

TERMS AND CONDITIONS WITH BOOKING WITH PLAN B TRANSPORT

Your booking with PLAN B Bus Charters PTY LTD is accepted subject to the following terms and conditions and by confirming your booking you accept that these terms & conditions will apply.

1. Payment

All private hirers must be paid for at least 24 hours prior to the journey date, unless otherwise stipulated by PLAN B Bus & Coach Transport.

Payment options:

- a) Direct Transfer
- b) Credit/Debit Cards (Visa or MasterCard). PLAN B Bus & Coach Transport will charge an additional fee of 3% of the value of the booking.
- c) Cash/Cheque

Payment recovery and costs:

In the event a client fails to pay for services rendered by PLAN B Bus & Coach Transport, the debtor/s shall pay for all costs actually incurred by PLAN B Bus & Coach Transport in the recovery of any monies owed, as well as the amount owed. Under this agreement, costs of recovery include recovery agent costs, repossession costs, location search costs, process server costs and solicitor costs on a solicitor/client basis. We reserve the right to take legal action to recover owed monies and outsource the debt to an external debt collecting agency.

2. Pricing and Amendments

Any amendments to your booking after confirmation can only be accepted subject to availability. PLAN B Bus & Coach Transport reserves the right to charge an amendment fee in respect of any change to your booking in addition to any other applicable charges in relation to the amendment.

PLAN B Bus & Coach Transport reserves the right to pass on, without notice, any increases that may occur in any applicable airport charges, road tolls, entry fees or parking charges.

3. Waiting time

Waiting time can be charged as an additional cost depending upon the circumstances. The rate of overtime is determined by the size of the vehicle. This includes waiting time for flight delays and other unforeseen incidents or events e.g. traffic, incidents, natural hazards, floods,

bush fires, storms.

Any “stop” in the booking sheet, where the trip says “via stops” will be up to 10minutes, unless the stop time is specified in the booking. After 10 minutes, overtime will be charged. The rate of overtime is determined by the size of the vehicle.

5. Cancellation Policy.

ALL CANCELLATIONS ARE REQUIRED 24 HOURS PRIOR TO THE BOOKING PICKUP DATE FOR ALL SCHOOLS.

FOR ALL PRIVATE OR CORPORATE EVENTS CANCELLATIONS ARE REQUIRED 5 DAYS PRIOR TO THE EVENT.

CANCELLATIONS MADE ON THE DAY OF BOOKING WILL INCURR A 100 PERCENT CANCELLATION FEE.

PAYMENTS MADE/CANCELLATION REQUESTS

PLEASE NOTE ANY CAMP BOOKINGS MADE AND PAYMENTS MADE TOWARD THAT CAMP DATE IS FINAL. NO REFUNDS WILL BE PROVIDED FOR CAMP BOOKINGS AFTER THE 24 HOUR COOLING OFF BOOKING PERIOD.

CAMP DATES ARE HIGH DEMANDED DATES. ONCE WE HAVE SECURED YOUR DATE SHOULD YOU DECIDE TO CANCEL PRIOR TO IT THIS LEAVES OUR COMPANY IN A SITUATION WHERE ALL OTHER SCHOOLS HAVE NOW BOOKED WITH OTHER COMPANIES DUE TO OUR BOOKING BEING SECURED WITH YOUR SCHOOL. HENCE A NON REFUND POLICY APPLIES SHOULD YOU CANCEL AFTER THE 24 HOUR COOLING OFF PERIOD.

OVERDUE INVOICES

Should an invoice become overdue (or outstanding), PLAN B Bus & Coach Transport reserves the right to cancel the booking and forfeit any deposit/s. PLAN B Bus & Coach Transport also reserves the right to change the booking price when an invoice is overdue to reflect current variables that affect costs such as demand and supply should. If payment has not been received by 12:00pm the day before the trip, PLAN B Bus & Coach Transport reserves the right to cancel the booking and apply the 50% cancellation fee as there is substantial risk to PLAN B Bus & Coach Transport as we have organised a vehicle for you and turned down bookings for the vehicle allocated to you.

Please note once you have confirmed a booking and we have issued an invoice, you agree to these terms & conditions and are liable for cancellation fee, even if payment has not been made. We reserve the right to take legal action to recover owed monies and outsource the debt to an external debt collecting agency.

If this is not possible, the Company retains the right to return all monies paid and, without liability, cancel the booking providing the Customer with as much notice as possible.

In such circumstance the Company shall have no liability for any inconvenience or loss incurred and will not be liable for any direct or consequential loss howsoever arising. It is strongly recommended that the Customer should consider insuring against this risk.

9. Food and Beverage

Food & Beverages are not to be consumed on any vehicle without prior approval. In such circumstances payment of a bond may be required to cover the risk of damage to the vehicle.

Your responsibility for any damage is in accordance with these terms and conditions.

Smoking is not permitted by law on any vehicle supplied by PLAN B Bus & Coach Transport.

No alcohol is to be consumed on our coaches and we reserve the right to refuse entry on our coaches to any passengers who are intoxicated on pick up. Some exceptions may apply if prior approval is achieved with PLAN B Bus & Coach .

10. Conduct of Passengers

The client will be responsible for the conduct of passengers and for any damage caused to the vehicle during the hire. The driver has the right to refuse transport to any persons under the influence of intoxicating liquor or drugs, or who are, or are likely to become objectionable to other persons inside or outside the vehicle. If there is any form of unacceptable behaviour on or off the vehicle at any time during the hire, the driver has the right to terminate the hire immediately or the person may be removed from the bus.

11. Cleaning and Damage

Should there be any damage to the coaches or if the coach needs to be cleaned by the driver, staff or professionally cleaned, this cost will be the responsibility of the passengers.

You are responsible for any charge levied by a supplier in respect of any damage caused to a vehicle as a direct result of your booking. You will not be responsible for payment where damage was caused by the actions of any employee of the supplier. In all cases the driver of any vehicle will have the discretion to stop the vehicle and disembark those passengers engaging in unacceptable or unruly behaviour.

12. Coach Restrictions

Our vehicles will not travel on any roads that inaccessible, that could cause damage or put passengers at risk.

13. Vehicle Specifications

Vehicle specification are subject to change without notice and will be subject to availability at the time of the booking.

Where PLAN B Bus & Coach Transport is unable to service a booking with our own vehicles, we reach out to our trusted network of high quality bus suppliers to service the booking with their vehicles. Notice is not required as all your booking requirements will still be fulfilled to the highest quality and standard.

14. Complaints

Customers have the right to make complaints; each bus has a general complaint/feedback form and a drivers complaints form. Alternatively feedback, positive or negative, can be directed to info@planbtransport.com.au

15. Liability

PLAN B Bus & Coach Transport has no liability for any act, omission or default, whether negligent or otherwise of any supplier. We have no liability for any loss or damage occasioned by the negligence, act or omission of any supplier or other third party. In circumstances where liability cannot be excluded, such liability is limited to the value of the purchased travel arrangements. As we are not at fault for issues caused by suppliers, defamation applies when the negligence of a supplier is referred to as being the negligence of PLAN B Bus & Coach Transport, resulting in appropriate legal action being taken.

Privacy Policy

Your privacy is very important to us. We want to make your experience with us as enjoyable and rewarding as possible and we want you to use our site with complete confidence. PLAN B Bus & Coach Transport is strongly committed to protecting your privacy and will only store information relevant for bus charters and billing purposes. This information is only accessible by PLAN B Bus & Coach Transport management. We will never share your private information with a third party.

PLAN B Bus & Coach Transport is bound by the Privacy Act 1988 (as amended) and the Australian Privacy Principles. This Privacy Policy describes how we collect information from our users and how we use the information we collect and the choices you have concerning the collection and use of such information.

PLAN B Bus & Coach Transport reserves the right to revise, amend, or modify our policy and our other policies and agreements at any time and in any manner. Any revision,

amendment, or modification will be posted on our website: www.PLAN B Bus & Coach transport.com.au. Questions about this Privacy Policy or the practices described herein should be directed to us at info@planbtransport.com.au

We recognise the importance of protecting the privacy of information collected about visitors to our web site, in particular information that is capable of identifying you (“personal information”). Any information, we collect in relation to you, is kept strictly secured. We do not pass on/sell/swap any of your personal details with anyone.

PROTECTING YOUR PERSONAL INFORMATION

This Internet Privacy Policy governs the manner in which your personal information, obtained through www.planbtransport.com.au, will be dealt with. We welcome your comments and feedback. We reserve the right, at our discretion, to modify or remove portions of this Internet Privacy Policy at any time. The Internet Privacy Policy is in addition to any other terms and conditions applicable to www.planbtransport.com.au

Personal information about visitors to www.planbtransport.com.au is collected only when knowingly and voluntarily submitted. For example, we may need to collect such information to provide you with further services or to answer or forward any requests or enquiries.

It is our intention that this policy will protect your personal information from being dealt with in any way that is inconsistent with applicable privacy laws in Australia.

USE OF INFORMATION

Personal information that visitors submit to our site is used only for the purpose for which it is submitted or for such other secondary purposes that are related to the primary purpose, unless we disclose other uses in this Internet Privacy Policy or at the time of collection.

Copies of correspondence sent from the web site, data from Google’s Interest-based advertising or 3rd-party audience data (such as age, gender and interests) with Google Analytics, that may contain personal information, are stored as archives for record-keeping and back-up purposes only.

DISCLOSURE

Apart from where you have consented or disclosure is necessary to achieve the purpose for which it was submitted, personal information may be disclosed in special situations where we have reason to believe that doing so is necessary to identify, contact or bring legal action against anyone damaging, injuring, or interfering (intentionally or unintentionally) with our

rights or property, users, or anyone else who could be harmed by such activities. Also, we may disclose personal information when we believe in good faith that the law requires disclosure.

We may engage third parties to provide you with goods or services on our behalf. In that circumstance, we may disclose your personal information to those third parties in order to meet your request for goods or services.

SECURITY

We strive to ensure the security, integrity and privacy of personal information submitted to our sites, and we review and update our security measures in light of current technologies. Unfortunately, no data transmission over the Internet can be guaranteed to be totally secure. However, we will endeavour to take all reasonable steps to protect the personal information you may transmit to us or from our online products and services. Once we do receive your transmission, we will also make our best efforts to ensure its security on our systems.

In addition, our employees and contractors who provide services related to our information systems are obliged to respect the confidentiality of any personal information held by us. However, we will not be held responsible for events arising from unauthorised access to your personal information.

COOKIES

Cookies are data that a web site transfers to an individual's hard drive for record-keeping purposes. Cookies, which are industry standard and are used by most web sites, including those operated by us, can facilitate a user's ongoing access to and use of a site. They allow us to customise the web site to your needs. If you do not want information collected through the use of Cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature. But you should note that cookies may be necessary to provide you with some features of our on-line services.

We and third-party vendors, including Google, use first-party cookies (such as the Google Analytics cookies) and third-party cookies (such as the DoubleClick cookie) together to report how our ad impressions, other uses of ad services, and interactions with these ad impressions and ad services are related to visits to our site.

ACCESS TO INFORMATION

We will endeavour to take all reasonable steps to keep secure any information which we hold

about you, and to keep this information accurate and up to date. If, at any time, you discover that information held about you is incorrect, you may contact us to have the information corrected.

In addition, our employees and the contractors who provide services related to our information systems are obliged to respect the confidentiality of any personal information held by us.

LINKS TO OTHER SITES

We provide links to businesses outside of our web sites, as well as to third party web sites. These linked sites are not under our control, and we cannot accept responsibility for the conduct of companies linked to our website.

We do not make any representations about third party web sites that may be linked to [Www.PLAN B Bus & Coach transport.com.au](http://www.PLAN B Bus & Coach transport.com.au). Before disclosing your personal information on any other website, we advise you to examine the terms and conditions of using that Web site and its privacy statement.

PROBLEMS OR QUESTIONS

If we become aware of any ongoing concerns or problems with our web sites, we will take these issues seriously and work to address these concerns. If you have any further queries relating to our Privacy Policy, or you have a problem or complaint, please contact us.

Further Privacy Information: For more information about privacy issues in Australia and protecting your privacy, visit the Australian Federal Privacy Commissioner's web site <http://www.privacy.gov.au/>. We welcome your comments and feedback.