

# **TERMS & CONDITIONS**

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## **Standard Booking Conditions**

The conditions of the agreement between Stream 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 Stream Shuttle is limited by law, the passenger and his/her property are carried entirely at his/her own risk. Stream Shuttle will not be liable to the passenger for death, sickness 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. Stream 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:**

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

### **No Show:**

A booking will be treated as 'no show' if the passenger does not arrive in time scheduled for the booked trip. No reimbursements, refunds or compensation will be provided for a "No show passenger"

### **Cancellation:**

Cancellations done 48 hours prior to your scheduled booked time will attract a small admin fee of \$5.00 per booking.

Cancellations under 48 hours are not entitled for any refund.

### **Refunds:**

All refunds where applicable, will be processed within 7 business days from when the refund request is received and will be subject to an admin fee of \$5.00 per booking.

### **Smoking:**

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

## **Behaviour:**

A passenger may be told to disembark or permission to board can be refused without any refund, reimbursement or compensation if in the opinion of Stream Shuttle driver, any other passenger may be threatened or at risk by violent, abusive or aggressive behaviour; 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 Stream 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. Stream Shuttle can refuse to carry, or remove from a service without any refund, reimbursement or compensation, a passenger who, in the reasonable opinion of Stream 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:**

Stream Shuttle allows one suitcase and one carryon bag; additional items (such as bikes, surf boards or very large items) will be permitted, subject to availability of space on a relevant trip. Stream 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 Stream Shuttle it will cause any such danger, obstruction or inconvenience.

## **Left luggage:**

Any property that is left aboard Stream 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 endeavour 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 without any refund, reimbursement or compensation unless accompanied by an assistant who will be wholly responsible for the safety of the disabled passenger. A full adult fare will be charged for the accompanying assistant.

## **Drivers and passengers:**

Drivers are not obliged to assist passengers, but may provide minor assistance for a passenger at their own discretion. 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 Stream Shuttle strictly for purposes relating to issues arising from that journey or for the purposes of legal proceedings by Stream 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 Stream 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 Stream Shuttle. 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 Stream 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.