

Luxury Driven Chauffeured Cars

Booker/Hirer/Client Terms and Conditions

Introduction and Acceptance

These User Booking Terms (“Terms”) apply to all Customers and Users of our car hire services and to those using our website and mobile application (“App”) to book our Services. By using our Services, you agree to these Terms as well as our general terms, conditions, and Privacy Policy as published on our website. If you do not agree to these Terms, you must **NOT** use our Services. We reserve the right to modify or update these Terms at any time without notice; it is your responsibility to review them periodically. Nothing in these Terms limits your rights under the Australian Consumer Law (ACL), including guarantees for services to be provided with due care and skill.

General Definitions

For purposes of these Terms, the following definitions apply:

“LDCC”, “We”, “Our”, “Us”: Refers to Deck Services Pty Ltd (ABN: 26 650 218 483) t/a Luxury Driven Chauffeured Cars, including all directors, employees, contractors, and affiliates.

“Customer” or “User” or “You” or “Client”: The individual or business making a reservation and using our Services.

“Guest”: An individual or group of individuals that a booking has been made for on behalf of a client of LDCC.

“App”: The mobile application available for download that enables Customers to book our services. Currently, the “App” we are working with is Kymark. See their website here: <https://limosoftware.com/>

“Car”: Any vehicle provided with a Driver under our Car Hire Services.

“Driver”: Any individual driving the cars provided as part of our Car Hire Services.

“Car Hire Services”: The service whereby Customers book a Car and Driver for general hire, weddings, school formals, corporate events, Special Event Hire, and any related services.

“General Hire”: The standard booking of a Car and Driver combination.

“Special Event Hire”: The booking for events such as weddings, corporate events, school formals, racing events, concerts, sporting events, or other special occasions.

“Pre-arranged Pick-up Point”: The location provided to LDCC at the time of booking where you will be picked up.

“Pick-up Time”: Means the time nominated by the Customer as the time the Car Hire Services commence.

“The Website”: www.luxurydrivenchauffeuredcars.com

“Affiliate, Contractors, and/or Subcontractor”: A driver that we work with and outsource any overflow of bookings.

Eligibility and Account Registration

Eligibility: To use our Services, you must be at least 18 years old and legally capable of entering binding contracts.

Prohibited Uses: You must not use our Car Hire Services for any illicit, unlawful, fraudulent, inappropriate, offensive, or otherwise illegal activities.

Account Registration: You are required to register and set up an account before booking our Car Hire Services. You must keep all registration details accurate and up to date.

Customer Profile: To register, customers must complete a customer registration form including customer name and certain other personal details. Customers must create such profiles in their own name. Customer profiles must also show the customer email address as the ‘Login Email’ and other relevant contact details are also required to be uploaded. Registered customers are required to update profile information when relevant personal details change. Failure to update information which results in booking errors will be the responsibility of the customer, and where applicable full ‘no-show’ or cancellation fees may apply at LDCC’s discretion.

Credit Card Registration

Customers may be required to include as part of their registration details valid credit card details. This is completed by way of a link from the Site through a secure gateway, to payment gateway facilities operated by Stripe or Square. LDCC itself does not have access to and does not store customer credit card information. LDCC does not accept payment in vehicles and accordingly credit card registration is essential. If a customer fails to register credit

card details in the manner described above, we may refuse service. Credit Card details should be always updated and kept current.

Failure to update credit card information which results in a charge error and subsequent need for LDCC to manually process the relevant charge will attract a \$10 administration fee. Customers should register only their own credit card as part of customer profile details. Please note that customers are strictly prohibited from registering someone else's credit card details in their profile. Administrative fees reflect the actual costs of manual processing.

Strict laws and regulations govern the use of credit cards, and using someone else's credit card may constitute fraud or otherwise breach such laws and is strictly prohibited. Any customer found to be non-compliant with this requirement will have their account immediately suspended.

For all bookings, you must provide valid credit card details. In cases of non-payment for additional fees (waiting time, cleaning, damage, or no-show), we reserve the right to debit your card for the relevant amounts. You are also responsible for all passengers and assume responsibility for all charges, loss and damage to the Car caused by any passengers during the Car Hire period. Any charges, losses and damages will be deducted from the bond or credit card supplied to us.

Payment Requirements

Upfront Payment for New Customers:

For new Customers, LDCC reserves the right to request full or partial upfront payment before confirming any booking. This will be clearly communicated during the booking process should the need arise.

LDCC drivers are not authorised to accept payment, including in vehicles or under any other circumstances. All bookings must be paid for by valid credit card by registering the credit card under a LDCC customer account on registration or via invoice. Credit cards will only be charged once the trip is taken for all customer bookings. In the circumstances described in these Terms and Conditions in which LDCC may charge a customer despite the relevant Service having not been completed as scheduled (including any 'no shows') and the credit card will be charged for the full cost of the booking and for any additional amounts contemplated by these Terms and Conditions.

Receipts/Invoices

Customers Once a trip is closed off in our system as, an invoice will automatically be emailed to the email address.

Customers may also access receipts/invoices for each trip taken with LDCC in the app.

Payment Collection Fees

Customer agrees to indemnify LDCC in respect of all legal, accounting and other fees, costs and expenses incurred by it relating to the collection of overdue payments owing to LDCC by customer, including in respect of any legal proceedings it commences.

Pricing

Various pricing structures apply to bookings of Services through LDCC (bookings). These include normal 'rack' and peak rates, and rates applicable to special vehicle, event or other specific customer requirements, and may include affiliate, and/or subcontractor charges or other disbursements. Instant online quotes can also be requested via the website but the same principles as pricing apply as outlined above. Please note, you may contact LDCC by telephone directly on AUS 0406 631 757 to discuss your booking requirements, but no verbal pricing quotes will be given. **You must secure the price online using the instant quote feature or requested via email at admin@luxurydrivenchauffeuredcars.com.** Alternatively, you can email your requirements if they are not available via the website and LDCC will submit a written quote if the service can be provided. This approach avoids any confusion or misunderstandings arising.

Requesting a Quote via the Website or App

Once you have registered and set up an account, you can request a quote for booking our Car Hire Services via our Website or App. Please keep in mind the following:

- The quoting widget on our website displays fare pricing based ONLY on Category A vehicles and only during Business Hours (not inclusive of peak hour/out-of-hour rates).
- The quoting widget on our website displays the fare pricing within the time frame of 09:00 - 22:00
- The quoting widget on our website does NOT include any extras such as tolls, waiting times, parking fees and so forth. These get added at the end of the trip upon completion and approved by LDCC.
- Recommendation - we suggest that you create an account and download our app (free download - see website). That way, via the app and your online account, you can get an instant quote based on all the parameters (just not inclusive of any extras, tolls, waiting times and parking fees).

Credit Card Surcharge Elimination

LDCC does not presently charge a surcharge for payment by credit card. We reserve the right to introduce credit card surcharges if circumstances warrant such charge. However, any future credit card surcharges will be clearly disclosed at checkout.

Damage

The customer(s) unequivocally authorises LDCC to add \$300 to the cost of the booking for any incident in the vehicle caused by customer or customer's group which results in the vehicle requiring cleaning, together with all other fees and charges incidental to returning the vehicle to its normal operating condition and the cost of any bookings lost due to the customer's actions or those of other passengers. In such circumstances, the customer will be notified before LDCC charges the customer's credit card (or a separate invoice will be sent). Customer also agrees to pay for any damage or loss caused, or costs incurred, of whatsoever nature to or in relation to vehicles by customer or customer's group during the provision of Service, including burned or slashed seats, stains, breakages, technical or mechanical failure to the equipment inside the vehicle, missing items, or any vehicle body damage.

Gratuities

LDCC does not include any gratuities or non-disclosed fees or commissions in the quoted trip price. Any gratuity is at customer's sole discretion and is entirely a matter between the driver and customer. LDCC is unable to facilitate or process the transfer of any gratuity by way of its credit card facilities or otherwise and takes no responsibility in relation to gratuities. Gratuities are not required but appreciated for exceptional service.

Additional Charges

Additional charges may apply such as parking fees, tolls and waiting times and any expenses related to your transfer. It is a condition of using LDCC that you agree to the application of relevant additional charges as outlined and regularly updated on our website.

Booking Process

All bookings must be made online via the Website or the App. We generally encourage our clients to make bookings as early as practicably possible. LDCC recommends that bookings be made as far in advance as practically possible to ensure a vehicle can be made available at the time requested. LDCC will honour any

booking made online or by telephone as outlined below, provided all these Terms and Conditions are met including providing LDCC with the correct booking details (including correct address and contact numbers) and valid credit card details at the time of booking. All bookings confirmed by LDCC by email may be taken by the customer to be accepted by LDCC in accordance with these Terms and Conditions, provided that all details given by the customer at the time of booking, including credit card details, are correct at that time and remain so until the time of provision of the relevant Service. LDCC is unable to guarantee the availability of a vehicle when a booking is made online or by telephone on short notice, or where no email confirmation of a booking has been given by LDCC.

Airport Bookings

When making bookings for airport pick-ups it is essential that you include a valid flight number and indicate the scheduled arrival time of that flight as the pick-up time. We offer substantial courtesy waiting times at both Domestic and International Terminals. Please see the section on waiting times for full details. Clients may vary the airport pick-up time if they have meetings or other business to attend at the airport terminal on landing. In any case, where the pick-up time on the booking is different to the flight arrival time, we will assume that the client has business to attend to and we will abide by the pick-up time indicated on the booking sheet. In such cases the courtesy waiting time is the regular 10 minutes and, in these cases, it will commence from the actual pick-up time indicated on the booking sheet.

For every airport pick-up, a 10% loading is applied (only to the fare) due to such pick-ups not always being standard a pick-up and can sometimes take double the amount of time as a regular transfer.

Regular Bookings

‘Regular’ bookings are for the purposes of these Terms and Conditions bookings for local luxury sedan transport made 8 hours or more prior to scheduled pick-up time between 8am and 6pm AEDT daily.

IMPORTANT NOTE

Online bookings are reviewed for placement continuously between 8am and 6pm (AEDT) every day. Online bookings made after 6pm are viewed for placement the following morning from 8am. LDCC takes no responsibility for online bookings made after 6pm but before 8am AEDT the following day. Such bookings will be treated as having been made the following morning at 8am AEDT. LDCC will make every effort to place

regular bookings and allocate a vehicle but reserves the right to reject a booking if an appropriate vehicle cannot be allocated.

Urgent Bookings

Urgent bookings are for the purposes of these Terms and Conditions any booking:

- made LESS than 8 hours from scheduled pick-up time, or
- made after 6pm AEDT for a scheduled pick-up between 6pm the same day and 10am the following day.

Urgent bookings should be made online, and an immediate follow-up call must be made to 0406 631 757. LDCC will make every attempt to place the booking and allocate a vehicle. LDCC also reserves the right to refuse an urgent booking if a vehicle cannot be allocated on short notice or out of ordinary business hours. LDCC will endeavour to notify the customer either way in a timely manner.

ASAP Bookings

ASAP bookings are trips that are booked for less than 60 minutes from pick-up time. ASAP bookings should be made online, and an immediate follow-up call must be made to 0406 631 757. LDCC will make every attempt to place the booking and allocate a vehicle. LDCC also reserves the right to refuse an ASAP booking if a vehicle cannot be allocated on short notice or out of ordinary business hours. LDCC will endeavour to notify the customer either way in a timely manner. For ASAP/shorter notice bookings are provided on a “best efforts” basis.

Special Event Bookings

Bookings for special events (including concerts, sporting events and touring shows) are associated with a high demand for ground transport to/from the relevant event, including hire cars. It is strongly recommended that customers book ground transport for such events well in advance. LDCC will make every attempt to place the booking and allocate a vehicle but reserves the right to refuse a booking if an appropriate vehicle cannot be allocated. Please refer to the ‘Cancellations’ section for special cancellation conditions relating to Special Event Bookings.

Special Vehicle Bookings

Bookings for special vehicles (including luxury European sedans, people movers or buses) should be made well in advance of the booking date. LDCC will make every attempt to place the booking and allocate the special

vehicle(s) requested but reserves the right to refuse a booking if an appropriate vehicle cannot be allocated. Please refer to the 'Cancellations' section for special cancellation conditions relating to Special Vehicle Bookings.

Online Bookings

LDCC prefers customers to make bookings online. Online booking is the most efficient means of securing bookings for both customers and LDCC and allows LDCC to accurately capture relevant data and maintain an audit trail.

Phone Bookings

If the customer does not readily have online access a call can be made to 0406 631 757 and we can assist an existing customer with creating a booking on their account.

Other Methods of Booking

All other methods of bookings are not accepted by LDCC, and LDCC takes no responsibility for any bookings made in any manner other than by booking online, or speaking with on 0406 631 757 or at our strict discretion, via email at bookings@luxurydrivenchauffeuredcars.com.

Guest Bookings

Customers can easily make bookings for guests under their account:

- Customer logs in to his/her account and enters the guest details in the passenger details section of the booking form.
- Once the trip is taken, the applicable charge will automatically be made to the customer's credit card and a receipt emailed showing the guest customer details. In this instance the customer takes full responsibility for charges incurred by or on behalf of the guest.

LDCC expects full payment directly from the customer whose profile was used and will not enter any payment negotiations with the guest customer(s). These Terms and Conditions apply to all guest bookings.

Baby Seats

LDCC can provide a baby or child seat for an additional fee of \$25. Please be very clear about this requirement and specify the age of the baby/child at the time of booking. Please note that LDCC can only arrange for one baby/child seat to be fitted to each sedan vehicle. If more than one baby/child seat is required, additional sedan

vehicle(s) will need to be organised, or alternatively a 'people-mover' vehicle may be required (as appropriate and subject to availability). Vehicles with baby/child seats may be more difficult to source on short notice, and accordingly customers are encouraged to book as far in advance as possible when such seats are required. LDCC will make every attempt to secure a baby/child seat if one is required but reserves the right to decline a booking requiring a baby/child seat if that booking cannot be allocated to a vehicle fitted with a baby/child seat complying with Australian Standards. If a booking is made without a confirmed baby/child seat and on pick-up a baby/child requiring such a seat is amongst the customer's group, the driver must refuse the job and will contact a LDCC operations manager immediately. In such instances, LDCC will attempt to secure a suitably fitted vehicle on short notice with appropriate seating. If LDCC is unable to allocate the job within a reasonable time frame it reserves the right to cancel the booking, **and the full cost of the booking will be charged to the customer.**

Additional Charges

Waiting Times and Charges

Each scheduled pick-up includes a free-of-charge courtesy waiting period as outlined below:

- 10 minutes for regular pick-ups from residential or office locations and train stations.
- 10 minutes for airport pick-ups where the pick-up time is different to the flight arrival time (see Airport bookings for more information).
- 20 minutes for pick-ups from special events.
- 30 minutes for Domestic Airport pick-ups.
- 60 minutes for International Airport pick-ups.

For pick-up from an office or residential address or a train station, the courtesy waiting period commences from the scheduled pick-up time. For pick-up from an airport, the courtesy waiting period commences upon actual landing of the flight indicated in the booking.

LDCC will charge for waiting time following expiry of the applicable courtesy waiting period. Waiting time (calculated on a per-vehicle basis) will be charged to the customer at the rate of \$2 per minute for regular sedans and \$2.50 per minute for Special Vehicles (see the special vehicles section of these Terms and Conditions for a list of vehicles which fall under this category). Customer expressly consents to such amounts being added to the cost of the Service and undertakes to pay all such amounts and authorises LDCC to charge fees for waiting time to the nominated credit card in addition to the agreed price of the relevant Service.

Out-of-Hours Surcharges

Our normal hours of operation are from 09:00am to 10:00pm and any bookings scheduled within those hours, the standard rate applies, as per the online quoting widget. For any bookings scheduled from 10:00pm to 09:00am, the following surcharges apply, and will be calculated by the App on top of the standard rates:

- 10:00pm - 11:59pm + 10% Loading
- 00:00am - 02:59am + 20% Loading
- 03:00am - 04:59am + 15% Loading
- 05:00am - 06:59am + 10% Loading
- 07:00am - 09:00am + 05% Loading

Public Holiday Rates

An additional 25% public holiday surcharge will be added to the quoted price for all bookings scheduled on Victorian Public Holidays.

Transfer types and applicable surcharges – applied on to the fare of vehicle chosen

- Regular (Point-to-Point) - Cost Adjustment 0%
- Airport Pickup - Cost Adjustment + 10%
- Airport Dropoff - Cost Adjustment 0%
- Documents/Parcels - Cost Adjustment 0%
- Hourly Booking - Cost Adjustment 0%
- Daily Booking - Cost Adjustment 0%
- Concert Events Transfers - Cost Adjustment + 15%
- Sporting Events Transfers - Cost Adjustment + 15%
- Bridal/Wedding Transfers - Cost Adjustment +150%
- Horse Races/Special Events - Cost Adjustment +150%
- Funeral Transfers - Cost Adjustment +85%

Out-of-Area Surcharge Policy

An Out-of-Area Surcharge may apply for bookings that:

- Begin or end more than 100 kilometres from any major capital city centre. Example: Surcharges apply for pick-ups >100km from Melbourne CBD
- Require extended driving hours or significantly increased travel time.
- Involve additional operational costs due to distance, logistics, or location-specific challenges.

This Out-of-Area Surcharge is determined at LDCC's sole discretion and is not included in quotes from the Instant Quote tool or the online booking price. It will either be added after booking confirmation and added at the end of the trip upon completion or we may ask you to be paid in full before the scheduled trip. Either way, this will be clearly communicated to the booker. An LDCC representative will contact you in advance with the surcharge details and obtain your written consent. Please contact us if you have any questions about this before you make any booking.

Exclusions from online Quote

Initial quotes are estimates and do not include tolls, parking fees, airport fees, public holiday surcharges, waiting fees, or other additional charges. Such fees will be added at the end of your trip.

Meet & Greet

LDCC offers a 'Meet and Greet' airport service at no extra charge. The allocated driver will be instructed to meet the customer at the limousine/chauffeur meeting point with a digital sign (mobile or tablet) indicating the nominated passenger's surname. The driver will then escort the passengers to the designated vehicle location, assisting with luggage as required.

Booking History

Customers can access their booking history at any time via their member profile. LDCC requests that all customers go to their booking history to locate information in relation to credit card statement charges in the first instance before contacting LDCC. Customers can access all booking/trip history information and may also print copies of receipts/invoices directly from the app.

Editing Bookings

For any:

1. Changes to existing bookings, such as times, dates, locations
2. Provision of boosters and/or child restraints
3. Cancellations and/or refunds
4. ASAP bookings

Please call us/text us on +61 406 631 757 or send us an email.

Our support emails are:

1. admin@luxurydrivenchauffeuredcars.com
2. bookings@luxurydrivenchauffeuredcars.com

Remember to quote your booking number, example: #158

Phone Edits

If a customer does not readily have online access a call can be made to 0406 631 757 and we can assist them to schedule a booking on their account.

Time of Edit & Applicable Charges

More than 8 hours before pick-up time:

LDCC will make every effort to accommodate booking edit requests, subject to the following conditions. LDCC will advise the allocated driver and endeavour to secure the same driver for the revised pick-up time. If that driver cannot accommodate the change request due to other commitments, then LDCC will attempt to reallocate the booking to another driver. If LDCC cannot reallocate that booking, then LDCC reserves the right to refuse and cancel the edited booking without any cost to the customer.

Less than 8 hours before pick-up time

Booking edits made less than 8 hours before the scheduled pick-up time should be made as stated above. LDCC will make every attempt to accommodate all booking edit requests, subject to the following conditions. LDCC will advise the allocated driver and endeavour to secure the same driver for the revised time. If that driver cannot accommodate the change request due to other commitments, then LDCC will attempt to reallocate the booking to a new driver. If LDCC cannot reallocate that booking, then LDCC reserves the right to refuse and cancel the edited booking and cancellation fees in accordance with the 'Cancellation of Bookings' policy outlined below will apply.

Cancellation of Bookings

Regular Bookings

More than 8 hours before pick-up time:

Bookings may be cancelled up to 8 hours before scheduled pick-up time without incurring any cost. Please note that LDCC reserves the right to charge an administration fee of \$10 at its discretion for each cancellation in circumstances where the relevant customer's account shows a history of cancelled bookings.

Customers acknowledge that such cancellations and associated administration consumes significant time and resources on the part of LDCC, whilst it is LDCC's intention to accommodate customers with a charge-free cancellation window of 8 hours, it may charge for cancellations in such circumstances as reasonable compensation. Any request for waiver of a cancellation fee must be made in writing to the LDCC Managing Director (see the 'Contact Us' page on the Site for details) and must be made directly by the customer. These charges reflect the genuine estimated costs LDCC incurs due to cancellations/damages.

LESS than 8 hours before pick-up time

Bookings cancelled less than 8 hours before pick-up time will incur the following charges:

- If cancellation is requested between 8 hours and 6 hours before the scheduled pick-up time, then a fee of 25% of the quoted total will be charged.
- If cancellation is requested between 6 hours and 4 hours before the scheduled pick-up time, then a fee of 50% of the quoted total will be charged.
- If cancellation is requested between 4 hours and 2 hours before the scheduled pick-up time, then a fee of 75% of the quoted total will be charged.
- If cancellation is requested between 2 hours and 0 hours before the scheduled pick-up time, then a fee of 100% of the quoted total will be charged.

LDCC requests that customers provide notice of any schedule changes well in advance to enable LDCC to service its customers efficiently and to avoid unnecessary costs. Customers acknowledge that the above late cancellation charges are a genuine and reasonable estimate of the losses LDCC incurs in the context of late cancellations, having regard to the fact that LDCC remains committed to honouring each job placed and to paying its drivers, who have committed (sometimes days in advance) to jobs that are ultimately cancelled. For this reason, LDCC is committed to attracting the best drivers in the industry because of its payment reputation and its commitment to its drivers.

Special Events

Special events (including but not limited to concerts, sporting events and touring shows) are associated with a high demand for ground transport, especially hire vehicles. Accordingly, hire vehicles for such special events should be booked well in advance of event dates. When a customer places a booking with LDCC in connection with a special event, LDCC takes that as a binding commitment which may mean rejecting bookings by others

requiring ground transport for the same special event. All such bookings must be secured and paid for in full in advance. LDCC requires that customers holding bookings in connection with special events who need to cancel such bookings do so 7 days or more prior to the scheduled pick-up time, either by contacting us or making the cancellation online. If a booking in connection with a special event is cancelled with less than 7 days' notice, then the customer will be charged **the full quoted price of the booking**.

Special Vehicles

Special vehicles (including luxury European sedans, people movers and buses) should be booked and paid for well in advance of trip dates and are secured on the basis of an hourly rate. When a customer places a booking with LDCC for a special vehicle it takes that as a binding commitment which may mean rejecting bookings by others requiring a similar vehicle, particularly during peak periods such as holiday, school formal or wedding seasons. LDCC requires that customers holding bookings in connection with special vehicles who need to cancel such bookings do so 7 days or more prior to the scheduled pick-up time, either by contacting us or making the cancellation online. If a booking in connection with a special event is cancelled with less than 7 days' notice, then the customer will be charged the full quoted price of the booking.

ASAP Cancellation Fees

The following fee structure applies when cancelling an ASAP booking. If cancelling in under 5 minutes, no cancellation fee applies. If a cancellation is made after 5 minutes, then a cancellation fee of \$25 AUD applies.

Cancellation & No-Show Fees – Discretionary Waiver

- **Waiver Authority**

LDCC acknowledges that unforeseen circumstances can arise. Accordingly, **on a case-by-case basis and at its sole discretion**, LDCC may elect to waive any or all Cancellation and No-Show Fees that would otherwise apply under these Terms. Such discretionary waivers are granted in good faith and aim to foster positive client relationships.

- **Scope of Discretionary Waiver**

- a. LDCC may consider waiving fees in situations including, but not limited to:
 - Medical emergencies or hospitalisation of the client or immediate family member.

- Severe weather, natural disasters, or transport disruptions beyond the client's control.
- Unforeseeable operational issues on LDCC's side (e.g. vehicle breakdown).

b. LDCC is under no obligation to grant a waiver and may refuse a request without providing reasons.

• How to Request a Fee Waiver

a. Clients seeking a waiver must submit a written request **no later than 48 hours after the original pick-up time**, by emailing: **admin@luxurydrivenchauffeuredcars.com**

b. The request should include:

- Booking reference number
- Date and time of the booking
- Brief explanation of the circumstances giving rise to the waiver request
- Any supporting documentation (e.g., medical certificate, travel advisories)

• Assessment & Response

a. Upon receipt, LDCC will endeavour to review and respond to each waiver request **within 5 business days**.

b. During the review, LDCC may request additional information or clarification to fairly assess the request.

• Finality & Non-Precedent

a. LDCC's decision to grant or decline any fee-waiver request is **final and binding**.

b. Any waiver granted in one instance does **not** create an obligation for LDCC to grant future waivers under similar or different circumstances.

• Consistency with Applicable Law

a. All discretionary waivers will be granted—or refused—in accordance with the Australian Consumer Law and relevant state fair-trading legislation.

b. Any fees retained despite a waiver request will reflect LDCC's **genuine and reasonable pre-estimated losses**.

• Record Keeping

LDCC will maintain a record of all waiver requests and outcomes for a minimum of 7 years, both to ensure compliance and to assist in fair-trading audits.

Connecting With the Driver

All LDCC drivers are obliged to send a text message to the passenger's nominated mobile telephone number approximately 10 minutes prior to the scheduled pick-up time. The text message will confirm the driver's name, hire vehicle plate number and that the driver is waiting at the designated pick-up point. Please ensure the nominated mobile telephone is switched on prior to pick-up time. **Customers are requested to check for the driver's text message.**

Designated Airport Pick-up Points

The customer is responsible for familiarising him/herself with designated airport pick-up points and being present at these points for all LDCC airport pick-ups. The designated pick-up points are outlined on the LDCC website. Drivers will be waiting at these pick-up points with a digital sign (mobile or tablet) with the customer's name on it.

Locating the Driver

If a customer is unable to locate the allocated driver, customers are requested to contact the driver on the number identified in the driver's text message and to attempt to locate the driver. In the event that the customer does not receive a text message from the driver, please contact LDCC **before** leaving the pick-up point.

No Shows / Abandoned Trips

Driver Not at Pick-up Point

If a customer cannot locate the driver at the pre-determined pick-up point, the customer must **not** leave that point before calling LDCC. We will attempt to connect the customer with the allocated driver or make alternate arrangements. If LDCC fails to provide a driver within 30 minutes of the scheduled pick-up time, the customer may cancel without penalty and receive a full refund. If the customer leaves the pick-up point without calling LDCC, the customer will be liable to pay the full trip cost.

Customer Not at Pick-up Point

If a customer is not at the pre-determined pick-up point at the pick-up time and does not contact the driver within the courtesy waiting period (see the 'Waiting Time and Charges' section above) the driver will call LDCC, which will then attempt to contact the customer on the customer's designated mobile telephone, home telephone, or designated contact person's telephone (in each case depending on the nature of the Service booked). If such contact

does not result in prompt pick-up of the customer, then LDCC will release the vehicle and driver from the relevant booking and the customer will be liable for the full trip cost.

Customer No Show after Authorised Waiting Time

If a customer has authorised and has agreed to pay a waiting fee prior to pick-up, the driver will wait up to 1.5 hours in addition to the courtesy waiting time. If at the end of this waiting time, LDCC or the allocated driver have not been contacted by the customer, then LDCC will attempt to contact the customer on the customer's designated mobile telephone, home telephone, or designated contact person's telephone, in each case depending on the nature of the Service booked. If such contact does not result in prompt pick-up of the customer, then LDCC will release the vehicle and driver from the relevant booking and the customer will be liable for the full trip cost plus the waiting time.

Invalid Flight Number

If a customer has indicated an invalid flight number on the booking, the driver on checking for flight arrival times will make contact with the LDCC who will then attempt to make contact with the passenger or the designated contact person in order to get valid flight details. If LDCC cannot make contact with the passenger or other designated person, the driver will be instructed to go to the airport and wait at the designated pick-up time. In this case waiting time charges will commence after only a 10 minute courtesy waiting period as we have no way of assessing the actual flight arrival time. It is a condition of using our services that **you unconditionally agree** to this condition and agree to the extra waiting time charges in instances where you or someone booking on your behalf using your account have provided an invalid flight number and LDCC have not been able to make contact to clarify the correct details. LDCC will send an email to the customer account holder to advise of the situation and the invalid flight number.

Lost Property

LDCC will use reasonable endeavours to return lost property left in vehicles to customers. If the driver is requested to deliver an item found after a trip, LDCC will contact the customer to arrange delivery to an agreed location. Applicable trip charges will apply for all such deliveries.

Disputes Corporate

Client Credit Card Billing

For customers with corporate accounts including registered credit card details, all charges applied to the customer's credit card will be taken to be correct and payable in accordance with these Terms and Conditions unless LDCC receives a written objection within 35 days of the charge date detailing the nature and specifics of the matter(s) in dispute, together with copies of any vouchers the subject of the dispute.

Individual Clients Credit Card Billing

For Individual accounts, all charges applied to the customer's credit card will be taken to be correct and payable in accordance with these Terms and Conditions unless LDCC receives a written objection within 35 days of the charge date detailing the nature and specifics of the matter(s) in dispute, together with copies of any vouchers the subject of the dispute.

Provisions relating to all Disputes

All disputes and related documentation must be forwarded to the attention of our Disputes Department in writing via email admin@luxurydrivenchauffeuredcars.com. All disputes will be reviewed and a written response provided within 10 business days. Any investigation that ultimately establishes a charge as a valid credit card charge by LDCC will incur an administrative fee of \$100. Charges applied for Service will be considered final and non-refundable unless a dispute is notified to LDCC within the applicable period provided in these Terms and Conditions.

Mediation

In the event of a dispute arising out of or relating to these Terms, the parties shall first attempt to resolve the dispute through good faith negotiations. A party initiating negotiation shall provide written notice to the other party specifying the nature of the dispute. If the dispute remains unresolved ten (10) business days after such notice (or such longer period as the parties mutually agree in writing), either party may refer the dispute to mediation. Mediation shall be conducted in Melbourne, Victoria, unless otherwise agreed by the parties in writing. Each party shall bear its own legal and other costs incurred in connection with the mediation. The parties shall share equally the fees and expenses of the mediator and the administrative costs of the mediation. No party may commence any court or arbitration proceedings in respect of a dispute arising under these Terms unless it has complied with this clause, except where a party seeks urgent interim, injunctive, or equitable relief to preserve rights or property pending resolution under this process.

The Responsibility of the Hirer

- The customer shall be solely responsible for the behaviour of the customer and all other customers of the customer's party and shall be solely responsible for all damage caused to the vehicle.
- The customer shall be solely responsible and liable for any damage caused both inside and outside the vehicle by the customer or a customer of the customer's party. This includes behaviour resulting in damage to the vehicle or its contents by a third party.
- The customer expressly agrees to indemnify LDCC for the full retail cost of any repair as a consequence of any such damage caused. The customer further agrees that LDCC may at its sole discretion determine the repairer(s) of any such damage to the vehicle.
- The customer shall be responsible for payment of a fixed rate, which shall be determined by LDCC at its sole discretion, for the period during which a vehicle is unable to be used as a consequence of such damage and/or repairs.
- The customer shall be responsible for any losses incurred or resulting from lost bookings due to such damage and/or repairs.
- The customer holds LDCC, its related bodies corporate, drivers, agents and employees harmless in respect of any liability for personal or material damage arising from the conduct of the customer and/or the customer's party.
- While LDCC will endeavour to return to customers any lost items, LDCC, its related bodies corporate, drivers, agents and employees shall not be held liable or responsible for any articles left in vehicles. Customer indemnifies LDCC, its related bodies corporate, drivers, agents and employees in respect of any such liability or responsibility.
- The consumption of food is not permitted in any vehicle except by specific prior written agreement.
- Any electronic entertainment devices provided in the vehicles are supplied for passengers' entertainment. Any abuse or misuse of equipment (eg. remote controls) will result in the use of such items and service being terminated immediately. This includes improper or disruptive use of microphones, abusive or inappropriate language or other conduct which may be heard outside of the vehicle. This, and any other behaviour deemed to be inappropriate at the sole discretion of the driver, may result in termination of the Service immediately. Damaged and/or lost equipment (including microphones or remote controls) are the sole responsibility of the customer and will incur a charge equal to the greater of \$200 and the retail cost of the relevant item.

- LDCC may recover from customers any costs or expenses incurred in respect of the loss of any property provided in vehicles.
- The customer acknowledges and agrees, including for and on behalf of all customers of customer's party, that there **is a strict no smoking policy in all LDCC vehicles at all times.**
- LDCC does not permit the consumption of illegal drugs whilst in the vehicle. Failure to comply with this requirement will result in immediate termination of Service and may also result in criminal or other legal sanctions.
- Irresponsible behaviour that causes damage to the vehicle or endangers the safety of the driver or other passengers will not be condoned. This includes, but is not restricted to, sitting on the exterior of the vehicle, extending any part of the body out of vehicle windows, shouting, rudeness to or arguing with the driver, misuse of equipment, fixtures or consumables in the vehicle or willful damage to the vehicle.
- In the event that a vehicle is involved in an accident or experiences mechanical failure or is otherwise no longer in a state to provide safe Service, then LDCC shall immediately use all reasonable endeavours to make alternative arrangements on the affected customer's behalf. LDCC may at its sole discretion determine the method of onward travel. The hirer specifically accepts that the provision of Service to customer is, in all circumstances, provided on 'a best endeavours' basis, and LDCC will accordingly do anything in its power to assist as appropriate. However, the customer acknowledges that there can be no specific guarantees in connection with the provision of Service (in terms of time, reliability of the vehicle provided or other events out of the reasonable control of the driver or LDCC).

GST

The parties agree that all prices and consideration referred to in these Terms and Conditions or otherwise quoted and charged in connection with the provision of Services, are inclusive of GST, unless expressed otherwise. If a party (Supplier) makes a supply in respect of which GST is imposed and that that supply is not inclusive of GST in the manner specified in this section, then the consideration for the supply (Consideration) is increased by, and the recipient of the supply must also pay to the Supplier, an amount equal to the GST payable by the Supplier on the supply. Any increased amount under this paragraph will be payable to the Supplier in the same manner and at the same time as the Consideration is payable to the Supplier (as provided in these Terms and Conditions or as otherwise agreed in writing), provided that the recipient has received from the Supplier a tax invoice in the form

required by GST Law. In this section, a word or expression defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) has the meaning given to it in that Act.

Privacy

Commitment to Privacy

We are committed to protecting your privacy. Information collected from you is used solely to provide and improve our Services. Your personal details may be shared only with the Driver or third-party suppliers where necessary to deliver the Services and only under a duty of confidentiality.

Privacy Policy

Please review our separate Privacy Policy to understand how we protect your information and adhere to the Australian Privacy Principles.

Confidentiality Policy

Client Confidentiality is of the utmost importance at LDCC.

We take breaches of this policy very seriously and urge any client who feels it has been breached to contact us as soon as possible. Our drivers follow the following rules:

Anyone in the employment of LDCC, be it as a driver or office employee, will not divulge client information or whereabouts at any time without express written authorization from the employer and client. This disclosure will only happen where there is a warrant for the aforementioned information and will only be handed over to a legal practitioner.

Clients have a right to safe and worry-free travel with LDCC, and as such have an expectation of a level of service at which the client will not be placed in danger due to the actions of the driver in regard to their personal information and destination.

It is part of our contractual obligation to our drivers that they read and understand this policy, and that any breach of this policy could result in termination of their contract to work with LDCC.

Upon termination of employment, employees and/or affiliates (contractors) agree to not canvas, solicit, or endeavor to entice away from LDCC or any subsidiary, any person who or which at any time during the last 12 months of their association with LDCC, was a client and/or customer of LDCC.

The employee/contractor understands that for their duration of employment with LDCC, they have a responsibility not to disclose client information or private business information that may be considered private or confidential.

Site-specific provisions

All material on the Site is copyright protected or otherwise the subject of intellectual property rights owned by LDCC or its related bodies corporate. Any breaches will be prosecuted to the full extent permitted by law. The trademarks and logos used on the Site are registered trademarks of LDCC or its related bodies corporate or are otherwise used under license from others. Persons accessing the Site are not, by doing so, granted any license or other right to use in any way any trademark or logo displayed on the Site without prior written permission of the owner. The materials on the Site are provided without warranties of any kind, either express or implied. Customers specifically agree that LDCC and each of its related bodies corporate and affiliated entities, shareholders, officers, directors, employees, agents is not liable for any defamatory, offensive or illegal conduct of any other user. If the customer is dissatisfied with the Site, or any materials on the Site, the sole and exclusive remedy is to discontinue using the Site.

General Provisions

By using the Site or by engaging LDCC to provide Services customers agree to be bound by these Terms and Conditions. LDCC reserves the right, at any time, to modify, alter or update these Terms and Conditions. Customer agrees to be bound by any such modifications, alterations or updates. To the maximum extent permitted by law, LDCC will not be liable in any circumstances for any special or punitive damages, or indirect, incidental, economic or consequential loss (including loss of profits, revenue, opportunity or goodwill) suffered or incurred by the customer or any customer of the customer's party, arising out of or in connection with the provision of the Services or the use of the Site, whether in an action in tort (including negligence), public liability, under statute or contract, and whether or not such loss or damage was foreseeable, even if advised of the possibility of the loss or damage. Customer agrees to indemnify LDCC and each of its related bodies corporate and affiliated entities, shareholders, officers, directors, employees, agents, distributors and vendors, from and against any and all third party claims, demands, liabilities or expenses resulting from customer's breach of any of these Terms and Conditions. Subject to those warranties expressly stated in these Terms and Conditions and those warranties which cannot be specifically excluded under the Competition and Consumer Act (Cth) 2010 and other applicable State and Territory legislation, all other terms, conditions, warranties, undertakings, inducements or representations, whether express or implied are expressly excluded. Each LDCC booking is for all relevant purposes under these

Terms and Conditions taken to constitute a request for transportation by customer, which is then offered by LDCC to drivers (who are contractors/affiliates and are independent of LDCC). LDCC does not and cannot guarantee the availability of transportation or the provision of Services to satisfy such request. LDCC accepts no responsibility for any Act of God or misadventure, delay caused by accidents, breakdowns, unfavourable road conditions or the other causes beyond its control. LDCC does not guarantee arrival at or departure from any point at a particular time. If an Act of God, public enemies, authority of law, quarantine, perils of navigation, riots, strikes, the hazards or danger incidental to a state of war, accidents, breakdowns, unfavourable road conditions, storms or other condition beyond its control make it, in the opinion of LDCC or the allocated driver, impossible or inadvisable to provide Services in connection with a booking, either from the place of origin or any point on route, LDCC shall not be liable therefore, or be held for damages for any reason whatsoever. Customer warrants and represents that it has made its own inquiries as to the suitability of the Services for its requirements and that it has not relied on any warranties or representations by LDCC in relation to the performance or suitability of the Services except as are stated in these Terms and Conditions. This agreement is governed by and shall be construed in accordance with the laws of the state of Victoria and the Commonwealth of Australia. If any provisions of this agreement shall be unlawful, void, or unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any of the remaining provisions.

Covid Safe Measures

LDCC employs specific cleaning methods to ensure compliance with all state and federal government Covid-19 requirements. Our drivers sanitise their cars regularly and wear masks when required to do so by our passengers. All surfaces of the vehicle are regularly sanitised. If you have any further questions, please contact us below to further discuss your needs and requirements.

Child Safety Policy

LDCC is committed to being child safe and a child friendly service.

All drivers, employees and contractors must adhere to this policy when dealing with any transfer that involves the safety of a minor. Breaching this policy will result in strict disciplinary action. Non-Compliance with this policy may include misconduct, harassment, discrimination or any contravention of the law. The main priorities of this policy are to ensure:

- The safety of minors who are arriving in Australia unaccompanied and require transport services to home stay accommodation.
- That minors are met by a nominated adult when taking them to their homestay accommodation. Only chauffeurs with a valid Working With Children Check come in contact with and/or transport minors.
- The safety of minors from culturally and/or linguistically diverse backgrounds.

This is accomplished by:

Developing a system that reflects the risks of child abuse within LDCC. Take a preventative, proactive and participatory approach to child safety. Recognize and respect children's rights. Engage people who are suitable to work with children. Report suspected abuse, neglect or mistreatment promptly to the appropriate authorities. Respect diversity in cultures and child rearing practices while keeping child safety paramount. Share information appropriately and lawfully with other organisations where the safety and well-being of children is at risk. Drivers transporting minors will hold a valid Working with Children Check (WWCC) and verify the identity of the receiving adult.

Data Retention Policy

We will only collect personal information about you by lawful and fair means and not in an unreasonably intrusive manner.

The types of personal information we may collect, and hold include contact information (e.g. name, email address and mobile phone number).

We may collect personal information from you in a number of ways including face-to-face, over the telephone, through an online form or portal or by email.

We collect, use and hold your personal information as part of our transaction processes and to provide you with ongoing services. If you wish to opt out of this, please let us know via email or telephone as listed on our contact page.

Data will be used for the following purposes:

- where authorised by you;
- in a manner you would reasonably expect the use to occur;

- to verify your identity;
- where we are required, authorised or permitted by law;
- for administration of services;
- to provide you with information about our services
- We will not sell your personal information to any third parties.
- We may disclose your personal information:
 - when specifically authorised by you;
 - to professional, medical and insurance advisors;
 - to regulatory bodies and government agencies;
 - as required by law or court order.

We may use your personal information to contact you (including by mail, telephone call, text message or email) in relation to our services and offers we have available we think may be of interest to you.

You may opt-out of receiving marketing information by contacting us via our contact form, email, or telephone.

If you do not provide requested personal information, we may be unable to provide you with our services, or at least not at our usual high standards.

We will take reasonable steps to ensure: personal information that we collect, hold, use and disclose is accurate, complete and up to date, relevant and not misleading; to protect the personal information that we hold from misuse, interference and loss and from unauthorized access, modification or disclosure by storing it in secure servers and on a secure record management system; and where permitted by law, destroy or permanently de-identify personal information that is no longer needed for any purpose that is permitted by the Privacy Act.

If you have any concerns or complaints about the manner in which your personal information has been collected or handled by LLDC, please contact us immediately to best remediate the situation. Personal data is retained for as long as needed post-booking unless deletion is requested. Deletion requests will be processed within 30 days, except where retention is required by law (e.g., tax records). EU/UK residents enjoy GDPR rights as detailed in our main Privacy Policy.

Account Termination

Customer-Initiated Termination:

If you wish to terminate and permanently delete your account, please send an email request to admin@luxurydrivenchauffeuredcars.com.au. Upon receiving your request, we will promptly process the closure of your account and permanently remove your associated personal data from our systems, subject to any legal or regulatory obligations that may require certain records to be retained for a specified period.

Termination by LDCC:

We may suspend or terminate your account at any time, with or without notice, for any reason including, but not limited to, non-payment, breach of these Terms, or suspected fraudulent, abusive, or illegal activities. In such cases, all future bookings may be cancelled, and we are not liable for any lost revenue or information. Upon termination, your access to the website and Services immediately ceases, and we may delete your account and related data.

Liability

Service Use at Your Own Risk:

You acknowledge that you book and use our Services at your own risk. While we endeavour to ensure our Cars, Drivers, and Services are available, punctual, and in good order, various circumstances beyond our control (e.g. traffic delays, weather conditions, mechanical breakdowns, force majeure events such as, including but not limited to, pandemics, natural disasters, government mandates, strikes, or terrorism.) may affect service delivery.

Limitation of Liability

To the fullest extent permitted by law, including the Australian Consumer Law (ACL), we disclaim liability for any direct, indirect, incidental, or consequential losses or damages related to your use of our Services. Our total liability in any claim shall not exceed the amount you paid for the Car Hire Service. We use contractors from time to time to deliver our Services. Nothing in these Terms excludes, restricts, or modifies any consumer guarantee, right, or remedy conferred on you by the Australian Consumer Law (ACL) or any other applicable law that cannot be excluded, restricted, or modified by agreement. Whilst we vet and ensure we use only professional qualified drivers, we are not responsible, to the extent permitted by law, for any contractor driver conduct or issues.

Exclusion Examples:

We are not liable for, but not limited to:

- Lost property or valuables.
- Damage to clothing or wedding attire.
- Late arrival or no-show of a driver.
- Any occurrences, including traffic delays, weather issues, vehicle breakdown, or illness.
- LDCC's liability for delays is limited to refunding the booking fee. This does not apply where the delay results from our negligence or breach of ACL guarantees.

Indemnification

You agree to indemnify and hold LDCC harmless from any claims arising out of your breach of these Terms or any conduct during your service.

No Waiver

Our failure to enforce any part of these Terms does not constitute a waiver of our rights.

Website Services and External Links

Website Hosting and Security

Our website is provided by third-party vendors and hosting partners. You must not transmit any viruses, malware, or unsolicited materials through the website. While we strive to maintain uninterrupted, secure, and error-free access, we do not guarantee that the website will always be available or free of viruses.

External Links

The website may contain links or advertisements to third-party websites for your convenience. LDCC does not endorse or accept any responsibility for the content or advice provided by these third parties.

Intellectual Property

Ownership

All custom graphics, icons, logos, and service names are the registered trademarks, copyright, trade, or service marks of LDCC. Other trademarks appearing on the website belong to their respective owners.

Usage Restrictions

You are not granted any right to use our trademarks, service marks, logos, or any other intellectual property without written permission from the owner. Unauthorized use may lead to legal action.

Exclusion of Competitors

If you are engaged in creating similar documents, information, goods, or services for a fee either for business or domestic users, you are considered a competitor. You are expressly prohibited from using or accessing our website to download or obtain any documents or information without our permission. Any breach of this provision will make you liable for all losses and profits we may forfeit as a result, and we reserve the right to exclude you from using our website and services.

- Competitors may request written permission to use LDCC's T&Cs for benchmarking purposes.
- Permission will not be unreasonably withheld for legitimate benchmarking purposes.
- Benchmarking requests must be submitted in writing via email.
- LDCC will respond to benchmarking requests within 14 business days.
- LDCC reserves the right to deny permission if the request poses a competitive risk.

Governing Law

These Terms are governed by the laws of Victoria, Australia. Both you and LDCC agree to submit any disputes arising under these Terms exclusively to the courts of Victoria. By confirming a booking with LDCC, you acknowledge that you have read, understood, and agree to these Terms. Should you have any questions or require further clarification, please contact us using the contact information provided on our website or App. Disputes will be resolved in Victorian courts or via mediation (as mentioned above and at LDCC's discretion).

Effective: 15/03/2026.