

# Terms and Conditions

Updated 1<sup>st</sup> July 2020



GranTourismo Perth

Authorisation: 1002695 ABN:20456059005

- 1. Maximum Luggage:** All luggage must be stowed in the boot or rear wagon space. Luggage cannot be carried on passenger seats within the cabin, as this goes against local laws and can invalidate our insurance.
- 2. Maximum Passengers:** The maximum number of adult passengers for each vehicle is generally determined by the number of seatbelts, minus the number of child seats or booster seats. The 'comfortable' limit is generally less, and for luxury travel we suggest no more than two passengers per row. For children under 7 years we can arrange child seats. Luggage limitations always supersede the seatbelt limit.
- 3. Booking Deposits:** Private reservations must be confirmed before the day of travel with a non-refundable booking fee of 30% of the total estimate. We may request a higher amount for special events or large bookings. Contract accounts do not need to place a deposit.
- 4. Payment Terms:** Full cleared payment must be received by GranTourismo before the start of each booking. Terms are 60 days for weddings and large bookings, 7 days for touring, and 2 days for private charters, as-directed or general transfers. Contract and affiliate customers enjoy payment terms of 14-days on our monthly invoice. We do not accept cheques.
- 5. Vehicle Arrival Time:** For safety, we intend to have vehicles in-position at least 5-minutes prior to the agreed pickup time. For VIP transfers this can be extended to 15-minutes, to allow for in-car preparation. For flight arrivals, drivers will endeavour to track and automatically adjust for the actual flight arrival time, (subject to the accuracy of internet flight data sources). For domestic and FBO jet arrivals, we endeavour to have vehicles in position 10-minutes before the actual landing time. For international arrivals, we endeavour to have vehicles in position at the landing time, (as baggage collection delays and border controls provide an adequate safety buffer).
- 6. Vehicle Class Upgrades:** GranTourismo may automatically upgrade sedan bookings to the luxury SUV class at no extra cost, depending on vehicle availability and capacity. Luxury SUV vehicles will not be automatically upgraded to the MPV class without explicit customer approval, or unless the luggage exceeds the safe capacity of the vehicle.
- 7. Booking Cancellations:** Must be made in writing or by email and acknowledged by GranTourismo. Refunds as follows:
  - (a) Weddings:** If advised 12-months before the wedding date, we will refund 100% of the remaining balance paid. Between 12-months and 6-months out, we will refund 50% of the balance paid. Within 6-months of your wedding date, there is NO refund and the full balance is due. Booking fees (deposits) are not refundable at any stage.
  - (b) Tours:** Cancellations 60 days or more before tour departure receive the full amount paid, less any upfront or out of pocket expenses. Cancellation 59 to 31 days before departure refunds the balance (if paid in full), minus the booking fee (deposit) of 30% and any upfront or out of pocket expenses. Cancellation less than 30 days before departure receive NO refund, and the full balance is payable. You are encouraged to obtain travel insurance. In certain circumstances, this will cover the cost of cancellation.
  - (c) Private Charters:** Cancellations 30 days or more before tour departure receive the full amount paid, less any upfront or out of pocket expenses. Cancellation 29 to 8 days before departure refunds the balance (if paid in full), minus the booking fee (deposit) of 30%. Cancellation less than 7 days before departure receive NO refund, and the full balance is payable.
  - (d) Contract Accounts (Hotels & Aviation):** Cancellations 12 hours or more before departure time receive a FULL REFUND, less any upfront or out of pocket expenses. Cancellation less than 12 hours before departure time receive NO refund, and the full contract rate is payable.
- 8. Customer Triggered Overtime:** If a delay is triggered by our customer actions (or their travel group) and this causes the booking to go over the agreed hire duration, then overtime may apply. These include shopping, eating, smoking, waiting for friends, misplaced items, lost mobile devices, buying phone cards, and bathroom visits. Standard transfers are limited to 60 minutes duration, from pickup-time to dropoff-time. Overtime then applies per vehicle at our standard rates. All overtime is subject to vehicle availability. Contract accounts receive up to 30 minutes of complimentary waiting time.
- 9. Airport Triggered Overtime:** If a delay is triggered by the airport (or carrier) and this causes the booking to go over the agreed hire duration, then we may provide complimentary waiting time. This is at our discretion and intended to cover specific delays such as customs and border control processing. This does not include customer driven delays (see above). Complimentary waiting time for domestic flights is limited to 15-minutes, and for international flights 45-minutes. Lost luggage is limited to 60-minutes waiting time. Overtime then applies per vehicle at our standard rates. All overtime is subject to vehicle availability. Contract accounts receive up to 60 minutes of complimentary waiting time.
- 10. Alcohol & Beverages:** We only permit the consumption of bottled water in our vehicles. We may grant exemptions if requested in writing BEFORE the day of travel. All non-water spillages are regarded as damage.
- 11. Food or Smoking:** No food, snacks or chewing gum is permitted in our vehicles. Wedding and picnic food by prior arrangement only. Smoking or vaping is not permitted in, or around our vehicles. Any soiling, burning or staining of the vehicle interior is regarded as damage.

**12. Vehicle Damage:** Clients are fully liable for any damage caused to our vehicles either by the customer themselves or a member of their travelling party. For beverages such as juice, soft drink, wine, champagne, premix, and beer, the minimum cleaning fee is A\$250. For cosmetics, sunscreen and food, the minimum cleaning fee is A\$500. For cigarettes, cigars and vaping, our deodorisation fee is A\$500 per trip. For bodily fluids, vomit or chewing gum the minimum cleaning fee is A\$750. For exterior scratches or dents the minimum fee per panel is A\$1000. The cost of any repair or replacement of vehicle carpets, seating and other components in addition to the minimum fees above. We reserve the right to charge an agreed fee of \$500 for each day the vehicle is unavailable for work due to your damage.

**13. Surcharges:** Additional fees may apply on public holidays, and for late night transfers between the times 12:01am - 5:59am.

**14. Administration Fees:** Major changes to tour and wedding bookings, such as dates, pickup times, and vehicle specifications, may incur an administration fee. Any non-recoverable expenses that we have incurred as a result of your changes are additional costs.

**15. Card & Processing Fees:** When paying by credit card and PayPal any merchant or card processing fees are added to your invoice/estimate. To avoid card fees, we offer EFT and cash options.

**16. Credit Card Authorisation:** You hereby authorise GranTourismo to charge your credit card for any additional charges for administration, overtime, surcharges, cleaning, damage, and card fees.

**17. Payment Default:** You hereby agree to indemnify GranTourismo against all costs associated with recovery of overdue invoices, or subsequent invoices for administration, vehicle cleaning, vehicle damage, and overtime.

**18. Social Media:** GranTourismo reserves the right to use photos and video of our vehicles during bookings for business promotion. Clients are welcome to explicitly opt-out and we will gladly remove/hide any images that you request. Hotel and contract accounts are exempted.

**19. Unforeseen Circumstances:** GranTourismo cannot assume responsibility for any unforeseen circumstances beyond our control such as traffic, weather, illness, vehicle breakdown, emergency, or pandemic. Should your requested vehicle be unavailable on the day, we reserve the right to substitute a similar or better vehicle at no extra cost.

**20. Behaviour:** GranTourismo reserves the right to not transport any individual(s) who displaying signs of intoxication. Passengers who appear behave in an unacceptable manner (eg. rude, anti-social, boisterous, uncoordinated, disorderly, aggressive, difficult) will not be permitted to travel, and the transfer will immediately be cancelled with no refunds.

**21. Information Provided by You:** You are responsible for providing accurate, timely and complete information in connection with your bookings. GranTourismo is not responsible for any claims relating to any inaccurate, untimely or incomplete information provided to us by you or your agents. GranTourismo will only use your information in accordance with our Privacy Policy.

**22. Acceptance of Risk:** You acknowledge that all travel involves an element of risk and that some tours offered may be adventurous in nature and may involve personal risk. You hereby assume all such risk and you, your estate, your family, heirs and assigns hereby release GranTourismo and the Tour Guide from all claims and causes of action whatsoever arising from any injury, death or other damages, both pecuniary and non-pecuniary, to you that may occur as a result of your participation in the tours offered.

**23. Limits of Liabilities:** In all cases, GranTourismo, it's owners, operators and driver's maximum liability shall be limited to a full refund of monies paid for the contracted transfer in question. We will take due care, but no liability will be assumed beyond consumer laws in WA. You agree not to claim for liquidated damages, consequential loss or for any other eventuality.

**24. Force Majeure:** GranTourismo shall not be liable or responsible for any delay in performance or non-performance, in whole or in part, by reason of circumstances beyond its control. Including but not limited to: pandemics, national emergencies, acts of civil or military authority, labour difficulties, fire, mechanical breakdown, unusually severe weather conditions, acts of war or terrorism, computer system or communications failure, and acts of God.

**25. Acceptance of our Terms and Conditions:** You acknowledge that by receiving our estimate or invoice via email or other electronic delivery, that you accept and agree to these terms and conditions.

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