

Conditions of Carriage

Master terms for scheduled passenger journeys

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Related Monty Express policies: [Changes, Cancellations & Refunds](#) | [Luggage](#) | [Children & Young Passengers](#) | [Accessibility & Assistance Animals](#) | [Passenger Information](#) | [Privacy Policy](#) | [Website & Wi-Fi Terms](#)

These Conditions of Carriage apply to scheduled passenger services sold or operated by Monty Transport Pty Ltd trading as Monty Express. In these Conditions, “we”, “us” and “our” mean Monty Express. “You” means the passenger and, where relevant, the person who makes a booking for a passenger.

1. Your contract with Monty Express

A booking is governed by these Conditions of Carriage, the booking confirmation, the fare and booking rules shown before payment, and the Monty Express policies expressly linked or incorporated into the booking. The version applying when the booking is made will govern that booking, unless a later change is required by law or you agree to it.

If documents are inconsistent, any law that cannot be excluded takes priority. Otherwise, a specific term shown on your booking confirmation or fare takes priority over a general term in these Conditions.

2. Australian Consumer Law

Nothing in these Conditions excludes, restricts or modifies a consumer guarantee, right or remedy that cannot lawfully be excluded. The Australian Consumer Law (ACL) is contained in Schedule 2 to the Competition and Consumer Act 2010 (Commonwealth). Any refund, rebooking or compensation promise in our policies is in addition to rights you may have under the ACL.

3. Making a booking

- The person making the booking must be at least 18 years old or otherwise legally able to enter the contract, and must have authority to book for every passenger named.
- You must provide accurate passenger and contact information and tell us promptly if important details change.
- Bookings for passengers under 18 must comply with our *Children & Young Passengers Policy*.
- A booking is confirmed when payment is accepted and Monty Express issues a booking confirmation, unless we expressly offer another payment arrangement.

4. Fares and payment

Fares are shown in Australian dollars. Prices include goods and services tax (GST) where GST applies and include unavoidable charges that must legally be included in the displayed price. Optional extras or additional service fees, if any, will be disclosed before you agree to pay them.

Monty Express will not add a surcharge for Visa, Mastercard, American Express or eftpos card payments.

5. Tickets, names and identification

A ticket is valid only for the passenger, journey, date and service shown on the booking confirmation. Tickets are not transferable to another person unless Monty Express agrees to a name change before travel.

We may reasonably ask for identification or evidence of age, fare eligibility or authority to travel. We will only ask for information that is reasonably necessary for that purpose.

6. Boarding and departure

Please be at the designated boarding point at least 20 minutes before the scheduled departure time and be ready to board when requested. Boarding may close 5 minutes before departure so luggage can be loaded and the service can leave safely and on time.

A scheduled service is not required to wait for a late passenger. If you miss the service for reasons unrelated to Monty Express, the passenger cancellation and no-show rules apply, subject to your rights under the ACL.

7. Timetables, stops and operational changes

Published departure and arrival times are scheduled times. Traffic, roadworks, weather, safety requirements, vehicle issues, regulatory requirements and other operational conditions may cause delays.

Where reasonably necessary, Monty Express may change a stopping point, route, departure time, vehicle or operating carrier. We will take reasonable steps to notify affected passengers of a material change. Your options if a service is cancelled or materially disrupted are explained in the Changes, Cancellations & Refunds Policy.

8. Substitute vehicles and carriers

Monty Express may use another suitable vehicle or a properly authorised third-party carrier to perform some or all of a journey where reasonably necessary. We remain responsible for our obligations to the extent required by law and will tell affected passengers when practicable.

9. Luggage and personal belongings

Luggage is accepted under our *Luggage Policy*. Keep money, identity documents, medicines, keys, fragile electronics and other valuables with you where it is safe and permitted to do so. Do not enter, reach into or open an underfloor luggage compartment unless directed by the driver or authorised staff.

10. Children and young passengers

Children and young people are carried under our *Children & Young Passengers Policy*. An adult who accompanies a child remains responsible for that child throughout the journey, including at rest stops. Monty Express does not provide a child-minding or personal supervision service.

11. Accessibility and assistance animals

Monty Express aims to provide services consistently with applicable disability discrimination and accessible public transport law. If you may require boarding assistance, a reasonable adjustment, carriage of a mobility aid or an assistance animal, please see our *Accessibility & Assistance Animals Policy* and contact us as early as practicable before travel.

12. Passenger conduct and safety

Passengers must comply with applicable law and reasonable safety directions from the driver or authorised staff. More detail is in *Passenger Information*. In particular, passengers must not interfere with or distract the driver, smoke or vape onboard, threaten or harass others, damage the coach, obstruct aisles or emergency exits, or act in a way that creates a material safety risk or serious nuisance.

Monty Express may refuse boarding or require a passenger to leave where this is reasonably necessary for safety, legal compliance, serious misconduct or substantial disruption. Any removal will be managed lawfully and with reasonable regard to safety, including involving police or emergency services where appropriate.

13. Seatbelts and safety equipment

Where a seatbelt is fitted, passengers must wear it whenever required by law or directed by the driver. Do not tamper with seatbelts, emergency exits, fire extinguishers or other safety equipment. Parents and accompanying adults are responsible for helping children in their care comply with safety requirements.

14. Animals

Assistance animals are accepted in accordance with our *Accessibility & Assistance Animals Policy*. Other animals are not accepted on scheduled services unless Monty Express has expressly agreed in writing before travel.

15. Delays, cancellations and missed connections

Our commercial rules for passenger-requested changes and cancellations, service cancellations and significant pre-departure delays are in our *Changes, Cancellations & Refunds Policy*. Those rules do not limit rights that cannot be excluded under the ACL.

Unless Monty Express sells a connection as a single through-booking and expressly accepts responsibility for it, we do not guarantee a connection with an airline, train, bus or other separately booked service. Allow reasonable contingency time when arranging onward travel. This does not exclude any remedy that the law says cannot be excluded.

16. Loss, damage and passenger responsibility

Monty Express does not exclude liability to the extent it cannot lawfully be excluded. To the extent permitted by law, we are not responsible for loss caused solely by the passenger, an unrelated third party, inadequate packing, an inherent defect in an item, or circumstances for which the law does not make us responsible.

A passenger may be required to pay the reasonable and evidenced cleaning, repair or replacement cost caused by that passenger's intentional, reckless or negligent conduct, after allowing for fair wear and tear and any contribution by Monty Express or another person.

17. Privacy

Monty Express handles personal information in accordance with our *Privacy Policy* and applicable privacy law. This includes booking information, emergency contacts, information about children and accessibility information you choose to provide.

18. Lost property

If you leave an item on a service, contact Monty Express as soon as possible using the details in *Passenger Information*. We will handle found property in accordance with applicable law and our operating procedures. Proof of ownership may be required before an item is released, and reasonable delivery or postage costs may be payable by the owner.

19. Changes to these Conditions

Monty Express may update these Conditions for future bookings by publishing a new version and effective date. We will not use a later change to retrospectively disadvantage an existing booking unless the change is required by law or you agree to it.

20. Governing law

These Conditions are governed by the laws applying in South Australia and the Commonwealth of Australia. Mandatory laws of Victoria and any other jurisdiction continue to apply where relevant to a journey.

Contact Monty Express

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