



## North Burnett Transport Service Terms and Conditions of Travel

Title: Terms and Conditions of Travel  
Department: Corporate & Community Services  
Responsible Officer: Manager Finance  
Section: Finance  
Adopted Date: 11 February 2015

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### DEFINITIONS:

**'Council'** refers to the body providing the service for the North Burnett Transport Service  
**'North Burnett Transport Service'** Refers to the name of the service provided to the community by the North Burnett Regional Council

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### INTRODUCTION:

The North Burnett Regional Council provides the North Burnett Transport Service for the Region and Surrounds.

### OBJECTIVES:

The purpose of this policy is to outline Councils position in relation to Terms and Conditions of Travel on the North Burnett Transport Service. This policy applies to all passengers travelling on a North Burnett Transport Service Route.

### REFERENCE:

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

However where the Australian Consumer Law permits us to limit the remedies available to us in respect of a Consumer for a breach of a Consumer Guarantee, we hereby limit the remedies available to our Consumer, at our option, in the case of goods, to the repair or replacement of the goods, the supply of equivalent goods or the payment of the cost of having the goods repaired or replaced or having equivalent goods supplied and, in the case of services, to supplying the services again or paying the cost of having the services supplied again.

## **PRINCIPLES:**

### **1 General**

- 1.1 All times are dependant on traffic, road and weather conditions at time of Travel. Therefore the North Burnett Regional Council can not be held liable for passengers that arrive late at their destination.
- 1.2 Passengers must be ready to board the Bus at least 10mins prior to scheduled departure time.
- 1.3 The consumption of food and drinks are not permitted on the Bus
- 1.4 The North Burnett Regional Council reserves the right to change the price of any ticket on any given route, at any given time. All changes will be announced on the Website.
- 1.5 The timetable is subject to change. The North Burnett Regional Council reserves the right to change bus times, at any given time. All changes will be announced on the Website.
- 1.6 The North Burnett Transport service may substitute any other vehicle for it's own vehicle, in which these Terms and Conditions shall continue to apply.
- 1.7 Passengers who have purchased an Online Ticket must present their Order Number or Print out of Booking receipt to the Driver upon boarding the Bus.
- 1.8 For safety reasons certain goods or articles can not be carried on the Bus, ie Weapons, Explosive Good and Flammable Items or any other items as decided by the Driver at time of Travel.
- 1.9 A concession card ticket holder must be in possession of a valid concession entitlement card while travelling on the service.
- 1.10 Passengers must supply their name, address and age to the driver when requested.

### **2 Refunds and Cancellations**

- 2.1 Council will provide a full refund if notice of cancellation of travel is received more than 48 hours prior to the departure time.
- 2.2 Council will provide a full refund if the Service Route is cancelled due to Force Majore (ie Extreme Weather).
- 2.3 Council will provide a 50% refund if notice of cancellation of travel is received between 48 and 24 hours prior to departure time, this incurs a \$5 admin fee.

- 2.4 No refund will be provided if notice of cancellation of travel is received within 24 hours of departure or a Passenger fails to board on day of Travel.

### **Payment**

- 2.5 Where refunds are approved (section 2.1, 2.2 and 2.3), the refund will be provided by direct deposit into the applicant's nominated bank account, or by cheque within two weeks of refund request. A Credit (future travel ticket) is available if requested.
- 2.6 No cash refund will be provided.

### **Notification of Refunds and Cancellations**

- 2.7 Passengers must notify Council of Cancellation of travel by the following methods;
- Phone: 1300 696 272
  - Email: [admin@northburnett.qld.gov.au](mailto:admin@northburnett.qld.gov.au)
- 2.8 Contact details (Name, Contact Number) including Date of Travel must be provided.

### **Feedback and Complaints regarding Refunds and Cancellations Requests**

- 2.9 All feedback and complaints about refunds and cancellations requests will be dealt with in accordance with Councils Statutory Policy 116 Administrative Action Complaints.
- 2.10 Passengers wishing to further pursue refunds must do so in writing and must include any relevant supporting evidence. All decisions on refund requests are at the discretion of the Council.

## **3 Alcohol, Smoking and Drugs**

- 3.1 Smoking is not permitted on board or near the Bus.
- 3.2 Passengers under the influence of Alcohol or Illicit Drugs will not be permitted to Board the Bus

## **4 Disruptive Behaviour**

- 4.1 Passengers behaving in a disruptive manner or causing nuisance may be removed from the Bus at the sole discretion of the Driver.

- 4.2 Violence and Aggression will NOT be tolerated. Passengers will be told to disembark or be refused Travel, if in the opinion of the Driver he/she and our passengers are at risk by violent and/or aggressive behaviour. All incidents will be reported to the Police.

## **5 Dress and Clothing**

- 5.1 A reasonable standard of clean clothing, personal hygiene and footwear is required

## **6 Luggage**

- 6.1 The North Burnett Regional Council accepts no liability for lost and damaged to luggage.
- 6.2 There is a luggage limit of 1 suitcase per paying Passenger (each suitcase is not to exceed 20kg.)
- 6.3 Each item of Luggage must be clearly marked with Passenger's details.
- 6.4 Requests to take additional Luggage or Miscellaneous Items, may be approved depending on availability. Requests must be done at the time of booking.
- 6.5 Additional Luggage or Miscellaneous Items not booked in, will only be allowed on at the sole discretion of the Driver and pending on room availability.

## **7 Seat Allocation**

- 7.1 Seat Allocation requests are not guaranteed.

## **8 Animals**

- 8.1 Passengers must not bring an Animal onto the Bus, unless it is an approved or assistance animal.
- 8.2 Passengers travelling with an approved assistance animal, are required to advise of this at time of booking.

## **9 Unaccompanied Children and Children Bookings**

- 9.1 Children 12 years and under may not travel on the Bus, without an Adult/Guardian or Chaperone (16+).
- 9.2 Unaccompanied Children between the ages of 12 years and 15 years cannot travel without prior approval from the North Burnett Regional Council.

- 9.3 A Parent Guardian Authorisation Form must be completed for all children between 12 years and 15 years of age who are not travelling with an adult.
- 9.4 Children of any age occupying a seat will be charged a fare.

## **10 Disabled Passengers**

- 10.1 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 Bus.
- 10.2 The North Burnett Transport Service is Wheel-chair friendly, however our Bus's allow for one Wheelchair per Service. Passengers in Wheelchairs are required to advise of this when making bookings.
- 10.3 Drivers may provide minimal assistance to a Passenger where required, where they deem it safe to do so.
- 10.4 Passengers requiring a higher level of assistance must be accompanied by a carer.

## **11 Force Majore**

- 11.1 Passenger safety is the North Burnett Regional Council first Priority when providing the North Burnett Transport Service
- 11.2 The North Burnett Regional Council reserves the right to cancel any Route in the event of Forced Majore. Refunds are as per section 2.2 of this Policy
- 11.3 The North Burnett Regional Council makes decisions regarding Force Majore on Council's Disaster Management Plan which is available on Councils Website.

## **12 Privacy**

- 12.1 All Passenger information will be subject to our Privacy Policy, which can be found on Councils Website.