



ABN 60 561 737 681  
ODBS Authorisation 1000251  
PO Box 2725, Ellenbrook WA 6069

## **Terms & Conditions**

**Last Update: 16 April 2024**

**Effective Date: 16 April 2024**

### **Definitions, Disclaimers & Limitation of Liability**

Within these Terms & Conditions, the following definitions apply:

- “Rove Charters/Coastal Shuttle Service”, “We”, “Us”, “Our”, “Company”, “Representative/s”, “Business Partner/s”, Sub-Contractor/s” and/or “Employee/s” refers to Rove Charters/Coastal Shuttle Service (RM Palmer & ET Stickells Trading As Rove Charters & Coastal Shuttle Service, ABN 60 561 737 681) and its authorised persons including any other person or business we may enlist to assist us to provide our services;
- “Customer/s”, “Hirer/s”, “You”, “Your” and “Passenger/s” refers to the person or entity arranging transport for themselves or another party, regardless of whether that person or entity is a passenger during the hire

We shall not be held liable for failure to perform, or any delay in performing, obligations set forth in this agreement, and shall not be deemed in breach of its obligations if such failure or delay is due to natural disasters, strike, lock-out, or other industrial or transportation disturbances, laws, regulations or ordinances, or any other cause reasonably beyond our control.

It is expressly agreed that Rove Charters/Coastal Shuttle Service, nor any of its Business Partners, Sub-Contractors or Employees, shall be, for any reason or under any circumstances, liable to any party for any amount greater than the applicable fee agreed for the booking in question.

Rove Charters/Coastal Shuttle Service, nor any of its Business Partners, Sub-Contractors or Employees, shall be, in any event or for any reason, including breach of this agreement, either directly or indirectly, liable to any party for any special, indirect, incidental, punitive, exemplary or consequential damage or loss arising out of this agreement, even if such damages or losses were foreseeable or if Rove Charters/Coastal Shuttle Service (or any of its Business Partners, Sub-Contractors or Employees) were advised of the possibility of such damages or losses.

### **General Terms & Conditions**

Terms & Conditions are subject to change without notice. The most current version of our Terms & Conditions is available on our website at [www.rovecharters.com.au/Documents/TC.pdf](http://www.rovecharters.com.au/Documents/TC.pdf)

We shall only deal with the agency who is paying for the booking regarding any changes or cancellations. For bookings made by agencies on behalf of an end user, the agency retains the responsibility to liaise with Us on behalf of the end user/s.

Bookings are confirmed based on the information supplied when the booking was made. We cannot guarantee availability or a driver and/or vehicle to accommodate changes to timings or routes from the original confirmed booking. Notwithstanding this, We will always try to accommodate any changes on a best endeavour basis.

We reserve the right to outsource/subcontract work when we are unable to undertake a booking due to vehicle or driver availability. This will not result in an increase in the agreed quote unless the Hirer specifically requests a vehicle or service different to that originally quoted/booked.

In case of emergency, passengers should follow the directions of the Driver and emergency services personnel.

We reserve the right to substitute an assigned vehicle with a different type of vehicle, or to sub-contract the remainder of the tour or charter to another provider for any reason deemed necessary by Us.

Pick-up, Drop-off and Finish times are to remain the same as agreed in the booking regardless of the actual start time unless an extension is agreed with Rove Charters/Coastal Shuttle Service management in advance of the initially agreed Pick-up, Drop-off or Finish time.

Special requests made by the hirer during the tour or charter may be accommodated at the Driver’s discretion, assuming that the request does not impact any other booking or other policies (for example our Fatigue Management Program) and does not increase the price of the booking. Otherwise, special requests must be made to and agreed by Rove Charters/Coastal Shuttle Service management in writing prior to the hire commencing.

By booking and/or making a deposit to secure a booking (either directly or via a third party), the Hirer agrees to Our Terms & Conditions for themselves and for all persons included in the booking and each such person shall be jointly and severally bound by these Terms & Conditions.

We reserve the right to decline any booking or request at Our absolute discretion.

All monetary amounts are in AUD.

All bookings must be paid in full prior to the hire commencing, unless otherwise agreed prior and in writing by Rove Charters/Coastal Shuttle Service management.

The Hirer is responsible for selecting safe and legal pick-up and drop-off points. We reserve the right to alter pick-up and/or drop-off points should we consider the Hirer's selected point unsafe, illegal or otherwise inappropriate. We will not allow our vehicles to block driveways, streets, clearways, no stopping, no standing and/or no parking zones unless absolutely necessary, and only then for the briefest time possible. The Hirer shall be liable for any and all fines and/or penalties arising from their chosen pick-up and/or drop-off point.

Quotes are valid for 14 days and may vary after this time.

Quotations are provisional until all information is held (including but not necessarily limited to: contact details, number of passengers, dates, times, full pickup/dropoff addresses and flight details).

Provision of a quotation is not a guarantee of availability and conversion of a quotation to a booking is subject to availability.

Bookings will not be confirmed until all required information is held (including but not necessarily limited to: contact details, number of passengers, dates, times, full pickup/dropoff addresses and flight details).

Itineraries must be conveyed in writing to Us at least 48 hours prior to travel in order to ensure accessibility/appropriateness of pickup/dropoff locations.

For extended and overnight trips, a planned itinerary of the trip is required at least 14 days prior to departure, and final itinerary is required at least seven days prior to departure.

The person booking the transfer is responsible for ensuring all details provided to Us are correct. We reserve the right to seek/retain full payment for the service booked in the event of a "no-show" caused by incorrect information supplied by the Hirer.

We do not operate party buses. While vehicles may be fitted with audio systems, these are designed for general background music only and not for "party" purposes.

For safety reasons, children under 16 years must be accompanied by a responsible adult (ie parent/guardian, teacher) unless other arrangements have been made prior and in writing by Rove Charters/Coastal Shuttle Service management.

Rove Charters/Coastal Shuttle Service adheres to a Fatigue Management Program, based on guidelines determined by the Department of Transport WA. In order to comply with this policy, times may be adjusted and/or meals and accommodation costs may be added to the hire as needed.

Animals, except registered service animals, are not permitted to travel aboard any Rove Charters/Coastal Shuttle Service vehicle.

We reserve the right to sight certification of any service animal proposed to travel with a passenger.

Passengers planning to have a service animal travel with them should advise Rove Charters/Coastal Shuttle Service management when booking so that suitable seating arrangements can be made for the animal to remain with its owner.

Service animals travelling aboard a Rove Charters/Coastal Shuttle Service vehicle must wear a recognised identifying harness/coat.

We cannot guarantee exact arrival and departure times, and therefore are not liable for any failure to make connections to other services or events.

We reserve the right to cancel any service should we become any passenger test positive for Covid-19.

Your personal information may be used by Us and may be disclosed to Our representatives, agents, service providers, suppliers or other third parties for any purpose associated with the booking. Any use or disclosure of Your personal information by Us will be in accordance with the Privacy Act 1988 (Cth).

You acknowledge that photos and/or video of You and/or Passengers may be taken by Us or our Representative. These images may be used in any promotional materials, websites, all social media platforms (eg FaceBook, TikTok), etc, unless You specifically request in writing to Us not to use Your image. Otherwise, We are granted a perpetual, royalty-free, worldwide, irrevocable licence by You to use such images for publicity and promotional purposes.

For airport pickups, unless a specific pickup time is requested by You, We schedule for the driver to arrive at the pickup location:

- 15 minutes after scheduled ETA for Domestic/Regional flights
- 30 minutes after scheduled ETA for International flights

Wait time may be incurred if the driver is required to wait more than 15 minutes after the scheduled pickup time, so it is imperative You advise us of any delay/advance of your flight ETA as soon as possible prior to boarding the flight.

As We operate a variety of services, drivers and vehicles sometimes have a strict schedule to adhere to in order to ensure all passengers are collected in a timely manner. In the case that passengers have not boarded the transport by the scheduled time and We have not been able to make contact with You, the pickup will be considered a "no-show" and the driver is authorised to leave without further notice in order to ensure subsequent pickups/bookings are not delayed.

### **Equipment**

All equipment (including vehicles) provided by Us is inspected prior to the hire commencing to ensure, as far as is practicable, uninterrupted service.

If, for any reason beyond Our control, a replacement vehicle is necessary in order to replace the one originally assigned to the service, the replacement vehicle/s may be of a different type/combination.

Audio Visual equipment is installed in some of our vehicles. Requests for music and/or lighting equipped vehicles will be honoured to the best of our ability, but is not guaranteed.

Passengers must not interfere with any equipment inside, or attached to, the vehicle, at any time.

### **Breakdowns, Delays & Force Majeure Events**

Rove Charters/Coastal Shuttle Service gives its advice on journey times in good faith and does not guarantee the completion of any journey in any specific time, and will not be liable for any loss or inconvenience caused by the actual journey time and/or breakdown of the hire vehicle.

The time of arrival at the starting point, stop-over point, destination or return to point of origin cannot be guaranteed. All Our drivers are pre-selected and have instructions to at all times drive in compliance with all governing laws. Unusual road, traffic and weather conditions are beyond Our control, and delays due to these circumstances will not be the responsibility of Rove Charters/Coastal Shuttle Service or the Driver. Late arrivals due to these and other occurrences which are out of the control of Rove Charters/Coastal Shuttle Service and/or the Driver are not grounds for cancellation of the hire or any refund.

Rove Charters/Coastal Shuttle Service utilise the websites & mobile applications from various providers to track flight arrivals in good faith that the information displayed is accurate. Unfortunately, there may sometimes be discrepancies between information displayed in websites, mobile applications and actual arrival times. We cannot be held liable for delays arising from incorrect information displayed in these third party sites/applications.

#### Force Majeure Event

1. "Force Majeure Event" means any act of God, war, terrorism, fire, flood, cyclone or any other extreme weather conditions, loss of power, epidemics or pandemics (including COVID-19), public health emergencies, industrial disputes, slow-downs or other strike, riots or civil unrest, acts of government, semi government or other authorities, state and or federal government restrictions, including (but not limited to) restrictions on travel and gatherings, inability to obtain any necessary licence or consent and delays caused by sub-contractors, suppliers or other third parties (including telecommunications carriers), material shortages or other disruption to the Company's services beyond its control.
2. If any Force Majeure Event results in the Company being prevented from, or delayed in, performing any of its obligations to the Customer:
  - (a) then such a delay or prevention of performance shall not be deemed to be a breach of contract or any other obligation placed upon the Company under these terms and conditions;
  - (b) no loss or damage shall be claimed by the customer from the Company by reason thereof; and
  - (c) the Company shall use its best endeavours to minimise and reduce any period of suspension occasioned by any Force Majeure Event.
3. In the event of a Force Majeure Event, the Company, in its absolute discretion may:
  - (a) cancel or modify any routes within the product itinerary or objectives set out in the itinerary;
  - (b) substitute different or equivalent routes within the itinerary in place of cancelled or modified routes;
  - (c) postpone, cancel or delay (either in relation to the departure or arrival times or the duration of the itinerary) any aspect of the product if in the absolute discretion of the Company it is necessary to do so;
  - (d) offer a transfer of the product, or part thereof, to an alternative date within 12 months (or such longer period as is reasonable and determined by the Company in the circumstances), which transfer option is subject to availability;
  - (e) offer a credit, to the value of any monies paid, which credit will be transferable to another person and valid for travel within 12 months from the issue date (or such other longer period as determined by the Company in its absolute discretion), provided that:
    - i. any additional costs payable on the new product will be payable by the Customer in full at the time of booking;
    - ii. additional costs may apply for the product in future season; and
    - iii. the credit, or any balance on a partially used credit, is not redeemable for cash.

If a delay or advance of a pickup is required (eg flight is delayed or departs early), You must advise Us as soon as possible (prior to boarding the flight, if applicable). We reserve the right to amend/cancel a pickup if the allocated driver and/or vehicle is unavailable for the revised time.

#### **Conduct of Passengers**

All passengers must be seated at all times while the vehicle is in motion, unless the vehicle is licensed to carry standing passengers. Seatbelts must always be worn by all occupants while the vehicle is in motion, as per Western Australian traffic regulations. Drivers are authorised to halt service until all passengers comply.

No smoking is allowed in any of our vehicles at any time (including vapes/e-cigarettes).

Food & Drink is not to be consumed in any of our vehicles unless prior written consent is obtained from Rove Charters/Coastal Shuttle Service management.

Alcohol is not to be consumed in any of our vehicles at any time. The Hirer is fully responsible for all fines and/or penalties related to the consumption of alcohol, including fines imposed on Rove Charters/Coastal Shuttle Service and/or our Business Partners, Sub-Contractors or Employees. Unopened bottles of alcohol (such as those purchased on wine tours) may be allowed on board at the discretion of the Driver but must be placed within a designated area specified by the Driver, and must not be handled by any passenger until the end of the hire when the Driver returns the unopened bottle/s to the purchaser.

The Hirer is responsible for the cost to repair any damage caused to the vehicle by any member of the hirer's party during the charter or hire of the vehicle, and is payable immediately upon determination of such cost.

The Hirer is responsible for the cost of any cleaning required due to spillage of food or drink (alcoholic or not) or other soiling (eg vomiting) by any member of the Hirer's party during the charter or hire of the vehicle. This cost will be held back from the bond paid at the time of booking, or invoiced to the hirer if no bond was paid or if the bond held is insufficient to cover incurred costs.

At no time shall any passenger throw objects in or out of the windows or doors, nor shall any passenger have any part of their body outside of the vehicle while the vehicle is in operation.

We reserve the right to terminate any hire/charter if any actions are deemed by Us to be threatening or dangerous to Employees, other passengers or any other member of the public.

Rove Charters/Coastal Shuttle Service Employees are authorised to have any unruly passenger removed who they believe is placing themselves, Employees, other passengers or the public in a threatening or dangerous situation.

We reserve the right to refuse entry to any vehicle to any person who is considered by Rove Charters/Coastal Shuttle Service Employees to be under the influence of intoxicating liquor or drugs, or who are (or are likely to become) objectionable to other persons inside or outside the vehicle. Should

this situation arise, Rove Charters/Coastal Shuttle Service shall not be liable for the arrangement of alternative transport for those persons refused travel.

The Driver is responsible for the safety of the vehicle and passengers. Therefore, any passenger whose conduct is in breach of statutory regulations may be removed from the vehicle or prevented from boarding on the Driver's authority.

The Hirer is responsible for the conduct of all passengers.

If there is unsociable or unruly behaviour, either inside or outside the vehicle, the Driver has the right to terminate the charter/hire immediately.

Any unruly or overly intoxicated person may be refused entry to the vehicle should the Driver feel that he or she may become unruly, sick or abusive.

If any person brings alcohol or illegal substances into a Rove Charters/Coastal Shuttle Service vehicle (or the vehicle or one of our Business Partners), the hire/charter will be immediately terminated and will not be eligible for any refund.

Rove Charters/Coastal Shuttle Service shall not be liable for any loss or inconvenience caused by the termination of its service due to unruly behaviour.

Passengers may be fined by the Police or the Department of Transport for unruly behaviour and/or consuming alcohol in the vehicle.

Passengers must either remove from the vehicle, or place in a bin aboard the vehicle, any rubbish prior to/upon exiting the vehicle.

Rove Charters/Coastal Shuttle Service has a zero tolerance for discrimination or harassment of any kind. The Driver has the authority to refuse entry to, or have any passenger removed from any Rove Charters/Coastal Shuttle Service vehicle should they be found to be infringing upon the rights of the Driver, another passenger, or any member of the public.

### **Payments**

We reserve the right to request a 30% deposit in order to secure a booking. In these cases, until the deposit is received as cleared funds by Us, the booking is not confirmed.

In the case of tours or other charters where We undertake booking of venues, accommodation, tastings, meals or other items/activities, the deposit is non-refundable and may be higher in some cases.

A cleaning/security bond is required for all wedding guest, wine tour, hens/bucks transport and similar bookings. This bond is fully refundable after completion of the hire, provided:

- no vomit or other bodily fluids are found in/on the vehicle
- no spillage of food/drink (alcoholic or not)
- no damage to the vehicle

Should the cleaning expenses exceed the bond amount, a separate invoice will be issued for the difference.

Prices are subject to change until the final itinerary is agreed and confirmed in writing by Rove Charters/Coastal Shuttle Service management.

Full payment must be finalised at least seven days prior to the booking date, unless other arrangements have been agreed in writing by Rove Charters/Coastal Shuttle Service management. Failure to finalise full payment by the due date may result in cancellation of the booking.

All invoices must be finalised prior to the start of any journey, unless otherwise agreed in writing by Rove Charters/Coastal Shuttle Service management.

Payments can be made by:

- Electronic Funds Transfer to:
  - Account Name: Rove Charters
  - BSB: 066534
  - Account Number: 10162246
- Direct Deposit – at any Commonwealth Bank branch to:
  - Account Name: Rove Charters
  - BSB: 066534
  - Account Number: 10162246
- Credit/Debit Card:
  - Via the secure Client Portal on our website. See your invoice or the Payment Options page on our website for more information.
  - Please note there is a 1.7% surcharge for card payments
- Cash on Pick-Up (by prior arrangement in writing from Rove Charters/Coastal Shuttle Service management) to:
  - The Driver. If change will be needed, please advise us prior to the booking date so that we can arrange for this to be issued by the Driver.

### **Additional Charges**

We reserve the right to charge the Hirer for any and all extra charges, cleaning and damage fees, fines and penalties.

Any variation to the original hire/charter booking may incur additional fees and charges.

Any costs and/or fees that are incurred as a result of us having to refer any outstanding account to a debt recovery agency and/or lawyers are to be borne by the Hirer. These costs will be pursued until paid.

In the event of an overnight or extended trip, the Hirer is responsible for payment of accommodation and meal costs for Our Employees undertaking the trip. We are happy to make the reservations, or the Hirer can elect to provide confirmation of reservations they have made themselves. Any accommodation and meals for Our Employees will need to be approved in writing by Rove Charters/Coastal Shuttle Service management in advance of bookings to ensure any dietary requirements are met, that accommodation is of a suitable type and quality, and that there is suitable parking available for our vehicle/s.

Additional charges may be incurred if We are required to wait for Hirer and/or their guests for more than 15 minutes.

If the Hirer causes any change to the service which results in an increased time or distance travelled than that specified in the original booking, the Hirer may be liable for additional charges. Any tolls, vehicle entry fees, parking fees and other similar charges will be separate and additional elements in the determination of additional charges. We will advise the Hirer of any additional charges likely to be incurred, provided We are aware of such charges at the time of booking. Any additional charges unforeseen prior to the departure of the charter/hire are the responsibility of the Hirer.

In the event that an invoice remains unpaid past the original due date, We reserve the right to apply late charges at a rate of 2.5% of the outstanding balance every 7 days.

For example, if an amount of \$100 remains unpaid for 7 days from the original due date, a \$2.50 late charge would be added. If the full amount remains unpaid for a further 7 days, an additional late charge of \$2.56 would be added, and so on.

### **Cancellations, Cancellation Charges & Refunds**

No refund shall be issued for any charter/hire that is terminated due to a breach of these Terms & Conditions.

If a booking is cancelled, We reserve the right to charge a cancellation fee in the amount of:

- 100% of total booking amount (less than 24 hours notice)
- 50% of total booking amount (24-48 hours notice)
- 15% of total booking amount (2-7 days notice)

We may negotiate with the Hirer to provide a credit toward future booking/s in lieu of a monetary refund.

In the case of some tours, longer cancellation notice periods may apply as some suppliers require us to confirm & make advance payment outside of our normal cancellation notice periods above. As this would only apply in relation to selected tours, the cancellation notice period will be detailed within the tour booking process in these individual cases.

If the service is not utilised for any reason once the vehicle leaves the depot, this shall be deemed a “no-show”/cancellation by the Hirer. If the service is not commenced within 30 minutes of the arranged pick-up time, at the arranged pick-up point, this shall be deemed a “no-show”/cancellation by the Hirer.

The Hirer must advise Us of cancellation in writing.

In some circumstances, We may be unable to operate or complete a service (eg vehicle breakdown). In such circumstances, We shall only be liable to refund to the Hirer the portion of the fee that relates to the non-operated portion of the booking.

Services may be cancelled by Us at any time due to unforeseen circumstances (including operational requirements) and/or due to natural disasters (eg fire, flooding, cyclone). Rove Charters/Coastal Shuttle Service is not responsible for any costs incurred by passengers.

### **Passenger Property & Lost Property**

Any lost property will be returned to the Rove Charters/Coastal Shuttle Service office. All reasonable attempts will be made to determine the owner and arrange the return of the item/s as soon as possible. Lost property will be either handed over to Ellenbrook Police Station, or held at the Rove Charters/Coastal Shuttle Service office for a maximum period of three months, after which all unclaimed items will be disposed of.

All vehicles operated by Us are subject to restrictions as to their carrying capacity. The Hirer understands and accepts that the Driver shall be the sole judge as to whether, and to what extent, passenger luggage and effects can be carried.

Any and all passenger luggage and effects is transported at the passenger’s own risk. We shall not be liable for any loss or damage of such items, regardless of the nature and/or cause of the loss and/or damage, including negligence.

Rove Charters/Coastal Shuttle Service does not accept any liability for any damage to, or loss of, any property left aboard any vehicle by a passenger, whether or not with the knowledge of Rove Charters/Coastal Shuttle Service, its Business Partner/s, Sub-Contractor/s or Employee/s.

For the comfort and safety of all passengers, Employees and contractors, limits apply to the size, quantity, weight and nature of luggage transported by Us. Pricing includes one (1) checked and one (1) carry-on luggage item per passenger, to a maximum weight of 25kg and 10kg, respectively.

Oversize, overweight and/or additional luggage items may be carried, subject to availability of sufficient space and prior agreement in writing by Rove Charters/Coastal Shuttle Service management. Additional charges may apply, and carriage of additional/oversize/overweight items are at the discretion of Rove Charters/Coastal Shuttle Service. Drivers have the right to request that passengers load/unload or assist to load/unload overweight/oversize items for safety reasons.

We make no form of declaration of contents or accept any responsibility for any unaccompanied items.

### **Complaints, Severance & Governing Laws**

Any complaints should be made within 14 days, in writing to:

Rove Charters/Coastal Shuttle Service

Email: [info@rovecharters.com.au](mailto:info@rovecharters.com.au) / [admin@coastalshuttle.com.au](mailto:admin@coastalshuttle.com.au)

Post: PO Box 2725, Ellenbrook WA 6069

If any part of the Terms & Conditions is wholly or partially invalid, unenforceable, illegal, void or voidable, the Terms & Conditions must be construed as if that portion or part of a provision had been severed from the Terms & Conditions and the parties remain bound by all of the provisions and part provisions remaining after severance.

The Terms & Conditions are governed by and shall be construed in accordance with the laws of the State of Western Australia.

The parties irrevocably:

1. submit to the exclusive jurisdiction of the Courts of Western Australia and the Courts competent to determine appeals from those Courts:

1. for the determination of any dispute, claim or demand; or
  2. with respect to any proceedings which may be brought at any time relating to these Terms & Conditions
2. waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum