

# EXCESS LUGGAGE POLICY

## Conditions of Carriage — Passenger Transport Services

Sydney Charter Bus Pty Ltd | Trading as Sydney Charter Bus Australia | Effective: 1<sup>st</sup> January 2026

### 1. POLICY OVERVIEW & PURPOSE

Sydney Charter Bus Pty Ltd is committed to the safe, lawful, and efficient operation of passenger transport services throughout New South Wales and Australia. This Policy forms an integral part of the Company's Conditions of Carriage and is binding upon all hirers, passengers and authorised representatives.

All luggage, baggage and oversized items must be accurately declared at the time of booking. Due to mandatory compliance with vehicle weight limits, luggage bay capacities, and the Heavy Vehicle National Law (HVNL), failure to make accurate declarations may result in additional charges, journey delays, or refusal of carriage at the Company's sole discretion.

This Policy applies to all charter, tour, school, corporate, airport transfer and private hire services operated by the Company.

### 2. VEHICLE WEIGHT & STATUTORY COMPLIANCE

<b>Applicable Legislation</b>	Heavy Vehicle National Law (HVNL); National Heavy Vehicle Regulator (NHVR) requirements
<b>GVM / Axle Limits</b>	All vehicles must remain within the manufacturer's Gross Vehicle Mass and applicable axle weight restrictions at all times
<b>Luggage Compartment</b>	All luggage bays are subject to rated load limits. Overloading of compartments is prohibited
<b>Weigh Station Inspections</b>	Vehicles operating on Australian motorways may be directed to NHVR roadside weigh stations or heavy vehicle inspection sites

**IMPORTANT:** Where a vehicle is found to exceed its legal operating weight by inspection authorities, the Company may be subject to infringement notices, be prevented from proceeding, or required to immediately offload luggage or passengers. The Company will not knowingly operate an overloaded vehicle under any circumstances.

### 3. HIRER OBLIGATIONS — DECLARATION OF LUGGAGE

The hirer bears sole responsibility for the accurate declaration of all luggage and oversized items at the time of quotation and booking. Vehicle allocation and pricing are determined solely upon the information provided during the booking process.

<b>Declaration Requirement</b>	All luggage quantities, and unusual items must be declared prior to confirmation of booking
<b>Basis of Contract</b>	Vehicle type, capacity and price are allocated based exclusively on the information originally provided
<b>Consequences of Non-Disclosure</b>	Undisclosed or additional luggage may result in insufficient storage, unsafe loading, breach of legal weight limits, journey delays, requirement for vehicle upgrade or additional transport services, and supplementary charges payable by the hirer

<b>Changes to Requirements</b>	The hirer must notify the Company of any change to luggage requirements as soon as practicable and prior to the date of travel
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#### 4. EXAMPLES OF EXCESS, OVERSIZED & NON-STANDARD LUGGAGE

The following items are considered excess, oversized or non-standard for the purposes of this Policy. This list is indicative and non-exhaustive:

- Surfboards, snowboards and ski equipment
- Musical instruments, drum kits and audio/visual equipment
- Golf clubs and sporting equipment
- Eskies, coolers and camping equipment
- Foldable bicycles, prams and strollers
- Wheelchairs, mobility aids and motorised scooters (subject to prior written approval)
- Oversized suitcases, boxes and cartons
- Event materials, display equipment and photography/filming equipment
- School camp luggage and bulk educational materials
- Trade equipment, portable generators or machinery
- Any item unable to safely fit within standard luggage compartments

**Note:** *Motorised mobility scooters and all dangerous goods may be refused carriage unless specifically approved in writing by the Company prior to travel.*

#### 5. DRIVER MANUAL HANDLING & SAFE LIFT LIMITS

Pursuant to the Company's obligations under applicable Work Health and Safety (WHS) legislation, drivers are not required to manually handle items that exceed safe lifting thresholds.

<b>Recommended Single-Item Lift Limit</b>	20 kilograms per item for driver handling purposes
<b>Hirer / Passenger Responsibility</b>	Passengers and hirers must ensure luggage remains within safe lifting limits, assist with loading of heavier items where required, and advise staff in advance of unusually heavy or awkward items

Drivers reserve the right to refuse to load any item deemed unsafe to lift, excessively heavy, improperly packed, dangerous, or likely to cause personal injury or damage to the vehicle.

#### 6. ADDITIONAL VEHICLE & LUGGAGE TRANSPORT SERVICES

Where the volume or weight of luggage exceeds the capacity of the allocated vehicle, the Company may require one or more of the following measures, which are subject to availability and will attract additional charges:

<b>Coach Upgrade</b>	Upgrade to a larger capacity vehicle
<b>Luggage Trailer</b>	Provision of an additional luggage trailer
<b>Second Vehicle</b>	Deployment of a supplementary passenger or luggage vehicle
<b>Dedicated Luggage Van</b>	Arrangement of a separate luggage transport vehicle or truck
<b>Separate Transfer</b>	Staged or split transfer services

The Company does not guarantee the immediate availability of secondary transport services without prior notice. Where excess luggage is identified on the day of travel, journey delays may occur and emergency service fees will apply. All additional costs are payable by the hirer.

## 7. RIGHT OF REFUSAL OF CARRIAGE

The Company expressly reserves the right to refuse carriage of the following items:

- Undeclared excess luggage or items not disclosed at the time of booking
- Dangerous goods or prohibited substances under applicable Australian transport legislation
- Items exceeding allocated vehicle or luggage compartment capacity
- Items presenting a material safety risk to passengers, drivers or the public
- Items likely to cause damage to the vehicle or its fittings
- Goods otherwise prohibited under Commonwealth or State transport law

**Any items refused carriage shall immediately become the sole responsibility of the hirer or relevant passenger.**

## 8. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the Company accepts no responsibility for any loss, cost, delay or liability arising from:

<b>Journey Delays</b>	Delays caused by the presence of excess, undeclared or non-compliant luggage
<b>Additional Transport Costs</b>	Supplementary transport costs incurred as a result of items not disclosed at booking
<b>Refused Carriage Losses</b>	Any loss or expense arising from the Company's lawful refusal to carry undeclared or prohibited items
<b>Damage to Items</b>	Damage sustained by items that are improperly packed or inadequately protected
<b>Regulatory Penalties</b>	Government fines, penalties or enforcement actions arising from incorrect or incomplete customer declarations

Passengers remain solely responsible for the security, care and custody of their personal belongings at all times during the engagement.

## 9. RECOMMENDATIONS FOR HIRERS & PASSENGERS

To avoid delays, additional charges and potential refusal of carriage, the Company strongly recommends:

- Declare all luggage items accurately and completely at the time of booking
- Notify the Company of any oversized, unusually shaped or heavy items prior to confirmation
- Provide estimated baggage quantities on a per-passenger basis
- Contact the Company's operations team promptly if luggage requirements change following booking
- Ensure all items are appropriately packed and within manageable lift weights prior to travel

*The Company's operations team is available to assist with vehicle upgrades, luggage assessments and the arrangement of appropriate transport solutions.*

## 10. CONTACT INFORMATION

<b>Company</b>	Sydney Charter Bus Pty Ltd   Trading as Sydney Charter Bus Australia
<b>Website</b>	<a href="http://www.sydneycharterbus.com.au">www.sydneycharterbus.com.au</a>
<b>Email</b>	<a href="mailto:info@sydneycharterbus.com.au">info@sydneycharterbus.com.au</a>
<b>Phone</b>	1300 468 199

*For luggage assessments, special transport requirements or vehicle upgrade enquiries, please contact our operations team prior to the date of travel.*

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*This document is intended for client use only. Sydney Charter Bus Pty Ltd reserves the right to amend this Policy at any time without prior notice. For the most current version, contact the Company directly.*