

CHAUFFEUR BOOKING TERMS AND CONDITIONS

Terms and conditions for chauffeured transport services

These Chauffeur Booking Terms and Conditions (these **Terms**) govern every chauffeured transport booking made with **Prestige Luxury Rentals Pty Ltd** ABN 76 687 430 940 (**PLR**), whether made through the Application, the PLR website, by email or by telephone.

By confirming a Booking, the Customer accepts these Terms. Where the Customer makes a Booking on behalf of another person or a group, the Customer accepts these Terms on behalf of every Passenger and is responsible for ensuring that each Passenger is aware of them.

These Terms do not apply to self-drive vehicle hire, which is governed by a separate rental agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms:

Application means the PLR application for mobile devices.

Booking means a chauffeured transport service requested by the Customer and confirmed by PLR.

Business Day means a day other than a Saturday, Sunday or public holiday in Melbourne, Victoria.

Chauffeur means the driver who performs a Booking.

Comfort and **Luxury** mean PLR's instant-booking service tiers, available for Transfers only.

Customer means the person who makes a Booking.

Default means, in relation to PLR, a breach of these Terms, a breach of any duty of care or other duty owed at law, or any other wrongful act or omission, in each case by PLR or by its officers, employees, contractors or agents.

Executive means PLR's pre-reserved service tier, available for Hourly Bookings only.

Hourly Booking means a Booking charged by the hour, during which the Chauffeur remains with the Customer for the booked period.

Operator means a professional chauffeur business approved and engaged by PLR to perform Bookings on PLR's behalf.

Passenger means any person travelling on a Booking, including the Customer.

Transfer means a point-to-point Booking at a fixed price.

Vehicle means the vehicle supplied for a Booking.

1.2 Headings do not affect interpretation. The singular includes the plural.

2. SUPPLY OF SERVICES

2.1 PLR supplies chauffeured transport services in Melbourne, Sydney and the Gold Coast.

2.2 The Customer's contract is with PLR. PLR is responsible to the Customer for the services it has agreed to supply, and does not act as agent, broker or arranger between the Customer and any other person.

2.3 PLR may perform a Booking through an approved Operator. PLR remains responsible to the Customer for each Booking under these Terms, and requires every Operator to hold current accreditation, licensing and insurance and to meet PLR's service standards, which PLR verifies before an Operator performs any Booking.

- 2.4 PLR offers three service tiers. Comfort and Luxury are booked instantly through the Application for Transfers and are paid in full at the time of booking. Executive is reserved in advance for Hourly Bookings and requires a deposit. Different terms apply to each tier, as set out in these Terms.
- 2.5 PLR will confirm the class of Vehicle booked, and may supply a Vehicle of the same or a higher class at no additional cost. Where PLR cannot supply a Vehicle of at least the class booked, PLR will notify the Customer as soon as practicable, and the Customer may accept an alternative or cancel the Booking for a full refund.

3. BOOKINGS

- 3.1 A quotation issued by PLR is an offer to supply the services described in it, and is valid for the period stated in it or, where no period is stated, for 7 days.
- 3.2 A Booking is binding only upon PLR issuing written confirmation. Until then, PLR has not accepted the Booking and does not guarantee availability.
- 3.3 The confirmation specifies the date, time, pickup and destination, Vehicle class, number of Passengers and price. The Customer should review it and notify PLR promptly of any error.
- 3.4 For Comfort and Luxury Bookings, the full price is payable at the time of booking. For Executive Bookings, a deposit of 50% of the price is payable to secure the reservation, with the balance payable on completion of the Booking.
- 3.5 The Customer shall provide accurate contact details for the lead Passenger and, for any airport or cruise terminal pickup, the relevant flight or vessel number.

4. PRICES AND PAYMENT

- 4.1 The price stated in the confirmation is inclusive of GST and, unless otherwise stated, of tolls, fuel, parking and airport access fees.
- 4.2 Additional charges are limited to those provided for in these Terms, namely waiting time under clause 6, variations under clause 7, an additional Vehicle for excess luggage under clause 8, and cleaning or damage under clause 9.
- 4.3 PLR does not apply after-hours, late-night or public holiday loadings. The price quoted is the price payable, irrespective of the time of the Booking.
- 4.4 PLR will not add to a Booking any charge that was not disclosed to the Customer before the Booking was confirmed, save for a charge arising under clause 6, 7, 8 or 9.

5. VARIATION AND CANCELLATION

- 5.1 The Customer may request a variation to a Booking at any time. PLR will use reasonable endeavours to accommodate it, subject to availability, and a variation may alter the price. An accepted variation does not restart any cancellation period.
- 5.2 **Comfort and Luxury.** A Booking may be cancelled free of charge within 2 minutes of booking or until a Chauffeur is assigned, whichever is later. Thereafter, a cancellation fee of 25% of the price applies, up to a maximum of \$25. A cancellation made after the Chauffeur has arrived at the pickup location, and a no-show, are dealt with under clause 6.4.
- 5.3 **Executive.** A Booking may be cancelled free of charge more than 24 hours before the scheduled pickup time, in which case any deposit will be refunded in full. Where a Booking is cancelled within 24 hours of the scheduled pickup time, a cancellation fee of 50% of the price applies. A cancellation made after the Chauffeur has arrived at the pickup location, and a no-show, are dealt with under clause 6.4.

- 5.4 These cancellation fees reflect the cost to PLR of reserving a Vehicle and Chauffeur for the Customer and forgoing other work. They represent a genuine pre-estimate of PLR's loss and are not a penalty.
- 5.5 If a Chauffeur or Executive operator is unavailable, PLR will arrange a same or higher class replacement at no extra cost. The Booking and payments remain in place. If PLR cannot perform the Booking, it will cancel and refund all amounts paid. Clause 13 rights remain unaffected.
- 5.6 Refunds are made to the original payment method within 10 Business Days.

6. WAITING TIME

- 6.1 **Transfers.** Each Transfer includes the following free waiting time, measured from the later of the time the Chauffeur arrives at the pickup location and the estimated pickup time shown to the Customer:
- (a) residential, hotel and other non-airport pickups — 15 minutes;
 - (b) domestic airport terminals — 30 minutes;
 - (c) international airport terminals — 45 minutes;
 - (d) cruise ship terminals — 45 minutes.
- 6.2 Waiting time beyond the free period is charged in 5-minute increments at \$1.40 per minute for Comfort and \$1.60 per minute for Luxury, inclusive of GST, and is itemised on the invoice.
- 6.3 **Hourly Bookings.** No separate waiting charge applies. The booked period starts at the later of the scheduled pickup time and the Chauffeur's actual arrival, whether or not the Customer is ready. Any Chauffeur delay before arrival does not count as booked time. Additional time is charged under clause 7.2.
- 6.4 **No-shows and early release.** For a Transfer, if no Passenger attends, the Chauffeur must try to contact the Customer and obtain PLR's approval before leaving. If PLR approves release at the end of the free waiting period under clause 6.1, 60% of the Booking price is payable; from 15 minutes after that period, 80%; and from 30 minutes after that period, 100%, when PLR may treat the Booking as a no-show. These charges replace any waiting charge under clause 6.2; PLR refunds any prepaid balance under clause 5.6. For an Hourly Booking, if no Passenger attends, the Chauffeur remains available for the booked period unless PLR confirms with the Customer that the Chauffeur is no longer required; the full price is payable. A Customer cancellation after Chauffeur arrival is treated as a no-show and the full price is payable.

7. PERFORMANCE OF THE BOOKING

- 7.1 The Chauffeur will endeavour to arrive at the pickup location at or before the scheduled or estimated pickup time. The Customer should be ready at that time.
- 7.2 Hourly Bookings are available on the Executive tier only and are subject to a minimum duration of 3 hours. Each Hourly Booking includes 25 km of travel for each hour booked. Time beyond the booked period is charged in full hours, rounded up to the next full hour. Each additional 25 km, or part of 25 km, travelled beyond the included distance is charged as one additional hour. Where a Booking exceeds both its booked period and its included distance, the Customer is charged whichever results in the greater number of additional hours, and not both. Additional hours are charged at the hourly rate stated in the confirmation.
- 7.3 PLR will use reasonable endeavours to accommodate a request made during a Booking for additional stops, a different destination or additional time. For a Transfer, additional distance or stops are charged at the rate stated in the quotation or, where none is stated, at PLR's standard rate for the Vehicle class. For an Hourly Booking, additional time and distance are charged under clause 7.2. For Bookings made through the Application, the adjustment is calculated automatically and displayed to the Customer.

- 7.4 The Chauffeur may decline any request that would be unsafe or unlawful, including a request to carry more Passengers than the Vehicle is licensed to carry, to carry a child without a required restraint, or to exceed permitted driving hours.
- 7.5 PLR plans routes to arrive punctually but does not control traffic, weather, roadworks or road closures. Where the Customer has a flight, event or appointment to attend, the Customer should allow sufficient time and inform PLR at the time of booking.

8. PASSENGERS, LUGGAGE AND CHILDREN

- 8.1 The number of Passengers shall not exceed the seating capacity stated in the confirmation.
- 8.2 The Customer shall inform PLR of luggage at the time of booking. Where luggage exceeds what the Vehicle can safely carry, PLR may be unable to carry it, and any additional Vehicle required will be charged.
- 8.3 Children under 8 years of age must travel in an approved child restraint suitable for their age and size. This is PLR's national standard and in some cases exceeds the legal requirement. On Executive Bookings, PLR will arrange a Vehicle fitted with a suitable child restraint free of charge, subject to availability, provided the Customer requests one at the time of booking and states the child's age and weight. Child restraints cannot be arranged on Comfort or Luxury Bookings, which are booked instantly. The Chauffeur cannot carry a child under 8 without a restraint.
- 8.4 Every Passenger must wear a seatbelt. The Chauffeur will not commence the journey until all Passengers are secured.
- 8.5 Assistance animals are carried in all cases. The Customer shall inform PLR at the time of booking of any other animal, so that a suitable Vehicle can be arranged.

9. CONDUCT AND CARE OF THE VEHICLE

- 9.1 Smoking and vaping are prohibited in all Vehicles.
- 9.2 Alcohol may be consumed only where the Vehicle is licensed for it and the Chauffeur consents. Illegal substances are prohibited.
- 9.3 The Chauffeur may terminate a Booking where a Passenger behaves in an unsafe, threatening, abusive or unlawful manner, or refuses a reasonable safety instruction. In that event no refund is payable, and PLR will provide written reasons.
- 9.4 Where a Passenger damages or soils a Vehicle, PLR may charge the Customer the reasonable cost of cleaning or repair, together with the documented cost of Bookings the Vehicle is unable to perform during cleaning or repair. PLR will provide supporting evidence, including photographs and an invoice or quotation, and will not charge more than the loss actually incurred.

10. LOST PROPERTY

- 10.1 The Customer should notify PLR as soon as possible of any property left in a Vehicle. PLR will arrange for the Vehicle to be checked and will hold any property found securely.
- 10.2 PLR will arrange return by an agreed method, at the Customer's cost.
- 10.3 Unclaimed property is held for 30 days and is thereafter dealt with in accordance with the law.
- 10.4 PLR is not responsible for property left in a Vehicle, except where it is lost or damaged through PLR's failure to take reasonable care of it after being notified.

11. PRIVACY

- 11.1 PLR collects and handles personal information in accordance with the *Privacy Act 1988* (Cth) and the PLR Privacy Policy published on its website.
- 11.2 PLR discloses the Customer's name, contact number and journey details to the Operator and Chauffeur performing the Booking, as necessary to perform it. Operators are contractually required to keep that information confidential, to use it only for the Booking, and not to contact the Customer afterwards or use the information for their own marketing.
- 11.3 Vehicles transmit location data to PLR during a Booking for allocation, safety and incident investigation. Where a Vehicle is fitted with a camera or recording device, PLR will inform the Customer.

12. COMPLAINTS

- 12.1 The Customer may raise a complaint through the Application, by email or by telephone.
- 12.2 PLR will acknowledge a complaint within 2 Business Days and provide an outcome within 10 Business Days, or explain why further time is required.
- 12.3 This clause does not affect the Customer's right to refer a complaint to a consumer protection agency or a court.

13. LIABILITY

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled to cancel your service contract with us and to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time and, if this is not done, to cancel the contract and obtain a refund for the unused portion.

- 13.1 PLR will supply each Booking with due care and skill, within a reasonable time, and as described in the confirmation.
- 13.2 Nothing in these Terms excludes, restricts or modifies any guarantee, right or remedy under the Australian Consumer Law or any other law which cannot lawfully be excluded, restricted or modified. Any provision of these Terms which would do so does not apply to that extent.
- 13.3 Nothing in these Terms limits PLR's liability for death or personal injury caused by its Default, or for fraud.
- 13.4 PLR is not liable for loss not caused by PLR. In particular, PLR is not liable for a missed flight, connection, event or appointment, or for any loss flowing from it, except where it results from PLR's failure to supply the service with due care and skill. PLR recommends that the Customer allow sufficient time and hold appropriate travel insurance.
- 13.5 Where a Booking is not of a kind ordinarily acquired for personal, domestic or household use or consumption, and to the extent permitted by law, PLR's liability for failure to comply with a statutory guarantee is limited, at PLR's option, to supplying the service again or paying the reasonable cost of having it supplied again.
- 13.6 PLR requires every Operator to be fully insured to carry passengers, including comprehensive motor vehicle, compulsory third party and public liability cover, and verifies this before an Operator performs any Booking. That cover does not extend to Passengers' personal belongings, and Passengers should keep valuables with them.

- 13.7 Neither party is liable for a failure to perform caused by an event beyond its reasonable control, including extreme weather, fire, flood, accident, road closure, industrial action, civil disturbance or government direction. In that event PLR will notify the Customer as soon as practicable and refund all amounts paid for any Booking it cannot perform. Traffic congestion is not such an event.

14. GENERAL

- 14.1 PLR may amend these Terms from time to time. A Booking is governed by the Terms published at the time it was confirmed, and no amendment applies to a Booking already confirmed.
- 14.2 Where any provision of these Terms is unenforceable, the remaining provisions continue in effect.
- 14.3 These Terms are governed by the laws of Victoria. Either party may bring proceedings in the courts of Victoria or in any other court of competent jurisdiction.
- 14.4 The Customer may contact PLR through the Application, the PLR website, or the contact details stated on the booking confirmation.