

# DRIVER WORKING HOURS & FATIGUE COMPLIANCE POLICY

*Client Notice | Sydney Charter Bus Pty Ltd | Issued pursuant to the Road Transport (Safety and Traffic Management) (Driver Fatigue) Regulation 1999 (NSW)*

## 1. PURPOSE & REGULATORY FRAMEWORK

This Policy is issued by Sydney Charter Bus Pty Ltd (“the Company”) to inform Clients of the legally mandated operational constraints governing all bus and coach charter services. All services are conducted in strict compliance with the Road Transport (Safety and Traffic Management) (Driver Fatigue) Regulation 1999 (NSW) (“the Regulation”).

### REGULATORY NOTICE

The requirements set out in this Policy are imposed by NSW law and are non-negotiable. They apply to all charters, transfers, tours, and multi-day bookings without exception.

## 2. PRESCRIBED DRIVER WORKING HOURS

The following limits are prescribed by the Regulation and apply to all drivers engaged by the Company. These limits are absolute and cannot be waived or modified by agreement between the parties.

Period	Maximum Driving / Work	Minimum Rest Required
Short Period (5.5 hrs)	5 hours driving/work	30 minutes continuous rest
Daily Limit (24 hrs)	12 hours driving; 12 hours total work	12 hours rest (min. 8 hrs consecutive off-duty)
Weekly Limit (7 days)	72 hours driving/work	As determined by daily minimums

### ⚠ MANDATORY REST BREAK REQUIREMENTS

All rest breaks must be continuous and uninterrupted. During any rest period, drivers must be wholly free from work-related duties. Rest breaks cannot be shortened, deferred, or waived under any circumstances. Compliance with rest break requirements may affect travel times and must be incorporated into all itinerary planning.

### 3. DEFINITION OF “DRIVER WORK”

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Under the Regulation, “work” is defined broadly and extends beyond the act of driving a vehicle. The following activities are classified as work time and are counted towards all applicable daily and weekly limits:

Category of Work	Description
<b>Vehicle Inspections &amp; Safety Checks</b>	All pre-departure and en-route inspections required by law or company policy
<b>Passenger Assistance</b>	Boarding, disembarking, and all passenger-facing duties
<b>Loading &amp; Unloading Luggage</b>	All baggage handling regardless of assistance provided
<b>Cleaning &amp; Refuelling</b>	Vehicle preparation, cleaning, and refuelling operations
<b>Administrative Duties</b>	Paperwork, logbook entries, and compliance documentation

### 4. CLIENT OBLIGATIONS

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Clients bear legal responsibility under the Chain of Responsibility framework for ensuring that schedules and instructions provided to the Company are consistent with driver fatigue laws. The following obligations apply to all Clients:

Obligation	Requirement
<b>Accurate Itinerary Provision</b>	Clients must furnish complete, accurate itineraries including all stops, wait times, and intended route variations prior to booking confirmation.
<b>Adequate Time Allowances</b>	Itineraries must include sufficient buffer for traffic, rest breaks, driver handovers, and unforeseen delays.
<b>Advance Disclosure of Changes</b>	All route changes, additional stops, or timing amendments must be communicated to Sydney Charter Bus Pty Ltd as early as practicable.
<b>Avoidance of Non-Compliant Requests</b>	Clients must not request or pressure drivers or staff to operate outside legal limits, including last-minute schedule extensions.

### 5. CHAIN OF RESPONSIBILITY (COR)

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Under NSW transport legislation, fatigue management compliance constitutes a shared legal responsibility across all parties in the transport chain. Clients and booking agents are expressly prohibited from:

- Requesting, directing, or encouraging a driver to exceed prescribed legal working limits;
- Imposing unrealistic, unachievable, or legally non-compliant schedules or deadlines;
- Applying direct or indirect pressure upon drivers or Company personnel to operate in contravention of fatigue laws; or
- Facilitating or condoning any unsafe or non-compliant conduct.

**✗ LEGAL WARNING**

Breach of Chain of Responsibility obligations may expose Clients, booking agents, and other responsible parties to significant civil and criminal penalties under applicable NSW transport legislation.

## **6. OPERATIONAL ADJUSTMENTS & SCHEDULING LIMITATIONS**

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The Company reserves the right, at its absolute discretion and without liability, to implement any of the following measures where required for legal compliance:

- Amend or substitute itineraries to ensure compliance with prescribed limits;
- Schedule additional or relief drivers for extended charters or multi-day bookings;
- Adjust departure, transit, or return times as operationally required;
- Decline or modify bookings that are not achievable within legal parameters; and
- Arrange overnight driver accommodation where lawfully required.

Any additional costs arising from compliance measures — including but not limited to additional driver fees and accommodation expenses — shall be borne by the Client.

## **7. DELAYS, VARIATIONS & LIMITATION OF LIABILITY**

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Delays may occur as a direct result of mandatory rest breaks, traffic and road conditions, enforcement activities, or other circumstances required by law. The Company expressly excludes liability for any loss, damage, or inconvenience arising from delays attributable to compliance with the Regulation or any other applicable legislative requirement.

## **8. SAFETY COMMITMENT**

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**SAFETY FIRST POLICY**

Sydney Charter Bus Pty Ltd operates under an unconditional Safety First policy. In any circumstance where scheduling considerations conflict with legal obligations or passenger safety, legal compliance and passenger safety will take absolute precedence without exception.

## **9. CLIENT ACKNOWLEDGEMENT**

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By confirming a booking with Sydney Charter Bus Pty Ltd, the Client acknowledges and unconditionally accepts that:

- All services are subject to the driver fatigue laws prescribed under the Regulation;
- Schedules may be adjusted by the Company to maintain full legal compliance;
- Additional operational resources may be required and charged for extended services; and
- All safety and legal obligations override all other scheduling considerations.