

## Perth Platinum Tours and Platinum VIP Charters Terms and Conditions

1. **Alcohol:** While it is legal in WA for adults to consume alcohol while travelling in a some licensed Charter Vehicles (up to 14 passengers), it is subject to your driver explicitly approving it. You must ask BEFORE the travel booking day. Spillages are regarded as damage. Major spillages can result in termination of travel without refund.

2. **No Food or Smoking:** No food or chewing gum is permitted in our vehicles. Strictly no take-away food, even in unopened containers or bags. Wedding food by prior arrangement. Smoking or vaping is not permitted in, or around the vehicles.

3. **Damage:** Clients are liable for any damage caused to our vehicles either by the client themselves or a member of their travelling party. For wine, champagne, premix or beer, the minimum cleaning fee is \$250. For cosmetics, bodily fluids, vomit or chewing gum the minimum cleaning fee is \$750, plus the cost of any repair or replacement of vehicle parts and components. Our cigarette smoke deodorisation fee is \$500 per car.

4. **Behaviour:** We reserve the right to not transport any individual who may be considered to be under the influence of alcohol or displaying signs of intoxication. Passengers who appear intoxicated or behave in an unacceptable manner (rude, anti-social, loud, boisterous, uncoordinated, disorderly, aggressive, etc.) will not be permitted to travel in the car. At the drivers, sole discretion. We may withdraw all vehicles immediately under these circumstances. No refunds!!

5. **Customer Delays:** If an appointment should go over the time stated in the booking due to customer-triggered delays, overtime rates may apply. This is to discourage conflicts with other customer bookings and to respect our driver's availability. Overtime is \$3 per minute (per car) after the first 15mins, unless specified otherwise on your booking confirmation.

6. **Airport Arrival Delays:** Where possible, our drivers track inbound flights and arrive shortly after the flights actual landing. Your transfer estimate includes some FREE waiting time (Domestic 15 mins; International 30 mins). This covers only airport-triggered delays (gate busy, baggage collection, lost baggage). Its calculated from the published time of landing. After this, we may charge overtime at \$1 per minute (per car), unless specified otherwise on your booking confirmation.

7. **Grace Period:** Our aim is to arrive in advance of the agreed time (except for airport collections). Occasionally, events outside our control cause delays. Provided we arrive within 10 minutes of the scheduled pick up time, it's deemed acceptable and within the terms of our agreement. If practical, we will try to extend your booking period to make up for any delay. Beyond the grace period, we can refund payments or offer a gift voucher, at our discretion.

8. **Deposits:** All reservations must be confirmed with a non-refundable booking fee of either 30% of the total, or A\$300 for weddings. We may request a higher amount for special events.

9. **Cancellations:** Any cancellation must be made in writing or email and acknowledged by Perth Platinum Tours. The date on which the request to cancel is received by Perth Platinum Tours/Platinum VIP Charters, and the booking event type, will determine the refund:

**(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 10 days or more before tour departure receive the full amount paid, less any upfront or out of pocket expenses. Cancellation less than 10 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.

**(b) Charters:** Cancellations 10 days or more before tour departure receive the full amount paid, less any upfront or out of pocket expenses. Cancellation less than 10 days before departure receive NO refund, and the full balance is payable.

10. **Payment Terms:** Full payment must be made prior to the booking taking place, 30% deposit to confirm booking with the balance payable 10 days prior to the tour. We do not accept cheques. Payments can be made by EFT, Visa, MasterCard, American Express.

11. **Surcharges:** Additional fees may apply on public holidays, and for transfers between 12:01am - 5:59am.

12. **Merchant Fees:** There may be additional processing fees for credit cards, debit cards and PayPal.

13. **Administration Fees:** Changes to booking dates, times and vehicle specification may incur an administration fee of between \$30-\$50, unless specified otherwise on your booking confirmation.

14. **Additional Fees:** Any additional charges for delays, overtime, administration, surcharges, cleaning or damage may be automatically charged to your credit card and you hereby agree to this.

15. **Payment Default:** In the event of a payment default we shall engage a debt collection agency and/or law firm. Any commissions and legal costs will be added to the amount outstanding and form part of the debt. We reserve the right to charge an additional 2.5% admin fee on the cumulative balance, per week overdue.

16. **Maximum Passengers:** The maximum number of passengers in our vehicles is typically determined by the number of seatbelts. The 'comfortable' limit may be less. Luggage may also reduce passenger limits such as during airport and cruise line transfers.

17. **Luggage:** All luggage must be safely stowed and strapped in the rear cargo area. Luggage cannot be carried in the passenger space. Large objects like surfboards, and snow boards can be accommodated in a trailer at additional cost.

18. **Social Media:** We reserve the right to use photos and video of our clients during bookings for social media promotion. Clients are welcome to explicitly opt-out via email. We can remove/hide any items that you request.

19. **Unforeseen Circumstances:** We cannot assume responsibility for any unforeseen circumstances beyond our control such as traffic, weather, illness, vehicle breakdown, emergency, etc.. Should your requested vehicle be unavailable on the day, we reserve the right to substitute a similar vehicle.

20. **Limits Of Liabilities:** In all cases, Perth Platinum Tours/Platinum VIP Charters, it's owners, operators and chauffeurs 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.

21. **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 Perth Platinum Tours/Platinum VIP Charters 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.