

Terms of Website Use

Sydney Charter Bus Pty Ltd | www.sydneycharterbus.com.au

Last Updated: May 2026 | These Terms of Website Use ("Terms") govern your access to and use of this website and have been prepared in accordance with the **Australian Consumer Law** (Schedule 2, Competition and Consumer Act 2010 (Cth)), the *Electronic Transactions Act 1999 (Cth)*, the *Privacy Act 1988 (Cth)* as amended, and the laws of New South Wales. By accessing, browsing or using this website, you agree to be bound by these Terms in full.

Website operator	Sydney Charter Bus Pty Ltd (ABN 44 134 888 912), trading as Sydney Charter Bus Australia ("we", "us", "our")
Website	www.sydneycharterbus.com.au ("Website")
Legislative framework	<i>Australian Consumer Law</i> (Cth) <i>Electronic Transactions Act 1999</i> (Cth) <i>Privacy Act 1988</i> (Cth) as amended <i>Copyright Act 1968</i> (Cth) <i>Spam Act 2003</i> (Cth) Laws of New South Wales
Governing law	New South Wales, Australia — subject to the non-exclusive jurisdiction of NSW and Commonwealth courts

Acceptance of these Terms: By accessing, browsing or using any part of this Website, you agree to be legally bound by these Terms in full. If you do not agree with any provision of these Terms, you must immediately cease using the Website. These Terms constitute a legally binding agreement under the *Electronic Transactions Act 1999 (Cth)*, which gives full legal effect to contracts formed electronically. These Terms are compliant with the **Australian Consumer Law** as enforced by the ACCC, which actively reviews websites for compliance and may impose civil penalties for non-compliant website terms.

1. Use of This Website

- 1.1 You agree to use this Website only for lawful purposes and in a manner consistent with all applicable Commonwealth and NSW laws, including the *Australian Consumer Law*, the *Electronic Transactions Act 1999 (Cth)* and the *Spam Act 2003 (Cth)*.
- 1.2 Sydney Charter Bus Pty Ltd may suspend, restrict or terminate access to all or any part of this Website at any time and without prior notice — including for maintenance, upgrades, security requirements, legal compliance or any other operational purpose — at our absolute discretion.

The following conduct is strictly prohibited on this Website:

- X Interfering with, disrupting, overloading or impairing the operation, security or integrity of the Website or its underlying systems
- X Attempting to gain unauthorised access to any part of the Website, our servers, databases or any connected system
- X Transmitting or uploading harmful, offensive, defamatory, unlawful, threatening or otherwise objectionable material through the Website
- X Introducing viruses, malware, ransomware, trojans, denial-of-service attacks or any other harmful or disruptive code or technology
- X Using automated tools, bots, crawlers or scrapers to systematically harvest, extract or compile content from this Website without express written authorisation (see also our Copyright Notice & Policy)
- X Using this Website to engage in misleading, deceptive or fraudulent conduct — including conduct prohibited by **s. 18** of the *Australian Consumer Law* (misleading or deceptive conduct)

2. Website Content & Accuracy

- 2.1 All information, text, images, graphics, pricing, service descriptions and other materials appearing on this Website ("Content") are provided in good faith for general information purposes only. While we make reasonable efforts to ensure accuracy and currency, we do not warrant that the Content is complete, error-free, up to date or free from technical inaccuracies at all times.
- 2.2 Content published on this Website — including pricing, service descriptions and availability — is subject to change without notice. **Nothing on this Website constitutes professional, legal or financial advice.** You are responsible for verifying all information independently before relying on it or acting upon it.
- 2.3 Sydney Charter Bus Pty Ltd is committed to the prohibition on misleading or deceptive conduct under **s. 18** of the *Australian Consumer Law*. Where any Content is found to be inaccurate or misleading, we will take prompt steps to correct it. The ACCC's 2025–26 enforcement priorities include misleading pricing practices and digital market conduct.

3. Intellectual Property

- 3.1 All intellectual property rights in this Website and its Content — including copyright, trademarks, trade names, service marks, logos, design elements and proprietary materials — are owned by or licensed to Sydney Charter Bus Pty Ltd and are protected by the *Copyright Act 1968* (Cth), the *Trade Marks Act 1995* (Cth) and applicable international intellectual property conventions.
- 3.2 You may view, download and print Content from this Website solely for your own personal, non-commercial use, provided you do not modify or alter the Content in any way and retain all copyright and proprietary notices.
- 3.3 Without our prior written consent, you must not reproduce, distribute, modify, republish, sub-licence, sell, communicate to the public or otherwise deal with any Content for any commercial purpose. You must not use any trademarks, trade names or logos belonging to Sydney Charter Bus Pty Ltd without prior written authorisation. Unauthorised use constitutes infringement under the *Copyright Act 1968* (Cth) and may give rise to civil and criminal liability. See our Copyright Notice & Policy for full details.

4. Online Enquiries & Booking Requests

- 4.1 Forms and contact channels provided on this Website allow you to submit booking requests, enquiries and service information requests. **The submission of an enquiry or request through this Website does not constitute a confirmed booking.**
- 4.2 A booking is only confirmed when expressly accepted in writing by an authorised representative of Sydney Charter Bus Pty Ltd — by email, booking confirmation letter, or through our approved booking system. In accordance with the *Electronic Transactions Act 1999* (Cth), electronic communications constitute valid and legally binding agreements once expressly confirmed in writing.
- 4.3 All confirmed bookings are subject to the Terms & Conditions of Charter & Hire and all applicable Company Policies published at www.sydneycharterbus.com.au/company-policies. These Website Terms do not supersede or constitute the General Terms & Conditions of Charter & Hire applicable to confirmed services.
- 4.4 Sydney Charter Bus Pty Ltd reserves the right to decline, cancel or suspend any booking request or enquiry at its absolute discretion and without obligation to provide reasons, subject to any non-excludable rights under the *Australian Consumer Law*.

5. Australian Consumer Law — Consumer Guarantees

- 5.1 Sydney Charter Bus Pty Ltd acknowledges that **Consumer Guarantees apply to all services supplied to Australian consumers** under the *Australian Consumer Law* (Cth). These guarantees include that services will be provided with due care and skill, within a reasonable time, and fit for the disclosed purpose. Consumer Guarantees cannot be excluded, restricted or modified by contract.
- 5.2 No provision in these Terms purports to exclude, restrict or modify any Consumer Guarantee or other right that cannot be lawfully excluded under the *Australian Consumer Law*. Any clause in these Terms that purports to do so is void to that extent.
- 5.3 Misleading representations about Consumer Guarantees — including representations that consumers have no right to a remedy, or that liability is limited where it cannot lawfully be limited — constitute contraventions of the *Australian Consumer Law* that may attract **substantial civil penalties**. The ACCC's 2025–26 enforcement priorities include Consumer Guarantee compliance across digital and transport sectors.

6. Unfair Contract Terms

- 6.1 The Unfair Contract Terms (UCT) regime under the *Australian Consumer Law* was **significantly strengthened from 9 November 2023**. It is now unlawful — not merely voidable — for a business to propose, use or rely on an unfair term in a standard form contract with a consumer or small business. Civil penalties now apply to unfair terms in standard form contracts.
- 6.2 These Terms have been prepared with the UCT regime in mind. Any clause found to be unfair within the meaning of the *Australian Consumer Law* will be void to that extent. Any clause that creates a significant imbalance in the parties' rights and is not reasonably necessary to protect our legitimate interests is intended to be read in a manner consistent with applicable law.

7. Third-Party Links

- 7.1 This Website may contain links to external third-party websites. These links are provided for user convenience only and do not constitute or imply any endorsement, approval, sponsorship or control by Sydney Charter Bus Pty Ltd of the content, practices, security or reliability of those external sites.
- 7.2 Sydney Charter Bus Pty Ltd is not responsible for the content, accuracy, security or privacy practices of any linked third-party website. You access external sites entirely at your own risk. We strongly recommend reviewing the terms of use and privacy policy of any external site before submitting personal information or engaging in any transaction.
- 7.3 Sydney Charter Bus Pty Ltd accepts no liability for any loss, damage or expense arising from your access to, use of, or reliance on any third-party website linked from this Website.

8. Privacy & Data Collection

- 8.1 Your use of this Website is subject to our Privacy Policy, which sets out how we collect, use, hold and disclose personal information in full compliance with the *Privacy Act 1988* (Cth) as amended by the *Privacy and Other Legislation Amendment Act 2024* (Cth) and the 13 Australian Privacy Principles. By using the Website, you consent to the collection and handling of your personal information in accordance with that Policy.
- 8.2 This Website may use cookies and analytics tools (see our Privacy Policy, Section 7). In accordance with *Spam Act 2003* (Cth) obligations, we will not send unsolicited commercial electronic messages without your express or inferred consent. You may opt out of marketing communications at any time.

9. Security

- 9.1 Sydney Charter Bus Pty Ltd takes reasonable precautions to protect the security of this Website and any personal information submitted through it, including the use of encryption, secure protocols and access controls. However, no internet transmission or online storage system can be guaranteed to be completely secure.
- 9.2 You are responsible for ensuring that your own devices, networks, operating systems and software are appropriately protected against malware, viruses, ransomware, spyware and unauthorised access. You agree not to transmit any content to or through this Website that is unlawful or harmful to the Website or its infrastructure.

10. Limitation of Liability

- 10.1 To the maximum extent permitted by the *Australian Consumer Law* and applicable law, Sydney Charter Bus Pty Ltd makes no representations or warranties — express or implied — about the accuracy, reliability, completeness, availability or fitness for purpose of this Website or its Content.
- 10.2 To the maximum extent permitted by law, Sydney Charter Bus Pty Ltd excludes all liability for any loss, damage, cost or expense arising from or in connection with your access to or use of this Website, including indirect, consequential or special loss, loss of data, loss of revenue or opportunity, or business interruption — whether arising in contract, tort (including negligence), statute or otherwise.
- 10.3 Nothing in these Terms limits any right you may have under the *Australian Consumer Law* that cannot lawfully be excluded, restricted or modified. Where the *Australian Consumer Law* implies a guarantee, warranty or condition that cannot be excluded, our liability is limited to the extent permitted by that legislation — which may include, where applicable, the re-supply of the relevant service or the payment of the cost of re-supply.

11. Indemnity

You agree to indemnify, defend and hold harmless Sydney Charter Bus Pty Ltd, its officers, directors, employees, contractors and agents against all claims, losses, liabilities, costs and expenses (including reasonable legal fees) arising from: (a) your misuse of this Website or any Content; (b) your breach of these Terms; (c) your violation of any applicable law or third-party right; or (d) any claim by a third party arising from your access to or use of Content obtained through this Website. This indemnity operates to the maximum extent permitted by the *Australian Consumer Law* and applicable law.

12. Updates to These Terms

- 12.1 Sydney Charter Bus Pty Ltd may update or amend these Terms at any time without prior notice to reflect changes in Australian or NSW law, ACCC regulatory guidance, our business operations, or evolving digital compliance standards. The updated version will be published on this page with a revised "Last Updated" date.
- 12.2 Your continued access to or use of this Website following publication of an updated version of these Terms constitutes your acceptance of those updated Terms. We recommend reviewing these Terms periodically to remain informed of your rights and obligations.

13. Governing Law & Jurisdiction

These Terms are governed by the laws of New South Wales, Australia. Any dispute arising in connection with these Terms, the Website or any Content shall be subject to the non-exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia. Sydney Charter Bus Pty Ltd does not warrant that this Website or its Content complies with the laws of any jurisdiction outside of Australia. Persons accessing

this Website from outside Australia do so at their own initiative and are responsible for compliance with local laws.

14. Contact Us

For all queries, concerns or notices in relation to these Terms of Website Use, please contact us at:

1300 468 199 | 0413 182 999 | info@sydneycharterbus.com.au | www.sydneycharterbus.com.au

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