



## SOUTH WEST LUXURY TOURS

### CUSTOMER BOOKING TERMS & CONDITIONS

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1. By making and completing a booking for Services, “you” (the **Customer**) are confirming your complete agreement and acceptance of “our” (ARRP Pty Ltd t/as **South West Luxury Transport** or **we**) booking terms and conditions (**T&Cs**).
2. Booking for all for Services require a 50% deposit of the total cost of the Service being booked in order for the booking and Service to be reserved and confirmed.
3. For the purposes of these T&Cs “Services” are defined as private transportation passenger services and chauffeur-style services in high quality and luxury motor vehicles and vans.
4. If you wish to cancel or change a Service you have booked; all booking cancellations and changes must be made in writing to the following email address:  
andrew@southwestluxurytransport.com.au
5. To receive a full refund, bookings must be cancelled in writing (in accordance with item 4, above) no less than 14 days before the service to which the booking pertains falls due.
6. Booking cancellations made with less than 14 days notice or booking cancellations not made in accordance with item 4, above, will forfeit any deposit or payment that had been made to secure the booking (unless exceptional circumstances apply).
7. Whilst we will try to accommodate, within reason, any request by you to change the route (including but not limited to stops and/or destination changes) we reserve the right to decline the change(s) sought or alternatively accommodate the change(s) for an additional fee.
8. Subject to item 9, below, you are solely responsible for the cost, and any requirements associated with, entry to venues.
9. We are not liable or responsible for the cost or entry requirements associated with entering venues save and accept for a booking you have made for an all-inclusive package such as the Premium Package.
10. We have the right to refuse you entry into our vehicles if you are intoxicated, dressed inappropriately and/or are behaving in an anti-social, unlawful, ill or unacceptable manner. Generally, venues also have the authority to do so.
11. Food consumption, and unpackaged/unsealed (exposed) food, is strictly prohibited in all our vehicles.
12. Smoking of any and all forms is strictly prohibited in all our vehicles.
13. Alcohol consumption, and opened/unsealed (exposed) alcoholic beverages, is strictly prohibited in all our vehicles.
14. Any alcohol that is purchased from venues may be stored in the vehicle for consumption later, external to the vehicle.

15. You must notify us before the booking if you have infants or children travelling with you in order that we can endeavour to accommodate your seating requirements noting that additional charges will apply where booster or children's seats are required in the vehicle
16. To avoid disappointment, we recommend you bring personal identification with you if you are attending wineries or establishments where alcohol is served.
17. We reserve the right to cancel any Service you have booked for any reason. If we cancel the booking of our own volition, and through no doing or fault of yours, we will provide a 100% refund.
18. If you cause any damage to our vehicle (inside or out) whatsoever (including but not limited to dirt, breakages, smoking, eating, spillages, vomiting, food/beverage soiling, torn or stained fabric/leather, dents, broken or soiled vehicle accessories etc) you will be required to pay an immediate Damage Payment to us. "Damage Payment" is defined as the sum of AUD\$300 which we are entitled to deduct from your credit or debit card details where you have authorised us in respect of same.
19. Where the damage incurred pursuant to item 17, above, exceeds the Damage Payment, or where you do not attend to payment of the Damage Payment we reserve the right to commence debt recover and/or legal proceedings against you for compensation in respect of the damage you caused.
20. Where you may have expressed an interest in, or requested, a specific vehicle, for a Service we will always endeavour to supply the vehicle(s) you have sought. However, we do not guarantee the type of vehicle you will be provided for your Service and, further, you are not entitled to any refund, credit note or compensation whatsoever in circumstances where other, different or alternatives vehicles of the same or similar capacity are provided.
21. Please take care of your personal belongings and do not leave them unattended in the vehicle. We take no responsibility for, nor are we liable in respect of, your personal property, including any lost or damaged personal property of yours.
22. To the extent permitted by law, we take no responsibility for, nor are we liable in respect of, your personal safety and security, including any altercations in which you engage, trips, falls or injuries you may sustain due to your own actions or the actions of others unrelated to and not caused by us.
23. If you are more than 15 minutes late for a booking, we reserve the right to charge you a Penalty Fee. A "Penalty Fee" is defined as the sum of AUD\$50 for each quarter of an hour (15 minutes).
24. You warrant that you will comply with all applicable laws, regulations and government mandated directives whilst being a passenger in our vehicles.
25. You agree that these T&Cs and any document attached or referred by us in the booking process or herein forms the entire agreement under which we will provide the Services to you.
26. Please read these T&Cs carefully. Please contact us if you have any questions. Purchasing Services from us indicates that you have had sufficient opportunity to read this T&C agreement and contact us if needed.
27. To the maximum extent permitted by law, we exclude all express and implied warranties, representations and guarantees of any kind (whether under statute, law, equity or on any other basis) and service, including the Services, are provided to you without warranties, representations and guarantees of any kind including, without limitation, warranties as to merchantability, condition, quality and fitness for any particular purpose.

28. To the maximum extent permitted by law, we exclude any liability or claim, and we will not be liable for any liability or claim (whether under statute, contract, tort (including negligence), indemnity, or otherwise) caused or contributed to by:
  - a. acts or omissions of you (or any of your employees, agents, contractors, tenants or patrons) or any other third party;
  - b. any advice, work, goods, services or other things provided by third parties (whether or not we referred them to you);
  - c. the Services being unavailable (for any reason) or any failure on our part to deliver the Services;
  - d. any loss or damage you personally sustain during the Services;
  - e. any event or circumstance outside of our reasonable control; and
  - f. any claims for consequential loss.
29. To the maximum extent permitted by law, our total liability arising out of or in connection with the Services and this T&C agreement, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, is limited to us re-supplying the Services to you, or, at our option, us refunding to you the amount you have paid us for the Services to which the relevant liability or claim relates.
30. Items 27 and 28 will survive the termination of these T&Cs.
31. To the extent permitted by law you are liable for and agree to indemnify, defend and hold us harmless for and against any and all claims and liabilities resulting directly or indirectly from:
  - a. acts or omissions of you (or any of your employees, agents, contractors, tenants or patrons) or any other third party; and/or
  - b. any of our acts or omissions (or that of our employees, agents or contractors), where those acts or omissions are consistent with a direction that has been given by you (or any of your employees, agents or contractors).
32. You agree to co-operate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your booking or use of the Services including but not limited to disputes, complaints, investigations or litigation that arises out of or relates to incorrect information you have given us.
33. Items 30 and 31 will survive the termination of these T&Cs.