

Greyhound Australia Terms and Conditions of Carriage

(Effective 7 May 2024)

The **Australian Consumer Law** provides Consumers with a number of protections and Consumer Guarantees that cannot be excluded, restricted or modified. These Terms, and in particular the fare rules, refund and limitations of liability provisions set out in these Terms, are therefore subject to, and will not apply to the extent that they exclude, restrict or modify, such protections and any Consumer Guarantees applicable to Consumers which cannot be contracted out of.

These Consumer Guarantees provide Consumers with a basic, guaranteed level of protection for services that they acquire from Us, including: (i) a guarantee as to due care and skill, (ii) a guarantee as to fitness for a particular purpose; and (iii) a guarantee as to reasonable time for supply. If we fail to live up to any of these Consumer Guarantees for a relevant service We provide, you may be entitled to a remedy under the Australian Consumer Law. If the breach of the Consumer Guarantees cannot be remedied or amounts to a major failure, you are entitled to a refund or other remedies under the Australian Consumer Law. You may also be entitled to compensation for reasonably foreseeable losses caused by the failure. A major failure occurs when a reasonable consumer would not have purchased the services had they known about the extent of the failure or where the service is substantially unfit for purpose and cannot be fixed within a reasonable time.

The carriage of any Passenger on Our Coaches, and any related goods or services that We may provide to a Passenger in respect of such carriage, are subject to these Terms and Conditions of Carriage ("Terms") and the travel particulars set out on the Passenger's Booking Confirmation. These Terms and the travel particulars set out on the Passenger's Booking Confirmation comprise the entire agreement between Us and the Passenger and, subject to the Australian Consumer Law, no other Terms and Conditions, where oral or written, will apply. We are not a common carrier and reserve the right to refuse to deal with any person or to carry any Baggage in accordance with these terms and conditions. You agree to observe any written or oral direction that We give to you in respect of your travel on Our Coach.

DEFINITIONS

Add-ons means any additional items or services that can be purchased in addition to your Travel Pass or Ticket. These include but are not limited to additional baggage allowance, surfboard carriage, bicycle carriage, and Environmental Partner Donations

Advantage Fare means the type of fare described in clause 3.1.b)

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth)

Authorised Agent means an authorised reseller of Greyhound products such as Tickets, Travel Passes, or Travel Packages

Assistance Animal means an animal that has been trained by an accredited organisation to provide assistance to a person with a disability

Baggage means any item that a Passenger brings on Our Coach, including but not limited to any items stored in storage bins and any item of Standard Baggage and Non-Standard Baggage, excluding any Hand Baggage

Booking means both the reservation and details which We or one of Our Authorised Agents have entered in Our system relating to a journey to be made by a Passenger or, in the case of an open-dated product, the details of the Passenger and the product type purchased by the Passenger

Booking Confirmation means any Ticket, Travel Pass, Travel Package or Experience & Accommodation Bookings issued by Us or one of Our Authorised Agents to a Passenger containing details of the Booking, including an E-Ticket

Booking Fee means the fee applied to Bookings as described in clause 2.2

Call Centre means the call centre operated by Greyhound Australia

Cancellation Fee means the fee applied to Booking cancellations as described in section 4 of these Terms

Carer means a person who provides assistance to a Passenger requiring Travel Assistance

Carrier means any other contracted coach transport provider that has been engaged by Greyhound Australia to assist with the delivery of Our services

Chaperone means a person 15 years of age or older that agrees to accompany a school-aged Child (4-14 years) for the purposes of attending school or returning home from school. The Chaperone is to take full responsibility for the Child whilst on Our services for the duration of the journey

Child or Children means a person/s aged between 3 and 14 (inclusive)

Coach means any Coach vehicle including those operated by one of Our Carriers

Commuter Pass means the type of Pass described in clause 3.2.i

Concession means a person who has a valid pensioner, senior card or Carer card

Consumer has the meaning given to it in the Australian Consumer Law

Consumer Guarantee means any statutory guarantee provided to Consumers under Division 1 of Part 3-2 of the Australian Consumer Law

Corporate Agent or Partner means a corporation or business with which Greyhound has a direct relationship and who makes Bookings with Greyhound on behalf of other persons (who do not make direct individual Bookings with Greyhound)

Donation means monies that are presented as a gift or contribution to a charitable organisation as nominated by Greyhound Australia

E-Ticket means a digital representation of a booked Ticket

Early Bird Fare means the type of fare described in clause 3.1.c

East Coast Whimit means the type of Pass described in clause 3.2.k

Environmental Partner Donation means financial monies that are given to Greyhound Australia to pass on to their nominated third-party organisation that works to improve the environment. The current partner is Landcare Australia

Event of Force Majeure means any circumstances beyond Our reasonable control including but not limited to war, acts of terror, inclement weather, hurricanes, cyclones, severe storms or weather, hail, strikes, lockouts or raw material shortages (including shortages of fuel)

Experience & Accommodation mean any activities not directly pertaining to Coach travel, operated by third party service providers, and pursuant to clause 3.4

Flexible Fare means the type of fare described in clause 3.1.a)

G-Dollars means the virtual currency owned by Greyhound

G-Wallet means the virtual portal where G-Dollars are accumulated and held for later redemption

Greyhound or **Greyhound Australia** means Greyhound Australia Pty Ltd ACN 104 326 383

Greyhound Rewards Program means the loyalty program that offers benefits to Passengers on Greyhound Australia services, which include but are not limited to G-Dollars. Passengers must register to gain access to benefits

Hand Baggage means all items of carry-on Baggage that are carried aboard a Coach by a Passenger including, but not limited to, handbags, clothing, books, magazines, electrical equipment and components, cash, credit cards, artworks, passports, jewellery, antiques and valuable items

Hop On Hop Off Pass means the type of Pass described in clause 3.2.h

Hop On Hop Off Pass Upgrade means an upgrade in accordance with clause 3.2.h.6

Infant means a Child aged 2 and under

Independent Travel Conditions means the requirements of a Passenger to travel without the assistance of a Carer as detailed in section 6 of these Terms

Member means an eligible person who has created a valid My Greyhound account and agrees to the conditions of the Greyhound Rewards Program as detailed in section 17 of these Terms

Membership means membership to the Greyhound Rewards Program

My Greyhound means the booking management portal that holds all travel and third-party purchases pertaining to an individual with the relevant login credentials

Non-Standard Baggage means the items identified in clause 10.3 of these Terms

Nursed Infant means an Infant who is held by an accompanying person and does not occupy a separate seat

Pass means a Travel Pass

Pass Upgrade means an extension purchased that allows extra time to complete travel

Passenger means any person with a Booking who is to be carried or who is carried on a Coach, except Members of Our staff

Personal Information has the meaning given to it in the *Privacy Act 1988* (Cth)

Premium Fare is a Ticket fare that was replaced by Flexible Fare as of 20 November 2023

Premium Upgrade is an additional fee that was replaced by Travel Sure as of 20 November 2023

Rates means fees, charges or remuneration that is based on a tiered scale depending on specific request or requirements

Related Bodies Corporate has the meaning given to that term in the *Corporations Act 2001* (Cth)

Sector refers to travel between two stops on Our network

Standard Baggage includes any bag or suitcase, boogie board, skis, snowboard, golf clubs or golf bag

Student means a person aged 15 years or older who has a recognised Student identification card

Subsidiaries has the meaning given to that term in the *Corporations Act 2001* (Cth)

Supplier means a third-party business operator other than Greyhound Australia

The Working Holidayer means the Pass described in clause 3.2.i

Ticket means a Ticket that represents point to point travel booked that is not part of a Travel Pass redemption

Ticket Fare Price means the amount of money required to purchase travel on Our services on a single point to point basis, not inclusive of Pass travel

Travel Assistance refers to any assistance that a Passenger that does not meet the Independent Travel Conditions may require to travel on Our Coaches

Travel Centre means a Greyhound Australia operated store where travel on Our services can be purchased

Travel Days is defined as a 24-hour period commencing at 00:00am and ending at 23:59pm AEST (Australian Eastern Standard Time)

Travel & Accommodation Package means a Whimit Travel Pass that is sold with a multiple night stay pass with a nominated third-party accommodation provider as described in clause 3.3.a

Travel & Experience Package means a Whimit Travel Pass that is sold with a set number of experiences from third-party suppliers as described in clauses 3.3.b and 3.4

Travel Package includes any Greyhound Travel & Accommodation Package or Greyhound Travel & Experience Package. Travel Package Bookings include components of Greyhound travel and experience products

Travel Pass means all Passes to use on Our Coach network as determined by their individual conditions of use and includes Hop On Hop Off, Commuter, and Whimit Passes

Travel Sure is an additional fee that, without limiting any rights or remedies under the Australian Consumer Law, allows cancellation and/or refund for any reason (including change of mind) on Flexible Fare Ticket. For Bookings with multiple travel Sectors that include a Flexible Fare with an Early Bird Fare or Advantage Fare, Travel Sure will only apply to the Flexible Fare travel Sector. Travel Sure is only available for purchase from Greyhound's Travel Centres, Call Centre and Website

Us, We or **Our** means Greyhound Australia Pty Ltd and its Subsidiaries and Related Bodies Corporate, its officers, employees, agents and subcontractors

Website means <https://www.greyhound.com.au/>

Whimit or **Whimit Pass** means a Pass described in clause 3.2.j

1. BOOKINGS

- 1.1. We will not be bound to provide any goods or services to any Passenger unless that Passenger has reserved a seat and paid for their Booking in full in advance.
- 1.2. The Booking Confirmation entitles all persons listed to occupy one seat each on the designated Coach while travelling between the destinations stated, with the exception of Nursed Infants.
- 1.3. We reserve the right to restrict available seats for all product types at any time without notice.
- 1.4. At the time of Booking each Passenger will be assigned a seat for each individual service they are travelling on. Passengers may request a change to their assigned seats up until the Coach departs by using My Greyhound or contacting Greyhound's Call Centre or Travel Centres. Subject to availability and operational needs, We will endeavour to accommodate any requested changes.
- 1.5. Passengers acknowledge and agree that seat allocations, whether chosen by the Passenger or automatically assigned, are subject to availability and cannot be guaranteed. Seat allocations may be affected by last minute service and/or Coach changes and other operational factors. In addition, We may change your seat at any time, even after you have boarded the Coach, for safety and compliance reasons, operational reasons and due to any unforeseen circumstances.
- 1.6. Passengers requiring Travel Assistance must contact Greyhound's Call Centre on 1300 473 946 or Travel Centres to discuss their requirements prior to departure.
- 1.7. Passengers travelling on a Travel Pass or Travel Package who wish to be seated together are required to select their seats independently. Greyhound is not able to disclose seating allocation for other Passengers.

2. FEES, CHARGES & PRICING

- 2.1. All quoted fares (whether on Our website, at one of Our Travel Centres, through Our Call Centre, or from one of Our Authorised Agents) are current at point in time and subject to change at any time prior to payment by the Passenger.
- 2.2. All Bookings made through Our Call Centre, Travel Centres, or a driver will incur a Booking Fee of \$5. This fee will be included in the total fare at the time of payment.
- 2.3. A person who is 15 years or older and accompanying a Nursed Infant must book a full fare Ticket for themselves and a free of charge Ticket for the Nursed Infant. Any additional Infants accompanied by the same person must be seated and will be charged at 50% of the standard adult fare.
- 2.4. Nursed Infants will receive a Ticket free of charge. If the Passenger wishes the Infant to be seated for an approved capsule of carriage, 50% of the standard adult fare will be charged for that seat.

3. FARE RULES

3.1. TICKET

- a) Flexible Fare
 - 3.1.a.1. Entitles the Passenger to keep the date of their Booking open for 12 months from the date of purchase.
 - 3.1.a.2. Passengers are able to change their travel to another date or time up to 15 minutes prior to the booked departure time. If Passengers are seeking to change their travel within 1 hour prior to departure, they must contact either the Greyhound Call Centre or a Travel Centre. Subject to clause 3.1.a.3 and 3.1.a.4, failure to comply with this clause will result in your ticket being forfeited.
 - 3.1.a.3. Refunds are available for any reason (including change of mind) where Travel Sure has been purchased at the time of Booking and Greyhound Australia is advised prior to the expected departure time (Booking Fees, Donations and the Travel Sure fees are excluded from refunds of this nature).
 - 3.1.a.4. Refunds are also available in certain circumstances under the Australian Consumer Law.
 - 3.1.a.5. Where the original Booking was made through an Authorised Agent, you acknowledge that the Authorised Agent is responsible for processing any refund requests and agree that you must contact the Authorised Agent to process these requests not Greyhound directly.
- b) Advantage Fare
 - 3.1.b.1. Passengers are able to change their travel to another date or time up to 24 hours prior to the booked departure time, provided another Advantage Fare is available for the alternate travel date. Subject to clause 3.1.b.2, failure to comply with this clause will result in your ticket being forfeited.
 - 3.1.b.2. Refunds are not available except under the Australian Consumer Law.
 - 3.1.b.3. Where the original Booking was made through an Authorised Agent, you acknowledge that the Authorised Agent is responsible for processing any refund requests and agree that you must contact the Authorised Agent to process these requests not Greyhound directly.
- c) Early Bird Fare
 - 3.1.c.1. Passengers are not able to transfer to another date or time.
 - 3.1.c.2. Refunds are not available except under the Australian Consumer Law.
 - 3.1.c.3. Where the original Booking was made through an Authorised Agent, you acknowledge that the Authorised Agent is responsible for processing any refund requests and agree that you must contact the Authorised Agent to process these requests not Greyhound directly.

3.2. TRAVEL PASS

- a) A Passenger can use a Travel Pass during the period of validity on the Travel Pass. Where a Sector commences on the last Travel Day of a Travel Pass and ceases on the following day, the journey will be able to be completed, even after validity of the Travel Pass has passed.
- b) Travel is subject to availability. We note that certain Sectors may book out weeks in advance, particularly during Australian school holidays and long weekends.
- c) To avoid disappointment, We recommend Travel Pass holders book a seat for preferred travel times and dates well in advance of the service departure.
- d) Travel Passes and Travel Packages can only be used by the person whose name appears on the original Booking and Greyhound may request identification to confirm the Passenger at the time of boarding.
- e) Travel Passes and Travel Packages cannot be transferred to another person.
- f) Minimum age to travel on a Pass is 15 years; if under 15 years, the requirements in clause 5 (Infants and Children) take effect.
- g) Passengers are able to change their travel to another date or time up to 15 minutes prior to the booked departure time. If Passengers are seeking to change their travel within 1 hour prior to departure, they must contact either the Greyhound Call Centre or a Travel Centre. If the Passenger does not show up for travel, the Sector will be forfeited and registered as a fail to board the Coach.
- h) Hop On Hop Off Pass
 - 3.2.h.1. The Hop On Hop Off Pass is a single direction Pass for travel in specific Sectors that is valid for 90 days of travel from the

commencement of travel.

- 3.2.h.2. First day of travel must commence within 12 months from the date of purchase.
- 3.2.h.3. Travel validity of 90 days commences from the date of the first Sector travelled.
- 3.2.h.4. Valid for one-way travel only, once only, up to the maximum distance required to complete the one-way trip purchased.
- 3.2.h.5. Sectors travelled or booked twice on a Hop On Hop Off Pass are a breach of the terms of the Hop On Hop Off Pass and will result in forfeiting your Travel Pass.
- 3.2.h.6. Hop On Hop Off Pass Upgrade allows for an extra 3 months (90 days) validity to the Pass. The upgrade can be applied once only, prior to or during the Passenger's travel, by contacting either the Greyhound Call Centre or a Travel Centre before the Pass expires.

i) Commuter Pass

- 3.2.i.1. The Commuter Pass is a multiple-trip Pass for selected commuter routes between pre-set city pairs.
- 3.2.i.2. Each Commuter Pass trip is redeemed at the time of Booking.
- 3.2.i.3. First day of travel must commence within 12 months from the date of purchase.
- 3.2.i.4. Travel validity commences from the date of the first Sector travelled and is for:
 - 3.2.i.4.1. 90 days for 10 Trip Passes
 - 3.2.i.4.2. 180 days for 20 or 25 Trip Passes
- 3.2.i.5. Travel is valid for the number of trips purchased between the two pre-set city pairs.

j) Whimit Pass

- 3.2.j.1. The Whimit Pass is a Travel Pass with a set amount of consecutive Travel Days (7-120 days of travel as elected at the time of Booking) included and can be used in any direction on multiple Sectors.
- 3.2.j.2. First day of travel must commence within 12 months from the date of purchase.
- 3.2.j.3. Whimit is valid for unlimited travel direction on Greyhound Australia services for the purchased amount of Travel Days.
- 3.2.j.4. The available Travel Days commence at 00:00am on the date of the first Sector travelled and end at 23:59pm on the last day.

k) East Coast Whimit

- 3.2.k.1. The East Coast Whimit is a Travel Pass with a set amount of consecutive travel days (7-60 days of travel as elected at the time of Booking) included and can be used in any direction between Melbourne and Cairns.
- 3.2.k.2. First day of travel must commence within 12 months from the date of purchase.
- 3.2.k.3. Whimit is valid for unlimited travel directions on Greyhound Australia East Coast services for the purchased amount of days.
- 3.2.k.4. The available Travel Days commence at 00:00am on the date of the first Sector travelled and ends at 23:59pm on the last day.
- 3.2.k.5. An East Coast Whimit specifically excludes all travel between the following destinations:
 - 3.2.k.5.1. Broome <> Darwin
 - 3.2.k.5.2. Darwin <> Alice Springs
 - 3.2.k.5.3. Alice Springs <> Adelaide
 - 3.2.k.5.4. Brisbane <> Charleville <> Mount Isa
 - 3.2.k.5.5. Rockhampton <> Emerald <> Longreach
 - 3.2.k.5.6. Townsville <> Tennant Creek

l) The Working Holidayer

- 3.2.l.1. The Working Holidayer is a Travel Pass exclusive to holders of a Working Holiday Maker visa and includes restricted travel between Melbourne or Sydney and Brisbane plus unlimited travel directions within Queensland for a total of 30 non-consecutive Travel Days.
- 3.2.l.2. First day of travel must commence within 12 months from the date of purchase.
- 3.2.l.3. The Working Holidayer is valid for 30 days of travel on Greyhound Australia services, including northbound directional travel only from Melbourne to Brisbane and multi-directional travel within Queensland.
- 3.2.l.4. The total number of Travel Days on The Working Holidayer is 30.
- 3.2.l.5. The 30 Travel Days must be used within a three-month period with this calculated from the date of first Sector of travel.
- 3.2.l.6. The Working Holidayer specifically excludes all travel between the following destinations:
 - 3.2.l.6.1. Broome <> Darwin
 - 3.2.l.6.2. Darwin <> Alice Springs
 - 3.2.l.6.3. Alice Springs <> Adelaide

3.3. TRAVEL PACKAGE

a) Travel & Accommodation Package

- 3.3.a.1. First day of travel must commence within 12 months from the date of purchase.
- 3.3.a.2. Travel & Accommodation Package includes a Greyhound East Coast Whimit Pass and accommodation credits at selected third-party service providers. Refer to the fare rules applicable of the included Travel Pass as detailed in clause 3.2.k.
- 3.3.a.3. The available Travel Days commence at 00:00am on the date the first Sector travelled and ends at 23:59pm on the last day.

b) Travel & Experience Package

- 3.3.b.1. First day of travel must commence within 12 months from the date of purchase.
- 3.3.b.2. Travel & Experience Package includes a Greyhound East Coast Whimit Pass and experience credits with selected third-party service providers. Refer to the fare rules applicable of the included Travel Pass as detailed in clause 3.2.k.
- 3.3.b.3. The available Travel Days commence at 00:00am on the date the first Sector travelled and ends at 23:59pm on the last day.

3.4. EXPERIENCES & ACCOMMODATION

- a) All experiences, accommodation services and products provided as part of Experience & Accommodation Bookings are owned and operated by third-party service providers and not Greyhound.
- b) Experience & Accommodation Bookings are requested on your behalf with the third-party service provider. The third-party service provider will then provide you with a booking confirmation. Please note that selecting a date for your Booking with Greyhound does not guarantee availability with the third-party service provider, or act as confirmation from the third-party service provider.
- c) You acknowledge and agree that We act as a Booking agent only in respect of Experience & Accommodation Bookings and that Our obligation is to make Bookings on your behalf and to arrange relevant contracts between you and relevant service providers, and that those Bookings are subject to the terms and conditions of the relevant service provider. By making a Booking with Us you acknowledge and agree that you have read and are satisfied with the terms and conditions of the relevant service provider. Please contact Us for a copy of the other service provider's terms and conditions if you are unsure about those.
- d) You authorise Us to provide your details, including Personal Information, to the service provider.
- e) You acknowledge and agree that, as Greyhound does not own or operate the third-party business providing the Experience &

Accommodation or have any control over the performance or provision of the Experiences & Accommodation, subject to clause 20, We have no responsibility or liability for any matter in respect of any Experience & Accommodation Bookings (other than as Booking agent to perform the Booking service) nor do We make or give any warranty or representation regarding their standard or delivery.

- f) All Experience & Accommodation Bookings are conducted on your behalf, subject to the terms and conditions, including any limitations of liability imposed by these service providers.
- g) If for any reason (excluding default by Us in providing the Booking service) any service provider is unable to provide the products or services for which you have contracted, You acknowledge and agree that your remedy lies against that provider and not with Us.

4. REFUNDS

- 4.1. These refund provisions are subject to any rights and remedies under the Australian Consumer Law which cannot be contract out of. You may be entitled under the Australian Consumer Law to a refund and/or compensation in certain circumstances (for example, following a delay or cancellation) if it constitutes a breach of the Consumer Guarantees. Whether there has been a breach of the Consumer Guarantees depends on the circumstances including, for example, factors such as the reason for any delay or cancellation, the length of any delay, and whether We remedied the delay or cancellation, for example by placing you on another service within a reasonable time (which will depend on the circumstances). We are not required under the Australian Consumer Law to provide you with a refund if you change your mind.
- 4.2. Subject to clause 4.1, We do not offer refunds to Passengers who:
 - a) Do not show up and fail to board the Coach they have booked to travel on (the Sector is forfeited).
 - b) Have been refused travel or removed from the Coach in accordance with clauses 12, 13, 14, 15, 16 of these Terms.
 - c) Have not cancelled or rescheduled their journey in accordance with the fare rules for the Ticket type.
- 4.3. You acknowledge and agree that the Cancellation Fees set out below constitute a genuine pre-estimate of Our loss if you cancel your Booking. No Cancellation Fee applies where you are entitled to a refund or other remedy under the Australian Consumer Law.
- 4.4. In circumstances where a refund is available, Booking Fees are not included in the refund (except where you are entitled to a refund or other remedy under the Australian Consumer Law).
- 4.5. Bookings confirmed and subsequently requested to be cancelled on the same day are subject to terms set out in this clause.
- 4.6. Where the original Booking was made through an Authorised Agent, you acknowledge that the Authorised Agent is responsible for processing any refund requests and you agree that you must contact the Authorised Agent to process these requests not Greyhound directly.
- 4.7. Subject to clause 4.1, where a refund is available pursuant to the fare rules of each Ticket type, the Ticket value will be refunded excluding any Booking Fees, Environmental Partner Donations, and/or Travel Sure costs. If the Ticket was paid for in part or wholly with G-Dollars then the amount of G-Dollars redeemed for the purchase will be refunded back to the G-Wallet excluding any Booking Fees and/or Travel Sure costs. No exclusion for Booking Fees and/or Travel Sure costs applies where you are entitled to a refund or other remedy under the Australian Consumer Law.
- 4.8. All refunds will be processed back to the customer in the same manner the Booking was originally purchased.
- 4.9. TRAVEL PASS
 - a) Except where required by the Australian Consumer Law, no refund will be given:
 - 4.9.a.1. Once travel has commenced.
 - 4.9.a.2. Where a Sector of travel has been booked and subsequently missed or failed to load.
 - b) Without limiting any rights or remedies under the Australian Consumer Law, a refund is available:
 - 4.9.b.1. Where a Pass is untravelled and cancelled prior to the expiry of the Pass.
 - 4.9.b.2. Where a partner discount code has not been redeemed.
 - 4.9.b.3. Where a Booking is confirmed and subsequently requested to be cancelled on the same day.
 - c) Cancellations will incur a 10% fee based on the original purchase price of the Pass. This Cancellation Fee reflects the costs incurred by Us to process the refund and the Passenger agrees that this is fair and reasonable in the circumstances. No Cancellation Fee applies where you are entitled to a refund or other remedy under the Australian Consumer Law.
- 4.10. TRAVEL PACKAGE
 - a) Except under the Australian Consumer Law, no refund will be given:
 - 4.10.a.1. If a Travel Package is purchased and cancelled due to a change of mind or personal circumstances.
 - 4.10.a.2. If you fail to turn up to an inclusion on the day booked and/or failed to notify the Supplier of any changes prior to intended travel day.
 - 4.10.a.3. If the Booking date of an inclusion is changed and subsequently cancelled by you (the customer).
 - 4.10.a.4. If the Booking date of an inclusion is changed to open-dated and subsequently cancelled by you (the customer).
 - 4.10.a.5. After the Travel Package has expired.
 - b) Without limiting any rights or remedies under the Australian Consumer Law, a refund is available:
 - 4.10.b.1. If the provider of an inclusion Experience & Accommodation cancels the service on the date you are booked, you will be offered the choice between changing to an alternative date or refund of the discounted purchase value of the inclusion in the Travel Package, and/or any other remedy that that you may be entitled to under the Australian Consumer Law.
 - 4.10.b.2. If the tour is cancelled due to a natural disaster event beyond the control of the Supplier or you (the customer), you will have the choice between changing to an alternative date or refund of the discounted purchase value of the inclusion in the Travel Package, less 10% Cancellation Fee. No Cancellation Fee applies where you are entitled to a refund or other remedy under the Australian Consumer Law.
 - 4.10.b.3. Where a Booking is confirmed and subsequently requested to be cancelled on the same day.
- 4.11. EXPERIENCE & ACCOMMODATION
 - a) Except under the Australian Consumer Law, no refund will be given:
 - 4.11.a.1. If you fail to turn up to an inclusion on the day booked and/or failed to notify the Supplier of any changes prior to intended travel day.
 - 4.11.a.2. If you cancel or change the date within 24 hours of original departure date.
 - b) Without limiting any rights or remedies under the Australian Consumer Law, a refund is available:
 - 4.11.b.1. If the Experience or Accommodation provider cancels the service on the date you are booked, you will be offered the choice between changing to an alternative date or full refund, and/or any other remedy that that you may be entitled to under the Australian Consumer Law.
 - 4.11.b.2. If the Experience or Accommodation is cancelled due to a natural disaster event beyond the control of the Supplier or you (the customer), you will have the choice between changing to an alternative date or full refund less 10% Cancellation Fee. No Cancellation Fee applies where you are entitled to a refund or other remedy under the Australian Consumer Law.

- 4.11.b.3. If a Booking date is changed and subsequently cancelled by you (the customer), a 10% Cancellation Fee applies. No Cancellation Fee applies where you are entitled to a refund or other remedy under the Australian Consumer Law.

5. INFANTS AND CHILDREN

- 5.1. Infants and Children must be accompanied by a person who is 15 years or older for the duration of their journey.
- 5.2. A person accompanying an Infant and/or Child (per clause 5.1) takes full responsibility for all Infants and/or Children for the duration of their journey.
- 5.3. A discount for Chaperones of 50% of the full adult fare may be applied at Our absolute discretion for both the originating and return journeys of the Chaperone when accompanying a Child to or from school. This only applies to the same origin and destination points of the school-aged Child (4-14 years) within their care. This discount can only be redeemed via Our Call Centre or a Travel Centre at the time of Booking.

6. PASSENGERS REQUIRING TRAVEL ASSISTANCE

- 6.1. It is the Passenger's responsibility to disclose any Travel Assistance required to access Our Coaches.
- 6.2. We require a minimum 24 hours' notice to prepare a vehicle to provide mobility aided assistance travel. For mobility aided Passengers, including those with wheelchairs, Greyhound Australia provides a minimum 24-hour pre-booked service. You acknowledge that if you require mobility assistance travel you will advise Us at least 24 hours before your scheduled departure and provide Us with all information necessary to prepare Our vehicle. You also acknowledge that on the day of travel, Bookings for the provision of mobility aided assistance travel will not be available due to the time required to prepare the vehicle.
- 6.3. Mobility aided travel, including wheelchairs, is provided in two forms dependent on the compliance of your device:
 - a) In-wheelchair travel for compliant devices only.
 - b) Mobility device to seat transfer travel.
- 6.4. Excluding mobility device assistance travel, including wheelchairs, Passengers must meet the Independent Travel Conditions of being able to board, disembark and move around the Coach unaided or without any assistance from the Coach driver. Passengers must also be willing and able to comply with time restrictions and regulations at meal and other stops.
- 6.5. Any Passenger who cannot perform these functions unaided does not meet the Independent Travel Conditions and must be accompanied by a Carer for the duration of the journey.
- 6.6. A Frequently Asked Questions document for Passengers requiring Travel Assistance on Our Coaches can be downloaded from <https://www.greyhound.com.au/travel-information/travel-assistance> or contacting Us on 1300 473 946.

7. ASSISTANCE ANIMALS

- 7.1. Certified Assistance Animals are able to travel free of charge when in the company of the Passenger, provided they pose no public health risk or hinder the safe operation of Our services. Passengers must disclose to Greyhound in advance if they will have an Assistance Animal travelling with them, including the type of animal and the details of the certification from an accredited training association.
- 7.2. Subject to availability, an extra seat will be allocated for the Assistance Animal. If two seats together are not available, the Passenger will need to choose another service that has sufficient seats available.
- 7.3. The Assistance Animal must be trained for travel and be appropriately restrained for the entire duration of travel.
- 7.4. Passengers are required to supply absorbent matting and meet the animal's needs during travel.
- 7.5. The same rights and responsibilities are extended to trainers of Assistance Animals when the Assistance Animal accompanies them and is in training.
- 7.6. Passengers traveling with Assistance Animals can find more information via <https://www.greyhound.com.au/travel-information/travel-assistance> or by contacting Us on 1300 473 946.

8. DEPARTURES

- 8.1. Passengers acknowledge that, due to the nature of the services, it is an operational requirement and a reasonable commercial term that Greyhound Australia set departure times and restricted timeframes for refreshment breaks and other stops.
- 8.2. Passengers must be at the departure point specified on the Booking Confirmation at least 20 minutes prior to the allocated departure time. Passengers may be refused carriage if they arrive less than 20 minutes before the allocated departure time on the Booking Confirmation.
- 8.3. We will use reasonable endeavours to adhere to the departure and arrival times stated on the relevant Booking Confirmation however, subject to any rights that a Passenger may have under the Australian Consumer Law, are not liable for any failure to meet those times.
- 8.4. All Passengers must, at the time of boarding the Coach, have their Booking Confirmation and photo identification (passport, driver's license, Student ID or Concession card), on their person and available for inspection. Passengers who fail to produce such information may be refused entry onto the Coach at no liability or cost to Us.
- 8.5. We may alter Our timetables up to 24 hours in advance of the allocated departure time stated on the Booking Confirmation and will use the details provided by you or the Authorised Agent at the time of your Booking to advise you of these changes. You acknowledge that it is your responsibility to ensure that your contact details are correct and to check any changes made to Our timetables before departure. Please refer to Service Updates on the website for further details at <http://www.greyhound.com.au/service-info/serviceupdates>.
- 8.6. You are responsible for complying with any and all departure times. Passengers exiting the Coach for a meal, refreshment break, or other stop are required to return to the Coach before the specified departure time. A Passenger who fails to board the Coach by the specified departure time will forfeit the remainder of their Booking and will be responsible for all costs incurred by the Passenger as a result.

9. SERVICE DELAYS & CANCELLATIONS

- 9.1. Our services may be delayed or cancelled due to an Event of Force Majeure. Affected Passengers will be entitled to use their Booking (or, where only one Sector is affected, to travel that Sector) for a period of 12 months from the date of purchase. Passengers may also have rights or remedies under the Australian Consumer Law.
- 9.2. We will use Our reasonable endeavours to assist Passengers to find another available service in such circumstances, and will not be responsible for any costs incurred by Passengers as a result of a delay or cancellation due to an Event of Force Majeure, subject to any rights or remedies under the Australian Consumer Law.

10. BAGGAGE

- 10.1. Subject to clause 10.2, Passengers are entitled to two pieces of Standard Baggage on Our Coaches.
- 10.2. Additional Baggage:
 - a) Passengers are entitled to three additional items of Standard Baggage at \$10 per item.
 - b) Requests for any items in excess of three additional items will be charged at Our standard freight Rates.
- 10.3. Passengers may make a request to bring Non-Standard Baggage on Our Coaches, which if approved by Us in Our absolute discretion will be charged as follows:
 - a) \$15 per surfboard, surf-ski or sailboards.

- b) \$49 per bicycle (excludes e-bikes and e-scooters).
- c) Any other Non-Standard Baggage may be charged at Rates that We determine in Our absolute discretion.
- 10.4. All items listed in 10.3 above must be accompanied by a Passenger.
- 10.5. E-bikes, e-scooters, e-skateboards and other such lithium battery powered transport devices are not permissible on Our services for safety reasons.
- 10.6. Prams and unpowered wheelchairs may be brought on board Our Coach free of charge regardless of how much Baggage the Passenger has.
- 10.7. Passengers whose journey includes a number of Sectors will only be charged once per item (not charged per Sector).
- 10.8. Surfboards, surf-skis and sailboards must be well-packed in damage absorbent material and will have a maximum length of 2 metres.
- 10.9. All pieces of Baggage (Standard Baggage and Non-Standard Baggage) must weigh no more than 20kg.
- 10.10. Passengers are entitled to one item of Hand Baggage which must not weigh more than 8kg.
- 10.11. Passengers must remove all Hand Baggage from Coach while disembarking at meal, rest and other stops.
- 10.12. Subject to clause 20:
 - a) All Baggage, including Hand Baggage, is the sole responsibility of the Passenger.
 - b) We accept no responsibility and shall not be liable for theft, loss, or damage to any Passenger's Baggage or Hand Baggage whilst in Our terminal, on a Coach, in transit or otherwise, except to the extent caused by Our negligent act or omission. We recommend that you carry any personal items, including fragile or valuable items, on your person.
 - c) Personal travel insurance is not included with your Booking. It is recommended that you obtain adequate insurance before travelling with Us, including for your property.
- 10.13. Any Baggage or Hand Baggage that is left aboard a Coach or in Our terminal will be carried to a central point and stored at the Passenger's risk for no more than 3 months.
- 10.14. The Passenger warrants that their Baggage, Hand Baggage, or any other goods taken or placed on the Coach will not, either directly or indirectly, cause any loss or damage of any kind whatsoever to Us, Our staff, any other Passengers, any Baggage, Hand Baggage, other goods, or the Coach.
- 10.15. Passengers with wheelchairs that are non-compliant for in-wheelchair travel will be required to sit in a Coach seat and stow their wheelchair in Our storage bins.
- 10.16. All Passengers warrant that there are no illegal or dangerous goods contained in their Baggage or Hand Baggage and that nothing in their Baggage or Hand Baggage poses a risk to the health and safety of other Passengers.

11. WIFI & USB CHARGING

- 11.1. We will endeavour to provide access to WiFi and USB charging on specified services. The speed and reliability of WiFi and USB charging depend on a number of factors, including but not limited to:
 - a) The capability of devices connecting to WiFi and USB charging.
 - b) The availability of the telecommunications network providing WiFi.
 - c) The physical location of the Coach.
 - d) The level of usage of WiFi and USB charging on each Coach.
 - e) Signal interference and general internet congestion.
- 11.2. We do not guarantee that access to WiFi and USB charging will be available, continuous, fault-free, secure or accessible at all times and We will not be liable to provide partial or full refunds due to unavailability of WiFi and/or USB charging.

12. ON-BOARD BEHAVIOUR

- 12.1. Passengers acknowledge that they are making a Booking to travel in a confined space with other persons for long periods of time and agree, for the comfort of all Passengers, to abide by the on-board behaviour standards outlined in these Terms. Passengers acknowledge that failure to comply with the on-board behaviour standards may result in serious consequences including refusal of service and cancellation of future services.
- 12.2. No smoking. Smoking is not permitted aboard Our Coaches or at Our stop locations at any time. This includes electronic cigarettes or vapes.
- 12.3. We reserve the right to refuse the transport of any Passenger who appears to be under the influence of either drugs or alcohol and, in Our opinion, poses a risk to the safety and comfort of Passengers and staff.
- 12.4. You agree to abide by Our minimum dress standards, which include:
 - a) Neat, tidy and appropriately attired clothes including shorts, skirts, long pants, dresses, shirts, singlets and other clothes that appropriately cover the upper and lower body.
 - b) Footwear is required.
 - c) Clothing must not have suggestive, obscene or crude motifs.
 - d) No ragged or slashed clothing.
 - e) No soiled or odorous clothing.
- 12.5. We reserve the right to refuse carriage to Passengers who do not comply with Our minimum dress standards and to require Passengers to change their attire before allowing them to board Our Coaches.
- 12.6. No hot food permitted on-board at any time. Cold and hot drinks are allowed, but must have a secure or screw top lid.
- 12.7. No alcohol to be consumed while travelling onboard the Coach.
- 12.8. You agree that it is acceptable for Us to (acting reasonably) refuse your travel if you continually breach any of the above behaviour expectations and that such action may result in denial of service for any future Greyhound Australia services.

13. PERSONAL HYGIENE

- 13.1. Passengers acknowledge that they are purchasing a Ticket to travel in a confined space with other persons for long periods of time and agree, for the health, safety and comfort of all Passengers, that adequate personal hygiene standards must be adhered to by all Passengers. As such, all Passengers agree to uphold adequate personal hygiene standards.
- 13.2. You agree that it is acceptable for Us to (acting reasonably) refuse your travel if you fail to adhere to any personal hygiene standards. We reserve the right to refuse travel of any Passengers who through their conduct or lack of personal hygiene is deemed to pose safety concerns to either Passengers or staff. This includes removal/refusal for the failure to maintain control of all bodily functions and waste produced internally or externally.
- 13.3. All Passengers agree to that they must be sufficiently washed and clean prior to boarding the Coach. Any Passenger with an odour that, in Our reasonable opinion (including the reasonable opinion of Our staff), is objectionable to other Passengers or staff, may be asked to bathe themselves prior to boarding and/or may be required to travel on another service.
- 13.4. Any additional costs to Us or the Passenger that are incurred as a result of Our exercise of clause 13.1 above will be borne by the Passenger.
- 13.5. You agree that it is acceptable for Us to (acting reasonably) refuse your travel if you continually breach any of the above hygiene expectations and such action may result in denial of service for any future Greyhound Australia services.

14. DRUG OR ALCOHOL INTOXICATION

- 14.1. We may refuse carriage to, or remove from Our Coaches, any Passenger that We or Our staff believe (acting reasonably) is intoxicated by drugs and/or alcohol and who may, or may not, pose a potential threat to themselves, others or property.
- 14.2. Any additional costs to Us or the Passenger that are incurred as a result of Our exercise of clause 14.1 above will be borne by the Passenger. The Passenger will be deemed to have travelled the relevant Sector of a Booking for which they were removed from the Coach and/or refused entry onto the Coach and will not be entitled to any refund or exchange.
- 14.3. You agree that it is acceptable for Us to (acting reasonably) refuse your travel if you continually breach any of the above expectations and that such action may result in denial of service for any future Greyhound Australia services.

15. VIOLENT, DISORDERLY & AGGRESSIVE BEHAVIOUR

- 15.1. Violence, disorderly conduct, and aggression in any form will not be tolerated on Our Coaches or at Our stop locations.
- 15.2. Passengers may be removed from a Coach or refused entry onto a Coach prior to reaching their destination if, in Our opinion (including the opinion of Our staff), they demonstrate violent, disorderly or aggressive behavior.
- 15.3. Any additional costs to Us or the Passenger that are incurred as a result of Our exercise of clause 15.2 above will be borne by the Passenger. The Passenger will be deemed to have travelled the relevant Sector of the Booking for which they were removed from the Coach and/or refused entry onto the Coach and will not be entitled to any refund or exchange.
- 15.4. You agree that it is acceptable for Us to (acting reasonably) refuse your travel if you continually breach any of the above expectations and that such action may result in denial of service for any future Greyhound Australia services.

16. OTHER REASONS FOR REFUSAL OR REMOVAL

- 16.1. We may refuse entry of any Passenger onto Our Coach, or may remove a Passenger from the Coach, if in Our reasonable opinion (or that of Our staff):
 - a) The Passenger is in breach of any of these Terms.
 - b) There is a risk that the Passenger or the Passenger's Baggage may cause injury, damage, loss, disturbance, distress, or discomfort to any other Passenger or the driver or any of Our staff or their health or safety.
 - c) There is a risk that the Passenger may interfere with the health or safety of the other Passengers, the driver, Our staff or the Coach.

17. GREYHOUND REWARDS PROGRAM

- 17.1. Eligibility:
 - a) Subject to 17.1.b and 17.1.c, Membership in the Greyhound Rewards Program is available to eligible persons who sign up and register to the My Greyhound portal and agree to be bound by these Terms. Greyhound Rewards Program Membership is open to individual non-corporate persons only.
 - b) An Authorised Agent is not eligible to become a Member of the Greyhound Rewards Program and is not eligible to earn or redeem G-Dollars on Bookings. However, persons who have booked through an Authorised Agent are eligible to become a Member and to earn or redeem G-Dollars by adding their Booking to their account via the My Greyhound portal.
 - c) A Corporate Agent or Partner is not eligible to become a Member of the Greyhound Rewards Program and is not eligible to earn or redeem G-Dollars on Bookings. A person whose Booking is made through a Corporate Agent or Partner is not eligible to become a Member of the Greyhound Rewards Program and is not eligible to earn or redeem G-Dollars on that Booking.
- 17.2. Greyhound Australia may refuse or cancel an application for Membership of the Greyhound Rewards Program due to fraudulent activity, breach of these Terms, and/or abusive or discriminatory behaviour towards Greyhound Australia staff or Passengers.
- 17.3. The Greyhound Rewards Program allows Members to earn credit in the form of G-Dollars on all Tickets purchased and travelled on the Greyhound Coach network in Australia.
- 17.4. Tickets are added to the G-Wallet and are available for G-Dollars credits where a Member has joined the Greyhound Rewards Program prior to the travel date on the Booking.
- 17.5. G-Dollars will be credited to the G-Wallet at the time of purchase and displayed as pending.
- 17.6. G-Dollars that have been credited to a Member's G-Wallet will "accrue" for the purposes of these Terms, and become available for redemption within 24 hours after the travel of the Booking for which they were credited has been completed.
- 17.7. Earning G-Dollars:
 - a) G-Dollars are earned at Rates up to 20% of the Ticket Fare Price.
 - b) G-Dollars accrual percentage Rates will vary depending on which route and service has been travelled and can be obtained by reviewing the checkout at the time of Booking.
 - c) G-Dollars accrual percentage Rates are applicable on the day of purchase only and may change at any time by notice to Members. Rate changes will only apply for future transactions and will not apply retrospectively.
 - d) G-Dollars are not earned on the Ticket Fare Price portion that is redeemed using G-Dollars.
 - e) G-Dollars are not earned when purchasing Travel Pass, Travel Package, Experience & Accommodation products, or Add-ons (including Travel Sure, Baggage or Environmental Partner Donation).
- 17.8. Redeeming G-Dollars:
 - a) G-Dollars can be redeemed at a rate of one G-Dollar = one Australian Dollar across all Ticket Fares and Add-ons (with the exception of Environmental Partner Donation as specified in 17.8.c). This ratio of exchange is subject to change. Greyhound Australia will provide 7 days' notice prior to implementing any ratio change.
 - b) Accrued G-Dollars may be redeemed on Ticket purchases, including the Ticket Fare Price and Add-ons (with the exception of Environmental Partner Donation), and are not redeemable for cash.
 - c) G-Dollars cannot be redeemed to purchase any Travel Pass, Travel Package, Experience & Accommodation products, or Environmental Partner Donation.
 - d) Accrued G-Dollars maybe redeemed, subject to availability, as a partial payment or a whole payment of a Ticket purchase.
 - e) For partial payments:
 - 17.8.e.1. Accrued G-Dollars are applied to the Ticket Fare Price first.
 - 17.8.e.2. Accrued G-Dollars are applied to Travel Sure last.
 - 17.8.e.3. G-Dollars on multi-Sector Bookings are redeemed as a percentage for each individual Sector.
 - 17.8.e.4. G-Dollars on multiple Add-ons are redeemed as a percentage of each individual Add-on (excluding Travel Sure).
- 17.9. Accrued G-Dollars will expire if not redeemed in accordance with these Terms within 12 months of the date on which each such G-Dollar was earned by the Member.
- 17.10. G-Dollars and the G-Wallet are personal and are not transferrable or, except as expressly provided in these Terms, redeemable for cash or other goods and services.
- 17.11. Expired G-Dollars are automatically removed from the G-Wallet balance. No extension or re-imburement is available on expired G-Dollars credit.
- 17.12. If Members remove themselves or unsubscribe from the Greyhound Rewards Program, any unredeemed G-Dollars credit in the Member's

account will be immediately lost and cannot be claimed or regained upon re-joining the Greyhound Rewards Program.

- 17.13. Greyhound reserves the right to disqualify a Member from participation in the Greyhound Rewards Program if the Member has breached any of these Terms or has otherwise acted illegally, fraudulently, or in a manner that would or may bring Greyhound into disrepute. Disqualification may result in cancellation of any G-Dollars that have accrued, or otherwise would have accrued, under the Greyhound Rewards Program.
- 17.14. Greyhound reserves the right to cancel or amend the Greyhound Rewards Program and/or these Terms, including to add to, remove or change (in whole or in part) the available G-Dollars, the Rates at which G-Dollars are earned, or the manner in which they may be redeemed from time to time by providing notice to the Member.
- 17.15. Determination of income or other tax liability related to participation in the Greyhound Rewards Program is the responsibility of the Member. The Member is responsible for paying all taxes and other fees and charges imposed by any governmental authority applicable to receipt of any G-Dollar. Neither Greyhound nor any of its Related Bodies Corporate make any representation as to the current or future tax consequences to the Member arising from participation in the Greyhound Rewards Program and will not be liable for any taxes or impost, including but not limited to income tax, fringe benefits tax, capital gains tax, goods and services tax (GST), or payroll tax.

18. COACHES

You acknowledge and agree that you are buying a travel service delivered by Greyhound Australia via numerous types of Coaches and other vehicles. We may substitute any Coach for another vehicle of suitable quality and safety in Our absolute discretion. You acknowledge that substitute Coaches may not have restroom facilities, WiFi, or USB charging ports, in which case We will make appropriate restroom stops along the journey (in Our reasonable discretion) and that this is required due to the operational needs of Greyhound.

19. YOUR PRIVACY

- 19.1. To process your Booking and deliver services to you We will collect your Personal Information. You agree that your Personal Information will be collected and managed subject to Our privacy policy, which can be found at <https://www.greyhound.com.au/legal-policies/privacy-policy>
- 19.2. To enhance the safety and security of Our service and Passengers, We collect and retain information on Our vehicles' movements, including without limitation the time spent travelling between the pick-up and delivery location, the route taken by the vehicle, any stops made and the time spent in each location. This information will be held indefinitely.
- 19.3. All Coaches are fitted internally with recording devices and all trips are recorded both audibly and visually. These recordings will be retained by Us for a period of at least 30 days. In the case of an incident these recordings are downloaded and may be retained indefinitely.

20. LIMITATION OF LIABILITY

- 20.1. Subject to clause 20.2:
- a) All conditions, warranties and implied terms, whether statutory or otherwise, are excluded in relation to any goods or services provided by Us to Passengers under these Terms.
 - b) We exclude any liability for legal costs and disbursements and, without limitation, any indirect or consequential expense, loss or damage, loss or damage to reputation, loss of goodwill, loss of profits, revenue, income, use, expectation or opportunity, wasted expenditure, lost production or similar losses suffered by a Passenger.
 - c) Subject to these Terms, We are not liable for any loss or damage arising out of or consequential upon, directly or indirectly, any abandonment of, delay in departure, failure to depart or delay during any trip, except to the extent caused by Our negligent act or omission.
 - d) We are not liable for any loss, damage, cost, expense or liability incurred by the Passenger as a result of an act or omission of a Carrier.
 - e) We are not liable for any death, injury, or sickness suffered by any Passenger or for any cost, loss, damage, liability or expense of any kind whatsoever suffered or incurred by a Passenger, including in respect of any theft or loss of the Passenger's Baggage, except to the extent caused by Our negligent act or omission.
- 20.2. The Australian Consumer Law provides Consumers with a number of protections and Consumer Guarantees that cannot be excluded, restricted or modified. These Terms, and in particular the limitations of liability set out in these Terms including but not limited to clause 20.1, are therefore subject to, and will not apply to the extent that they exclude, restrict or modify such protections, the Consumer Guarantees applicable to Consumers and to the extent of any other law which cannot be contracted out of.

21. GOVERNING LAW

These Terms are governed by and are to be construed in accordance with the law of the State of Queensland. Any proceedings against Us shall be brought in the State of Queensland.

22. BENEFIT OF TERMS

Greyhound Australia Pty Ltd holds the benefit of these Terms for itself and on trust for each of its Subsidiaries, Related Bodies Corporate, officers, employees, agents, subcontractors and any Carrier.