



BUS CHARTER – STANDARD TERMS AND CONDITIONS

1. General

1.1 These Terms and Conditions apply to all quotations, bookings and charter services provided by **Bodhi Bus Pty Ltd T/A Katherine Coaches** ("the Operator") unless otherwise agreed in writing.

1.2 Acceptance of a quotation, confirmation of a booking, payment of a deposit, or use of the Operator's services constitutes acceptance of these Terms and Conditions.

1.3 The quotation, booking confirmation and these Terms and Conditions together form the agreement between the Operator and the Client.

2. Quotations

2.1 Quotations are based on the information provided by the Client at the time of quotation, including passenger numbers, travel dates, destinations, routes, operating hours and required vehicle type.

2.2 Unless otherwise stated, quotations are valid for **28 days** and are subject to vehicle availability.

2.3 A quotation may be revised if the Client changes the passenger numbers, itinerary, operating hours, pickup or drop-off locations, vehicle requirements or other material details.

2.4 Unless expressly stated otherwise, quoted prices exclude additional services or costs arising from changes to the agreed charter arrangements.

3. Pricing Assumptions

3.1 Pricing is based on the agreed itinerary, timetable, passenger numbers, vehicle requirements and estimated kilometres and operating hours.

3.2 Additional charges may apply where the charter requires:

- Additional kilometres or operating hours;
- Additional trips or destinations;
- Waiting or standby time;
- Changes to the agreed itinerary;
- Additional vehicles;
- Tolls, parking or site access charges;
- Driver accommodation or meals for overnight or multi-day charters;
- Additional cleaning or vehicle damage;
- Special access or operating requirements not disclosed at the time of quotation.



3.3 Any applicable GST will be stated on the quotation or invoice.

4. Booking Confirmation

4.1 A booking is not confirmed until the Operator has accepted the booking in writing and, where applicable, received the required deposit.

4.2 The Operator reserves the right to decline or cancel a booking where the requested service cannot be safely, legally or operationally provided.

4.3 The Client must provide accurate information regarding passenger numbers, pickup and drop-off locations, travel times, luggage requirements and any special requirements.

5. Payment

5.1 Payment terms will be specified in the quotation or booking confirmation.

5.2 Unless otherwise agreed, invoices are payable within **7 days** of the invoice date.

5.3 The Operator may require a deposit or full payment before the commencement of the charter.

5.4 The Operator reserves the right to suspend or cancel services where amounts due remain unpaid.

5.5 The Client is responsible for reasonable costs incurred by the Operator in recovering overdue amounts, to the extent permitted by law.

6. Cancellation and Changes

6.1 Cancellation charges will apply according to the following schedule, unless otherwise stated in the quotation:

- More than **28 days** before departure: [No charge / deposit retained];
- **7-28 days** before departure: Value of any costs occurred (Accommodation etc.);
- **2-7 days** before departure: 50% of booking value;
- Less than **48 Hours** before departure: 100% of booking value;
- No-show or cancellation on the day of service: **100%** of the quoted price.

6.2 Cancellation charges may be adjusted where the Operator has incurred non-refundable third-party costs. No third-party bookings are guaranteed without payment and even then, subject to availability. Accommodation for drivers **can not** be guaranteed. If driver accommodations can not be guaranteed than it's the operator's discretion if the charter is to proceed.

6.3 Changes to a confirmed booking are subject to vehicle and driver availability and may result in additional charges.

6.4 The Operator will endeavour to accommodate changes but does not guarantee that requested changes can be accepted.

7. Passenger Numbers and Vehicle Capacity



7.1 The Client must not exceed the maximum passenger capacity of the nominated vehicle.

7.2 The Operator may refuse to carry passengers where doing so would breach applicable laws, safety requirements or vehicle capacity limits.

7.3 If actual passenger numbers exceed those provided at the time of booking, the Operator may require an alternative vehicle or additional vehicle at the Client's cost, subject to availability.

8. Pickup, Departure and Waiting Time

8.1 Passengers are responsible for being ready at the nominated pickup location at the agreed departure time.

8.2 The Operator may charge additional waiting time where passengers are not ready to depart at the agreed time.

8.3 The Operator is not responsible for delays caused by passengers, the Client, third parties, traffic congestion, road closures, accidents, weather, site access restrictions or other circumstances outside the Operator's reasonable control.

8.4 Where delays materially affect the scheduled service, the Operator may amend the itinerary or service arrangements where reasonably necessary for safety, legal compliance or operational reasons.

9. Itinerary and Route Changes

9.1 The charter will operate according to the itinerary agreed at the time of booking.

9.2 The driver is not authorised to undertake material route changes, additional stops or additional services unless approved by the Operator.

9.3 Route changes requested by the Client may incur additional charges.

9.4 The Operator may alter a route where reasonably necessary due to road conditions, road closures, traffic, safety concerns, vehicle restrictions or directions from authorities.

10. Driver Hours and Safety

10.1 All services are subject to applicable driver fatigue, work-hour, passenger transport and road safety requirements.

10.2 The Operator will determine appropriate driving and rest arrangements where required by law or safety considerations.

10.3 The Client acknowledges that the driver has responsibility for the safe operation of the vehicle.

10.4 The driver may refuse a request or instruction where complying would be unsafe, unlawful or contrary to applicable operational requirements.

11. Passenger Conduct



11.1 Passengers must comply with reasonable instructions from the driver.

11.2 The following conduct is prohibited:

- Smoking or vaping where prohibited;
- Possession or use of illegal drugs;
- Behaviour that threatens, abuses or intimidates the driver or other passengers;
- Deliberate damage to the vehicle;
- Behaviour that creates a safety risk;
- Carrying prohibited or dangerous items.

11.3 The Operator may require a passenger to leave the vehicle where their behaviour creates a safety risk or materially interferes with the operation of the service.

11.4 No refund will necessarily be provided where a passenger is removed from a service due to unacceptable or unsafe conduct.

12. Alcohol

12.1 Alcohol may only be carried or consumed where legally permitted and expressly authorised by the Operator.

12.2 The Operator may prohibit alcohol consumption where it considers that doing so is necessary for safety, legal compliance or passenger welfare.

12.3 The Operator reserves the right to refuse carriage of intoxicated or disorderly passengers where their condition presents a safety or operational risk.

13. Luggage and Personal Property

13.1 Passengers are responsible for their personal belongings.

13.2 The Operator does not accept responsibility for lost, stolen or damaged personal property except to the extent required by law.

13.3 Oversized, unusually heavy, hazardous or excessive luggage must be disclosed before the booking is confirmed.

13.4 The Operator may refuse items that cannot be safely accommodated or that are prohibited by law.

14. Vehicle Damage and Cleaning

14.1 The Client may be charged for reasonable costs associated with damage to the vehicle caused by the Client or passengers, subject to applicable law.

14.2 Additional cleaning charges may apply where the vehicle requires cleaning beyond normal operational cleaning.



14.3 Examples may include spills, food contamination, bodily fluids, excessive rubbish, damage to upholstery or other extraordinary cleaning requirements.

15. Vehicle Substitution

15.1 The Operator reserves the right to substitute the nominated vehicle with another vehicle of equal or appropriate capacity where reasonably necessary due to mechanical issues, maintenance, operational requirements, breakdown, availability or other circumstances.

15.2 The Operator will endeavour to provide a suitable replacement vehicle where substitution is required.

16. Breakdown and Service Interruption

16.1 The Operator will take reasonable steps to maintain vehicles in safe operating condition.

16.2 If a vehicle breakdown or mechanical issue occurs, the Operator will endeavour to arrange a suitable replacement vehicle or alternative transport where reasonably practicable.

16.3 The Operator will not be liable for delays or service interruptions to the extent caused by circumstances outside its reasonable control, subject to applicable law.

17. Special Requirements and Accessibility

17.1 The Client must advise the Operator before booking of any special passenger requirements, including mobility assistance, wheelchair requirements, child restraints, medical equipment or other relevant needs.

17.2 Special requirements are subject to vehicle availability and applicable safety requirements.

17.3 Additional charges may apply where special equipment, additional staff or alternative vehicles are required.

18. Site Access and Remote Locations

18.1 The Client must ensure that pickup, drop-off and worksite locations are reasonably accessible and suitable for the nominated vehicle.

18.2 The Client must advise the Operator of any site-specific requirements, restrictions, inductions, permits, security procedures or access conditions before the service commences.

18.3 Additional costs arising from site access delays, inductions, security requirements, unsuitable roads or extended waiting times may be charged to the Client.

19. Weather, Emergencies and Events Outside Our Control

19.1 The Operator will not be responsible for failure or delay caused by circumstances beyond its reasonable control, including severe weather, flooding, bushfires, road closures, accidents, industrial action, government restrictions, emergencies or other unforeseen events.



19.2 Where reasonably practicable, the Operator will work with the Client to reschedule or modify the service.

20. Liability

20.1 Nothing in these Terms and Conditions excludes, restricts or modifies any right, guarantee, warranty or remedy that cannot lawfully be excluded under applicable Australian law.

20.2 Subject to applicable law, the Operator is not responsible for indirect or consequential loss arising from delays, cancellations or interruptions to the charter service.

20.3 The Operator's liability is otherwise limited to the extent permitted by applicable law.

21. Client Responsibilities

The Client is responsible for:

- Providing accurate booking and passenger information;
- Ensuring passengers are aware of relevant departure times and requirements;
- Ensuring passengers comply with reasonable driver instructions;
- Providing accurate site access and itinerary information;
- Advising the Operator of changes as soon as reasonably possible; and
- Paying all agreed charges and applicable additional costs.

22. Privacy

22.1 The Operator may collect and use personal information reasonably required to provide the charter service, manage bookings, process payments and meet legal obligations.

22.2 Personal information will be handled in accordance with applicable privacy laws and the Operator's privacy policy.

23. Complaints and Service Issues

23.1 Any complaint regarding the service should be raised with the Operator as soon as reasonably practicable.

23.2 The Client should provide relevant details, including the booking reference, date of service and nature of the issue, so that the Operator can investigate the matter.

24. Governing Law

24.1 These Terms and Conditions are governed by the laws of the **Northern Territory, Australia**.

24.2 The parties submit to the jurisdiction of the courts applicable in the **Northern Territory**, subject to any mandatory rights available under applicable law.

25. Acceptance



Bodhi Bus Pty Ltd T/A Katherine Coaches
2/84 Coonawarra Rd, Winnellie (Darwin)
51 Collins Rd, Uralla (Katherine)



By accepting a quotation or confirming a booking with Bodhi Bus Pty Ltd T/A Katherine Coaches, the Client acknowledges that they have read, understood and agreed to these Terms and Conditions.

Bodhi Bus Pty Ltd T/A Katherine Coaches

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