

Greyhound Australia Terms and Conditions of Carriage

(Effective 27 December 2018)

The **Australian Consumer Law** provides Consumers with a number of protections and Consumer Guarantees that cannot be excluded, restricted or modified. These Terms, and in particular the ticket fare rules, refund and limitations of liability provisions set out in these Terms, are therefore subject to, and will not apply to the extent that they exclude, restrict or modify, such protections and any Consumer Guarantees applicable to Consumers.

These Consumer Guarantees provide Consumers with a basic, guaranteed level of protection for services that they acquire from us, including: (i) a guarantee as to due care and skill, (ii) a guarantee as to fitness for a particular purpose; and (iii) a guarantee as to reasonable time for supply. If we fail to live up to any of these Consumer Guarantees for a relevant service we provide, you may be entitled to a remedy under the Australian Consumer Law. If the breach of the Consumer Guarantees cannot be remedied or amounts to a major failure, you are entitled to a refund or other remedies under the Australian Consumer Law. You may also be entitled to compensation for reasonably foreseeable losses caused by the failure. A major failure occurs when a reasonable consumer would not have purchased the services had they known about the extent of the failure or the where the service is substantially unfit for purpose and cannot be fixed within a reasonable time.

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 Passenger's Ticket. These Terms and any other terms set out on the Passenger's Ticket comprise the entire agreement between us and the Passenger and, subject to the Australian Consumer Law, no other terms and conditions, where oral or written, will apply. We are not a common carrier and reserve the right to refuse to deal with any person or to carry any Baggage 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

Advantage Fare means a point-to-point ticket fare that can be changed up to 24 hours prior to departure, but is not refundable except in certain circumstances including under the Australian Consumer Law

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

Baggage 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 Baggage and Non-Standard Baggage, excluding any Hand Baggage

Booking means the details which we or one of our Authorised Agents have entered in our system relating to a journey to be made by a Passenger, or in the case of a Ticket with an open date, the details of the Passenger and the type of Ticket purchased by the Passenger

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

Chaperone means a person 15 years of age or older, that agrees to accompany and take responsibility of a child/s on a Coach, for the duration of the child's journey. They are the parent/guardian, or are known by the parent/guardian of the child and will return to their origin on the next available service

Child means a child aged between 3 and 14 (inclusive)

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

Commuter Pass means a multiple trip pass on selected commuter routes only

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

Early Bird Fare means a point-to-point ticket fare that cannot be changed and is not refundable except in certain circumstances including under the Australian Consumer Law. As of 17 September 2018 Early Bird fares replace Saver Fares

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)

Experience & Accommodation Bookings mean any activities that are coordinated through the adventure booking facility pursuant to clause 20

Express Ticket means a booking that has point to point travel sectors only.

Flexi Fare means any full priced fare on a point-to-point ticket. As of 17 September 2018 Flexi Fares are replaced by Premium Fares

G-dollar means the virtual currency owned by Greyhound

G-wallet means the virtual portal where G-dollars are accumulated and held for redemption later

Greyhound means Greyhound Australia Pty Ltd ACN 104 326 383

Guardian means a person that is travelling with a Child / Infant on a Coach, who is known to the parent of the Child / Infant, and who is 15 years or older

Hand Baggage means all items of carry-on Baggage 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, jewelry, antiques and valuable items

Hop On Hop Off Pass means a hop on hop off pass for one-way long distance travel only

Infant means a child aged 2 and under

KM Pass means a kilometer pass that can be used for a combination of travel, accommodation and adventures

Non-Standard Baggage means the items identified in clause 10.3 of these Terms.

Pass Top up means additional kilometres (kms) have been purchased for travel to be booked

Pass Upgrade means an extension purchased that allows extra time to complete travel

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

Premium Fare means any point-to-point ticket fare that can be changed up to 15 minutes prior to departure via our Call Centre, open dated for 3 months from the date of purchase, or refunded for any reason, such as for change of mind, if a Premium Upgrade is purchased at the time of booking

Premium Upgrade is an additional fee that, without limiting any rights or remedies under the Australian Consumer Law, allows cancellation and/or refund for any reason (including change of mind) on Premium Fare Express Ticket. Premium Upgrade is only available for purchase from Greyhound's Travel Centres, Call Centre and Website.

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

Saver Fare means any special, promotion or discounted fare on point to point ticket

Short Hop Pass means a hop on hop off pass for shorter distance travel only

Standard Baggage includes any bag or suitcase, boogie board, skis, snowboard, golf clubs or golf bag

Student means a person aged 15 years or older who has a recognised student identification card

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

Ticket means any Express Ticket, Travel Pass or Adventure Bookings issued by us or one of our Authorised Agents to a Passenger containing details of the Booking, including an E-Ticket

Travel Days is defined as a 24 hour period commencing at 00:00am and ending at 23:59pm AEST (Australian Eastern Standard Time)

Travel Package includes any Greyhound Travel & Stay Package or Greyhound Attraction Package. Package bookings include components of Greyhound Travel and Adventure products

Travel Pass means all hop on hop off passes to use on our Coach network between set destinations, pre-determined days or on an allocated kilometer allowance and includes Hop On Hop Off, Short Hop, Commuter, KM Passes and Whimit

us, we or our means Greyhound Australia Pty Ltd and its Subsidiaries and Related Bodies Corporate, its officers, employees, agents and subcontractors

Whimit means a Travel Pass with unlimited travel up to a pre-set number of days purchased

1. TICKET RESERVATIONS

- 1.1. We will not be bound to provide any goods or services to any Passenger unless that Passenger has reserved a seat and paid for their Ticket in full
- 1.2. A ticket entitles the person named and all others booked on that ticket, to occupy one seat each on the designated Coach while travelling between the destinations stated on the ticket, with the exception for infants travelling with two paying passengers
- 1.3. We reserve the right to restrict available seats to all ticket types at any time without notice
- 1.4. We are not responsible or liable for any lost, stolen or damaged Tickets
- 1.5. At the time of booking each Passenger will be assigned a seat for each individual service they are travelling on. Assigned seats can be changed up until the coach departs by using My Greyhound or contacting Greyhound's Travel Centres or Call Centre
- 1.6. Seat allocations, whether chosen by the Passenger, or automatically assigned, are subject to availability; not guaranteed and may be affected by last minute service and/or coach changes. We may change your seat at any time, even after you have boarded the coach for any reason, including safety or operational reasons, including coach changes for any reason
- 1.7. Passengers with specific needs, are required to contact Greyhound's Travel Centres or Call Centre to discuss prior to departure
- 1.8. Passengers travelling on a Travel Pass or Travel Package Ticket, who wish to be seated together are required to select their seats independently. Greyhound is not able to disclose seating allocation for other Passengers

2. FEES, CHARGES & PRICING

- 2.1. All quoted fares (whether on our website, at one of our terminals, through our call centre or from one of our Authorised Agents) are subject to change prior to payment by the Passenger
- 2.2. Passengers should ensure that they confirm the applicable fare amount, through one of the channels listed in clause 2.1 above, prior to paying for their Ticket.
- 2.3. All Tickets paid by credit card will incur a processing fee of 1.7%
- 2.4. All Bookings made through our call centre, travel centers and tickets purchased directly from drivers will incur a booking fee of \$5. This fee will be included in the total fare at the time of payment
- 2.5. Parents or guardians accompanying an Infant must purchase a Ticket for themselves and must pay 50% of the standard adult fare for a Ticket for the Infant. If the same parent or guardian wishes to accompany a second Infant, that second Infant will receive a Ticket for free. Any additional Infants accompanied by the same parent or guardian will be charged at 50% of the standard adult fare for a Ticket
- 2.6. Nursed Infants who are accompanied by 2 paying Passengers will receive a Ticket for free (up to a maximum of 2 Infants)

3. TICKET FARE RULES

3.1. EXPRESS TICKET

- a) Premium Fare
 - 3.1.a.1. Entitles the passenger to keep the date of their Booking open for 3 months from the date of purchase
 - 3.1.a.2. Passengers are able to change their travel to another date or time up to 15 minutes prior to the booked departure time. If passengers are seeking to change their travel within 24 hours prior to departure then they must contact either the Greyhound Call Centre or a Travel Centre
 - 3.1.a.3. Refunds are available for any reason (including change of mind) where a Premium Upgrade has been purchased at the time of booking and Greyhound Australia is advised prior to the expected departure time (reasonable processing fees and the Premium Upgrade fee are excluded from refunds of this nature), and in certain circumstances under the Australian Consumer Law
- b) Advantage Fare
 - 3.1.b.1. Passengers are able to change their travel to another date or time up to 24 hours prior to the booked departure time
 - 3.1.b.2. Refunds are not available except in certain circumstances including under the Australian Consumer Law
- c) Early Bird Fare
 - 3.1.c.1. Passengers are not able to transfer to another date or time
 - 3.1.c.2. Refunds are not available except in certain circumstances including under the Australian Consumer Law
 - 3.1.c.3. For Saver Fares purchased prior to 17 September:
 - 3.1.c.3.1. Changes to travel are permitted up to 15 minutes prior to commencement of travel and only if Premium Upgrade has been purchased at the time of booking. If passengers are seeking to change their travel within 24 hours prior to departure then they must contact either the Greyhound Call Centre or a Travel's Centre
 - 3.1.c.3.2. Refunds are available for any reason (including change of mind) where a Premium Upgrade has been purchased at the time of booking and Greyhound Australia is advised prior to the expected departure time (reasonable processing fees and the Premium Upgrade fee are excluded from refunds of this nature) and in certain circumstances under the Australian Consumer Law

3.2. TRAVEL PASS

- a) Hop On Hop Off Pass
 - 3.2.a.1. First day of travel must commence within 12 months from the date of purchase
 - 3.2.a.2. Travel validity is 90 days for the individual pass commencing from the first sector travelled
 - 3.2.a.3. Valid for one-way travel only, once only, up to the maximum distance required to complete the one-way trip purchased
 - 3.2.a.4. Sectors travelled twice will result in forfeiting your Travel Pass
 - 3.2.a.5. Hop On Hop Off Pass upgrade allows an extra 3 months' (90 days) validity to the pass and can be extended once only
- b) Short Hop Pass
 - 3.2.b.1. First day of travel must commence within 12 months from the date of purchase
 - 3.2.b.2. Travel validity is 30 days for the individual pass commencing from the first sector travelled
 - 3.2.b.3. Valid for one-way travel only, once only, up to the maximum distance required to complete the one-way trip purchased
 - 3.2.b.4. Sectors travelled twice will result in forfeiting your Travel Pass
 - 3.2.b.5. Short Hop Pass upgrade allows an extra 1 month (30 days) to complete travel and can be extended once only
- c) KM Pass
 - 3.2.c.1. First day of travel must commence within 12 months from the date of purchase
 - 3.2.c.2. Travel validity is 365 days for the individual pass commencing from the first sector travelled
 - 3.2.c.3. Valid for travel anywhere on the Greyhound network up to the total number of kilometres purchased

3.2.c.4. KM Passes can be extended by purchasing additional KMs and can be topped up once only. Should additional KMs be required after the first top up a new Ticket type must be purchased

- d) Commuter Pass
 - 3.2.d.1. First day of travel must commence within 3 months (90 Days) from the date of purchase
 - 3.2.d.2. Travel validity is based on the number of trips limited as per the related pass (eg: 10 Trip pass must be used within 90 days) commencing from the first sector travelled
 - 3.2.d.3. Travel valid for the number of trips purchased between the two pre-set city pairs
- e) Whimit
 - 3.2.e.1. First day of travel must commence within 12 months from the date of purchase
 - 3.2.e.2. Whimit is valid for unlimited travel on Greyhound Australia services for the number of consecutive days purchased
 - 3.2.e.3. The available Travel Days commence at 00:00am on the date that the first sector commenced and ends at 23:59pm on the last day
- f) Where a sector commences on the last Travel Day and ceases on the following day, the journey will be able to be completed, even after validity has passed
- g) We note that certain services may book out weeks in advance, particularly during Australian School holidays and long weekends
- h) To avoid disappointment, we recommend Travel Pass holders book a seat for preferred travel times and dates well in advance of the service departure
- i) Travel Passes and Travel Packages can only be used by the person whose name appears on the original booking
- j) Passes and Packages cannot be transferred to another person
- k) Minimum age to travel on a pass is 15 years, if 14 or under the requirements in clause 5 (infants and children) take effect
- l) Passengers are able to change their travel to another date or time up to 15 minutes prior to the booked departure time. After this time, if the passenger does not show up for travel the sector will be forfeited and the registered as a fail to board the coach. If passengers are seeking to change their travel within 24 hours prior to departure, then they must contact either the Greyhound Call Centre or a Travel Centre

3.3. TRAVEL PACKAGE

- a) Day Trip Package
 - 3.3.a.1. First day of travel must commence within 12 months from the date of purchase
 - 3.3.a.2. Travel validity is 60 days for the individual pass commencing from the first sector travelled
 - 3.3.a.3. Valid for return travel between two pre-set destinations
- b) Travel and Accommodation Package
 - 3.3.b.1. First day of travel must commence within 12 months from the date of purchase
 - 3.3.b.2. Travel includes a Greyhound Whimit Pass and is valid for unlimited travel on Greyhound Australia services for the number of consecutive days purchased
 - 3.3.b.3. The available Travel Days commence at 00:00am on the date that the first sector commenced and ends at 23:59pm on the last day
- c) Other Package types
 - 3.3.c.1. First day of travel must commence within 12 months from the date of purchase
 - 3.3.c.2. Travel validity is determined by the travel pass that is included in the package. Refer to the fare rules applicable to the included Travel Pass as detailed in clause 3.2

3.4. EXPERIENCES AND ACCOMMODATION

- a) Experience and Accommodation Bookings are confirmed on your behalf with other service providers
- b) 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
- c) Subject to clause 19, we have no responsibility for any activities conducted in respect of any Tour Bookings nor do we make or give any warranty or representation regarding their standard
- d) All bookings are conducted 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
- e) 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

4. REFUNDS

- 4.1. These refund provisions are subject to any rights and remedies under the Australian Consumer Law. You may be entitled under the Australian Consumer Law to a refund and/or compensation in certain circumstances (for example following a delay or cancellation) if this constitutes a breach of the Consumer Guarantees. Whether there has been a breach of the Consumer Guarantees depends on the circumstances including for example factors such as the reason for any delay or cancellation, the length of any delay, and whether we remedied the delay or cancellation, for example by placing you on another service within a reasonable time (which will depend on the circumstances). We are not required under the Australian Consumer Law to provide you with a refund if you change your mind.
- 4.2. Subject to clause 4.1, we do not offer refunds to Passengers who:
 - a) do not show up and fail to board the Coach they have booked to travel on (the sector is forfeited)
 - b) have been refused travel or removed from the coach in accordance with clauses 14, 15, 16, of these Terms
- 4.3. You acknowledge and agree that the cancellation fees set out following constitute a genuine pre-estimate of our loss if you cancel your Ticket. No cancellation fee applies where you are entitled to a refund or other remedy under the Australian Consumer Law.
- 4.4. Subject to clause 4.1, and despite clauses 4.1 and 4.2, we may decide to offer a refund to a Passenger in our absolute discretion.
- 4.5. In circumstances where a refund is available, reasonable booking fees and credit card surcharges are not included in the refund (except where you are entitled to a refund or other remedy under the Australian Consumer Law)
- 4.6. Bookings confirmed and subsequently requested to be cancelled on the same day are subject to terms set out in this clause
- 4.7. Where the original booking was made through an agent, all change requests are required to be sought through the original issuing agent
- 4.8. Subject to clause 4.1, a Premium Fare component of an Express tickets can be refunded for any reason prior to commencement of travel provided that a Premium Upgrade has been purchased at the time of booking and if Greyhound Australia is advised prior to the expected

departure time. The ticket value will be refunded excluding any reasonable booking and processing fees and Premium Upgrade costs. If the ticket was paid for in part or wholly with G-dollars then the amount of G-dollars redeemed for the purchase will be refunded back to the G-wallet excluding any reasonable booking and processing fees and Premium Upgrade costs. No exclusion for booking and processing fees and Premium Upgrade costs applies where you are entitled to a refund or other remedy under the Australian Consumer Law.

4.9. TRAVEL PASS

- a) Except in certain circumstances under the Australian Consumer Law, no refund will be given:
 - 4.9.a.1. Once travel has commenced
 - 4.9.a.2. Where a sector of travel has been booked and subsequently missed or failed to load
- b) Without limiting any rights or remedies under the Australian Consumer Law, a refund is available:
 - 4.9.b.1. Where a pass is untraveled and cancelled prior to the expiry of the Pass.
 - 4.9.b.2. Cancellations will incur a 10% fee based on the original purchase price of the pass. No cancellation fee applies where you are entitled to a refund or other remedy under the Australian Consumer Law

4.10. TRAVEL PACKAGE

- a) Except in certain circumstances under the Australian Consumer Law, no refund will be given:
 - 4.10.a.1. If a package is purchased and cancelled due to a change of mind or personal circumstances
 - 4.10.a.2. If you fail to turn up to an inclusion on the day booked and/or failed to notify the Supplier of any changes prior to intended travel day, or
 - 4.10.a.3. If a booking date of an inclusions is changed and subsequently cancelled by you (the customer)
 - 4.10.a.4. If the booking date of an inclusions is changed to open-dated and subsequently cancelled by you (the customer)
 - 4.10.a.5. After the package has expired
- b) Without limiting any rights or remedies under the Australian Consumer Law, a refund is available:
 - 4.10.b.1. If the provider of an inclusion (tour, accommodation or experience) cancels the service on the date you are booked. You will be offered the choice between changing to an alternative date or refund of the discounted purchase value of the inclusion in the package purchased, and / or any other remedy that that you may be entitled to under the Australian Consumer Law
 - 4.10.b.2. If the tour is cancelled due to a natural disaster event beyond the control of the tour provider or you (the customer), you will have the choice between changing to an alternative date or refund of the discounted purchase value of the inclusion in the package, less 10% cancellation fee. No cancellation fee applies where you are entitled to a refund or other remedy under the Australian Consumer Law

4.11. EXPERIENCE AND ACCOMMODATION

- a) Except in certain circumstances under the Australian Consumer Law, no refund will be given:
 - 4.11.a.1. If you fail to turn up on the day booked and /or failed to notify the Supplier of any changes prior to intended travel day, or
 - 4.11.a.2. If you cancel or change date within 24 hours of original departure date
- b) Without limiting any rights or remedies under the Australian Consumer Law, a refund is available:
 - 4.11.b.1. If the tour is cancelled due to a natural disaster event beyond the control of the tour provider or you, the customer, you will have the choice between changing to an alternative date or full refund less 10% cancellation fee . No cancellation fee applies where you are entitled to a refund or other remedy under the Australian Consumer Law
 - 4.11.b.2. If a booking date is changed and subsequently cancelled by you (the customer), a 10% cancellation fee applies. No cancellation fee applies where you are entitled to a refund or other remedy under the Australian Consumer Law
 - 4.11.b.3. If the tour provider cancels the service on the date you are booked, you will be offered the choice between changing to an alternative date or full refund, and / or any other remedy that that you may be entitled to under the Australian Consumer Law
 - 4.11.b.4. All refunds will be processed back to the customer in the same manner the booking was originally purchased

5. INFANTS AND CHILDREN

- 5.1. Infants must be accompanied by a parent (of any age) or a Guardian (who must be 15 years or older) for the duration of their journey
- 5.2. All Children must be accompanied by a parent, Guardian or Chaperone for the duration of their journey
- 5.3. A parent, Guardian or Chaperone takes full responsibility for the Child for the duration of their journey and may be in charge of more than one Child on a Coach
- 5.4. 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

6. DISABLED PASSENGERS

- 6.1. 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
- 6.2. Passengers must be able to board, disembark and move around the Coach unaided or with minimal assistance from the Coach driver
- 6.3. 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
- 6.4. Drivers may provide minor assistance to a Passenger where required where they deem it safe to do so
- 6.5. A Frequently Asked Questions document for Passengers travelling with mobility aids can be downloaded from www.greyhound.com.au or emailed, call us 1300 473 946

7. ASSISTANCE DOGS

- 7.1. 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 Greyhound Australia if they will have an Assistance Dog travelling with them
- 7.2. 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
- 7.3. The same rights and responsibilities are extended to trainers of Assistance Dogs when the Assistance Dog accompanies them and is in training.
- 7.4. A Special Assistance and Needs document for Passengers travelling with an Assistance Dog can be downloaded from www.greyhound.com.au or emailed, call us 1300 473 946

8. DEPARTURES

- 8.1. Passengers must be at the departure point specified on the Ticket at least 20 minutes before the allocated departure time on the Ticket
Passengers may be refused carriage if they arrive less than 20 minutes before the allocated departure time on the Ticket
- 8.2. We will endeavour to adhere to the departure and arrival times stated on the relevant Ticket but, subject to any rights that a Passenger may have under the Australian Consumer Law, are not liable for any failure to meet those times
- 8.3. All Passengers must, at the time of boarding the Coach, have their Ticket or Travel Pass, their booking number and photo identification (passport, driver's license or concession card) which matches the name on the Ticket or associated with the booking number, on their person and available for inspection. Passengers who fail to produce such information may be refused entry onto the Coach at no liability or cost to us
- 8.4. It is the responsibility of each Passenger to check any changes made to our timetables before departure. We may alter our timetables up to 24 hours in advance of the allocated departure time stated on a Ticket. Please refer to Service Updates on the website for further details at <http://www.greyhound.com.au/service-info/serviceupdates>
- 8.5. Passengers exiting the Coach for a meal, refreshment break or other stop are required to return to the Coach before the specified departure time. A Passenger who fails to board the Coach by the specified departure time will forfeit the remainder of the Ticket and will be responsible for all costs incurred by the Passenger as a result

9. SERVICE DELAYS & CANCELLATIONS

- 9.1. Our services may be delayed or cancelled due to an Event of Force Majeure. Affected Passengers will be entitled to use their Ticket (or where only one sector is affected, to travel that sector) for a period of 6 months from the date of purchase. Passengers may also have rights or remedies under the Australian Consumer Law.
- 9.2. 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 due to an Event of Force Majeure, subject to any rights or remedies under the Australian Consumer Law

10. BAGGAGE

- 10.1. Subject to clause 10.2, Passengers are entitled to two pieces of Standard Baggage on our Coaches
- 10.2. Additional baggage:
 - a) Passengers are entitled to 3 additional items of Standard Baggage at \$10 per item;
 - b) Requests for any items in excess of three additional items will be charged at our standard freight rates
- 10.3. Passengers may make a request to bring non-standard items of Baggage 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 pushbike
 - c) any other non-standard items of Baggage may be charged at rates that we determine in our absolute discretion
- 10.4. All items listed in 10.3 above must be accompanied by a Passenger
- 10.5. Prams and wheelchairs may be brought on board our Coach free of charge regardless of how much Baggage the Passenger has
- 10.6. Express Ticket Passengers whose journey includes a number of sectors will only be charged once per item (not charged per sector)
- 10.7. Surfboards, surf-skis and sailboards must be packed well in damage absorbent material and will have a maximum length of 2 metres
- 10.8. All Baggage (Standard Baggage and non-standard) must weigh no more than 20kg
- 10.9. Passengers are entitled to 1 item of Hand Baggage which must not weigh more than 8kg
- 10.10. Passengers must remove all Hand Baggage while disembarking at meal, rest and other stops
- 10.11. Subject to clause 20:
 - a) all Baggage, including Hand Baggage, 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 Baggage whilst in our terminal, on a Coach, in transit or otherwise in our possession or control, whether caused by our negligence, recklessness, willful misconduct or otherwise. We recommend that you carry any personal items including fragile or valuable items on your person; and
 - c) personal travel insurance is not included with your Ticket. It is recommended that you obtain adequate insurance before travelling with us
- 10.12. Any Baggage or Hand Baggage 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 \$26 (excluding processing fees) will apply for the return of lost Baggage or Hand Baggage and any freight expenses incurred in the return of lost Baggage or Hand Baggage will be incurred at the Passengers expense
- 10.13. The Passenger warrants that their Baggage 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 Baggage, other goods or the Coach
- 10.14. Passengers with wheelchairs will be required to sit in a Coach seat and to stow their wheelchair in our storage bins

11. WIFI & USB CHARGING

- 5.1 We will endeavour to provide access to WiFi and USB Charging on specified services. The speed and reliability of WiFi and USB Charging depend on a number of factors, including but not limited to:
 - a) the capability of devices connecting to WiFi and USB Charging
 - b) the availability of the telecommunications network providing WiFi
 - c) the physical location of the coach
 - d) the level of usage of WiFi and USB Charging on each coach
 - e) signal interference and general internet congestion
- 5.2 We do not guarantee that access to WiFi and USB Charging will be continuous, fault-free, secure or accessible at all times and will not be liable to provide partial or full refunds due to unavailability of WiFi and USB Charging

12. ON-BOARD BEHAVIOUR

- 6.1 No smoking. Smoking is not permitted aboard our Coaches or in our terminals at any time
- 6.2 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
- 6.3 Food and beverage – No hot food permitted on-board at any time. Cold drinks are allowed, but must have a screw top lid
- 6.4 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

13. PERSONAL HYGIENE

- 13.1. 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

13.2. Any additional costs to us or the Passenger which are incurred as a result of our exercise of clause 13.1 above will be borne by the Passenger

14. DRUG OR ALCOHOL INTOXICATION

14.1. 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

14.2. Any additional costs to us or the Passenger which are incurred as a result of our exercise of clause 14.1 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

15. VIOLENT, DISORDERLY & AGGRESSIVE BEHAVIOUR

15.1. Violence, disorderly conduct and aggression will not be tolerated on our Coaches or at the terminal

15.2. 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 behavior

15.3. Any additional costs to us or the Passenger which are incurred as a result of our exercise of clause 9.2 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

16. OTHER REASONS FOR REFUSAL OR REMOVAL

16.1. 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 Baggage may cause disturbance, distress or discomfort, to any other Passenger or the driver or any of our staff
- c) there is a risk that the Passenger may interfere with the safety of the other Passengers, the driver, our staff or the Coach

17. GREYHOUND LOYALTY PROGRAM

17.1. The Greyhound Loyalty Program is available to all customers who sign up and register to the My Greyhound portal (Members).

17.2. Greyhound Australia may refuse or cancel an application for membership of the Greyhound Loyalty Program for any reason.

17.3. The Greyhound Loyalty Program allows Members to earn credit in the form of G-dollars on all Express Tickets purchased and travelled on the Greyhound coach network in Australia.

17.4. Express Tickets are added to the G-wallet and are available for G-dollars credits where a Member has joined the Greyhound Loyalty Program prior to the travel date on the booking.

17.5. G-dollars will be credited to the G-wallet at the time of purchase and displayed as pending.

17.6. G-dollars that have been credited to a Member's G-wallet will "accrue" for the purposes of these terms and conditions, and become available for redemption within 24 hours after the travel of the booking for which they were credited, has been completed.

17.7. Earning G-dollars:

- a) G-dollars are earned at rates up to 20% of the Express Ticket Fare Price.
- b) Rates will vary depending on which route and service has been travelled.
- c) Rates may change at any time without notice to Members at the sole discretion of Greyhound Australia.
- d) G-dollars are not earned on the Express Ticket Fare Price portion that is redeemed using G-dollars.
- e) G-dollars are not earned when purchasing Travel Pass, Travel Package, Experience & Accommodation products or Add-ons (including Premium Upgrade, Baggage or Green Travel).

17.8. Redemption G-dollars:

- a) Accrued G-dollars may be redeemed on Express Ticket purchases, including the Fare Price and any Add-ons (with the exception of Green Travel), and are not redeemable for cash.
- b) G-dollars cannot be used to purchase any Travel Pass, Travel Package, Experience & Accommodation products or Green Travel.
- c) Accrued G-dollars maybe redeemed as a partial payment or a whole payment of an Express Ticket purchase.
- d) For partial payments, accrued G-dollars are applied to the Express Ticket Fare Price first, then subsequently to any Add-ons.

17.9. Accrued G-dollars will expire if not redeemed in accordance with these terms and conditions within 12 months of the date on which each such G-dollar was earned by the Member.

17.10. G-dollars are personal and are not transferrable or, except as expressly provided in these terms and conditions, redeemable for cash or other goods and services.

17.11. Any Authorised agent is not entitled to earn or redeem G-dollars on client bookings

17.12. Expired G-dollars are automatically removed from the G-wallet balance. No extension or re-imburement is available on expired G-dollars credit.

17.13. If Members remove themselves or unsubscribe from the Greyhound Loyalty Program, any unredeemed G-dollars credit in the Member's account will be immediately lost and cannot be claimed or regained upon re-joining the Greyhound Loyalty Program.

17.14. Greyhound reserves the right to disqualify a Member from participation in the Greyhound Loyalty Program if, in Greyhound's sole discretion, the Member has breached any of these terms and conditions or has otherwise acted illegally, fraudulently, or in a manner that would or may bring Greyhound into disrepute, or is insolvent. Disqualification may result in cancellation of any G-dollars that have accrued, or otherwise would have accrued, under the Greyhound Loyalty Program.

17.15. Greyhound reserves the right to cancel or amend the Greyhound Loyalty Program and/or these terms and conditions, including to add to, remove or change (in whole or in part) the available G-dollars, the rates at which G-dollars are earned, or the manner in which they may be redeemed from time to time.

17.16. Determination of income or other tax liability related to participation in the Greyhound Loyalty Program is the responsibility of the Member. The Member is responsible for paying all taxes and other fees and charges imposed by any governmental authority applicable to receipt of any G-dollar. Neither Greyhound nor any of its related bodies corporate (as that term is defined in the Corporations Act 2001 (Cth)) make any representation as to the current or future tax consequences to the Member arising from participation in the Greyhound Loyalty Program and will not be liable for any taxes or impost, including but not limited to income tax, fringe benefits tax, capital gains tax, goods and services tax (GST) or payroll tax.

18. 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)

19. YOUR PRIVACY

All Passenger information will be subject to our privacy policy which can be found on www.greyhound.com.au

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 Ticket purchased by the Passenger
- 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 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 Baggage

20.2. The Australian Consumer Law provides Consumers with a number of protections and Consumer Guarantees that cannot be excluded, restricted or modified. These Terms, and in particular the limitations of liability set out in these Terms including but not limited to clause 20.1, are therefore subject to, and will not apply to the extent that they exclude, restrict or modify such protections and the Consumer Guarantees applicable to Consumers.

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
- 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
- e) that is or may be harmful or disadvantageous to the individual or community
- f) 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 Queensland. Any proceedings against us shall be brought in the State of Queensland

22. BENEFIT OF TERMS

Greyhound Australia Pty Ltd holds the benefit of these Terms for itself and on trust for each of its Subsidiaries, Related Bodies Corporate, officers, and employees, agents, subcontractors and any Carrier