

Wests National Coaches Terms and Conditions

1) Definitions, In these terms:

- a) 'Company' or 'Wests National Coaches' means Wests Transport Enterprises P/L (trading as Wests National Coaches).
- b) 'Customer', 'you' and 'your' means the purchaser of charter services from the company.
- c) 'Terms and Conditions' means these Terms and Conditions.

2) PRIVACY

- a) Wests National Coaches has a privacy policy that all personal information received in the performance of our services will be treated with confidentiality by the company and its staff in accordance with the Department of Transport and Main Roads Contract requirements and School Transport Assistance Policy, unless otherwise required or authorised by law.

3) QUOTATIONS

- a) Wests National Coaches charters are quoted on time, distance, vehicle size and availability and. Accordingly, any variance to the above, eg late departure, extra distance or damage will incur extra charge to charter cost. Quotes are subject to availability at time of booking.
- b) All quoted prices include GST and are to be paid to the company in \$AUD.
- c) If directions of route are not requested, the most direct route will be used for the purpose of quotation.
- d) Unless quoted as such, a vehicle should not be assumed to remain between outward and return journey or to remain available for the hirer's incidental use between these journeys.
- e) We do not pay commissions on any quoted price unless prior approval is given.
- f) All prices are given in writing by email or post. Verbal quotes will not be considered binding as authenticity cannot be guaranteed.
- g) Quotes are based on the understanding that they will proceed with normal times and without undue delay beyond our control, including but not limited to weather, act of God, passenger injury or traffic accident. Sometimes these unforeseeable delays incur significant cost above and beyond the booked charter cost and the company cannot feasibly allow for these unknown costs into our quotes but will make best effort to advise you as soon as we are aware of them. Delays/diversions and any decisions in respect of the above will be at the sole discretion of the company and as not allowed for in quoted charter costs, further payment may be required.

4) ACCESS

- a) Any route, pickup/drop off or destination stated as part of charter booking is subject to suitable safe access to/via the stated location for the vehicle used. If this cannot be safely accessed, as determined by the company and/or driver, Wests National Coaches and/or its driver will, where possible, advise the nearest pickup/drop off location.

5) BOOKING REQUIREMENTS

- a) To secure your booking we will require a non refundable deposit of \$100 per vehicle to be paid at time of booking (excl. account customers). Your booking of any charter with the company is accepted subject to the terms and conditions here and by confirming your booking you accept that these terms and conditions will apply.
- b) School students or groups aged Under 18 must have at least one responsible adult travelling on coach who will be responsible for their well being and behaviour.

6) BOOKING CONFIRMATIONS

- a) Charters booked with Wests National Coaches will receive an emailed 'Booking Confirmation' with reference number. PLEASE NOTE: Receipt of your School/Company issued purchase order DOES NOT constitute a confirmed booking until you have received confirmation as above. Any change to a booking is subject to availability.

7) PAYMENT TERMS

- a) For Account customers (e.g. schools) our payment terms are 7 days from receipt of invoice.
- b) All other charters, payment is required no later than 14 days prior to charter date. Please be aware that vehicle will not leave the depot unless full payment has been received in our account.
- c) Wests National Coaches reserves the right to pass on to the customer, without notice, any increase in cost, in relation to your charter, that may occur, including but not limited to airport pickup fees, tolls, parking charges levied by a third party supplier.
- d) Payment can be made by cash, cheque or EFT. If paying by EFT, Remittance should be supplied.
- e) Wests National Coaches currently do not have the facility to accept credit card payments, should we do so at a later date, you will be notified on invoice/at time of payment of any applicable fee.

8) CANCELLATION/REFUNDS

- a) Cancellation of bookings, however advised, must be acknowledged by the company confirming the cancellation. Wests National Coaches accepts no responsibility for cancellations that are not confirmed by a staff member. Charges are as follows:
- b) Cancelled more than 14 business days prior to date of charter: No Charge (Less the non refundable deposit)
- c) Charters cancelled 48hrs - 14 business days prior to date of charter: 50% of charter cost
- d) Less than 48 hrs prior to charter: No Refund
- e) Refunds of payment for any portion of booking unused will be at the discretion of the company.
- f) In the event that a charter booking requires the hiring of any third party suppliers and this is made known to you at time of booking, you acknowledge that should you cancel your booking you will be liable for payment of any charges levied by any third party supplier in respect of your booking however any and all charge will not exceed charter cost.
- g) Refund payment will be made, unless specifically requested, in the manner deemed most appropriate by the company which in most cases will be the manner in which it was paid to us.

9) DELAYS

- a) If booked times are not adhered to, driver will advise group that boarding must commence immediately. If group does not board and depart as instructed, Wests National Coaches reserves the right to withdraw the vehicle.
- b) When you have an airport pickup charter booked with Wests National Coaches, whether domestic or international, unless stated otherwise, your booking will allow 30 mins waiting time after original scheduled flight arrival time. Any time beyond this may incur extra charge for driver waiting time.
- c) If there are extensive delays to departure times on a booked charter, the company cannot guarantee that it will be able to fulfil the booking if vehicles are committed to other charters or school service runs.
- d) While every care is taken, Wests National Coaches reserves the right to alter or terminate any charter booking at any time it may be required, without notice or liability accepted, especially if circumstances occur outside of the company's control, including but not limited to, weather, vehicle breakdown or driver unavailability.

10) SUB CONTRACT

- a) Wests National Coaches reserves the right to sub contract another licenced operator/vehicle of appropriate type/size and cross hire vehicle operator/staff without prior notice.

11) FOOD AND BEVERAGE

- a) The consumption of food and beverage (other than bottled water) is NOT permitted on any Wests National Coaches vehicle unless approved prior. In such circumstances, the company may require the payment of a bond to cover any risk of damage to vehicle or any property of the company.

12) BAGGAGE

- a) Wests National Coaches reserves the right to refuse carriage of any luggage deemed unsafe or unacceptable or that cannot be carried without undue risk of damage to the item. Any oversized items must be declared at time of booking or no guarantee of carriage is given. Oversized items include but are not limited to surfboards, bicycles, golf buggies, army packs, marquees, drum kits.
- b) No luggage item or any obstruction can be placed in the aisle of the coach at any time.
- c) Whilst all due care is taken, Wests National Coaches accepts no liability for loss or damage to any property of any person directly/indirectly involved with a booking whilst travelling, boarding/d disembarking vehicle.

13) DAMAGE

- a) You will be responsible for any charge levied by the company in respect of any damage caused to the vehicle or any property of the company, whether caused directly or indirectly by yourself or any persons directly involved with you.

14) REFUSED TRAVEL

- a) Wests National Coaches reserve the right at any time in the journey to refuse travel on the coach to any persons or group that is unacceptably intoxicated and/or behaving in an abusive and/or threatening manner even if they are the customer or in any way involved with the customer and will not accept any claim by the excluded party or passengers that choose to cease travel with the excluded party for refund/compensation of alternative arrangements.
- b) If the customer or any of the group are found on a charter or at a later date to have been drinking alcohol on board, extra charges may apply.
- c) Prohibited items: Alcoholic Beverages, Smoking, Glass Containers, Golf Shoes or spikes, Fuel Containers or Gas Bottles, Generators, Firearms or other weapons (unless permitted e.g. Defence Personnel)

15) SMOKING

- a) Smoking is NOT PERMITTED, by law, on any vehicle supplied by Wests National Coaches at any time.

16) WAIVER OF BREACH

- a) No failure by the company to insist on strict performance of any of these terms and conditions constitutes a waiver of any right to which the company may have in respect to any other portion of the terms and conditions and is not a waiver of any subsequent breach of the terms and conditions by the customer or any subsequent action thereof.

17) LOSS OR INJURY

- a) Whilst all due care is taken, Wests National Coaches accepts no liability for death or injury to any person directly/indirectly involved with a booking whilst travelling, boarding/disembarking vehicle, in so far as the death or injury was not caused by the negligence of the company.

18) TESTIMONIALS

- a) By sending any feedback/testimonial/information to the company in relation to your charter booking you grant the company an unrestricted, irrevocable licence to use, display, transmit and distribute that information for the purposes of company improvement however, in accordance with our privacy policy, Wests National Coaches will not release any personal/directly identifying details unless permission is granted by you or are required by law to do so.
- b) The customer also grants permission for any photographs/video taken during the provision of service to be used for marketing purposes, including social media.

19) LIMIT OF LIABILITY

- a) Your access and participation in this website constitutes acceptance of the terms and conditions. If you do not wish to abide by this, please do not use the site. Wests National Coaches accepts no liability resulting from the use of this website. The content of this site is for informational purposes only, Wests National Coaches are not responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the site and is not responsible or liable for any errors or omissions in that information. In situation where liability cannot be excluded, liability is limited to the full value of the charter cost.

20) MODIFICATIONS

- a) Wests National Coaches is free to change the terms and conditions at any time without prior notice and these will be effective immediately, binding on the customer and any changes will be updated on the website as soon as practicable.