



BERRY  
BUS SERVICE

## BERRY BUS SERVICE

# TERMS AND CONDITIONS

*"Our mission is to provide high quality scheduled bus services and private hirings with a strong emphasis on personalized customer service, timeliness, passenger comfort and vehicle safety." - Ben and Brooke Ogle, Owner Operators*

By placing a booking\* with Berry Bus Service, the Customer acknowledges that they have read, understood and agree to accept the Terms and Conditions as detailed below.

\*Placing a booking refers to confirming a booking via email, call, text or payment of deposit/bond.

### 1. CONDITIONS OF QUOTATIONS

Quotations are valid for a period of 60 days from the date supplied.

Quotations after this period may be subject to change, availability or price adjustment.

It is the customers responsibility to ensure the charter details provided to Berry Bus Service upon request for quotation are accurate. Berry Bus Service cannot accept responsibility for any inaccuracies in customer-provided details.

### 2. BOOKINGS

Once satisfied with quotation, bookings may be made via email or phone call.

We highly recommend that at this juncture customers review the information provided both in the quotation and in their original request for quotation to ensure all details are accurate. After confirming a booking, any changes made by the customer to charter details (date, location/s, timings and/or passenger numbers) must be communicated as early as possible. Our goal is to meet and exceed our customers expectations and requirements, however please note that adjustments to charter specifications may result in an amended quotation and some requests may not be able to be accommodated.

To confirm a booking, a deposit/bond must be paid to Berry Bus Service and will be confirmed in writing when payment is received. Once the booking is confirmed, we keep aside the resources required to service your booking. Please note we work on a first-come first-served basis, therefore it is advisable to ensure the deposit/bond is paid promptly to avoid disappointment. Bookings remain unconfirmed until a bond/deposit is received.

Any deposit/bond received by Berry Bus Service after the 60 day quotation window may not be accepted or require reassessment of the quotation before the booking is confirmed.

### 3. DEPOSIT/BOND AND FINAL PAYMENT

The deposit amount is a non-refundable holding deposit that also functions a bond for the charter.



**BERRY**  
BUS SERVICE

All deposit/bonds are exclusive of final balance payable and are returned upon successful completion of the charter pending no additional charges are liable to the customer.

Our company policy is to have final payment made and cleared in our account at least two days before the charter. Any other arrangement must be negotiated prior to two days before the charter.

We are more than happy to issue an Invoice or receipt, however will only do so upon customer request.

Our preferred method of payment is by Bank Deposit / EFT. Please note we do not have credit card facilities.

#### 4. ALCOHOL, SMOKING AND DRUG CONSUMPTION

By law, consumption of alcohol, cigarettes and illicit substances are not permitted on board public passenger vehicles. Additionally, our company policy strictly prohibits glassware aboard our vehicles.

Passengers that are unwilling or unable to abide by these conditions may result in termination of the journey, cancellation of any other parts of a booking. In such circumstances, Berry Bus Service cannot be held liable for any customers non-compliance with safety policy.

#### 5. PASSENGER CONDUCT

Passengers are required to behave in a proper manner for the duration of their journey. Aggressive or disorderly conduct displayed toward any other passengers or staff will not be tolerated.

The Driver is responsible for the safety of the vehicle and as such may refuse to allow a passenger or passengers to board the vehicle or expel them from the vehicle if, in their sole discretion, the driver considers them unfit to travel for whatever reason (for example, being intoxicated, aggressive or abusive). The Driver may refuse to continue a journey if, in their sole discretion, they consider any passenger to be behaving in such a way that may compromise the safety of other persons, the contents of the vehicle or the vehicle itself.

#### 6. ADDITIONAL CHARGES

Berry Bus Service reserves the right to impose/deduct additional charges from customers bond for any additional overtime, cleaning of the interior of any vehicle that is in our sole judgement left in an unsatisfactory manner either during or at the conclusion of the charter period. This also applies to willful damage by passengers to either the interior or exterior of the vehicle.

On the day of travel, if a charter runs overtime or is requested to be modified in terms of time and/or distance, Berry Bus Service reserves the right to impose/deduct additional charges from customers bond. For customers with a fluid itinerary, we recommend agreeing on a fixed price rate for potential overtime prior to the charter to avoid confusion/miscommunication on the day or after the event.

#### 7. CIRCUMSTANCES BEYOND OUR CONTROL

Berry Bus Service cannot be held responsible for the consequences stemming from circumstances beyond our control. These include, but are not limited to:

- Passengers missing the bus service due to not being at the prior-to agreed location on time.
- Weather (please be mindful wet weather contingency plans if relevant).
- Traffic delays resulting in late running.



BERRY  
BUS SERVICE

- External parties modifying timings that may result in Berry Bus Service no longer being able to fulfil charter requirements.
- For door-to-door charter services, should passengers stay in locations outside the radius agreed to upon booking or in locations that are only accessible by additional and/or smaller buses, Berry Bus Service will endeavor to provide the best possible service covering all passengers. However, please note this may result in additional charges or guests being required to be picked up at the closest location our buses can safely access. These charges will be presented to the customer as an additional service option at the customers discretion.

## 8. COMPLAINTS

Please forward your concern to Berry Bus Service in writing via email to [contactus@berrybus.com.au](mailto:contactus@berrybus.com.au) and we will do endeavour to resolve any issues to the best of our abilities. Any issues arising from the hire and operation of our service must be received in writing within 30 days of the hire completion date to receive an official response.

## 9. GENERAL TERMS

The provision of bus or coach charter/hire is subject to the current Road Transport, Passenger Vehicle and OH&S regulations issued by Roads and Maritime Services. Berry Bus Service reserves the right to enforce its legal obligation in compliance with the law in all aspects of our charter provision irrespective of customer requests, conduct, actions or other circumstances affecting the provisions of charter.

This includes, but is not limited to, our right to;

- Refuse entry to bus/coach or require a passenger to disembark at any time during transit if the passenger/s appear, in the opinion of Berry Bus Service to be intoxicated or under the influence of alcohol or drugs
- Stop consumption of food or drink, alcohol or tobacco products on the vehicle
- Authorise our driver to act in the best interests of his/her passenger's safety irrespective of consequences to the hire program
- Obey road speed restrictions irrespective of unscheduled delays in transit
- Report to authorities any person acting in a manner that endangers others, this could include our stopping a hire program or may result in its cancellation
- Refuse to carry dangerous, flammable or illegal items/goods on any part of a passenger/person or the vehicle.
- Determine the suitability and nature of any baggage or items intended to be carried by, or for, passengers on or within the vehicle cabin or storage areas and to refuse such items deemed as unacceptable. We take no responsibility for baggage lost or damaged whilst being handled, on charter or any time in transit; all items carried are at the owner's risk.
- Render first aid in the best interest of passengers and take such measures deemed necessary to enlist assistance in an emergency from any available services. Costs of such emergency service provision rest with the passenger/s.
- Maintain legal driving hours and driver rest periods in line with current regulations.
- Also please note it is the customers responsibility to inform Berry Bus Service should any non-able-bodied passenger/s be requiring our bus service and as such we will do our best to accommodate



BERRY  
BUS SERVICE

passenger/s. Please note it is at the customer/guest's discretion to proceed knowingly of their condition and as such Berry Bus Service do not accept any responsibility should an issue occur.

By placing a booking with Berry Bus Service you acknowledge that you have read and are full aware of our Terms and Conditions and agree to be bound by them.