

ALMIGHTY TRANSPORT AND TRANSFERS PTY LIMITED

TERMS AND CONDITIONS

1. Definitions

“you”, “your” & “the customer”	Means the person/entity which has engaged the services of Almighty Transport and Transfers Pty Limited and includes multiple entities booking as a group.
“We”, “us”, “our”	Means Almighty Transport and Transfers Pty Limited.
“Booking day”	Means the day the booking request is accepted by us.
“Pick up day”	Means the date on which the pick up is scheduled to occur as advised when the booking request is made.
“Pick up location”	Means the place where the customer is to be collected as stated in the booking request.
“Drop off location”	Means the location destination at the completion of the journey as stated in the booking request.
“The journey”	Means the most direct practicable route as determined by us between the pick up location and drop off location subject to the requirements of individual passengers as agreed by us.
“Administration fee”	Means the fee charged in accordance with clause 3.
“Cancellation fee”	Means the fee charged in accordance with clause 5.
“Refund”	Means the sum returnable to the customer less any applicable administration and/or cancellation fee.
“travel charge”	Means the cost of the journey as stated in the booking request.
“group booking”	Means the booking of a number of people as stated in the booking request to travel as a group. Two or more people where the customer is booking and paying on behalf of the people in the group.

2. Payment

You shall pay us the fees and travel charge as stated in the booking request and chargeable in accordance with these terms. Payment is to be made **prior** to the commencement of the journey. Payment may be made by MasterCard, Visa, EFT or cash

only. If you are paying cash at the pick up location please note that the driver will only carry a maximum of \$20.00 change. Payments for group bookings are required in full five (5) days prior to the pick up date.

3. Administration fee.

A minimum administration fee is payable upon acceptance of a booking request and will form part of the total travel charge in the event the booking is not cancelled and the travel charge is paid in full at the required time prior to commencing the journey. The administration fee is non-refundable.

4. Goods and Services Tax (“GST”)

Where applicable GST will be charged in accordance with the A New Tax System (Goods and Services Tax) Act 1999 and related legislation. Advertised prices are inclusive of GST.

5. Cancellation Fees

All bookings which are cancelled less than four (4) clear days before the pick up date shall incur a cancellation fee of the greater of either \$45.00 or 10% of the travel charge. Bookings which are cancelled more than four (4) clear days before the pick up day will not incur a cancellation fee, however, the administration fee will still be payable.

[Example: a booking for pick up on Friday 5 May would need to be cancelled by 5.00pm on Monday 1 May to avoid the cancellation fee]

6. Refunds

A refund will only be given in the following circumstances:

- a) Where a booking is paid for and cancelled not later than four (4) clear days before the pick up date, payment will be refunded, less the applicable administration fee.
- b) Where the booking is cancelled in less than four (4) clear days prior to the pick up date and an amount has been paid towards the travel charge of a sum in excess of any applicable cancellation or administration fee the difference will be refunded.

A full refund will only be provided where a booking is cancelled by us or a pick up does not occur due to any matter which is wholly our fault.

7. Group bookings

Where the customer books as a group and obtains a group rate then that rate is applicable notwithstanding a lesser number of people than that stated in the booking request actually undertake the journey. The group rate is payable by you and the terms in relation to the administration fees, cancellation fees and refunds apply equally to group bookings as they do to other bookings. Payments for group bookings are required in full five (5) days prior to the pick up date.

8. Authority

You irrevocably authorise us to use your credit card details (whether taken by paper or electronic means) for payment of any applicable administration fee or cancellation fee charged in accordance with these terms.

9. Liability

We strongly suggest you obtain travel insurance appropriate to your needs. We do not accept any liability to you for any action, claim, suit or demand for damages or loss which may occur either immediately prior to, during or immediately after the journey including but not limited to delays in the journey due to mechanical failure, traffic congestion, road works, road closure, road collapse, bush fire, flood, severe storm, hijacking or act of terrorism, or missed flight or other travel connections due to the aforesaid including any consequential economic loss arising therefrom.

10. Travel Route

The Journey will be undertaken between the pick-up and drop locations. Any special requests for diversions or additional pick-up or drop off locations are to be advised by you prior to commencement of the journey. We reserve the right to decline any such request (particularly if it may result in inconvenience or loss to other passengers or otherwise constitutes a substantial deviation from the booking terms).

11. Acceptance

You will have been taken to accept these terms & conditions if you send a booking request to us or our agent, pay any required fee or charge or otherwise engage our services.

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Customer Signature

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Customer Name

Date: