

Greyhound Australia Terms and Conditions of Carriage

(Effective 01 September 2020)

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 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 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 Booking Confirmation. These Terms and any other terms set out on the Passenger's Booking Confirmation 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 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 an authorised reseller of Greyhound products such as Tickets, Travel Passes, or Packages

Assistance Animal means an animal that has been trained by an accredited organisation to provide assistance to a person with a disability

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 both the reservation and 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 an open-dated product, the details of the Passenger and the product type purchased by the Passenger

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

Carer means a person who provides assistance to a Passenger requiring Travel Assistance

Chaperone means a person 15 years of age or older that agrees to accompany and take responsibility of an infant or child on a Coach for the duration of the journey. They must 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

Concession means a person who has a valid pensioner, senior card or carer card. Concession holders are eligible for a 10% discount of full fare adult Tickets

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

Corporate Agent or Partner means a corporation or business with which Greyhound has a direct relationship and who makes bookings with Greyhound on behalf of other persons (who do not make direct individual bookings with Greyhound)

Early Bird Fare means a Ticket fare that cannot be changed and is not refundable except in certain circumstances including under 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)

Experience & Accommodation mean any activities not directly pertaining to Coach travel, operated by third party service providers, and pursuant to Clause 20

G-Dollars 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

Hand Baggage means all items of carry-on Baggage that are carried aboard a Coach by a Passenger including, but not limited to, handbags, 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

Member means an eligible person who has created a valid My Greyhound account and agrees to the conditions of the Greyhound Rewards Program as detailed in section 17 of these Terms

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

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 a Ticket fare that can be changed up to 15 minutes prior to departure via our Call Centre, open dated for 12 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 Ticket. For bookings with multiple travel sectors that include a Premium Fare with an Early Bird or Advantage Fare, the Premium Upgrade will only apply to the Premium fare travel sector. 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)

Sector refers to travel between two stops on our network

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. Students are eligible for a 10% discount of full fare adult Tickets

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

Ticket means a booking for travel between two stops only

Travel Assistance refers to any assistance that a passenger may require to travel on our Coaches that does not meet the Independent Travel Conditions

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 & Accommodation Package or Greyhound Travel & Experience Package. Package bookings include components of Greyhound Travel and Experience products

Travel Pass means all hop on hop off passes to use on our Coach network

between set destinations or a number of pre-determined days and includes Hop On Hop Off, Commuter, and Whimit passes

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. BOOKINGS

- 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 Booking in full
- 1.2. The Booking Confirmation entitles all persons listed to occupy one seat each on the designated Coach while travelling between the destinations stated, with the exception of infants travelling with two paying passengers
- 1.3. We reserve the right to restrict available seats to all product types at any time without notice
- 1.4. We are not responsible or liable for any lost, stolen or damaged Bookings
- 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 Call Centre or Travel Centres
- 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
- 1.7. Passengers requiring travel assistance must contact Greyhound's Call Centre on 1300 473 946 or Travel Centres to discuss prior to departure
- 1.8. Passengers travelling on a Travel Pass or Travel Package 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 Travel Centres, 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 they confirm the applicable fare amount, through one of the channels listed in clause 2.1 above, prior to paying for their Booking
- 2.3. All Bookings for packages and passes paid by credit card will incur a processing fee of 1.7%
- 2.4. All Bookings made through our Call Centre, Travel Centres, or a driver will incur a booking fee of \$5. This fee will be included in the total fare at the time of payment
- 2.5. A person who is 15 years or older and 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 person wishes to accompany a second Infant, that second Infant will receive a Ticket free of charge. Any additional Infants accompanied by the same person will be charged at 50% of the standard adult fare
- 2.6. Nursed Infants who are accompanied by 2 paying Passengers will receive a Ticket free of charge (up to a maximum of 2 Infants)

3. FARE RULES

3.1. TICKET

- a) Premium Fare
 - 3.1.a.1. Entitles the passenger to keep the date of their Booking open for 12 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 1 hour prior to departure, 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 (booking fees, donations and the Premium Upgrade fees 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, provided another Advantage Fare is available for the alternate travel date
 - 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

3.2. TRAVEL PASS

- a) 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
- b) We note that certain services may book out weeks in advance, particularly during Australian school holidays and long weekends
- c) To avoid disappointment, we recommend Travel Pass holders book a seat for preferred travel times and dates well in advance of the service departure
- d) Travel Passes and Travel Packages can only be used by the person whose name appears on the original booking
- e) Passes and Packages cannot be transferred to another person
- f) Minimum age to travel on a pass is 15 years; if 14 or under, the requirements in clause 5 (infants and children) take effect
- g) 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 registered as a fail to board the coach. If passengers are seeking to change their travel within 1 hour prior to departure, then they must contact either the Greyhound Call Centre or a Travel Centre
- h) Hop On Hop Off Pass
 - 3.2.h.1. First day of travel must commence within 24 months from the date of purchase
 - 3.2.h.2. Travel validity is 90 days commencing from the first sector travelled
 - 3.2.h.3. Valid for one-way travel only, once only, up to the maximum distance required to complete the one-way trip purchased
 - 3.2.h.4. Sectors travelled or booked twice will result in forfeiting your Travel Pass
 - 3.2.h.5. Hop On Hop Off Pass Upgrade allows an extra 3 months (90 days) validity to the pass and can be extended once only
- i) Commuter Pass
 - 3.2.i.1. First day of travel must commence within 24 months from the date of purchase
 - 3.2.i.2. Travel validity commences from the first sector travelled and is for
 - 3.2.i.2.1.1. 90 days for 10 Trip Passes
 - 3.2.i.2.1.2. 180 days for 20 or 25 Trip Passes
 - 3.2.i.2.1.3. 365 days for 50 Trip Passes
 - 3.2.i.3. Travel is valid for the number of trips purchased between the two pre-set city pairs

- j) Whimit
 - 3.2.j.1. First day of travel must commence within 24 months from the date of purchase
 - 3.2.j.2. Whimit is valid for unlimited travel on Greyhound Australia services for the number of consecutive days purchased
 - 3.2.j.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

3.3. TRAVEL PACKAGE

- a) Day Trip Package
 - 3.3.a.1. First day of travel must commence within 24 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 24 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 24 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 owned and operated by a number third party service providers
- b) Experience and Accommodation Bookings are requested on your behalf with the service provider. Selecting a date for your Booking does not guarantee availability, or act as confirmation
- c) 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
- d) Subject to clause 19, we have no responsibility for any activities conducted in respect of any Experience and Accommodation Bookings nor do we make or give any warranty or representation regarding their standard
- e) 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
- f) 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 Booking. 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, 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 a Ticket 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 booking fees, Donations 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 booking fees and Premium Upgrade costs. No exclusion for booking 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
 - 4.9.b.3. Where a booking is confirmed and subsequently requested to be cancelled on the same day

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
- 4.10.a.3. If the booking date of an inclusion is changed and subsequently cancelled by you (the customer)
- 4.10.a.4. If the booking date of an inclusion 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 (Experience or Accommodation) 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
- 4.10.b.3. Where a booking is confirmed and subsequently requested to be cancelled on the same day

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
- 4.11.a.2. If you cancel or change the 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 Experience or Accommodation 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 Experience or Accommodation 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 and Children must be accompanied by a person who is 15 years or older for the duration of their journey
- 5.2. A person accompanying an Infant and/or Child (per clause 5.1) takes full responsibility for all Infants and/or Children for the duration of their journey
- 5.3. A discount for Chaperones of 50% of the 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. This discount can only be redeemed via our Call Centre or a Travel Centre

6. PASSENGERS REQUIRING TRAVEL ASSISTANCE

- 6.1. It is the Passenger's responsibility to disclose any Travel Assistance required to access 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 requiring travel assistance on our Coaches can be downloaded from <https://www.greyhound.com.au/travel-information/travel-assistance> or contacting us on 1300 473 946

7. ASSISTANCE ANIMALS

- 7.1. Certified Assistance Animals are able to travel free of charge when in the company of the passenger, provided they pose no public health risk, or hinder the safe operation of our services. Passengers must disclose to Greyhound if they will have an Assistance Animal traveling with them, including the type of animal, and the details of the certification from an accredited training association.
- 7.2. Subject to availability, an extra seat will be allocated for the Assistance Animal. If two seats together are not available, the passenger will need to choose another service that has sufficient seats available
- 7.3. The Assistance Animal must be trained for travel and be appropriately restrained for the entire duration of travel
- 7.4. Passengers are required to supply absorbent matting and meet the animal's needs during travel
- 7.5. The same rights and responsibilities are extended to trainers of Assistance Animals when the Assistance Animal accompanies them and is in training
- 7.6. Passengers traveling with Assistance Animals can find more information via <https://www.greyhound.com.au/travel-information/travel-assistance> or contacting us on 1300 473 946

8. DEPARTURES

- 8.1. Passengers must be at the departure point specified on the Booking Confirmation at least 20 minutes prior to the allocated departure time. Passengers may be refused carriage if they arrive less than 20 minutes before the allocated departure time on the Booking Confirmation
- 8.2. We will endeavour to adhere to the departure and arrival times stated on the relevant Booking Confirmation however, 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 Booking Confirmation and photo identification (passport, driver's license or concession card), Booking Confirmation, 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 the Booking Confirmation. 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 their Booking 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 Booking (or, where only one sector is affected, to travel that sector) for a period of 12 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 3 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 unpowered wheelchairs may be brought on board our Coach free of charge regardless of how much Baggage the Passenger has
- 10.6. 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 well-packed in damage absorbent material and will have a maximum length of 2 metres
- 10.8. All pieces of 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 from Coach 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
 - c) Personal travel insurance is not included with your Booking. 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 Passenger's 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 Passenger's 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 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 and hot drinks are allowed, but must have a screw top lid
- 6.4 No alcohol to be consumed while travelling on board the Coach

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 that 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 that 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 a Booking 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 that are incurred as a result of our exercise of clause 15.2 above will be borne by the Passenger. The Passenger will be deemed to have travelled the relevant sector of the Booking 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 REWARDS PROGRAM

- 17.1. Eligibility:
- a) Subject to 17.1.b) and c), membership in the Greyhound Rewards Program is available to eligible persons who sign up and register to the My Greyhound portal and agree to be bound by these Terms
 - b) An Authorised Agent is not eligible to become a Member of the Greyhound Rewards Program and is not eligible to earn or redeem G-Dollars on bookings. However, persons who have booked through an Authorised Agent are eligible to become a Member and to earn or redeem G-dollars by adding their booking to their account via the My Greyhound portal
 - c) A Corporate Agent or Partner is not eligible to become a Member of the Greyhound Rewards Program and is not eligible to earn or redeem G-Dollars on bookings. A person whose booking is made through a Corporate Agent or Partner is not eligible to become a Member of the Greyhound Rewards Program and is not eligible to earn or redeem G-Dollars on that booking
- 17.2. Greyhound Australia may refuse or cancel an application for membership of the Greyhound Rewards Program for any reason
- 17.3. The Greyhound Rewards Program allows Members to earn credit in the form of G-Dollars on all Tickets purchased and travelled on the Greyhound coach network in Australia
- 17.4. Tickets are added to the G-wallet and are available for G-Dollars credits where a Member has joined the Greyhound Rewards 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 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 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 Carbon Emissions Offset Donation)
- 17.8. Redemption G-Dollars:
- a) Accrued G-Dollars may be redeemed on Ticket purchases, including the Fare Price and any Add-ons (with the exception of Carbon Emissions Offset Donation), and are not redeemable for cash
 - b) G-dollars cannot be used to purchase any Travel Pass, Travel Package, Experience & Accommodation products, or Carbon Emissions Offset Donation
 - c) Accrued G-Dollars maybe redeemed as a partial payment or a whole payment of a Ticket purchase.
 - d) For partial payments:
 - 17.8.d.1. Accrued G-Dollars are applied to the Ticket Fare Price first
 - 17.8.d.2. Accrued G-Dollars are applied to the Premium Upgrade last
 - 17.8.d.3. G-Dollars on multi-sector bookings are redeemed as a percentage for each individual sector
 - 17.8.d.4. G-Dollars on multiple Add-ons are redeemed as a percentage of each individual Add-ons (excluding Premium Upgrade)
- 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. Expired G-Dollars are automatically removed from the G-Wallet balance. No extension or re-imburement is available on expired G-Dollars credit
- 17.12. If Members remove themselves or unsubscribe from the Greyhound Rewards 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 Rewards Program
- 17.13. Greyhound reserves the right to disqualify a Member from participation in the Greyhound Rewards 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 Rewards Program
- 17.14. Greyhound reserves the right to cancel or amend the Greyhound Rewards 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
- 17.15. Determination of income or other tax liability related to participation in the Greyhound Rewards 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 Rewards 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 Coaches may not have restroom facilities, WiFi, or USB charging ports, 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 Booking 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
- f) We are not liable for any death, injury, or 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

21. GOVERNING LAW

These Terms are governed by and are 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