

# Moore's Tours

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## Moore's Tours General Terms & Conditions.

The carriage of any Passenger on our Coaches, and any related goods or services that we may provide to a Passenger in respect of such carriage, are subject to these Terms and Conditions of Carriage ("Terms") and any other terms set out on the Quote or Confirmation. These Terms and any other terms set out on the Quote or Confirmation comprise the entire agreement between us and the Passengers and, subject to the Australian Consumer Law, no other terms and conditions, unless oral or written within 24 hours notice of the pickup day will apply.

On some routes we offer our services with other Carriers under code share arrangements. This means that Passengers that have a quoted job with us may travel on another Carrier's Coach. Passengers travelling on a Coach operated by another Carrier may be subject to terms and conditions of the operating Carrier that differ from Terms. Passengers must make sure that they are aware of and must comply with these Terms as well as the operating Carrier's terms and conditions.

We are not a common carrier and reserve the right to refuse to deal with any person or to carry any Luggage without giving any reason. You agree to observe any written or oral direction that we give to you in respect of your travel on our Coach.

### DEFINITIONS

"Moore's Policy" means the Policy and Conditions set out by Moore's Tours.

"Australian Consumer Law" means Schedule 2 of the Competition and Consumer Act 2010 (Cth). "Authorised Agent" means one of our agents authorised to sell Tickets on our behalf.

"Booking" or "Charter" means the details which we or one of our Authorised Representatives have entered in our system relating to a journey to be made by a Passenger or on behalf of Groups or Carriers.

"Carrier" means any of our partners or subsidiaries with which we have a code share arrangement.

"Chaperone" means a person that agrees to accompany a Minor on a Coach, who is known to the parent/guardian of the Minor, and who is older than 15 years of age.

"Coach" means any coach vehicle including those operated by one of our Carriers.

"Consumer" has the meaning given to it in the Australian Consumer Law.

"Consumer Guarantee" means any statutory guarantee provided to Consumers under Division 1 of Part 3-2 of the Australian Consumer Law.

"Event of Force Majeure" means any circumstances beyond our reasonable control including but not limited to war, acts of terror, inclement weather, hurricanes, cyclones, severe storms or weather, hail, strikes, lockouts or raw material shortages (including shortages of fuel).

"Hand Luggage" means all items of carry-on luggage which are carried aboard a Coach by a Passenger including, but not limited to, hand bags, clothing, books, magazines, electrical equipment and components, cash, credit cards, art works, passports, jewellery, antiques and valuable items.

"Hirer" refers to the person(s) in which the quotation and/or confirmation was/is intended for.

"Luggage" means any item that a Passenger brings on our Coach, including but not limited to any items stored in storage bins and any item of Standard Luggage and Non-Standard Luggage, excluding any Hand Luggage.

"Minor" means a child aged between 3 and 11 (inclusive).

"Non-Standard Luggage" means the items identified in clause 4.4 of these Terms.

"Package Bookings" includes any package quoted to the Hirer by Moores Tours.

"Passenger" means any person with a Booking who is to be carried or who is carried on a Coach, except members of our staff.

"Related Bodies Corporate" has the meaning given to that term in the Corporations Act 2001 (Cth).

"Standard Luggage" includes any bag or suitcase, boogie board, skis, snow board, golf clubs / golf bag or golf buggy.

"Standard Luggage" means any bags, baggage, boxes or transportation vessels that weigh anywhere between 6 and 12 kilograms.

"Subsidiaries" has the meaning given to that term in the Corporations Act 2001 (Cth).

"Unaccompanied Child Form" means the form that must be completed by the parent or guardian of an unaccompanied child between the ages of 12 to 14 (inclusive) before that child will be permitted to travel with us and which can be provided via request to Moore's Tours

"us", "we" or "our" means Moore's Tours and its Subsidiaries and Related Bodies Corporate, its officers, employees, agents and subcontractors.

"Quote" is the agreement on which the excursion/job, moneys payable owed to Moore's Tours and any added terms are set out on and are expected to be agreed upon by both parties before excursion is booked into Moore's Tours or any of our Carriers systems.

### 1 RESERVATIONS

1.1 We will not be bound to provide any goods or services to any Passenger unless that Passenger has reserved a vehicle and is accepted travel by both the Hirer and the Moore's Tours Employee/ Driver.

1.2 Quotes, Terms and Conditions must be agreed to at least 7 days prior to the scheduled departure date and time. Hirers that fail to do so may have their job cancelled or quote(s) adjusted with or without further communication.

1.3 A Quote entitles the person named on it to occupy one set on the designated Coach while that Coach travels between the destinations stated on the Quote.

1.4 We are not responsible or liable for any lost, stolen or damaged quotes or receipts.

1.5 Buses are not normally hired out as "party buses". If hiring for a "party bus, the hiring fee may be subject to a bond of \$500, payable in advance which will not be refunded if these Terms & Conditions are not adhered to in full.

1.6 Charters can only be accepted on an official Booking Request (available from Moore's Tours upon request) quoting an ABN number. Failure to quote an ABN Number means a GST compliant invoice cannot be issued for GST rebate purposes.

### 2 FEES, CHARGES & PRICING

2.1 All quoted fares (whether on our website, forms, fax or via telephone) are subject to change prior to payment by the Hirer.

2.2 Hirers should ensure that they confirm the applicable fare amount, through one of the channels listed in clause 2.1 above, prior to agreeing to their quote.

2.3 In the event the hirer hires or confirms a quoted booking to hire a driver from Moore's Tours apposed to a charter service, the fees and charges will be determined on the drivers hours and wages for the job specified and Moore's Tours takes no responsibility for any damage incurred by the rostered driver to the supplied vehicle or property within, on or otherwise around the vehicle supplied for the service; which therefore remains the sole responsibility of the hirer.

2.4 Our quotes incorporate a fuel surcharge which will be identified as a separate item in the total Quote specified to the Hirer if applicable.

2.5 All Quotes/Invoices are to be paid from account customers within 30 days of the completed booking date in accordance with Moore's

Tours Policy. Any remaining moneys unpaid to Moore's Tours that may be remaining after the 30 day period incurs an accumulative charge of 10% per seven (7) day period thereafter.

2.6 Fees for charters (non-account customers) must be paid five (5) working days in advance of the charter, by cheque, bank cheque or money order - Cheques shall be made payable to "Moore's Tours" and be crossed "Not Negotiable". Fees for charters (account customers) shall be invoiced on a weekly basis, for payment within 30 days from the date of invoice.

2.7 If payment is not received by five working days in advance of the charter or hiring, the booking may be cancelled without notification.

2.8 The Hirer is responsible for the cost of repairs resulting from any damage caused to the bus by any members of the hiring party, during the charter or hiring of the bus.

2.9 If additional cleaning is required as a result of the hiring, an Excess Cleaning Fee of \$100 will apply.

### 3 DEPARTURES

3.1 Passengers must be at the departure point at least 15 minutes before the allocated departure time on the Quote or Run Sheet.

3.2 Passengers may be refused carriage if they arrive less than 20 minutes before the allocated departure time.

3.3 We will endeavour to adhere to the departure and arrival times stated but, subject to any rights that a Hirer may have as a Consumer, Moore's Tours are not held liable for any failure to meet those times.

3.4 All Passengers must, at the time of boarding the Coach are required to be prepared, calm and organised.

3.5 Passengers exiting the Coach for a meal, refreshment break or other stop are required to return to the Coach before the specified departure time. Passenger(s) who fails to board the Coach by the specified departure time will forfeit the remainder of the trip/job and will be a responsibility for all costs incurred to be paid for by the Hirer as a result.

### 4 BAGGAGE

4.1 Subject to clauses 4.2 and 4.3, Passengers are entitled to one piece of Standard Luggage on our Coaches.

4.2 Subject to clause 4.3:

(a) Passengers are entitled to 3 additional items of Standard Luggage at \$30 per item;

(b) Requests for any items in excess of three additional items will be charged at our standard freight rates.

4.4 Passengers may make a request to bring non-standard items of Luggage on our Coaches, which if approved by us in our absolute discretion will be charged as follows:

(a) \$15 per surfboard, surf-ski or sailboards;

(b) \$49 per assembled pushbike;

(c) \$25 per disassembled pushbike;

(d) \$25 per boxed pushbike; and

(e) any other non-standard items of Luggage may be charged at rates that we determine in our absolute discretion.

4.5 All items listed in 4.4 above must be accompanied by a Passenger.

4.6 Prams and wheelchairs may be brought on board our Coach free of charge regardless of how much Luggage the Passenger has.

4.7 Passengers whose journey includes a number of sectors will only be charged once per item (not charged per sector).

4.8 Surfboards, surf-skis and sailboards must be packed well in damage absorbent material and will have a maximum length of 2 metres.

4.9 Disassembled pushbikes must have the front wheel off and taped to the frame, pedals removed, chain removed or covered.

4.10 All Luggage (Standard Luggage and non-standard) must weigh no more than 12kg.

4.11 Passengers are entitled to 1 item of Hand Luggage which must not weigh more than 8kg.

4.11 Passengers must remove all Hand Luggage while disembarking at meal, rest and other stops.

4.12 Subject to clause 20:

(a) all Luggage, including Hand Luggage, is the sole responsibility of the Passenger;

(b) we accept no responsibility, and shall not be liable, for theft, loss or damage to any Passenger's Luggage whilst in our terminal, on a Coach, in transit or otherwise in our possession or control, whether caused by our negligence, recklessness, wilful misconduct or otherwise. We recommend that you carry any personal items including fragile or valuable items on your person

(c) personal or individual travel insurance is not included with your Quote. It is recommended that you obtain adequate insurance before travelling with us.

4.13 Any Luggage or Hand Luggage that is left aboard a Coach or in our terminal will be carried to a central point and stored at the Passengers risk for no more than 3 months. An administration fee of \$25 will apply for the return of lost Luggage or Hand Luggage and any freight expenses incurred in the return of lost Luggage or Hand Luggage will be incurred at the Hirers expense.

4.14 The Passenger warrants that their Luggage or any other goods taken or placed on the Coach will not, either directly or indirectly, cause any loss or damage of any kind whatsoever to us, our staff, any other passengers, any Luggage, other goods or the Coach.

4.15 In the event the hirer is solely hiring a driver from Moore's Tours and not a vehicle any baggage and or property left, lost, stolen, broken or in any way misplaced within the hired timeframe remains solely the responsibility of the hirer and Moore's Tours cannot be held accountable for any belongings no longer in the possession of the passenger(s).

4.16 Passengers with wheelchairs will be required to sit in a Coach seat and to stow their wheelchair in our storage bins.

### 5. MONITORING

5.1 All Moore's Tours vehicles are fully equipped with security cameras and monitoring equipment to ensure our high standard of safety are consistently met.

### 6 NO SMOKING

Smoking is not permitted aboard our Coaches, within 10 meters of Passengers or in our terminals at any time.

### 7 MINIMUM DRESS STANDARDS

We reserve the right to refuse carriage to Passengers who do not comply with our minimum of dress standards which include a shirt, shorts/trousers/skirt and footwear.

### 8 PERSONAL HYGIENE

8.1 Passengers must be sufficiently washed and clean prior to boarding the Coach. Any Passenger with an odour that, in our reasonable opinion (including the reasonable opinion of our staff), is objectionable to other Passengers or staff, may be asked to bathe themselves prior to boarding and/or may be required to travel on another service.

8.2 Any additional costs to us or the Passenger which are incurred as a result of our exercise of clause 8.1 above will be borne by the Passenger.

### 9 DRUG OR ALCOHOL INTOXICATION

9.1 We may refuse carriage to, or remove from our Coaches, any Passenger that we or our staff believe (acting reasonably) is intoxicated by drugs and/or alcohol and who may, or may not, pose a potential threat to themselves, others or property.

9.2 Any additional costs to us or the Passenger which are incurred as a result of our exercise of clause 9.1 above will be borne by the Passenger. The Passenger will be deemed to have travelled the relevant sector of the Ticket for which they were removed from the Coach and/or refused entry onto the Coach and will not be entitled to any refund or exchange.

9.3 If in the event the emergency services must be called and/or the Coach for any reason damaged or parked illegally, it automatically becomes the Passenger in questions responsibility to pay any costs or penalties as a result.

### 10 VIOLENT, DISORDERLY & AGGRESSIVE BEHAVIOUR

10.1 Violence, disorderly conduct and aggression will not be tolerated on our Coaches or at the pick up destination.

10.2 Passengers may be removed from a Coach or refused entry on to a Coach prior to reaching their

destination if, in our opinion including the opinion of our staff, they demonstrate violent, disorderly or aggressive behaviour.

10.3 Any additional costs to us or the Passenger which are incurred as a result of our exercise of clause 10.2 above will be borne by the Passenger. The Passenger will be deemed to have travelled the relevant sector of the Ticket for which they were removed from the Coach and/or refused entry onto the Coach and will not be entitled to any refund or exchange.

10.4 Moore's Tours reserves the right to cancel, charge additional costs and/or refuse any charter/booking as a result of unacceptable behaviour by Passengers.

#### 11 OTHER REASONS FOR REFUSAL OR REMOVAL

We may refuse entry of any Passenger onto our Coach, or may remove a Passenger from the Coach if, in our reasonable opinion (or that of our staff):

- (a) the Passenger is in breach of any of these Terms;
- (b) there is a risk that the Passenger or the Passenger's Luggage may cause disturbance, distress or discomfort, to any other Passenger or the driver or any of our staff; or
- (c) there is a risk that the Passenger may interfere with the safety of the other Passengers, the driver, our staff or the Coach.

#### 12 DISABLED PASSENGERS

12.1 It is the Passenger's responsibility to disclose to us any physical or mental condition that may hinder access to, from or while on our Coaches. 12.2 Passengers must be able to board, disembark and move around the Coach unaided or with minimal assistance from the Coach driver. Passengers must also be willing and able to comply with time restrictions and regulations at meal and other stops. Any passenger who cannot perform these functions unaided must be accompanied by a carer for the duration of the journey.

12.3 Drivers may provide minor assistance to a Passenger where required where they deem it safe to do so.

12.4 A Frequently Asked Questions document for Passengers travelling with mobility aids can be requested directly from Moore's Tours.

13.1 For passengers with a disability who require an Assistance Dog to travel with them, a certified Assistance Dog can travel with them for free when in the company of the passenger. It is the passenger's responsibility to disclose to Moore's Tours if they will have an Assistance Dog travelling with them.

13.2 Subject to availability, an extra seat will be allocated for the Assistance Dog. If two seats together are not available, the passenger may need to choose another service that has sufficient seats available.

13.3 The same rights and responsibilities are extended to trainers of Assistance Dogs when the Assistance Dog accompanies them and is in training.

13.4 A Special Assistance and Needs document for Passengers travelling with an Assistance Dog can be supplied upon request directly from Moore's Tours.

#### 14 SERVICE DELAYS & CANCELLATIONS

14.1 Our services maybe delayed or cancelled due to an Event of Force Majeure.

14.2 We will use our reasonable endeavours to assist Passengers to find another available service in such circumstances, and will not be responsible for any costs incurred by Passengers as a result of a delay or cancellation. This clause does not affect any rights or remedies under the Australian Consumer Law which can not be excluded, restricted or modified.

#### 15 INFANTS, MINORS AND UNACCOMPANIED CHILDREN

15.1 Infants must be accompanied by a parent (of any age) or a guardian (who must be 18 years of age or older).

15.2 Subject to clause 15.5 below, Minors must be accompanied by a Chaperone.

15.3 A Chaperone takes full responsibility for the Minor during the journey and may be in charge of more than one Minor on a Coach.

15.4 A Chaperone discount of 50% of full adult fare may be provided at our absolute discretion where the Chaperone returns to his or her original destination on the next available service.

15.5 Unaccompanied children between the ages of 12 and 14 (inclusive) who have a valid Ticket may be accepted for travel if their parent or guardian is

present at the terminal on departure and that parent or guardian hands over a signed Unaccompanied Child Form to the driver of the Coach prior to departure. A parent or guardian identified in the Unaccompanied Child Form (and able to provide photo identification to prove this to be the case) must be present to sign for the child upon arrival at the destination. If no parent or guardian is present, we will take the child to the nearest forward police station (i.e. the next police station on the Coach's forward journey).

15.6 Unaccompanied children between the ages of 12 and 14 (inclusive) will not be permitted to travel on connecting services even where they have a valid Ticket unless the child's parent or guardian that signed the Unaccompanied Children Form is present at the service change.

#### 16 YOUR PRIVACY

All Passenger information will be subject to our privacy policy which can be provided upon request to Moore's Tours.

#### 17 COACHES

We may substitute any Coach for another vehicle of suitable quality and safety in our absolute discretion. Substitute Coach's may not have restroom facilities, in which case we will make appropriate restroom stops along the journey (in our reasonable discretion).

#### 18 REFUNDS, CHANGES AND TRANSFERS

18.1 Subject to any other right or remedy the Passenger may have under the Australian Consumer Law, we do not offer refunds to Passengers who:

- (a) fail to board the Coach they have booked to travel on;
- (b) are removed from the Coach for the reasons set out in clauses 9, 10 or 11 of these Terms;
- (c) have been refused travel in accordance with clauses 7 or 8 of these Terms; or
- (d) in the circumstances set out in clause 14 of these Terms.

18.2 In addition to clause 19.1 above and subject to any other right or remedy the Passenger may have under the Australian Consumer Law, our policy for Ticket refunds, changes and transfers is set out in the Schedule to these Terms.

18.3 You acknowledge and agree that the cancellation fees set out in the Schedule constitute a genuine pre-estimate of our loss if you cancel your Ticket.

18.4 Despite clauses 18.1 and 18.2, we may decide to offer a refund to a Passenger in our absolute discretion.

#### 19 CAMPS AND EXTENDED STAY

19.1 We may arrange Camps or Extended Stays on your behalf with other service providers. You acknowledge and agree that we act as agent only in respect of such bookings and that our obligation is to make bookings on your behalf and to arrange relevant contracts between you and relevant service providers and that those bookings are subject to the terms and conditions of the relevant service provider.

19.2 Subject to clause 20 below, we have no responsibility for any activities conducted in respect of any Camps or Extended Stays nor do we make or give any warranty or representation regarding their standard. All bookings are made on your behalf subject to the terms and conditions and limitations of liability imposed by these service providers. Your legal recourse for those services is against the specific provider and not us. If for any reason (excluding fault by us) any service provider is unable to provide the services for which you have contracted, your remedy lies against that provider and not with us.

19.3 All Camps and Extended Stay Bookings, Quotes or Jobs are copiously bound to the terms outlined in Clause 4 and all charges incurred as a result will be charged directly to the Hirer at the strict discretion of Moore's Tours and its Representatives.

## 20 LIMITATION OF LIABILITY

20.1 Subject to clauses 20.2 and 20.3:

- (a) all conditions, warranties and implied terms, whether statutory or otherwise, are excluded in relation to any goods or services by us to Passengers under these Terms;
- (b) our accumulated liability under this agreement is limited to the cost of the Quote given to the Hirer of the vehicle.
- (c) we exclude any liability for legal costs and disbursements and, without limitation, any indirect or consequential expense, loss or damage, loss or damage to reputation, loss of goodwill, loss of profits, revenue, use, expectation or opportunity, wasted expenditure, lost production or similar losses suffered by a Passenger or Hirer under or in connection with these Terms;
- (d) subject to these Terms, we are not liable for any loss or damage arising out of or consequential upon, directly or indirectly, any abandonment of, delay in departure or delay during any trip howsoever caused;
- (e) we are not liable for any loss, damage, cost, expense or liability incurred by the Passenger as a result of an act or omission of a Carrier; and
- (f) we are not liable for any death, injury, sickness suffered by any Passenger or for any cost, loss, damage, liability or expense of any kind whatsoever suffered or incurred by a Passenger, including in respect of any theft or loss of the Passenger's Luggage.
- (g) we are not responsible for the damage, either directly or indirectly to a vehicle or property and exclude any liability for legal costs and disbursements and, without limitation, any indirect or consequential expense, loss or damage, loss or damage to reputation, loss of goodwill, loss of profits, revenue, use, expectation or opportunity, wasted expenditure, lost production or similar losses suffered by a Passenger or Hirer incurred by the actions of a employee of Moore's Tours.

20.2 The Australian Consumer Law provides Consumers with a number of protections and Consumer Guarantees that cannot be excluded or limited. These Terms, and in particular the limitations of liability set out in these Terms including but not limited to clause 20.1 and Moore's Tours Policy and Procedures, are therefore subject to, and will not apply to the extent that they limit or exclude, such protections and Consumer Guarantees applicable to Consumers. However where the Australian Consumer Law permits us to limit the remedies available to us in respect of a Passenger for a breach of a Consumer Guarantee, we hereby limit the remedies available to our Passenger, at our option, in the case of goods, to the repair or replacement of the goods, the supply of equivalent goods or the payment of the cost of having the goods repaired or replaced or having equivalent goods supplied and, in the case of services, to supplying the services again or paying the cost of having the services supplied again.

20.3 To the extent that we are deemed to supply recreational services (as defined in the Australian Consumer Law), and provided we are not deemed to have engaged in reckless conduct (as that term is defined in the Australian Consumer Law) we are not liable to any Passenger for:

- (a) death;
- (b) physical or mental injury of an individual (including the aggravation, acceleration or recurrence of such an injury of the individual);
- (c) the contraction, aggravation or acceleration of a disease of an individual; or
- (d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:
  - (i) that is or may be harmful or disadvantageous to the individual or community; or

(ii) that may result in harm or disadvantage to the individual or community.

## 21 GOVERNING LAW

These Terms are governed by and to be construed in accordance with the law of the State of New South Wales. Any proceedings against us shall be brought in the State of New South Wales and/or the Transport Authoritative Bodies.

## 22 BENEFIT OF TERMS

Moore's Tours holds the benefit of these Terms for itself and on trust for each of its Subsidiaries, Related Bodies Corporate, officers, employees, agents, subcontractors and any Carrier.

## 23 SCHEDULE - Refunds / Charges / Transfers

### 23.1 Camps or Extended Stay

#### No refund:

There will be no refund if:

- a) Booking is cancelled less than 7 days prior to the intended travel date = 100% cancellation fee
- b) A Booking is failed to load or not notified to the Supplier of any changes prior to intended travel date, or
- c) A Booking is changed and subsequently cancelled

Refund available:

#### A refund is available:

- a) If the booking was open-dated and cancelled = 25% fee
- b) If the booking is cancelled more than 7 days prior to the intended travel date = 50% cancellation fee
- c) Refunds will be processed back to the passenger in the same manner the booking was made in the event all terms have been met by the Passenger(s).

### 23.2 Packages and Charter

#### No refund:

There will be no refund where:

- a) the package has expired;
- b) a travel date has already been booked for travel or tours (ie the 1st sector of travel has been booked), or
- c) the customer has redeemed part or all of the package.
- d) The personal details on the Quote, Pass or Confirmation do NOT match the person requesting the Refund.

Refund available:

A refund is available:

- a) A refund is available for Package bookings where no travel or tour date has been initiated in accordance with 23.1(a).
- b) \$100 cancellation fee applies.

### 23.3 Other Cancellations

a) Should the charter service not be utilised after the bus leaves the Depot, for any reason whatsoever, then this shall be classified as a "non-cancelled" service. If the hirer fails to take up the charter at the nominated pick-up location, 10 minutes after the nominated pick-up time, then the charter shall be terminated and shall be classified as a "non-cancelled" service.

b) The following Cancellation Charges apply.

- "Non-cancelled" service - Full hiring/charter fee applies (no refund)
- Cancellations within 24 hours - Charged 50% of hiring fee.
- Cancellations made between 25 to 72 hours of the pick-up time - Charged 20% of hiring fee.

c) In some circumstances (e.g. Bus mechanical failure) Moore's Tours may not be able to operate a hiring service, or part thereof. In such situations, Moore's Tours will only be liable to refund to the hirer that portion of the hiring fee that relates to the non-operated part of the hiring service.

Upon acceptance of Quote, Booking, Job, Charter, Camp, Extended Stay or Invoice you agree to and are bound but not limited to these Terms and the Policy set out by Moore's Tours.