



**COD**  
**Terms & Conditions**  
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**COD** L29 Chifley Tower, 2 Chifley Square P +61 2 9238 4278 F +61 2 9238 4274

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## Precondition

It is a condition of using Cars on Demand Pty Ltd ACN 138 951 390 (hereafter referred to as **COD**) for ground transport services (**Service**) that you (**customer**) have reviewed and agree to these Terms and Conditions. These Terms and Conditions are posted on the COD website, <http://www.carsondemand.com.au> (**Site**) and are subject to change from time to time at COD's discretion. It is the responsibility of customers and guest users of COD services to familiarise themselves with these Terms and Conditions prior to each booking as they constitute a binding agreement between the customer and COD in relation to the provision of all Services, and may change from time to time.

## Pricing

### ***Pricing Quotes***

Various pricing structures apply to bookings of Services through COD (**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.

COD will, when quoting for Services, endeavour to secure the most attractive and competitive pricing in the circumstances. Pricing indicated via the automated pricing feature on the website are displayed to the best of the ability provided by the mapping tools utilised and COD reserves the right to vary such prices at its discretion.

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 COD by telephone directly on AUS 1300 638 258 to discuss your booking requirements but no verbal pricing quotes will be given. You must secure the price online using the instant quote feature. Alternatively you can email your requirements if they are not available via the website and COD will submit a written quote if the service can be provided. This approach avoids any confusion or misunderstandings arising.

### ***Credit Card Surcharge Elimination***

COD 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.

### ***Additional Charges***

Additional charges may apply and are clearly outlined in the price guide link on the Site Homepage. It is a condition of using COD that you agree to the application of relevant additional charges as outlined and regularly updated on our website.

### ***Gratuities***

COD 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. COD 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.

## Registration

Customers may register with COD online through the Site by way of a simple process, as outlined below. Once registered, customers are 'members' for the purposes of these Terms and Conditions and are referred to as such on the Site.

### ***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 COD's discretion.

### ***Credit Card Registration***

Customers are 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 EWAY. COD itself does not have access to and does not store customer credit card information.

COD 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 the Site will not allow bookings to be made.

Credit Card details should be updated and kept current at all times. Failure to update credit card information which results in a charge error and subsequent need for COD 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. 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.

## Favourite Destinations

Customers may store an unlimited number of easy access destinations by using the 'Favourites' function in their profile. COD does not take any responsibility for the information provided. Customers should enter that information carefully and keep it updated at all times. Any incorrect or out-of-date information which leads to a booking error will be the full responsibility of the customer and full 'no-show' or cancellation fees may apply at COD's discretion.

Airports should never be saved as a favourite destination as mapping software regularly updates coordinates and digital descriptors related to airport locations and using an old “favourite” version of an airport may cause booking errors and pricing inaccuracies. Customers should always type airport required directly into the booking form field and select the first option that appears. Where domestic and international airports (such as Sydney) are in the separate terminals the system will prompt the user to select *Domestic* or *International* and map accordingly.

## **Favourite Guests**

Customers may store an unlimited number of easy access guest profiles by using the ‘Guest Favourites’ function in their profile. COD does not take any responsibility for the information provided. Customers should enter guest information carefully and keep it updated at all times. Any incorrect or out-of-date information which leads to a booking error will be the full responsibility of the customer and full ‘no-show’ or cancellation fees may apply at COD’s discretion.

## **Making Bookings**

COD recommends that bookings be made as far in advance as practical in order to ensure a vehicle can be made available at the time requested. COD will honour any booking made online or by telephone as outlined below, provided all of these Terms and Conditions are met including providing COD with correct booking details (including correct address and contact numbers) and valid credit card details at the time of booking.

All bookings confirmed by COD by email may be taken by the customer to be accepted by COD 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.

COD is unable to guarantee 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 COD.

### ***Airport Bookings***

When making bookings for airport pickups it is essential that you include a valid flight number and indicate the scheduled arrival time of that flight as the pickup time. We offer substantial courtesy waiting times at both Domestic and International Terminals. Please see the section on waiting times for full details.

Client may vary the airport pickup time if they have meetings or other business to attend to at the airport terminal on landing. In any case where the pickup 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 pickup time indicated on the booking sheet. In such cases the courtesy waiting time is the regular 10minutes and in these cases it will commence from the actual pickup time indicated on the booking sheet.

### ***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 pickup time between 8am

and 6pm AEDT daily. Regular bookings can be made either on-line at the Site ([www.carsondemand.com.au](http://www.carsondemand.com.au)) or by telephone (toll free AUS 1300 638 258 or +612 9238 4278).

IMPORTANT NOTE: On-line 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. COD 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.

COD 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 pickup time, or
- made after 6pm AEDT for a scheduled pickup 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 the 24/7 contact number (toll free AUS 1300 638 258 or +612 9238 4278).

COD will make every attempt to place the booking and allocate a vehicle. COD also reserves the right to refuse an urgent booking if a vehicle cannot be allocated on short notice or out of ordinary business hours. COD will endeavour to notify the customer either way in a timely manner.

### ***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.

COD 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 below 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.

COD 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 below for special cancellation conditions relating to Special Vehicle Bookings.

### ***Online Bookings***

COD prefers customers to make bookings online. Online booking is the most efficient means of securing bookings for both customers and COD, and allows COD 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 our 24/7 call centre on 1300 638 258 and an operator can assist an existing customer with creating a booking.

### ***Other Methods of Booking***

All other methods of bookings (including email, text message and voice message) are not accepted by COD, and COD takes no responsibility for any bookings made in any manner other than by booking online or speaking with an operator via phone (AUS 1300 638 258 or +612 9238 4278).

### ***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. A customer can store regular Guest details in the favourites file to make this process easier.
- 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. COD expects full payment directly from the customer whose profile was used, and will not enter into any payment negotiations with the guest customer(s).

These Terms and Conditions apply to all guest bookings.

### **Baby Seats**

COD can provide a baby or child seat for an additional fee of \$15. Please be very clear about this requirement and specify the age of the baby/child at the time of booking. Please note that COD 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.

COD 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 COD operations manager immediately. In such instances, COD will attempt to secure a suitably fitted vehicle on short notice with appropriate seating. If COD is unable to allocate the job within a reasonable timeframe it reserves the right to cancel the booking and the full cost of the booking will be charged to the customer.



## Waiting Time and Charges

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

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

For pickup from an office or residential address or a train station, the courtesy waiting period commences from the scheduled pickup time.

For pickup from an airport, the courtesy waiting period commences upon actual landing of the flight indicated in the booking.

COD 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 \$1.50 per minute for regular sedans and \$2.50 per minute for Special Vehicles (see 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 COD to charge fees for waiting time to the nominated credit card in addition to the agreed price of the relevant Service.

## Meet & Greet

COD offers a 'Meet and Greet' airport service at no extra charge. The allocated driver will be instructed to meet the customer at the limousine 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. COD 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 COD. Customers can access all booking/trip history information and may also print copies of receipts/invoices directly from the booking history.

## Editing Bookings

### **Online Edits**

Customers should make every attempt to make all booking edits online. This is efficient for both the customer and COD, and also allows COD to easily and reliably capture relevant data and maintain an audit trail.

### **Phone Edits**

If a customer does not readily have online access a call can be made to our 24/7 call centre for assistance (1300 635 258 or +612 9238 4278).

### ***Other Modes of Booking Edits***

No other methods of making booking edits (such as email, text message, voice message or communicating with drivers) are accepted by COD, and COD takes no responsibility for any edits purported to be made in any way other than online or by speaking to an operator by calling the COD contact numbers (AUS 1300 638 258 or +612 9238 4278 for overseas callers).

### ***Number of Edits per Booking***

Each time a customer edits a booking a complex chain of events occurs in order to adjust the relevant booking details, and re-organise the allocated driver and in many cases re-assign the booking. COD requests all customers and those making bookings on their behalf to carefully consider their requirements before making or editing a booking.

### ***Time of Edit & Applicable Charges***

#### **More than 8 hours before pickup time:**

COD will make every effort to accommodate booking edit requests, subject to the following conditions.

COD will advise the allocated driver and endeavour to secure the same driver for the revised pickup time. If that driver cannot accommodate the change request due to other commitments then COD will attempt to reallocate the booking to another driver. If COD cannot reallocate that booking then COD reserves the right to refuse and cancel the edited booking without any cost to the customer.

#### **Less than 8 hours before pickup time:**

Booking edits made less than 8 hours before the scheduled pickup time should be made online. COD will make every attempt to accommodate all booking edit requests, subject to the following conditions.

COD 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 COD will attempt to reallocate the booking to a new driver. If COD cannot reallocate that booking then COD 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 pickup time:**

Bookings may be cancelled up to 8 hours before scheduled pickup time without incurring any cost.

Please note that COD 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. Customer acknowledges that such cancellations and associated administration consumes significant time and resources on the part of COD, and whilst it is COD'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 COD Managing Director (see the 'Contact Us' page on the Site for details) and must be made directly by the customer.

**LESS than 8 hours before pickup time:**

Bookings cancelled less than 8 hours before pickup time will incur the following charges:

<b>Length of Notice from Pickup Time</b>	<b>Charge (% of Trip Cost)</b>
Less than 8 but more than 6 hours	50%
Less than 6 but more than 4 hours	75%
Less than 4 hours	100%

COD requests that customers provide notice of any schedule changes well in advance to enable COD 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 COD incurs in the context of late cancellations, having regard to the fact that COD 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. COD is able to attract 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 COD in connection with a special event, COD 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 with a valid credit card by making the booking online as a registered customer.

COD 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 pickup time, either by calling our toll free numbers (AUS 1300 638 258) or making the cancellation online.

If a booking in connection with a special event is cancelled with less than 7 days' notice 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 well in advance of trip dates and are secured on the basis of an hourly rate. When a customer places a booking with COD 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. All such bookings must be secured with a valid credit card by making the booking online as a registered customer.

COD requires that customers holding bookings of special vehicles who need to cancel such bookings do so 7 days or more prior to the scheduled pick up time, either by calling our toll free numbers (AUS 1300 638 258) or cancelling online.

If a special vehicle booking is cancelled with less than 7 days' notice the customer will be charged the full cost of the booking.

## Connecting With the Driver

### ***Driver Text Message***

All COD drivers are obliged to send a text message to the passenger's nominated mobile telephone number approximately 10 minutes prior to the scheduled pickup time. The text message will confirm the driver's name, hire vehicle plate number and that the driver is waiting at the designated pickup 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 Pickup Points***

The customer is responsible for familiarising him/herself with designated airport pickup points and being present at these points for all COD airport pickups. The designated pickup points are outlined on the COD website. You can access the details by clicking on the icon *Finding Your Driver* at the lower left hand side of the home page [www.carsondemand.com.au](http://www.carsondemand.com.au). Drivers will be waiting at these pickup 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 customer does not receive a text message from the driver, please contact COD before leaving the pickup point.

## No Shows / Abandoned Trips

### ***Driver Not at Pickup Point***

If a customer cannot locate the driver at the pre-determined pickup point, the customer must not leave that point before calling COD (toll free AUS 1300 638 258 or +612 9238 4278). COD will attempt to connect the customer with the allocated driver or make alternate arrangements. If the customer leaves the pickup point without calling COD the customer will be liable to pay the full trip cost.

### ***Customer Not at Pickup Point***

If a customer is not at the pre-determined pickup point at the pickup time and does not contact the driver within the courtesy waiting period (see the 'Waiting Time and Charges' section above) the driver will call COD, 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 pickup of the customer, then COD 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 agreed to pay a waiting fee prior to pick up, the driver will wait up to 2 hours in addition to the courtesy waiting time. If at the end of this waiting time COD or the allocated driver have not made contact with the customer then COD 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 pickup of the customer, then COD will release the vehicle and driver from the relevant booking and 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 sheet the driver on checking for flight arrival times will make contact with the COD who will then attempt to make contact with the passenger or the designated contact person in order to get valid flight details. If COD 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 pickup time. In this case waiting time charges will commence after only a 10minute 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 COD have not been able to make contact to clarify the correct details. A COD representative will send an email to the customer account holder to advise of the situation and the invalid flight number.

## **Lost Property**

COD 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, COD will contact the customer to arrange delivery to an agreed location. Applicable trip charges will apply for all such deliveries.

## **Damage**

Customer expressly authorises COD to add \$200 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 COD charges the customer's credit card.

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.

## Payment

COD 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 COD customer account on registration.

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 COD may charge a customer despite the relevant Service not having completed as scheduled (including any 'no shows') the credit card will be charged for the full cost of the booking and for any additional amounts contemplated by these Terms and Conditions.

COD currently accepts American Express, Visa and Mastercard.

## Receipts/Invoices

### **Customers**

Once a trip is closed off in our system as, an invoice will automatically be emailed to the email address indicated in the 'Email Confirmations' field in the customer's profile. Customers may also access receipts/invoices for each trip taken with COD at the Booking History section in the customer's profile. Customers may also generate consolidated invoice reports that display all invoices for trips taken within a nominated period in a consolidated excel spreadsheet format.

## Payment Collection Fees

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

## 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 COD 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 COD 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 to [admin@carsondemand.com.au](mailto:admin@carsondemand.com.au). 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 COD will incur an administrative fee of \$75.

Charges applied for Service will be considered final and non-refundable unless a dispute is notified to COD within the applicable period provided in these Terms and Conditions.

## **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 COD for the full retail cost of any repair as a consequence of any such damage caused. The customer further agrees that COD 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 COD 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 COD, 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 COD will endeavour to return to customer any lost items, COD, its related bodies corporate, drivers, agents and employees shall not be held liable or responsible for any articles left in vehicles. Customer indemnifies COD, 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 of vehicles 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 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.

- COD may recover from customer any costs or expenses incurred in respect of the loss of any property provided in vehicles. This includes glassware, cushions, bar equipment, DVD's and CD's.
- 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 COD vehicles at all times.
- COD 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 wilful 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 COD shall immediately use all reasonable endeavours to make alternative arrangements on the affected customer's behalf. COD 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 COD will accordingly do anything in its power to assist as appropriate. However, 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 COD).

## 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

Please refer to the Privacy Policy posted on the website.



## Site-specific provisions

All material on the Site is copyright protected or otherwise the subject of intellectual property rights owned by COD 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 COD or its related bodies corporate, or are otherwise used under license from others. Persons accessing the Site are not by doing so granted any licence 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 in the Site are provided without warranties of any kind, either express or implied. Customer specifically agree that COD 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 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 COD to provide Services customer agrees to be bound by these Terms and Conditions.

COD 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, COD 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 COD 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 COD 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 COD to drivers (who are contractors independent of COD). COD does not and cannot guarantee the availability of transportation or the provision of Services to satisfy such request.

COD 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. COD 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 COD 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, COD 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 COD 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 New South Wales 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.

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