

## TERMS AND CONDITIONS

BnG's number one priority is working with our customers to ensure all passengers are transported safely from your designated pick up location to your destination. To assist in achieving this, BnG and all Public Passenger Transport Operators must comply within the Heavy Vehicle National Law (HVNL) Act 2012 at all times. Operators must also comply with the following four HVNL regulations:

- Heavy Vehicle (Fatigue Management) National Regulation
- Heavy Vehicle (General) National Regulation
- Heavy Vehicle (Mass, Dimension and Loading) National Regulation
- Heavy Vehicle (Vehicle Standards) National Regulation

Under the HVNL everyone in the supply chain shares equal responsibility for ensuring breaches of the HVNL do not occur. Under Chain of Responsibility (COR), if you exercise (or have the capability of exercising) control or influence over any transport task, you are part of the supply chain and therefore have a responsibility to ensure the law is complied with and legal liability applies to all parties for their actions or inactions. Under COR your company/organisation has responsibilities to ensure loads do not exceed vehicle mass or dimension limits, goods carried on your behalf are able to be appropriately secured, your delivery requirements do not require or encourage drivers to exceed the speed limit or to exceed regulated driving hours, that drivers do not fail to meet the minimum rest requirements or drivers drive while impaired by fatigue.

### Mass and Load Limits

To ensure BnG meet compliance requirements in relation to Mass and Load limits we must calculate for each vehicle in our fleet maximum passenger and luggage limits to ensure our vehicles are not in breach of mass or load restrictions as per the Heavy Vehicle (Mass, Dimension and Loading) National Regulation.

For your company's requirements of passengers transporting the following limits apply to ensure there is not a breach of the HVNL:

#### Transportation – No Luggage required

Large Coach – 1 to 62 passengers

#### Transportation – Luggage required

Large Coach – 1 to 55 passengers + 20kg of luggage/supplies\*

\*further restrictions on maximum passenger numbers and/or luggage weight may apply

### Fatigue Management

To ensure BnG meet compliance requirements of the HVNL in relation to Fatigue Management all journeys are planned for/with drivers to ensure minimum rest requirements are met and maximum work hours are not exceeded. BnG operates under 'Standard Hours' of which further information can be provided by BnG or accessed on the National Heavy Vehicle Regulator website at [www.nhvr.gov.au](http://www.nhvr.gov.au).

BnG work with our customers to ensure that their responsibilities are met under the HVNL by reviewing schedules and employee rosters to ensure Fatigue and Speed Management requirements are met, Contracts are reviewed to ensure no breach of COR requirements and manifests and passenger numbers are to be provided to BnG in advance to ensure the size vehicle provided is capable of completing the journey safely and within the law of Load and Mass requirements.

### Safety Management System

The effective management of Health, Safety and Environmental hazards and impacts is of paramount importance to BnG. We care about our people and the environment in which we operate. BnG is dedicated to continuous improvement efforts to protect people and the environment in all of its business practices and operations.

BnG's Management System has been developed to document the company's policies, standards and procedures to manage health, safety and the environment so that requirements and expectations are clear and there is a standard to measure and review performance against.

Development of a culture focused on safety and a reputation of responsible health, safety and environmental practice throughout all our activities, are outcomes that our organisation shall strive to establish, maintain and continuously improve upon. We recognise that in order to achieve this, the company's Directors must lead by example and provide the necessary resources and support for the Management System. We also understand that successful implementation is reliant upon our employees, subcontractors and other stakeholders having an awareness and understanding of the relevant content of our Management System.

### **Quotation**

Prices are based on current rates. All quotes provided by BnG are subject to change if any variation is made once quote is confirmed. Quotes are valid for 28 days and may vary after this time.

### **Amendments**

Once a booking has been confirmed any amendments made may incur additional charges and fees. Changes to bookings are subject to availability and cannot be guaranteed.

### **Extensions/Changes to Booking on the Day**

Any variations to the journey on the day of booking may incur additional charges and fees. Changes are subject to availability and cannot be guaranteed.

### **Cancellations**

In the event you need to cancel your booking with BnG the following cancellation fees may apply:

- 48 hours or more prior to 9:00am on day of travel: No Charge
- 24 – 48 hours prior to 9:00am on day of travel: 50% of booking cost (min charge \$200)
- Less than 24 hours notice prior to 9:00am on day of travel: 100% of booking cost

### **Purchase Order**

Please provide your business' Purchase Order with the signed confirmation or at a minimum at least 72 hours before travel.

### **Invoicing**

A Tax Invoice for the total amount will be issued with a due date following your service. Payment is accepted by cash, cheque or direct electronic funds transfer.

### **Damage to Vehicle**

If there is any damage or unreasonable soiling caused to the vehicle as a direct result of your booking, BnG will be entitled to seek full restitution for all costs to repair or clean the vehicle. This includes but is not limited to damage to interior of vehicle, seats, windows, emergency exits etc.

### **Additional Charges**

Any additional charges after travel are due in full to BnG. These may include but are not limited to extra kilometres, changes to itinerary, damages, additional cleaning fees, toll roads used etc. All additional charges will be advised to you by email or phone after completion of your service and arrangements will then be made for payment (credit card, cheque or direct debit).

### **Seatbelts**

Seat belts must be worn at all times. The wearing of seatbelts on vehicles is the responsibility of each individual. This is a safety issue that must be adhered to whilst the vehicle is in motion. BnG accepts no responsibility for injury which may occur due to unrestrained passengers/luggage.

### **Seating**

All passengers must remain seated when the vehicle is moving and Passengers are not permitted to place any part of their body outside the vehicle whilst the vehicle is in motion.

### **Smoking**

NO SMOKING is permitted on any of our coaches (it is against the law in Queensland to smoke in a Public Transport Vehicle).

### **Food & Beverages**

Passengers are permitted to take food and beverages on board provided all rubbish is removed from the vehicle as they disembark. BnG reserves the right to refuse this policy if removal of rubbish is not adhered to.

### **Luggage Bin Doors & Trailer Doors**

Passengers are not permitted to access coach bin doors or trailer doors. Passengers are to wait for the driver to provide access to these areas. Passengers can then load/access their items as directed.

**Service Termination**

BnG reserves the right to terminate a service if any actions are deemed threatening or dangerous to other passengers, the driver or the coach.

**Driver Authority**

The Driver is authorised to have unruly passengers removed, who are threatening or place the driver or passengers in a dangerous situation. The removal of a passenger will not occur if it places that passenger at some form of risk, but may be reported to the Police if deemed necessary by the Driver or Management of BnG.

**Vehicle alternative**

Due to any unforeseen circumstances, BnG reserves the right to provide an alternate vehicle/s than quoted of at least the same passenger capacity or larger (at no extra cost). BnG reserves the right to outsource services, when it is unable to undertake a booking because of vehicle availability. This will not result in a change to quote unless the vehicle type varies and is specifically requested by the customer.

**Lost Property**

All lost property will be returned to BnG's Depot. Please contact us on Ph: 0404 187 091 if you have lost any of your property. Lost property can be collected from BnG's Depot or returned via Cash on Delivery service by Australia Post.

**We hope you enjoy your transportation with BnG!**