



LANKA TOURS TERMS AND CONDITIONS

Application of Terms

The Client will be taken to have accepted this Quote and the Business Terms available here [<https://www.lankatours.com.au/terms>] (collectively - **Agreement**) if the Client accepts a Quote via email, or otherwise, or if the Client orders, accepts or pays for any Vehicles and/or services provided by the Company after receiving or becoming aware of this Agreement or of the attached Business Terms.

Customer acknowledgement of terms

By placing a booking request, accepting a Quote, paying any Deposit or Fees, or otherwise proceeding with the Services, the Client acknowledges that they have had an opportunity to review, and agree to be bound by, this Agreement (being the Quote and these Business Terms). Nothing in this Agreement is intended to exclude, restrict or modify any rights the Client may have under the Australian Consumer Law.

Last updated: 27 January 2026



BUSINESS TERMS

These Business Terms, together with any Quote (defined in clause 1), set out the agreement (**Agreement**) under the terms of which the entity identified as the service provider in the relevant Quote (the Company) provides Vehicles and/or Services (defined in clause 3) to you or the company which you represent (the **Client**).

For clarity, the Company may be either Lanka Tours Australia Pty Ltd or another related entity (including a sole trader) as specified in the Quote and/or invoice. The Client's contract is with the entity named as the Company in that Quote or invoice.

1 QUOTE, THIS AGREEMENT

- (a) These Business Terms will apply to all the Client's dealings with the Company, including being incorporated in all agreements, quotations or orders under which the Company is to provide Vehicles and/or Services to the Client (each a '**Quote**') together with any additional terms included in such Quote (provided such additional terms are recorded in writing).
- (b) The Client will be taken to have accepted this Agreement if the Client accepts a Quote, or if the Client orders, accepts or pays for any Vehicles and/or services provided by the Company after receiving or becoming aware of this Agreement.
- (c) In the event of any inconsistency between these Business Terms and any Quote, the clauses of these Business Terms will prevail to the extent of such inconsistency, except that any "Special Conditions" (being terms described as such in a Quote) will prevail over these Business Terms to the extent of any inconsistency.
- (d) The Company may update these Business Terms from time to time. An update will apply to new Quotes issued after the date of the update. The terms applicable to a booking are the Business Terms in force at the time the Client's booking is confirmed, unless a change is required by law or is agreed with the Client.
- (e) The Client is responsible for confirming that the Quote accurately specifies (if applicable):
 - (i) the quantity and specifications of the Vehicles and/or Services required; and
 - (ii) the agreed Fees and any other rates.

2 BOOKINGS AND QUOTE CONFIRMATION

- (a) Bookings may be requested via the online web form, the Company's Transporters.io booking platform, by email or by phone.
- (b) Submission of a booking request is a request for quotation only and does not constitute a confirmed booking.
- (c) After a Quote is issued, the Client must accept the Quote in writing (including by email or via the Transporters.io platform) or by paying the required Deposit. Once the Company confirms availability and issues written confirmation (including an emailed confirmation or Transporters.io confirmation), a binding contract is formed on the terms of this Agreement.
- (d) For phone bookings, the Client must provide a valid email address. The Company will send the Quote and/or invoice and a link or reference to this Agreement to that email address, and the Client's payment of any Deposit or Fees, or continued instructions to proceed, will constitute acceptance of this Agreement



3 VEHICLES AND SERVICES

- (a) In consideration for the payment of the fees set out in the Quote (Fees), the Company will provide the Client services set out in a Quote (Services) using the vehicles set out in a Quote (Vehicles).
- (b) Unless otherwise agreed, the Company may, in its discretion:
 - (i) not commence work on any Services until the Client has paid any Fees payable in respect of such Services; and
 - (ii) replace the Vehicles outlined in a Quote with any similar Vehicles using which the same Services may be provided.

4 CLIENT OBLIGATIONS

- (a) **(General)** The Client must provide the Company with all documentation, information and assistance reasonably required for the Company to perform the Services.
- (b) **(Key Bus Rules)** The Client must follow the Key Bus Rules listed in the applicable Quote, if any at all times.
- (c) **(Liaison)** The Client agrees to liaise with the Company as it reasonably requests for the purpose of enabling the Company to provide the Services.
- (d) **(Instructions)** The Client agrees to use the Services strictly in accordance with the manufacturer's instructions (Instructions). The Client agrees that the Company will not be liable for any loss or damage arising out of the Client's failure to use the Services in accordance with the Instructions and will indemnify the Company for such loss or damage.
- (e) **(Compliance with Laws)** The Client is responsible for complying with all applicable Laws, where 'Laws' means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in the relevant jurisdiction(s) where the Client receives the Vehicles and/or the Company provides the Services.

5 CHANGES

- (a) The Client must pay additional service fees for changes to Services requested by the Client which are outside the scope set out in the relevant Quote (Changes) at the rate determined by the Company in its absolute discretion.
- (b) Unless otherwise agreed in writing, the Company may refuse to accommodate any alterations to key dates, time-frames, vehicles or services required by such Changes.

6 PAYMENT

6.1 FEES

The Client must pay to the Company the Fees in the amounts, at the times and using the Fee Payment Method set out in the Quote or as otherwise agreed in writing.

6.2 DEPOSIT

- (a) A deposit of twenty-five percent (25%) of the total quoted price is required to secure the booking, payable upon the Client's acceptance of the Quote and prior to confirmation of the booking.
- (b) If the first departure date is within 14 days of the booking date, the total Fees are payable in full at the time of booking.



- (c) The balance of all Fees (if any) must be paid in full no later than 14 days prior to the first departure date, unless otherwise agreed in the Quote.
- (d) To the maximum extent permitted by law, the Deposit is non-refundable, subject to the cancellation and refund rights set out in this Agreement and any non-excludable rights under the Australian Consumer Law.

6.3 INVOICES

- (a) Unless otherwise agreed in the Quote if the Company issues an invoice to the Client, payment must be made by the time(s) specified in such invoice.
- (b) Where no due date is specified in an invoice, payment must be made within 30 days of the end of the calendar month in which the invoice is issued.

6.4 GST

Unless otherwise indicated, amounts stated in a Quote do not include GST. In relation to any GST payable for a taxable supply by the Company, the Client must pay the GST subject to the Company providing a tax invoice.

6.5 CARD SURCHARGES

- (a) The Company may charge a processing fee on payments made by credit card, debit card or charge card. Any applicable surcharge will be disclosed at or before the time of payment.
- (b) Where the Client makes an international bank transfer or other payment that attracts bank or intermediary fees, the Client is responsible for those fees and the Company is entitled to receive the full invoiced amount net of such fees.
- (c) The Client agrees not to initiate any credit or debit card chargeback in relation to amounts properly payable under this Agreement, except where the Client has a right to do so under applicable law (including the Australian Consumer Law). Where a chargeback is raised and the Company is entitled to retain the payment, the Client must reimburse the Company for any costs reasonably incurred in responding to the chargeback.

6.6 LATE PAYMENT AND DEBT RECOVERY

If the Client fails to pay any amounts due to the Company under an invoice by the specified due date, the Company retains the right, without limiting any other rights under this Agreement, to charge the Client interest at a rate of 10% per annum on the outstanding amount. However, before applying this interest, the Company will provide the Client with a written notice giving an additional 7 days to complete the payment. If payment is still not received by the end of this 7-day grace period, interest will accrue from the expiration of that period until the date the full payment is received by Company.

7 CANCELLATIONS AND REFUNDS

- (a) Once a Quote is confirmed and a Deposit is paid, any cancellation by the Client will, at a minimum, result in forfeiture of the Deposit.
- (b) If the Client cancels a booking 7 or more Business Days before the scheduled Services, the Company will refund any Fees paid in excess of the Deposit.
- (c) If the Client cancels a booking with less than 7 Business Days but at least 24 Business Hours' notice before the scheduled Services, the Company may charge up to fifty percent (50%) of the total Fees, with any balance refunded.



- (d) If the Client cancels a booking with less than 24 Business Hours' notice before the scheduled Services, the Company may charge up to one hundred percent (100%) of the total Fees.
- (e) The parties agree that the cancellation charges in this clause are a genuine pre-estimate of the Company's likely loss, including administrative costs and lost opportunity to re-sell the Services. If, in a particular case, the Client can reasonably demonstrate that the Company's actual loss is substantially lower than the relevant charge, the Company will reasonably consider that information in determining the amount payable.
- (f) Cancellation of any underlying event or "reason for travel" does not affect the Client's liability to pay the cancellation charges set out above, subject always to the Client's rights under the Australian Consumer Law.

8 DURATION OF HIRE, VEHICLE ALLOCATION AND VEHICLE INFORMATION

- (a) All Services are for specific movements at specified times and do not guarantee exclusive vehicle use unless booked for the entire day in advance and according to the terms of the applicable Quote.
- (b) Clients are not permitted to leave their property on any Vehicle between Pick-up and Drop-off times and the Company will not be liable for any loss or damage suffered by a passenger or Client where this clause is not complied with.
- (c) The Vehicle type and capacity outlined in the Quote will be the Vehicle the Services are provided in, unless otherwise determined by the Company in its absolute discretion.
- (d) The Company endeavours to ensure that the descriptions and specifications in relation to the Vehicles on its website or in catalogues are accurate. However the Company does not guarantee that those descriptions and specification are accurate or free from errors or omissions. The Company reserves the right to make any necessary corrections to the descriptions or specifications without notice.
- (e) Unless expressly stated in the Quote, the Client must not assume that the Vehicle will remain at the destination between legs of a journey or be available for the Client's exclusive use for any time outside the specified Services.

9 REFUSAL OF SERVICE AND DEPOSITS

- (a) The Company reserves the right to refuse service or future bookings to any Client at its sole discretion, including but not limited to Clients who have previously caused difficulties or damage.
- (b) The Company may require new Clients to provide a refundable security deposit ranging between \$200 and \$500 and such deposits may be retained, in whole or in part, to cover damage, excessive cleaning, or other extraordinary costs incurred.

10 PICK UP AND DROP OFF LOCATIONS AND TIMING

- (a) All designated pick-up and drop-off locations must be safe, accessible, and approved by the Company. The Client must ensure compliance with such locations and guarantee the punctual arrival of passengers at pick-up points.
- (b) The Company will use reasonable efforts to adhere to scheduled pick-up times. A grace period of 15 minutes from the scheduled pick-up time will apply. If passengers are not ready to depart within that period:
 - (i) the Company may charge waiting time at the overtime rates specified in the Quote or, if not specified, at the Company's standard overtime rates; and



- (ii) if delays are significant and impact other scheduled services, the Company may cancel the booking (in whole or part) and treat the Services as having been performed, in which case the Client remains liable for the applicable Fees, subject to the Client's rights under the Australian Consumer Law.
- (c) Where overtime or additional waiting time is incurred due to the Client's delays or changes to the itinerary, the Company may charge overtime at the rate specified in the Quote or, if no rate is specified, at the Company's then-current standard overtime rate (calculated per 15-minute block or part thereof).
- (d) The Company notes that all drivers engaged in the provision of services shall comply with applicable laws governing driver hours and rest periods. The Client acknowledges and agrees not to cause delays or interruptions that may result in the driver exceeding legal limits, and indemnifies the Company for any additional costs or penalties arising therefrom.

11 ROUTES

- (a) The Company reserves the discretion to alter routes as necessary due to traffic, weather, or other unforeseen circumstances. Toll roads are excluded from the standard quote and shall incur additional charges if utilised at the Client's request or instruction.
- (b) Vehicles are maintained in accordance with regulatory requirements. The Client agrees to return vehicles in the condition received. Any damage or excessive soiling caused by the Client or passengers shall be repaired or cleaned at the Client's expense, which may be deducted from any security deposit held.
- (c) The route taken will be determined by the Company or the driver taking into account safety, traffic, road conditions and legal requirements. The driver may refuse to take any route, or to pick up or set down passengers at any location, that the driver reasonably considers unsafe, illegal or unsuitable for the Vehicle.

12 ADDITIONAL CHARGES, BONDS AND CLEANING

- (a) Unless expressly stated in the Quote, the Fees do not include third-party costs such as tickets, admission charges, attraction passes, accommodation, ferries, road tolls, parking charges or similar expenses. Where requested by the Client, the Company may arrange such items as agent for the Client. The Client is responsible for paying all such third-party costs and for complying with the third party's terms and conditions (including any cancellation and refund terms).
- (b) The Company may, at its discretion, require a refundable security bond for certain bookings (including weddings, late-night or event-related hires or overseas groups). The amount and conditions of the bond will be specified in the Quote or otherwise notified in writing, and the Company may apply the bond towards any additional charges, cleaning or damage costs.
- (c) The Client is liable for the cost of any damage to, or excessive cleaning required for, a Vehicle arising from the acts or omissions of the Client or its passengers, including where this affects subsequent bookings. Where another vehicle and/or driver must be engaged as a result, the Client is responsible for those costs as an additional charge.
- (d) Where agreed in a Quote or reasonably required for the Services (for example on multi-day tours), the Client must pay or reimburse the reasonable accommodation and meal costs of the driver(s) engaged to provide the Services. Any such requirement will be specified in the Quote where reasonably foreseeable.



13 PASSENGER CONDUCT AND CLIENT OBLIGATIONS

- (a) Passengers must conduct themselves in a proper and lawful manner and the Client must use its best efforts to ensure this is the case.
- (b) The Company reserves the right to refuse transportation to any passenger who is intoxicated, disruptive, or poses a safety risk. The Client shall be liable for any damage caused to the vehicle by passengers.
- (c) Passengers must not consume alcohol, smoke (including vaping), use illegal drugs, or bring dangerous goods onto any Vehicle. The Client must ensure that passengers comply with these requirements.
- (d) Except for recognised assistance animals, animals are not permitted on Vehicles unless the Company has agreed in writing in advance and any conditions notified by the Company are complied with.
- (e) The driver may refuse boarding or require any passenger to disembark where the passenger is intoxicated, abusive, behaving in a manner that creates a safety risk, or otherwise breaches this clause. In such circumstances, the Client remains liable for the Fees and no refund is payable, subject to any non-excludable rights under the Australian Consumer Law.

14 PROPERTY AND BAGGAGE

- (a) The Client is responsible for ensuring that baggage brought onto a Vehicle is safe, appropriately packed and within any weight or size limits notified by the Company. The driver may refuse to carry any item that the driver reasonably considers unsafe or unsuitable.
- (b) The Company will take reasonable care of passengers' property but is not liable for any loss of or damage to baggage or personal items left unattended, left on a Vehicle, or otherwise not caused by the Company's negligence, subject to any non-excludable rights under the Australian Consumer Law.

15 CONFIDENTIALITY

- (a) Except as contemplated by this Agreement, each party must not, and must not permit any of its officers, employees, agents, contractors or related companies to, use or disclose to any person any confidential information disclosed to it by the other party without its prior written consent.
- (b) This clause 15 does not apply to:
 - (i) information which is generally available to the public (other than as a result of a breach of this Agreement or another obligation of confidence);
 - (ii) information required to be disclosed by any law; or
 - (iii) information disclosed by the Company to its subcontractors, employees or agents for the purposes of performing the Services or its obligations under this Agreement.

16 WARRANTIES

- (a) To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.
- (b) Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL,



the Client may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.

17 LIABILITY

17.1 LIABILITY

To the maximum extent permitted by law, the Company's liability for any loss, damage, injury, delay or failure to provide services, whether arising in contract, tort (including negligence), statute or otherwise, is limited to direct losses suffered by the Client and shall not exceed the total amount paid by the Client under the applicable Quote under which such liability arose.

17.2 CONSEQUENTIAL LOSS

To the maximum extent permitted by law, the Company will not be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue in connection with this agreement or any goods or services provided by the Company, except:

- (a) in relation to the Company's liability for fraud, personal injury, death or loss or damage to tangible property; or
- (b) to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth).

17.3 INDEMNITY

- (a) The Client hereby agrees to indemnify, defend, and hold harmless the Company, its officers, employees, agents, and contractors from and against any and all claims, liabilities, damages, losses, fines, penalties, costs, and expenses (including reasonable legal fees) arising out of or in connection with:
 - (i) Any damage caused to the Company's vehicles or property by the Client or their passengers; and
 - (ii) Any injury, loss or damage suffered by any third party resulting from the Client's use of the services, except to the extent caused by the Company's negligence or wilful misconduct.
- (b) The Client's indemnity in this clause does not apply to the extent that the relevant claim, loss or damage is caused or contributed to by the negligence, fraud or wilful misconduct of the Company or its personnel.

18 SUBCONTRACTING AND THIRD-PARTY SUPPLIERS

- (a) The Company may subcontract any part of the Services to suitably qualified third-party operators, and the Client consents to such subcontracting. The Company remains responsible to the Client for the overall provision of the Services, subject to the limitations of liability in this Agreement.
- (b) Where the Company purchases tickets, accommodation or other goods or services on the Client's behalf, it does so as the Client's agent and the Client's contract for those goods or services is with the relevant third-party supplier. The Client is responsible for complying with that supplier's terms (including any cancellation or refund provisions), and the Company is not liable for any act or omission of that supplier, except to the extent caused by the Company's own negligence or breach of this Agreement.



19 TERMINATION

19.1 TERMINATION FOR CONVENIENCE

- (a) The Company may end this agreement or any Quote for no reason, by providing written notice to the Client.
- (b) Where the Company terminates under this clause 19.1, the Company shall refund any prepaid Fees or Deposits in respect of any Services not yet provided, less any costs already incurred.

19.2 TERMINATION FOR BREACH

- (a) If a party (the **Notifying Party**) considers that the other party is in breach of this agreement (the **Breach**), the Notifying Party may provide a notice to the other party.
- (b) The notice must include the nature and details of the Breach, with reference to the relevant clause/s of this agreement. The Notifying Party may, if it wishes to do so, make suggestions for resolving the Breach.
- (c) The other party will have 5 Business Days (or longer, in the Notifying Party's discretion) to rectify the Breach (the **Rectification Period**).
- (d) After the Rectification Period, the Notifying Party will:
 - (i) if the Breach has been successfully rectified, notify the other party that the agreement will continue; or
 - (ii) if the Breach has not been successfully rectified, notify the other party that this agreement is terminated (**Termination for Breach Notice**).
- (e) Following a Termination for Breach Notice, the parties will stop all work under this agreement unless otherwise agreed.
- (f) Any disputes regarding termination under this clause must be dealt with in accordance with clause 20. The indemnities, warranties and liability caps in clause 17 will apply to any disputes and resulting claims.

19.3 OTHER CONSEQUENCES FOR TERMINATION

If this agreement ends, in addition to the specific consequences set out in clause 19.1 and 19.2 or (as applicable), the parties will:

- (a) return all property and Confidential Information to the other party; and
- (b) comply with all obligations that are by their nature intended to survive the end of this agreement.

19.4 SURVIVAL

Any clause that by its nature would reasonably be expected to be performed after the termination or expiry of this agreement will survive and be enforceable after such termination or expiry.

20 DISPUTE RESOLUTION

- (a) The parties must, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with this Agreement prior to commencing any proceedings.
- (b) If a party requires resolution of a dispute it must immediately submit full details of the dispute to the chief executive officer of the other party or, if the party is an individual, that individual.



- (c) The parties acknowledge that compliance with this clause 20 is a condition precedent to any entitlement to claim relief or remedy, whether by way of proceedings in a court of law or otherwise in respect of such disputes, except:
 - (i) in the case of applications for urgent interlocutory relief; or
 - (ii) a breach by another party of this clause 20.

21 FORCE MAJEURE

- (a) If a party becomes unable, wholly or in part, to carry out an obligation under this agreement (other than an obligation to pay money) due to an event beyond its reasonable control (Force Majeure), that party must give to the other party prompt written notice of:
 - (i) reasonable details of the Force Majeure; and
 - (ii) so far as is known, the probable extent to which that party will be unable to perform or be delayed in performing its obligation.
- (b) Subject to compliance with clause 21(a), the relevant obligation will be suspended during the Force Majeure to the extent that it is affected by the Force Majeure.
- (c) The affected party must use its best endeavours to overcome or remove the Force Majeure as quickly as possible.

22 NOTICES

A notice or other communication to a party under this agreement must be:

- (a) in writing and in English; and
- (b) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond for the purposes of the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (c) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent; or
 - (ii) when replied to by the other party,whichever is earlier.

23 GENERAL

23.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in Victoria. Each party irrevocably submits to the exclusive jurisdiction of the courts of Victoria and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.



23.2 BUSINESS DAYS

If the day on which any act is to be done under this agreement is a day other than a Business Day, that act must be done on or by the immediately following Business Day except where this agreement expressly specifies otherwise.

23.3 AMENDMENTS

This agreement may only be amended in accordance with a written agreement between the parties.

23.4 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

23.5 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

23.6 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

23.7 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

23.8 COUNTERPARTS

This agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this agreement and all together constitute one agreement.

23.9 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

23.10 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

23.11 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;



- (e) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (g) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (h) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (i) **(includes)** the word "includes" and similar words in any form is not a word of limitation;
- (j) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision; and
- (k) **(currency)** a reference to \$, or "dollar", is to Australian currency, unless otherwise agreed in writing.