terms and Conditions of Charter – Private Groups

By Placing a booking with Sapphire Coast Buslines (SCB), the customer or the hirer acknowledges they have read, understood, and agree to accept the Terms and Conditions as detailed below.

For the following “the Company” refers to SCB and its subsidiaries, brands, or subcontractors the company may trade with. “The Customer” and/ or “The Hirer” refers to the person and /or organisation making the booking and “the Driver” refers to the driver or drivers of the coach, bus or the operator or supplier of the vehicle.

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| Place of Operation | The Company operates on the Sapphire Coast of NSW, including port of Eden and surrounding areas. We have seatbelt equipped semi-coaches that can travel outside of the region to meet all itinerary needs of clients. |
| Application of T & C's | These Standard Terms and Conditions shall apply whether the agreement is verbal or written and shall enter into force immediately upon the Company accepting a booking. The Hirer shall at all times remain solely responsible for the acts and/or omissions of the passengers permitted to travel by Hirer (whether directly or indirectly) and therefore any additional costs incurred by the Company during the performance of the contract shall be borne by the Hirer irrespective of whether the Hirer travels. Schools are required to sign the charter T & C's Annually. |
| Pricing and Quotations | <p>All prices are valid for a period of 7 days from the date of issue, subject to vehicle availability and can be withdrawn or varied without notice. All prices are inclusive of GST. Price changes may occur by reason of matters outside our control which increase the cost of the product or service. Such factors include fuel surcharges and other relevant cost increases. Once bookings are confirmed prices will not change, except in the below circumstances.</p> <p>Amendments to your original quote (or subsequent booking) such as a change of vehicle size, extra kilometres, extra drop-offs, or pick-ups may require us to provide you with a revised quotation. Additional costs such as (but not limited to) tolls, airport parking fees, meals etc may also affect your quote.</p> <p>Where an obvious error has occurred with the quoted/accepted price, we reserve the right to advise the customer of the error and provide an amended price for the journey and void the booking confirmed or accepted.</p> |
| Booking Quotations and Confirmations | It is the responsibility of the Customer to check the Booking quotations, once received, for its accuracy and completeness, any discrepancies found in the Booking quotation should be communicated to the Company as a matter of urgency. If a Customer requires amendment to a quote or booking, the amendment will only be considered as implemented when the Customer has confirmed in writing to the company, and the Company has acknowledged said amendment with a new Booking Confirmation. If an updated Booking Confirmation has not been signed by the Customer with the updated details the Customer will be subject to the terms of the original Booking Confirmation. No amendment can be agreed with the Driver and the Driver does not have the authority to bind the Company in any manner whatsoever. |

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| Passenger Behaviour and Comfort | <p>The driver is responsible for the safety of the vehicle and safe transport of its passengers. The hirer is responsible for the conduct of its passengers and for any damage caused by them.</p> <ul style="list-style-type: none"> • No food or beverages are to be consumed on the bus/coach • The consumption of alcohol or recreational drugs on the bus/coach is strictly prohibited • Smoking is not permitted by law within the bus/ coach, or in close proximity due to WHS Law. • The hirer and their accompanying passengers are expected to behave in an acceptable and safe manner. • The driver may, at his/her discretion, stop the vehicle and disembark any passengers engaging in unruly or unacceptable behaviour. • A refundable bond will be required where drinking is agreed, the bond may be retained in case of excessive mess or damages to the vehicle as deemed appropriate by SCB. |
| Damage Costs | <p>A repair fee will be payable by the hirer for any damage caused to the bus/ coach by the hirer or their accompanying passengers. Photographs and a report of damage will be supplied to the hirer.</p> |
| Customer Service | <p>The company operates a complaints and compliments system to ensure we promptly deal with any service issues and to reward our drivers when compliments are received. All complaints or compliments should be made in writing via email, charter@scbuslines.com.au or via our website on our customer feedback form: https://scbuslines.com.au/contact-us/</p> |
| Drivers Hours | <p>Driver's Hours (Fatigue management) and rest periods are strictly regulated by Australian Law and the Hirer accepts responsibility for timings agreed at confirmation of booking. The Hirer 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 Confirmation. If any breach is likely to occur the hirer agrees to pay any additional costs incurred (see additional costs tab).</p> <ul style="list-style-type: none"> • If delays occur for whatever reason, the Company may take whatever action is deemed necessary for the Vehicle to comply with the law. Where delays do occur, the Company 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 the Company. |
| Breakdown or Delay | <p>The Company may give advice on journey times in good faith, but cannot guarantee that the journey is completed by a specific time and cannot accept any responsibility or liability whatsoever for traffic congestion, road accidents, adverse weather conditions, compliance with requests of the police, or other government officials and security services or other matters outside its reasonable control and will not be liable for any inconvenience or loss incurred caused by a breakdown or unforeseen delay be that en-route to pick up the Hirer or en-route to the booking destination as a result. The hirer will not be charged delay costs if the delay is also out of their control.</p> <p>It is strongly recommended that the Hirer should consider insuring against this risk if journey times are particularly crucial, for example for the commencement of an event. However if a vehicle breaks down on route, it will be the responsibility of the company to find a suitable alternative and ensure the hirer and accompanying passengers reach their booked destination, as SCB has a large fleet of vehicles we aim to avoid long disruptions to service at all times.</p> |

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| Force Majeure | Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its reasonable control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, strikes, including, without limitation, failure of suppliers, subcontractors, and carriers, bad weather, and/or any other cause beyond the reasonable control of the party whose performance is affected to substantially meet its performance obligations under this Agreement. See further details in Payment terms other fees incl cancellation in relation to Covid -19 |
| Payment Terms & Banking Details | <p>Full payment for the transfer must be received no less than 7 days before the first date of travel unless otherwise expressed in writing. Payment terms are strictly upon receipt of invoice, or as otherwise specified.</p> <p>Our banking details for payment are on the bottom of invoice and statements which will be emailed.</p> <p>Payments can also be made via Credit Card, please contact office to arrange this method on 02 64 95 6452.</p> <p>Payments can also be made via our website, to arrange payment via this method please email charter@scbuslines.com.au and in subject include the charter invoice number.</p> |
| Photographs and Privacy | <p>In relation to the bus fleet, there are photos of our different bus types on the website, and bus photos can be supplied if necessary for the hirer to see the quality and type of our fleet. These photos are however illustrative only and a differently make/ model and livery/ appearance may be supplied, however the features will match the request in terms of seatbelts, luggage etc.</p> <p>If photos are taken of groups or people whilst on tour, they will only be used in marketing if express consent in writing is given by hirer or individuals in the group.</p> <p>The company respects the privacy of its clients. The personal information collected by the company is used for the purpose of meeting your travel requirements.</p> |

| Payment terms other fees incl. Cancellation (*Credit card fees will apply) | |
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| Full payment | Full payment for the transfer must be received no less than 7 days before the first date of travel unless otherwise expressed in writing. Payment terms are strictly upon receipt of invoice, or as otherwise specified. |
| Bond | A \$500 refundable bond will be required for all bookings where; The event being attended will inevitably involve drinking and celebrations that may lead to unruly behaviour, damage, or excessive mess on the vehicle, extra time or drop offs. The bond will be held on credit card for up to 2 days post hire. Any requirement to use the bond will be discussed between the hirer and company, photo evidence will be supplied where necessary. |
| Overtime / Additional Costs | Should the Customer be late for any pickup as set out in the Booking Confirmation the Customer will be liable for any additional costs incurred by the Company in providing the Service including, without limitation, the costs of obtaining a replacement vehicle if the original becomes unavailable, and obtaining additional Drivers. The hirer should not assume use of the vehicle between set down and pick-up unless otherwise previously stipulated in the booking. Over time charges: <ul style="list-style-type: none"> • If the actual departure time is made within 10 minutes of the scheduled/ confirmed time no overtime charges will be levied. Any departures that take place 10 minutes or later than the scheduled/ confirmed pickup time will be charged at a rate of \$120 per hour including GST or \$30.00 per 15 minutes. |
| Cancellation within 24 Hours of travel date | Full or part payment as per managers discretion, plus a \$45 booking fee. |
| Cancellation 1 – 7 days for bookings in the local region, (80km radius) | 1 – 7 days No Charge (Credit card fees will apply) |
| Cancellations 1 - 7 days bookings which are out of region and more than one consecutive day | 1 – 7 days 20% of booking plus \$75 booking fee. 7+ days No Charge |
| Cancellation at time of travel | If coaches/ buses arrive at pickup location and are not required and have not been cancelled, the full amount will be invoiced as per the booking. |
| Covid 19 refund policy | A full refund will be provided if the charter is cancelled due to the effects of the COVID-19 pandemic (or other communicable diseases), including because of government imposed restrictions, a public health issue affecting the operators ability to provide the services under this agreement, and other measures enacted to restrict the spread of COVID-19 (or other communicable diseases) as a result of government issued requirements or directives. This is not applicable to any third parties fees that may be imposed to the hirer. |