

Terms of Service for Your Private Driver

ABN 11 841 810 616

1. General

- a. By using the services provided by Your Private Driver the Passenger agrees to these Terms of Service and will abide by them.
- b. Your Private Driver reserves the right to modify, update or change these Terms of Service at any time without prior notice. All updates will be published at <https://yourprivatedriver.com.au/termservice>

2. Your Private Driver

- a. Will be on time for Passengers.
- b. Will communicate with Passengers if a Driver is delayed prior to the booked time.
- c. Will always be respectful and courteous.
- d. If Your Private Driver are not on time the Passenger's fee will be compensated. *Refer 4 Guarantees*

3. Passengers

- a. Will be on time for transfers.
- b. Will always be respectful and courteous.
- c. Will be responsible for providing legally regulated child seating as identified by <https://safetransport.vic.gov.au/>
- d. Will advise Your Private Driver at least 48 hours prior to the day of their transfer of additional time needed to (i) fit child safety seating or (ii) fill a vehicle with miscellaneous items other than luggage.
- e. Passengers **must not** have open alcoholic beverages in any vehicle at any time. **Non-compliance may result in refusal or immediate termination of service.**
- f. Smoking is prohibited in all Commercial Passenger Vehicles, including e-cigarettes or vaporisers (vapes). Your Private Driver may immediately terminate the transfer. **Non-compliance may result in refusal or immediate termination of service.**

4. Guarantees

- a. If we are late, we pay.
- b. If Your Private Driver is not on time the Passenger's fee will be compensated.
- c. Local
 - i. Receive a reduced fee of \$28.00 if waiting more than 5 minutes
 - ii. This excludes delays caused by force majeure, being involved in an accident, emergency road and utilities works
- d. Charter Hire
 - i. Receive a reduced fee of \$28.00 if waiting more than 5 minutes
 - ii. Receive a reduced fee of \$50.00 if waiting more than 15 minutes
 - iii. This excludes delays caused by force majeure, being involved in an accident, emergency road and utilities works
 - iv. Your Private Driver may arrange an alternate service provider at no cost to the Passenger if the waiting time exceeds 30 minutes
- e. Weddings - Traveling to the Wedding Venue
 - i. Receive a reduced fee of \$28.00 if waiting more than 5 minutes
 - ii. Receive a reduced fee of \$50.00 if waiting more than 15 minutes
 - iii. This excludes delays caused by force majeure, being involved in an accident, emergency road and utilities works or pr

- iv. Your Private Driver may arrange an alternate service provider at no cost to the Passenger if the waiting time exceeds 30 minutes
- f. Weddings - Travelling from the Wedding Venue
 - i. If Your Private Driver are transferring the Bride and Groom, all subsequent bookings from this event may be delayed.
 - ii. Receive a reduced fee of \$28.00 if waiting more than 10 minutes
 - iii. This excludes delays caused by force majeure, being involved in an accident, emergency road and utilities works or departure of brides/grooms
 - iv. Your Private Driver may arrange an alternate service provider at no cost to the Passenger if the waiting time exceeds 30 minutes
- g. Airport Transfers- Traveling to the Airport
 - i. Receive a reduced fee of \$28.00 if waiting more than 5 minutes
 - ii. Receive a reduced fee of \$50.00 if waiting more than 20 minutes
 - iii. This excludes delays caused by force majeure, being involved in an accident, emergency road and utilities works
 - iv. Your Private Driver may arrange an alternate service provider at no cost to the Passenger if the waiting time exceeds 30 minutes
- h. Airport Transfers- Traveling from the Airport
 - i. Receive a reduced fee of \$28.00 if waiting more than 15 minutes at the designated pickup point, after contacting Your Private Driver and informing them they are leaving terminal building
 - ii. Receive a reduced fee of \$75.00 if waiting more than 25 minutes at the designated pickup point, after contacting Your Private Driver and informing them they are leaving terminal building
 - iii. This excludes delays caused by force majeure, congestion on the approach to and within the public pickup areas, being involved in an accident, emergency road and utilities works
 - iv. Your Private Driver may arrange an alternate service provider at no cost to the Passenger if the waiting time exceeds 35 minutes

5. Wait Fees

- a. A wait fees DO NOT APPLY to passengers travelling from medical appointments or Airport Pickups
- b. If a Passenger is delayed Your Private Driver will-
 - i. Wait 5 minutes then charge a \$1.15 per minute wait fee
 - ii. Any additional charges will be
 - 1. invoiced to Passengers who have prepaid their fee or
 - 2. added to the fee for Passengers paying at the time of transfer

6. Cancellations & Refunds

- a. Local
 - i. A Passenger has the right to cancel their transfer if;
 - 1. Your Private Driver will be arriving or has not arrived 10 minutes after the scheduled pickup time.
 - 2. If a booking is cancelled within 72 hours, then Your Private Driver will refund any payments made within 5 business days, excluding the booking fee.
 - 3. If a booking is cancelled within 48 hours, then Your Private Driver will refund any payments made within 5 business days, excluding the booking fee and the deposit.

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4. If a booking is cancelled after 48 hours, then Your Private Driver will NOT refund any payments made.
 - ii. Your Private Driver has the right to cancel, without refund, a transfer if;
 1. A Passenger has not arrived more than 10 minutes after the scheduled pickup time
 2. A Passenger requests or attempts any illegal or unsafe actions or activities
 3. A Passenger is delayed by more than 20 minutes from the scheduled pickup time from a medical appointment
 4. A Passenger has NOT advised Your Private Driver at the time of booking that additional time is required to
 - a. fit child safety seating
 - b. fill a vehicle with multiple miscellaneous items other than luggage
 - b. Charter hire
 - i. A Passenger has the right to cancel their transfer if;
 1. Your Private Driver will be arriving or has not arrived 10 minutes after the scheduled pickup time.
 2. If a booking is cancelled within 7 days, then Your Private Driver will refund any payments made within 5 business days, excluding the booking fee.
 3. If a booking is cancelled within 72 hours, then Your Private Driver will refund any payments made within 5 business days, excluding the booking fee and the deposit.
 4. If a booking is cancelled after 72 hours, then Your Private Driver will NOT refund any payments made.
 - ii. Your Private Driver has the right to cancel, without refund, a transfer if;
 1. A Passenger has not arrived more than 30 minutes after the scheduled pickup time
 2. A Passenger requests or attempts any illegal or unsafe actions or activities
 - c. Weddings
 - i. A Passenger has the right to cancel their transfer if;
 1. Your Private Driver will be arriving or has not arrived 10 minutes after the agreed pickup time.
 2. If a booking is cancelled within 7 days, then Your Private Driver will refund any payments made within 5 business days, excluding the booking fee.
 3. If a booking is cancelled within 48 hours, then Your Private Driver will refund any payments made within 5 business days, excluding the booking fee and the deposit.
 4. If a booking is cancelled after 48 hours, then Your Private Driver will NOT refund any payments made.
 - ii. Your Private Driver has the right to cancel, without refund, a transfer if;
 1. A Passenger has not arrived more than 10 minutes after the agreed pickup time
 2. A Passenger requests or attempts any illegal or unsafe actions or activities
 3. A Passenger has NOT advised Your Private Driver at the time of booking that additional time is required to
 - a. fit child safety seating

- b. fill a vehicle with multiple miscellaneous items other than luggage
- d. Airport Transfers
 - i. A Passenger has the right to cancel their transfer if;
 - 1. Your Private Driver will be arriving or has not arrived 10 minutes after the agreed pickup time.
 - 2. If a booking is cancelled within 72 hours, then Your Private Driver will refund any payments made within 5 business days, excluding the booking fee.
 - 3. If a booking is cancelled within 48 hours, then Your Private Driver will refund any payments made within 5 business days, excluding the booking fee and the deposit.
 - 4. If a booking is cancelled after 48 hours, then Your Private Driver will NOT refund any payments made.
 - ii. Your Private Driver has the right to cancel, without refund, a transfer if;
 - 1. A Passenger has not arrived more than 10 minutes after the agreed pickup time
 - 2. A Passenger requests or attempts any illegal or unsafe actions or activities
 - 3. A Passenger is delayed by more than 30 minutes from the agreed pickup time from Melbourne Airport
 - 4. A Passenger has NOT advised Your Private Driver at the time of booking that additional time is required to
 - a. fit child safety seating
 - b. fill a vehicle with multiple miscellaneous items other than luggage
 - 5. A Passenger has NOT advised Your Private Driver at the time of booking that additional luggage capacity is required

7. Vehicles

- a. Unless otherwise stated all vehicles are booked as a Regular Service- cleaned daily they may have encountered weather and road conditions. (i.e. dust and mud on the exterior or debris in the interior).

8. Payment

- a. Payment of deposits and / or balance of booking fees can be made by -
 - Direct Debit
 - BSB 633-000
 - Account 163112063
 - J P Davis & N Freestone-Davis
- b. Credit card over the phone
- c. Payment, by prearrangement at time of transfer, may be paid by cash or with credit card
- d. A booking will not be confirmed until the specified deposit on an invoice has been paid by the Passenger.
- e. Unless payment at time of transfer has been prearranged between Your Private Driver and the Passenger, balance of payment must be paid by the specified date on the Passenger's booking confirmation to guarantee provision of service.
- f. Payment methods and due dates for payment of balances will be specified on all booking confirmations, invoices and deposit receipts.



9. Pricing

- a. Quotes are valid for
 - i. 30 days for events
 - ii. 7 days for individuals
- b. All pricing includes all tolls, Taxi Service Levy and GST

10. Fire Danger Ratings

- a. With a focus on keeping our Passengers and Team safe we do not deliver our service on days declared by the CFA as Catastrophic and reserve the right to modify or cancel our service on days declared by the CFA as Extreme
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