

#### PASSENGER TERMS AND CONDITIONS

#### 1. Ticket Reservations:

- 1.1 For seats to be held and booked, full payment in advance is the only security of seat availability.
- 1.2 Customers paying cash fares are required to present the correct fare to the Coach Driver on boarding the Coach where seats are available.
- 1.3 Tickets are to be produced to the Coach Driver as proof of booking. Passenger/s will be asked to provide Identification as proof of name.
- 1.4 Tickets cannot be transferred from person to person without the permission of Mackay Transit Coaches.
- 1.5 If the correct ticket for travel is not produced to the Coach Driver, passenger/s may be asked to pay a cash fare in exchange for a paper ticket.
- 1.6 Each ticket is only valid for the passenger to occupy 1 seat.

#### 2. Embark and Disembark:

- 2.1 Passengers must be at their departure points no less than 15 minutes prior to the scheduled departure time.
  2.2 All passengers are required to have their ticket ready along with photo identification prior to boarding the service. Failure to produce necessary documents may result in refusal of travel at the passenger's loss.
  2.3 It is the passenger's responsibility to check our website and/or Facebook page before travel for any delays to their services.
- 2.4 Refreshment breaks will occur in some services. When passengers exit the Coach, it is their responsibility to return to the Coach 10 mins prior to departure for boarding. Failure to do so will result in the scheduled service departure, and passengers will lose the remainder of their ticket and be responsible to seeking alternate arrangements. Mackay Transit Coaches holds no responsibility for passengers who fail to arrive prior to the scheduled departure times.

### 3. Baggage:

- 3.1 Baggage includes all items which accompany a passenger whilst aboard a Mackay Transit Coaches vehicle. This includes but is not limited to; Suitcases, hand luggage, prams etc.
- 3.2 The luggage storage bins in our vehicles are of limited space. The total amount of baggage entitlement per person is ONE piece of luggage (excluding carry-on baggage). Additional baggage can be purchased with our driver. The additional piece will be charged at a freight rate (weight) and payable at the time of boarding. See 14.
- 3.3 Prams and Wheel Chairs will be carried Free of Charge, regardless of how much luggage is checked in.
- 3.4 All baggage, including carry-on baggage, is the sole responsibility of the passenger and Mackay Transit Coaches accepts no responsibility, and shall not be liable, for theft, loss or damage to any passenger's baggage, whilst in a Mackay Transit Coaches vehicle, in transit or otherwise.
- 3.5 Lost property will be kept in Mackay Transit Coaches possession or control, stored at the administration office at the owner's risk for no more than 3 months as per Mackay Transit Coaches Lost Property Policy.

#### 4. Smoking:

Smoking is not permitted aboard any Mackay Transit Coaches vehicle at any time.

### 5. Minimum Dress Standard:

Mackay Transit Coaches reserves the right to refuse travel to passengers who do not comply with a minimum of dress standards which includes a shirt, shorts/trousers/skirt and appropriate footwear.

### 6. Drug and Alcohol Intoxication:

6.1 Mackay Transit Coaches can refuse to carry or can remove from a service, a passenger who, in the reasonable opinion of Mackay Transit Coaches, is intoxicated by drugs and/or alcohol and who may, or may not, pose a potential threat to themselves, others or property.

### 7. Violent, Disorderly and Aggressive Behavior:

Violence, disorderly conduct and aggression will not be tolerated. A person may be asked to leave or refused entry on to a coach prior to reaching their destination. If person/s are, in the opinion of staff member/s, violent, disorderly or aggressive towards the coach driver, staff members or fellow passengers, the company reserves the right to refuse travel or to remove a passenger from the service. Such refusal or removal may be enforced for a specified or indefinite period of time at Mackay Transit Coaches discretion.

### 8. Disabled Passengers:

- 8.1 It is the customers responsibility to disclose to Mackay Transit Coaches or their agent, at the time of purchasing a ticket, any physical or mental condition that my hinder access to, from or while on our coach.
- 8.2 Every passenger must be able to board, disembark and move around the coaches unaided or with minimal assistance from the coach driver. Any passenger who cannot perform these functions unaided must be accompanied by a carer for the duration of the journey. Drivers are able to provide minor assistance for passengers where required, provided that is safe to do so, and do not put themselves at risk of injury.
- 8.3 Passengers must be willing and able to comply with time restrictions and regulations at meal and other stops.

# 9. Guide Dogs:

9.1 For passengers with sight and hearing disabilities who need a Guide Dog to travel with them, the Guide Dog will travel for free when in the company of the passenger.9.2 Subject to availability, and extra seat will be allocated for the Guide Dog.

### 10. Service Cancellations and Delays:

- 10.1 Mackay Transit Coaches services may be cancelled at any time as a result of natural disasters, force majeure, road closures or conditions beyond our control.
- 10.2 It is the passenger's responsibility to check with Mackay Transit Coaches by phone, website www.mackaytransit.com.au
- Or Facebook www.facebook.com/pages/Mackay-Transit-Coaches/258796040946764

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For any reported service delays or cancellations. 10.3 If we cancel a service due to the above, only passengers who are directly affected by the service cancellation will be able to re book their travel valid for 3 months.

10.4 We will not be responsible or accountable for costs endured should the cancellation or delay of service impact passengers.

#### 11. Infants, Children and Unaccompanied Children:

- 11.1 Infants must have a parent or guardian (over the age of 18) accompany them at all times.
- 11.2 It is against Mackay Transit Coaches policy to carry children 11 years of age (inclusive) and under unless they are accompanied by a chaperone. The chaperone can be in charge of more than one child on board the service.
- 11.3 Unaccompanied children between the ages of 12 and 14 (inclusive) will be carried provided they hand a unaccompanied Child Form to the driver of the service, that has been written by a parent/guardian/responsible adult stating telephone number and address in town of departure, and name, address and telephone number of the persons meeting the child at their destination.
- 11.4 We will not accept responsibility for the unaccompanied children whilst in transit, however all care will be exercised where possible.
- 11.5 Should an unaccompanied child's parent/guardian/responsible adult be at the destination to accept the child (with appropriate Photo Identification) attempts will be made to contact them. If no contact can be made, we will discuss options for the child's care and welfare with the Police.
- 11.6 No Unaccompanied child at any time will be given permission to disembark the service at any unauthorised stop without the Parent/Guardian/responsible adult present.

## 12. Refunds, Cancellation and Transfers:

- 12.1 All bookings are Non-Refundable and Non-Transferable under the terms below;
- a) Passenger fails to board the coach as booked.
- b) The passenger is removed from the coach for reasons set out in clauses 4, 5, 6, 7 or have been refused travel in accordance with 4, 6, 7.
- 12.2 Cancellations that are made less than 24 hours prior to departure will not be refunded or transferred.
- 12.3 If passenger notifies their original booking agent 24 hours prior to the departure of a service cancellation another travel date will be offered. If another travel date cannot be agreed at the time, the original ticket purchase will be forfeit.
- 12.4 Bookings are not transferable to any other Mackay Transit Coaches services. Ticket holders will need to contact their original booking agent for enquiries and changes.
- 12.5 All Bookings and Non-transferable to other persons without prior permission and confirmation of persons details.
- 12.6 Despite clauses 12.1 and 12.2 we reserve the right to refund passengers at our own discretion.

#### 13. Special Events:

- 13.1 Special Events are Non-Refundable under the terms below;
- a) Accommodation has been booked.
- b) Tours have been booked.
- c) Cancellation is made after the cutoff date.
- d) Passengers do not show for Special Event.
- e) Special prices have been offered.
- 13.2 Cancellation will result in payment being forfeit. This means payments cannot be transferred to other dates or services or individuals without consent from Mackay Transit Coaches.
- 13.3 All Clauses 1, 2,3,4,5,6,7,8,9,10 and 11 apply to Special Events in their entirety.
- 13.4 Despite clauses 13.1 and 13.2 we reserve the right to refund passengers at our own discretion.
- 13.5 We reserve the right to cancel a Special Event at any time prior or during the specified time for the Special Event. Reasons to do so would include:
- a) Inclement weather beyond our control.
- b) Road or travel issues beyond our control.
- c) Failure to reach a minimum number to meet the requirements to carry out Special Event.
- d) Any reasons beyond our control.

#### 14. Freight:

- 14.1 No freight items are to be more than 20 kg or 1.5 m in any dimension, contain live animals or dangerous goods (listed below)
- Explosives
- Flammable Gases
- Non Flammable or Non Toxic
- Toxic Gases or Toxic substances
- Flammable Liquid or Flammable Solid
- Spontaneously combustible substances
- Oxidising substances
- Radioactive Material of any kind
- Corrosives
- Magnetised Material
- Any other miscellaneous dangerous goods
- 14.2 For items in the above list, prior consent must be given before carriage. Please call 1300 MTC Bus for more information.
- 14.3 Mackay Transit Coaches reserves the right to refuse carriage of items that have not been pre-booked, if space for items is not available at the time.
- 14.4 Mackay Transit Coaches and its agents will not be liable for lost or damaged freight. Mackay Transit Coaches recommends that sufficient freight insurance be obtained.
- 14.5 Mackay Transit Coaches is not a common carrier and reserves the right to refuse to carry any freight without assigning a reason therefore. No guarantee, expressed or implied attached to any motor vehicle owned by, leased by or operated for Mackay Transit Coaches, nor can the operator or its agents accept liability for any loss, delay or cancellation or series or irregularity that may occur to be occasioned by any cause whatsoever and it is expressly agreed that all bookings for the carriage of freight are made and accepted under these stipulations and conditions.