



Compass *Tours*

Terms of Carriage

1. DEFINITIONS OF EXPRESSIONS USED

Authorised Agent means a licensed passenger sales agent who represents Compass Tours in the sale of Road, Sea and Air transport services.

Baggage means your personal property accompanying you on your trip.

Baggage Allowance means the amount of Carry on Baggage and Checked Baggage (if any) which is included in your cost of coach travel.

Baggage Identification Tag means the numbered baggage document issued to you that corresponds to the tag attached to each item of Checked Baggage for the purpose of identifying the Checked Baggage.

Booking means the details which we or our Authorised Agent have entered in our system relating to a journey to be made by you or someone for whose travel you are paying.

Booking Reference means the reference issued by us or our Authorised Agent which appears on your Ticket or Itinerary and Tax invoice and which identifies the Booking you have made with us.

Carry on Baggage (sometimes referred to as un-checked baggage) means any of your Baggage other than Checked Baggage. (You take your Carry on Baggage into the cabin of the coach or aircraft with you.)

Carrier means a road or air carrier.

Checked Baggage means that part of your Baggage (if any) which we have taken into our custody for carriage underneath or rear of coach in Trailer and for which we have Stored at your request or issued a Baggage Identification Tag or Baggage Check or both.

Compass Tours, we, us, our for the purposes of these Conditions of Carriage Compass Tours

Conditions of Carriage means these conditions of carriage and includes the rules and the key Conditions of Carriage as set out in your Itinerary and Tax Invoice, as applicable.

Convention means whichever of the following apply:

- any other applicable protocols or conventions and any enabling legislation.

Damage includes death of, wounding of or bodily or personal injury to a Passenger and also includes loss, partial loss, theft or other damage to Baggage arising out of or in

connection with, either carriage on routes we operate or other services we provide. However, it does not include normal wear and tear of Baggage such as small scratches, scuffs, dents and cuts.

Days means all seven days of the week. For the purpose of notification, the day upon which the notice is sent is not counted.

Domestic Carriage means travel in which the place of departure and the place of destination are both situated in the same country and there is no stopping place outside that country.

Event Beyond Your Control means an unusual and unforeseen circumstance which you cannot control and the consequences of which you could not have avoided.

International Carriage means travel between two or more countries including any flights or transport within those countries where they are combined with any international Transport or Flights.

Itinerary and Tax Invoice means a document or documents we or our Authorised Agents issue to Passengers travelling on a Booking which includes the Passenger's name, information and notices.

Passenger means any person with a Booking who is to be carried or who is carried on a aircraft or coach, except drivers, Hostess and staff.

Tariff means any fare that is filed with a government authority.

Ticket means the document issued by Compass Tours or an Authorised Agent containing details of a Booking, and includes an electronic ticket.

we, us, our, ourselves see the definition for Compass Tours.

you, your, yourself means any person with a Booking who is to be carried or who is carried on an aircraft or coach, except drivers Hostess or Staff.

2. WHEN THESE CONDITIONS OF CARRIAGE APPLY

2.1 Application of Conditions of Carriage

these Conditions of Carriage apply wherever “Compass Tours” is shown on a Booking, and in any case where we have a legal liability to you in relation to your road or air travel.

2.2 Gratuitous or reduced fare carriage

These Conditions of Carriage also apply to gratuitous and reduced carriage (except to the extent that we have told you otherwise)

2.3 Basis of carriage

The carriage of a Passenger on any coach or aircraft by Compass Tours is, without exception, subject to:

- a Booking
- these Conditions of Carriage and the Key Conditions of Carriage set out in your Itinerary and Tax Invoice
- applicable laws which may include the Passenger Transport Act 2004 (Australia) and any international Conventions that may apply to the journey in question
- any applicable Tariffs filed by us with regulatory bodies;
- any specific directions given to a Passenger in writing, or orally by Compass Tours staff.

In the event of any inconsistency between the Conditions of Carriage and the Key Conditions, the Conditions of Carriage will prevail.

2.4 Read Down

If any of these Conditions of Carriage is invalid, illegal or unenforceable, it will be read down to the extent necessary to ensure that it is not invalid, illegal or unenforceable, but if that is not possible, it will be severed from the Conditions of Carriage and the other conditions will remain valid.

2.5 Variation and Waiver

No employee or other person is authorised to vary any of these Conditions of Carriage. However, this does not affect Compass Tours right to waive any rule or amount payable. A waiver on one occasion does not constitute a waiver on any other occasion.

2.6 Conditions prevail

Subject to 2.7, if any of these Conditions of Carriage is inconsistent with any special procedures we may have, these Conditions of Carriage will prevail to the extent of the inconsistency.

2.7 Overriding law

These Conditions of Carriage are applicable unless they are inconsistent with any Tariffs or laws which apply to your carriage with us, in which event the Tariffs or laws will apply.

2.8 Charter operations

If carriage is performed by Compass Tours under a charter agreement (hire arrangement), these Conditions of Carriage apply unless Passengers are advised otherwise.

2.9 Other travel arrangements

If Compass Tours transports you or arranges to transport you by means other than road or air eg. by, train or boat, or arranges accommodation or car rental, we do so only as an agent. There may be additional or different conditions of carriage applicable to those arrangements. Where these include limitations of liability that are lower than the limitations of liability in these conditions of carriage, the lower limitation will apply to your non-coach or aircraft arrangements.

If we arrange travel for you on a Coach with another Coach operator, we do so only as agent for that Coach operator and the other Coach Operators conditions of carriage will apply. (see also 14.3(a))

2.10 Codeshares

We have arrangements with other Coach and air operators known as 'codeshares'. This means that even if you have made a Booking with us and hold invoice and itinerary for a Compass Tours, you may travel on another Coach Operators Coach or Air Operators aircraft.

If such arrangements apply to your coach operator or aircraft operator, we will advise you of the Coach operator operating the coach or aircraft operator operating the aircraft before you complete your Booking.

3. GENERAL

3.1 Preparing to travel

You alone are responsible for making all necessary arrangements for your travel and ensuring that you comply with all laws, regulations and orders of the places you will travel to. For example, you will need to find out from relevant embassies or consulates whether you need a passport, visa or other travel document, health document or evidence of onward travel or accommodation.

If we provide assistance or information for any of the above aspects of your travel, we do not release you from your responsibility in respect of these matters.

3.2 Destination - Passenger enquiries

If you are travelling overseas, you should enquire about any local issues and conditions at your destination(s) prior to commencing travel. We make no representations as to the safety, conditions or other issues that may exist at any destination. Travel advice can be obtained from various sources, including local governments, local consular offices and the website of the Australian Department of Foreign Affairs and Trade (www.smartraveller.gov.au), the New Zealand Ministry of Foreign Affairs and Trade (www.mfat.govt.nz), and the United States Department of State (travel.state.gov).

3.3 Travel Insurance

Our liability to you is limited and it is recommended that you purchase travel insurance, which can cover things like:

- changes in travel plans and travel cancellation
- medical and hospital expenses
- personal injury and death
- delayed, damaged or lost Baggage and other items
- Missed Transport or Flight connections and additional expenses.

3.4 Health

(a) We may refuse to carry you if we, acting reasonably, are not completely satisfied that it is safe for you to travel by road or Air. Before you make a Booking you should tell us if you suffer from any illness, disease or other condition which may make it unsafe for you or other Passengers if you travel by Coach or Aircraft.

(b) **Deep vein thrombosis (DVT)**

Some studies have concluded that prolonged immobility may be a risk factor in the formation of blood clots in the legs (DVT - Deep Vein Thrombosis). If you feel you may be at risk from DVT or other health problems Compass Tours recommends you consult with your doctor before travel.

(c) **Pregnancy**

If you are pregnant and your travel is Domestic Carriage:

- you have a **normal pregnancy**, no medical clearance is required
- you have a **complicated pregnancy**, medical clearance is required

- you have an **uncomplicated multiple pregnancy**, medical clearance is not required provided travel is completed by the end of the 36th week of pregnancy. There must be 28 days between the date travel is completed and the date on which you are due to give birth. You must carry a letter from a registered/licensed medical practitioner stating that your pregnancy is progressing normally and specifying the date on which you expect to give birth
- we do not represent that travel is safe for you at any particular point during your pregnancy. You must seek advice from your own medical practitioner. The periods referred to are only our minimum requirements.

If your travel is International Carriage:

- you have a **normal pregnancy**, all of your travel must be completed by the end of the 36th week of your pregnancy. There must be 28 days between the date travel is completed and the date on which you are due to give birth. You must also carry a letter from a registered/licensed medical practitioner stating that your pregnancy is progressing normally, and specifying the date on which you expect to give birth
- you have a **complicated pregnancy**, medical clearance is required
- you have an **uncomplicated multiple pregnancy**, medical clearance is not required provided travel is completed by the end of the 32nd week of pregnancy. There must be 56 days between the date your travel is completed and the date on which you are due to give birth. You must carry a letter from a registered/licensed medical practitioner stating that your pregnancy is progressing normally, and specifying the date on which you are due to give birth
- we do not represent that travel is safe for you at any particular point during your pregnancy. You must seek advice from your own medical practitioner. The periods referred to are only our minimum requirements.

3.5 Privacy

Compass Tours collects information about you (including health information where necessary) to provide products and services to you, process your travel arrangements, facilitate your participation in the Travel Clubs of Compass Tours or other organisations, conduct marketing activities and market research and for administrative and legal purposes. If the information is not provided, Compass Tours may not be able to provide the service requested. Compass Tours may retain and may disclose your personal information to its related companies, other carriers, travel service providers, organisations which provide services to Compass Tours, such as collecting commissions (more details are in our Privacy Statement on www.compasstours.com.au/privacypolicy), your employer if you are travelling on a Booking purchased by your employer, various law enforcement agencies and governments around the world for security, customs, emergency and immigration purposes. You may be required by government regulations to provide specific personal data or information to us, including information to enable us to notify your family members in the event of an emergency. You can gain access to the information Compass Tours holds about you by contacting Compass Tours in writing. Charges may apply.

4. BOOKINGS

4.1 When is a Booking made?

A Booking for a journey is made when recorded as accepted and **confirmed** by Compass Tours or an Authorised Agent. If you ask, we or our Authorised Agent will give you **written confirmation of your Booking**. We do not accept any responsibility for any loss you may incur as a result of making arrangements for travel on Compass Tours through anyone other than Compass Tours or its Authorised Agent

4.2 Payment essential

Even if you have a coach or flight booking, if Compass Tours has not received your payment you will not be carried.

4.3 Reconfirmation

Reconfirmation is required for Compass Tours air or coach travel 24 hrs prior to departure to confirm total passengers numbers. However, you may also need to reconfirm your reservation on any other carriers on which you intend to travel. You should check the reconfirmation requirements with those other Carriers. If you fail to reconfirm when reconfirmation is required, the Carrier may decide to cancel your reservation.

4.4 Some Bookings cannot be changed

Some booking types may be restricted so that you:

- cannot change or cancel any Booking, or
- may request to change a Booking only to a limited extent, or
- may request to change a Booking only by paying any applicable fare difference, additional service fee or change fee (note: Compass Tours may increase fees from time to time, by giving at least one month's notice of any such change by updating the applicable fee. Only Compass Tours or its Authorised Agent may change or cancel a Booking.

4.5 Limited special assistance

Generally we will not allow a person to travel without an Accompanying Passenger unless the person can travel independently, meaning that they can travel safely without assistance, supervision or both. We do not have the systems, staff or facilities required to assume responsibility for such assistance and supervision. Children requiring supervision will not be regarded as able to travel independently on the basis that they may cause a disruption or endanger themselves or others if travelling unaccompanied.

However, we do provide limited special assistance services to accommodate customers who need to travel with a service dog and for customers who require a wheelchair (see 5.3), customers who are blind or vision impaired, customers who are deaf or hearing impaired. If you need to use these special services please make arrangements through Compass Tours. Other animals will not be carried unless required by law.

Accompanying Passenger means a paying Passenger who, in our reasonable opinion, can travel independently and is able to and will provide the appropriate assistance, supervision, or both, as is required for the particular customer they are accompanying. As a guide, Compass Tours generally will not consider a passenger to be an appropriate Accompanying Passenger for a child unless the passenger is at least 15 years old.

4.6 Seat Allocation

Although we will try to accommodate your seat reservation request, Compass Tours does not guarantee you any particular aircraft, vehicle or seat. We can change your aircraft, vehicle or seat at any time, even after you have boarded the aircraft or coach, including for safety, security or operational reasons.

If we need to ask you to downgrade your class of travel for any reason, we will:

- Provide you with an appropriate refund of the fare
- Provide you with a reasonable alternative coach on our services.

5. FARES

5.1 What your fare covers

Your fare covers the coach travel for you and your applicable Baggage Allowance:

- from the pick up point at the place of departure specified in your Booking
- to the pick up point at the place of destination specified in your Booking.

5.2 What your fare does not cover

Your fare does not include Meals and refreshments are not included in your fare unless they are stated in your itinerary

5.3 Carriage of Wheelchairs and Service Dogs

Your fare also covers carriage of your service dog or wheelchair, if you require one to travel. Please notify Compass Tours of your requirements when you make your Booking. Limits may apply.

5.4 Non-refundable fares

Some fares types are non-refundable . Please refer to the applicable fare rules for more information.

Even if your fare is non-refundable, if you do not travel you may be able to claim a refund of certain charges or taxes excluding fuel and insurance surcharges. If there is a charge or tax which Compass Tours collects on a per passenger basis to remit to an airport or taxing authority, and we do not have to remit that amount as a result of you not travelling, we will refund that amount to you, after deducting a reasonable administration fee. If the administration fee reasonably incurred exceeds the amount of the refund, no refund will be paid.

5.5 Paying for your Booking

You or someone on your behalf must pay for your Booking, which means that payment must be made for:

- the applicable fare
- any other applicable surcharges, fees or taxes, and
- any applicable amounts relating to changes to your Booking, which may include change fees and fare differentials.

5.6 Currency

You must pay for your Booking in Australian Dollars AUD.

5.7 Charges and taxes

The price of your Booking may include significant amounts of surcharges, fees and taxes. You may also be required to pay additional charges, fees and taxes not marked on the Itinerary and Tax Invoice direct to third parties.

6. CHANGES

6.1 Ticket not transferable

You must not give or sell your Booking to anyone else to use. A Booking is not transferable to another person. If someone else presents themselves to travel on your Booking and we discover that that person is not you, we may refuse to carry that person. However, if we do not discover that the Booking has been transferred and as a result carry the person, we are not obliged to replace your Booking or give you a refund. The

applicable fare rules may permit you to change the passenger name and create a new Booking if you pay any applicable fare difference and change fees.

6.2 Booking and travel dates

(a) No open Bookings

Unless the fare rules provide otherwise, you cannot hold an open Booking. Your Booking must be for travel on a specific coach.

6.3 Booking Reference

You must keep your Booking Reference secure so that no one else can attempt to use it.

7. BAGGAGE

7.1 Baggage allowance

You may carry some Baggage free of charge provided you comply with our Baggage requirements which are set out below. These allowances are subject to any restrictions imposed by government or transport authorities. Please check before departure for any restrictions applicable to your specific Transport or Flights

Cabin Baggage: Each Passenger (except infants not occupying a coach seat) is permitted 1 main item of Cabin Baggage and 1 other small item, with a total combined weight of up to 10kg. If you are travelling with an infant, you may also carry on infant food for consumption aboard the coach. If a seat has been booked for an infant, an approved infant car seat is permitted.

- Dimensions of main items must not exceed 56cm (width) + 36cm (height) + 23cm (depth) for an overnight bag, laptop bag or briefcase, or 11cm (height), 60cm (width) and 114cm (length) for a suit pack or garment bag (measured unfolded).
- Small item may be a small handbag, pocket book or purse, coat, umbrella, or for international Transport or Flights, duty free goods (where permitted).
- Each piece must be able to fit under the seat in front of you or fit in shelf storage compartment in the cabin of the coach.
- If any piece of Baggage does not comply with any of these conditions, it must be placed under the coach or may not be carried on your coach.

- Passengers must ensure all Baggage is packed appropriately before being presented
- No single item may exceed 20kg in weight
- Bulky including but not limited to bicycles, surfboards, skis, golf clubs, snow boards, may be included within the allowance, subject to space availability

- In addition to the allowance Compass Tours will carry at no additional charge in the hold a fully collapsible wheelchair and/or mobility aid for you if you are dependent on them
- In addition to the allowance Compass Tours will carry at no additional charge in the hold baby accessories such as a pram and portable cot, if you are travelling with an infant.
- All Baggage allowances are subject to occupational health and safety requirements and Coach or Aircraft limitations
- Compass Tours may refuse to carry any piece of Baggage that does not comply with the Compass Tours policy.

7.2 Prohibited items

We will not carry, and you must not try to bring on board the following prohibited items:

- items prohibited by any applicable national or international law, regulation or order
- weapons of any type (except see **7.3**)
- items which are likely to endanger the coach or persons or property on board the coach, or items that may become or are dangerous, such as those items specified in the Dangerous Goods Regulations. Further information is available from us on request
- any other items which we have identified to you as prohibited items including but not limited to items we reasonably determine are unsuitable for carriage because they are dangerous, unsafe or because of their weight, size, shape or character, or which are fragile or perishable
- brief cases and attaché cases incorporating dangerous goods such as lithium batteries
- pyrotechnic devices, disabling devices such as mace, pepper spray, etc containing an irritant or incapacitating substance are totally forbidden.

If we discover that you are carrying prohibited items, we may do whatever we consider appropriate and what is reasonable in the circumstances, including disposing of the item without notifying you.

We will not be responsible for any loss or Damage caused to any prohibited items if they are brought on board despite being prohibited items.

7.3 Firearms

We may agree to carry firearms and ammunition for hunting or sporting purposes as Checked Baggage. If we do, these must be packed in accordance with all applicable national and international laws and regulations. Our approval may be withheld at our sole discretion. Applications for the carriage of firearms and ammunition for hunting or

sporting purposes must be submitted at least 2 working days prior to your anticipated departure date.

7.4 Restrictions on checked baggage

You must not include in your Checked Baggage:

- fragile, delicate or perishable items
- computers
- items with a special value, such as money, jewellery, precious metals, silverware
- negotiable papers, share certificates, securities or other valuable documents
- cameras
- electronic equipment
- commercial goods or business documents, or
- passports and other travel documents.

As our liability is limited (see 14), we will not be liable for any inconvenience or Damage you suffer if you have ignored our requirements and included the item/s as Checked Baggage.

7.5 Restrictions on cabin baggage

All Cabin Baggage must comply with all applicable size and weight restrictions. You must not include in Cabin Baggage knives, sharp objects or cutting implements of any kind and any length, whether of metal or other material, knitting needles, or sporting goods. These items must be packed in your Checked Baggage. They cannot be carried in your Cabin Baggage or on your person. If they are, the articles will be removed and not returned.

Passengers carrying hypodermic needles will need to declare them at the screening point. Where possible documentation or identification to confirm the Passenger's medical condition should be produced. Medication should have a professionally printed label identifying the medication or a manufacturer's name or pharmaceutical label affixed. Please contact Compass Tours should you have a question.

NO FOOD is to be consumed in any of our vehicles at any time. It is against the law in NSW to eat (except for medical reasons) on any Public Transport Vehicle unless written permission is given.

NO ALCOHOL is to be consumed in any of our vehicles. Any special requests for consuming alcohol must be made in writing at least 48 hours prior to departure.

We do not accept any responsibility for items which we refuse to carry and which are not carried as Checked Baggage.

7.6 Excess baggage

You must not take on board more Cabin Baggage than allowed (see 7.1. Compass Tours may not be able to carry your excess baggage.

8. Boarding Time

8.1 If you are late

If you arrive late, you will forfeit your Booking and no refund will be paid, unless otherwise provided in the applicable fare rules, or these Conditions of Carriage, or otherwise notified by Compass Tours or required by law. Except as otherwise provided in the Convention or any applicable laws, we are not liable to you for any loss or Damage you may suffer as a result of your late arrival.

9. SCHEDULES, LATE OR CANCELLED JOURNEYS

9.1 Schedules

(a) Compass Tours does not guarantee it will be able to carry you and your Baggage in accordance with the scheduled date and time of the Journey specified. Schedules may change without notice for a range of reasons including but not limited to bad weather, Natural Disasters, Traffic Delays, air traffic control delays, strikes, technical disruptions and late inbound aircraft. Transport or Flight times do not form part of your contract of carriage with us.

(b) Before we accept your Booking, we or our Authorised Agents will tell you the scheduled departure time of your Coach or Aircraft and it will be shown on your Itinerary and Tax Invoice. We may need to change the scheduled departure time of your coach or aircraft after your Itinerary and Tax Invoice has been issued. If you give us or our Authorised Agents contact information, we or they will try to let you know about any changes.

(c) If, after you pay for your Booking, we make a significant change to the scheduled departure time of your coach or aircraft Transport or Flight or the coach or Transport or Flight is cancelled (except where this is due to circumstances beyond our control) and:

- this change means you are unable to use your Booking for its intended purpose; and
- we or our Authorised Agents cannot book you on another Transport or Flight which you are prepared to accept;

we will give you a fare refund. Unless otherwise required by law, we will not be responsible for paying any costs or expenses you may incur as a result of the changed time or cancellation.

9.2 Changes due to circumstances beyond our control

Where a delay or cancellation is caused by circumstances beyond our control, whether you have checked in or not, Compass Tours will try to assist you to get to your destination, but will not be responsible for paying any costs or expenses you may incur as a result of the delay or cancellation, unless otherwise required by law.

10. REFUSAL OF CARRIAGE/DENIED BOARDING

10.1 Refusal of carriage

Even if you have a Booking, we may refuse to carry you and your Baggage if any of the following circumstances have occurred or we reasonably believe will occur:

- if carrying you or your Baggage may put the safety of the coach or the safety or health of any person in the coach in danger or at risk
- if carrying you or your Baggage may materially affect the comfort of any person in the coach
- if carrying you will break government laws, regulations, orders or an immigration direction from a country to which you are travelling or are to depart from
- because you have refused to allow a security check to be carried out on you or your Baggage
- because you do not appear to have a Booking
- if you fail to comply with any applicable law, rule, regulation or order or these Conditions of Carriage
- if you fail to complete the check-in process by the required time (**8.1**) or fail to arrive on time
- because you have not obeyed the instructions of our ground staff or a member of the crew of the coach relating to safety or security
- because you have not complied with our medical requirements (see **3.4**)
- because you require special assistance and you have not previously made arrangements for (see **4.5**)
- if you are drunk or under the influence of alcohol or drugs
- if you are, or we reasonably believe you are, in unlawful possession of drugs
- if your mental or physical state is a danger or risk to you, the coach or any person in it
- if you have used threatening, abusive or insulting words towards our staff or a member of the crew of the coach or otherwise behaved in a threatening manner

- if you have committed a criminal offence during the check-in or boarding processes or on board the coach
- if you have deliberately interfered with a member of our staff or the crew of the coach carrying out their duties
- if you have put the safety of either the coach or any person in it in danger
- if you are not wearing footwear
- if you have made a threat
- because you have committed misconduct on a previous coach and we are not satisfied that misconduct will not recur .
- because you cannot prove you are the person specified in the Booking on which you wish to travel
- because your Booking:
 - is not paid for
 - has been transferred
 - has been acquired unlawfully
 - has been acquired from someone other than us or an Authorised Agent
 - contains an alteration which has not been made by us or an Authorised Agent
 - is counterfeit or otherwise invalid.
- if you attempt to enter the country as a transit passenger without permission
- if you have refused to give your travel documents to a member of our staff or allowed us to copy your travel documents, or you have destroyed your travel documents during the journey

In any of the situations in this **10.1**, we may remove you from a coach, even after you have boarded, without any liability on our part, and cancel any subsequent coach journey with us on your Itinerary and Tax invoice.

10.2 Notice of refusal to carry you

We will be entitled to refuse to carry you and your Baggage if we have notified you in writing that we will not carry you on our services. The notice will give details of the period for which it will apply and will ask you not to make a Booking or ask or allow anyone to do so for you. If you try to travel while the notice is in force, we will refuse to carry you.

10.3 Overbooking

If you are denied boarding due to overbooking of a scheduled coach journey for which you have a Booking, we will try to get you to your destination within a reasonable time of your original scheduled arrival time. If we do not, we will provide compensation and any care required by any law which may apply or in accordance with our policy if there is no applicable law. This 10.3 does not apply if you fail to meet the Check-in Deadline and boarding requirements in 8.1 or we exercise our right to refuse to carry you.

If we are unable to accommodate your Cabin Baggage Allowance, we may ask you if we can stow it under the coach as Checked Baggage.

11. CONDUCT DURING JOURNEY

11.1 Obey directions

To maximise Passenger comfort, safety and security, you must comply with the following requirements, and all other directions of any driver, Hostess or crew member on your coach journey, when on board:

- stow Cabin Baggage under the seat in front of you or in the overhead racks
- take care when you place your items, since Cabin Baggage may move during the journey
- keep your seatbelt fastened when seated
- remain seated with your seatbelt securely fastened during journey
- stay seated as directed, in particular while the coach is moving on the road
- do not smoke
- Consumption of alcohol is not permitted on board the coach
- use infant restraints as directed, and
- do not behave in a manner to which other Passengers may reasonably object.

11.2 Control of Passengers

We will take all reasonable steps to maintain the comfort, safety and security of all Passengers. If necessary, we may restrain you or remove you from any coach journey anywhere, for example if you:

- conduct yourself so as to endanger the safety of the coach or any person or property on board
- obstruct, or fail to comply with any direction of, any driver Hostess or crew member
- behave in a manner to which other Passengers may reasonably object
- interfere with a crew member who is performing his or her duties on board the coach
- tamper or interfere with the coach or its equipment

If we offload you, you may be refused further carriage on Compass Tours and may be prosecuted for any offences committed on board the Coach.

11.3 Diversion costs caused by unacceptable behaviour

If as a result of your behaviour we divert the coach to an unscheduled destination and make you leave the coach, you must pay us the reasonable costs of the diversion.

11.4 Smoking prohibited

Smoking is not permitted on any Compass Tours Coach.

12. AFTER THE JOURNEY

12.1 Collect your Checked Baggage

You must collect your Checked Baggage as soon as it is available for collection.

12.2 If you cannot find your Checked Baggage

If you cannot find your Checked Baggage, produce your Baggage Identification Tag to us. Only the person to whom the Baggage Identification Tag was issued is entitled to collect that Baggage.

12.3 Release of Checked Baggage by us

If we have Baggage you claim is yours but you do not have the Baggage Identification Tag, we will release the Baggage to you only if you:

- produce adequate proof of entitlement to it
- undertake in writing to us that you will reimburse us for any loss, damage or expense incurred as a result of that release, and
- comply with any other reasonable directions given to you by us .

12.4 Disposal of Baggage by us

If you do not collect your Checked Baggage and you have not claimed it within 28 Days after your journey , we may sell or otherwise dispose of it without notifying you and without liability on our part.

We are not liable for any loss you may suffer as a result of your leaving any belongings on a coach when you disembark (unless the loss was caused by our fault)

12.5 If you collect the wrong bag

If you pick up the wrong bag, it is your responsibility immediately to return the bag at your own cost to Compass Tours Head Office or Depot

13. REFUSAL OF ENTRY AND FINES

13.1 Refusal of entry

If you are refused permission to enter a country and if a government authority orders us to return you to your place of origin or remove you to another country:

- you must pay for any detention costs and the return or other fare
- we may, at our discretion, set off any refund owing to you, including for Booked but unused Coach or Aircrafts, against the amount of that return or other fare (if unpaid); and
- we will not refund the fare for carrying you to the place where you were denied entry.

13.2 Reimbursement of costs

If we are ordered to pay any fine or penalty at any time, or incur any expense, costs, loss or Damage ("losses") by reason of you being denied entry into any country, or because of your failure to comply with any law, regulation, order or requirement, or because of your behaviour, health or medical condition, you must reimburse us for all losses plus all legal costs and other expenses reasonably incurred. We may, at our discretion, set off any refund owing to you for Booked but unused coach travel against any such amounts.

14. LIABILITY FOR DAMAGE

14.1 Our Conditions of Carriage

These Conditions of Carriage govern our liability to you. The liability of any other Carrier involved in your journey will be determined by their own conditions of carriage.

14.2 Our liability for your death, injury or delay

(a) Australia

- Where your travel is wholly within NSW, it is subject to the provisions of the Passenger Transport Act 2006

(b) General

- We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition.

14.3 Our liability for damage to your baggage

(a) General

- We will be liable only for Damage occurring during Coach Carriage booked. If we check Baggage on the Coach Operator of another carrier, we only do so as agent for that Coach operator. Nevertheless, with respect to Checked Baggage, you may also have a right of action against the first or last Coach operator.
- We are not liable for any Damage to your Cabin Baggage unless such Damage is caused by our negligence.
- We are not liable for any Damage caused by your Baggage. You are responsible for any Damage caused by your Baggage to other persons or property, including our property.
- We are not liable for normal wear and tear of Baggage such as small scratches, scuffs, dents and cuts.
- Except to the extent required by law, we are not liable for Damage to items which you are asked not to include in your Checked Baggage (under **7.4**).
- If the weight of your Checked Baggage is not recorded on your Baggage Check we will presume it is not more than the applicable Baggage Allowance.

(b) Australia

- Where your travel is wholly within Australia and is not International Travel, it is subject to the provisions of the Passenger Transport Act 2006 as amended (or any replacement legislation) or complementary State legislation.
- Where your travel is wholly within New Zealand and is not International Carriage, our liability for loss or Damage is limited to NZ\$1,500 per unit of Checked Baggage. We will not be liable for any loss or Damage to Cabin Baggage, subject to any rights you may have under the Consumer Guarantees Act 1993.

14.4 Liability for breach of condition or warranty

To the extent permitted by law, we exclude all liability for any costs, expenses, losses or Damages whatsoever that may arise in any way in connection with the carriage. If the Trade Practices Act 1974 (Cth) or any similar law implies a condition or warranty that cannot be excluded, our liability for a breach of the condition or warranty will be limited to either supplying the services again or paying the cost of having the services supplied again, as determined by us in our absolute discretion.

15. CLAIMS BY YOU

15.1 Death or personal injury claims

- If you wish to make a claim against us relating to personal injury or death, you or your personal representative should notify us in writing as soon as possible.

15.2 Baggage claims

Any claim for loss of or Damage to Checked Baggage or Cabin Baggage must be made in writing within the following timeframes:

Domestic Carriage:

- 3 days in the case of Damage to or loss or destruction of part only of an item of Checked Baggage, after the date of receipt of the remainder of the item;
- 21 days in the case of loss or destruction of the whole of an item of Checked Baggage;
- 3 days in the case of Damage to or loss or destruction of Cabin Baggage.

International Carriage:

- 7 days in the case of Damage to your Checked Baggage;
- 21 days in the case of delay of an item of Checked Baggage from the date on which the Baggage has been placed at your disposal;

If you miss these deadlines, you will lose any right to claim.

If you wish to make a claim against us for loss or Damage to Checked Baggage or Cabin Baggage, please present the Baggage at our Head Office.

15.3 Clothing damage

Any incident involving Damage to your clothing worn or taken into the coach must be immediately reported to our Driver Hostess or crew.

15.4 Limitation of claims

Unless otherwise required by law or your right to claim for Damages has expired earlier as provided elsewhere in these Conditions of Carriage, you will have no right to claim for Damages if court proceedings are not brought within **two years** from:

- the date of your arrival at your destination
- the date the aircraft should have arrived, or
- the date on which your carriage stopped.

16 General

- We are not liable for any Damage arising from our compliance with any laws or government regulations or your failure to comply with the same.

- These Conditions of Carriage (including any exclusion or limitation of liability) apply to and are for the benefit of our Authorised Agents, employees and representatives and agents to the same extent as they apply to us.
- the total amount that you can recover from us, our Authorised Agents, employees, representatives and agents will not be more than the total amount of our liability, if any.
- Except where these Conditions of Carriage provide otherwise, our liability, if any, is limited to proven compensatory Damages. We will not in any circumstances be liable for indirect or consequential Damages and in no event will our obligations exceed any liability specified in these Conditions of Carriage.
- Nothing in these Conditions of Carriage:
 - except where we say otherwise, gives up any exclusion or limitation of liability to which we are entitled under any laws which may apply, or
 - gives up any defence available to us under any laws which apply including against any public social insurance body or any person liable to pay, or who has paid, compensation for the death, wounding or other bodily injury of a Passenger.
- To the extent permitted by law, Compass Tours excludes all liability for any costs, expenses, losses or Damages whatsoever that may arise in any way in connection with the carriage.
- Despite any translation of these Conditions of Carriage into another language, the English version of these Conditions of Carriage will prevail.

17 Our name and address

Compass Tours

PO BOX 4287 Winmalee NSW 2777