



Terms and Conditions

Standard Booking Conditions

The conditions of the agreement between South East Airport Shuttle the purchaser and/or user of this service and any person who accompanies them ("passenger") are set out below:

Limitation of Liability:

Without affecting any basis on which the liability of South East Airport Shuttle is limited by law, the passenger and his/her property are carried entirely at his/her own risk. South East Airport Shuttle will not be liable to the passenger for death, sickness of or any other injury to any passenger or for any other injury, loss or damage suffered by the passenger whether personal or consequential or otherwise, however caused. South East Airport Shuttle will not be liable for the loss of or damage to any personal effect, luggage or other goods, whether or not such loss or damage is suffered, or is caused by anything occurring before, after, or in the course of any journey.

Schedule:

South East Airport Shuttle will use reasonable efforts to meet stated departure and arrival times but South East Airport Shuttle does not promise to meet those times and will not be liable for any failure to meet those times. Without limiting the previous statements, specifically South East Airport Shuttle cannot be held liable for delays due to road conditions, traffic volumes and weather conditions. South East Airport Shuttle shall not be 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.

Refunds:

South East Airport Shuttle will provide a full refund, less an administration fee if a ticket is cancelled greater than 2 Business days in advance of booked travel. Tickets cancelled less than 2 business days in advance of booked travel will receive a 50% refund upon cancellation of the original ticket price, provided service arrangements in respect to the booking have not commenced. Where service arrangements have commenced in regard to a booked service, no refund will be provided.

Carriage:

South East Airport Shuttle may substitute any other vehicle for its own vehicle and/or transship passengers and/or their luggage and these terms shall continue to apply to carriage by such substituted vehicle or transshipment.

Statutes:

These terms and conditions apply to the extent that they are not inconsistent with or in contravention of any obligation imposed upon South East Airport Shuttle by virtue of the provisions of the Bus Safety Act, the Australian Competition and Consumer Act 2010 or any other legislation whether State or Commonwealth.

Infants & children:

Any person under the age of 15 years cannot travel without adult supervision.

Smoking:

Smoking is not permitted on board our vehicles or in waiting facilities or shelters used for our service.

Behavior:

A passenger may be told to disembark or permission to board can be refused, if in the opinion of South East Airport Shuttle or the driver:

- Any other passenger may be threatened or at risk by violent, abusive or aggressive behavior; or
- There is a risk that such passenger or their luggage may cause disturbance, or may cause distress or discomfort to any other passenger or the driver.

Violence, abuse or aggression in any form will not be tolerated. All incidents will be reported to the police.

Alcohol and Food etc:

Consumption of food or drinks (except water in screw top containers and condiments supplied by South East Airport Shuttle) is not permitted on board our vehicles. The transportation of hot food and hot drink, irrespective of the container/vessel used is also prohibited on-board. South East Airport Shuttle can refuse to carry, or remove from a service, a passenger who, in the reasonable opinion of South East Airport Shuttle or its driver, is affected by drugs and/or alcohol. Any and all additional costs incurred as a result of the refusal to serve, or the removal from the service will be borne solely by the passenger.

Baggage:

South East Airport Shuttle allows one suitcase and one carry on bag; additional items (such as bikes, surf boards or very large items) will be permitted, subject to availability of space on a relevant trip. South East Airport Shuttle must be informed about any additional items prior to pickup including additional luggage. Passengers are responsible for the protection of fragile items and must ensure that no luggage item causes any danger, obstruction or inconvenience to other passengers, the driver or to the bus. Bikes can be carried on-board if dismantled and secured in a container. Carriage of any luggage item may be declined if in the opinion of the driver or South East Airport Shuttle it will cause any such danger, obstruction or inconvenience.

Left luggage:

Any property that is left aboard a South East Airport Shuttle will be carried to a central point and stored at the owner's risk for no more than 28 days. A reasonable administration fee may be

applied for the return of lost property and in addition any freight expenses incurred in the return of lost property must be paid for (or secured) in advance by the passenger.

Fares:

All fares are subject to change without prior notice.

Mobility:

We endeavor to accommodate our disabled passengers. However, each disabled passenger needs to ensure they can board, disembark and move around the bus unaided. If a passenger is unable to meet these requirements, the passenger may be refused access to the bus unless accompanied by an assistant.

Drivers and passengers:

Drivers are not obliged to assist passengers, but may provide minor assistance for a passenger at the discretion of the driver. Passengers acknowledge that they must be able to move and place their own luggage on and off the bus and within the bus. Passengers also acknowledge that their luggage must be stowed safely and securely. Passengers must also be willing and able to comply with time restrictions, driver directions and any regulations applicable to the journey. Passengers acknowledge that by boarding the bus they will be filmed by CCTV footage and that this footage may be used by South East Airport Shuttle strictly for purposes relating to issues arising from that journey or for the purposes of legal proceedings by South East Airport Shuttle or third parties.

Emergencies:

Without limiting any other entitlement of the driver to direct passengers, each passenger agrees that in the case of an apparent emergency or breakdown, the driver may direct passengers to leave or reboard a bus, to move to a particular place of safety or to another bus or to take such other actions as appear reasonable to South East Airport Shuttle or the driver at the time.

Animals:

At the time of travel, an animal that is allowed to journey with a passenger on a Melbourne Public Transport Bus Service without restrictions or to travel with a passenger in the cabin of a domestic airline service, will also be permitted to travel on South East Airport Shuttle. At October 2012 this means you may travel with:

- A guide dog, hearing guide dogs or guide dogs in training.
- Animals covered by the Assistance Animal Pass (which must be available and produced on demand).

Travel with these animals is subject to general restrictions and South East Airport Shuttle may refuse carriage if it considers (at its sole discretion) that an animal may cause a disturbance, become savage or may risk harm to itself, its owner, other passengers and staff. On services where seating availability and space is limited, staff may request passenger and animal to board an alternative service or to sit in a specified seat.