



TERMS & CONDITIONS

These Terms & Conditions (“Terms”) between Sweet Rides Australia (“the Company”) and You is made on the date shown on the Services Agreement You have signed in respect of the Vehicle (“Services Agreement”) and includes the Services Agreement.

These Terms are accepted only on the understanding that You understand and accept these Terms and payment of a Booking Fee to the Company signifies such acceptance. Bookings are not confirmed until the due booking fee has been paid to and received by the Company. You agree You are solely responsible for ensuring Your details entered into the Company’s booking/order forms are completely true and accurate.

1. Authorised Driver

1.1 You agree, acknowledge and warrant that only the Authorised Driver of the Company will drive the Vehicle.

2. Restrictions

2.1 The Authorised Driver can only use the Vehicle on a road, which is properly formed and constructed as a sealed road.

2.2 The Authorised Driver will not unless authorised in writing by the Company, drive or take the Vehicle the beyond the maximum distance as agreed to by You under the Services Agreement.

2.3 The Authorised Driver will not drive or take the Vehicle through any snow or on beaches or through streams, rivers, creeks, dams or floodwaters.

2.4 The Company accepts no responsibility for any other restrictions relating to the Vehicle’s access at any location.

3. Passenger Responsibility

3.1 You are responsible for all passengers, their actions and any damage they incur.

3.2 Should You or Your passengers cause excessive delays, are disorderly, or in the Authorised Driver’s judgment unfit to travel, the Authorised Driver may terminate your booking. In these circumstances, no refund of booking fees will be provided.

3.3 In order for the Company to provide You with its best services, the Company reserves the right to refuse to transport persons under the influence of alcohol or drugs, or who are, or are likely to become objectionable to other persons inside or outside the Vehicle.

4. Minimum Booking, Postponement of Bookings & Additional Time

4.1 The minimum booking time for hiring the Company’s Vehicles is three (3) hours.

4.2 Should you decide to postpone Your booking in excess of six (6) months of the original date of booking, the Company will hold your deposit on the condition that You confirm another available booking date within six (6) months of the original date of booking, otherwise You agree to forfeit your deposit entirely.

4.3 Any additional time is charged at a rate of \$100 per thirty (30) minutes for each car if the duration of the hire exceeds the pre-paid booking. Additional time will be invoiced accordingly.

4.4 You agree and acknowledge that the Company may take photos on the day of your booking. You authorise all imagery photographed by the Company to be used royalty free in any and all promotional materials without any compensation.

5. Storm Season Notice

5.1 Please note that every effort will be made to make Your day run as smoothly as possible, however if there is any likely chance of hail or severe storm which may damage the Vehicle, it will be relocated to an undercover area as You would acknowledge and understand that our Vehicles are irreplaceable and all due care and responsibility must be taken in order to preserve them.

6. Children, Health, Safety & Vehicle's Condition

6.1 Children are most welcome to travel in most of the Company's Vehicles. Please note that some Vehicles however do not have rear seat belt capabilities and by law the NSW Motor Traffic Act states that all children under seven (7) years of age must travel in a child's car seat. This means that capsules will not be accepted.

6.2 There is to be no smoking in any Vehicles and responsible consumption of beverages is appreciated.

6.3 You must comply with any applicable seat belt and child restraint laws.

6.4 You and the Company acknowledge that the Vehicle is generally in an undamaged condition except as otherwise stated on the Services Agreement.

7. Payment

7.1 A thirty percent (30%) non-refundable deposit is required to secure all bookings ("Booking Fee").

7.2 Any balance must be finalised at least four (4) weeks prior to the booking date. For bookings less than eight (8) weeks before the required hire date, payment in full is required.

7.3. All bookings under \$600 must be paid in full to secure all bookings ("Booking Fee").

7.4 If a booking is eligible for a promotional Gold Class movie ticket voucher, this will be provided by the Company after the booking has been paid in full.

7.5 Payment may be made by direct deposit to a bank account nominated by the Company, or a cash payment to the Company. The Company does not accept credit card payments.

7.6 By the end of the Service Period, You must ensure you pay the Company on demand:

- (a) all charges specified on the Services Agreement and all charges payable under the Terms;
- (b) any amount for which You are liable to the Company under the Terms, in respect of a breach of the Terms or otherwise.

7.7 You authorise the Company to charge all moneys payable to the Company under the Terms to You via Invoice to be paid via cash or direct with a supplier.

7.8 The Company will pay any refund due to You by such method as the Company may reasonably choose.

8. Cancellation

8.1 A cancellation incurs loss of the Booking Fee if You notify the Company less than six (6) weeks prior to the booking date.

8.2 All cancellations must be made in writing to the Company.

9. Damage to Vehicles

9.1 Any damage to Vehicles will be charged to the event organiser for time out of service and damaged caused whatsoever.

9.2 It is your responsibility to advise the Company in writing of any faults or flaws in the Vehicle prior to acceptance of Your booking. Inspections are invited by appointment only.

9.3 You agree and acknowledge that You will be liable for the full cost of any damage to or additional cleaning required in relation to the Vehicle used to provide the services where caused by the act or omission of all passengers.

9.4 Should You or Your guest scratch, dent or damage the Company's Vehicle in any way, You agree and acknowledge You will be liable for all charges associated with repair or replacement of parts in relation to the damage to the Vehicles.

10. Condition of Vehicles

10.1 Although all Vehicles are cleaned prior to the booking date, You agree that the Company is not responsible or liable whatsoever for changes in the Vehicle's appearance caused by the weather or terrain during the period leading up to your booking date although every effort will be made to present the Vehicle in its best possible condition.

11. Break down

11.1 If Your chosen Vehicle breaks down, a replacement can be provided however You acknowledge that it may not be exactly the same Vehicle.

11.2 The Company's Vehicles are well maintained to ensure they are running well mitigating the risk of any break downs. In the unlikely event that a breakdown of a Vehicle occurs, the Company has a network of cars it has access to, to help get You to your wedding.

12. Liability of the Company

12.1 The Company is fully insured for wedding car hire and its insurance does not cover customers driving our Vehicles, or for loss or damage to customers' belongings or for any other consequential losses, delays or missed events. Unless it is negligent, the Company is not liable to any person, and You indemnify The Company, for any loss of, or damage to, any property:

(a) stolen from the Vehicle or otherwise lost during the provisions of services; or

(b) left in the Vehicle after its return to the Company.

12.2 Neither clause 11.1 nor any other provision of the Terms are intended to exclude, restrict or modify any non-excludable terms implied by or rights which You may have under the Competition and Consumer Act 2010 (Cth) or any other State or Territory legislation to the same effect.

12.3 The Company's Vehicles are regularly and thoroughly maintained. However, should a Vehicle be unavailable due to circumstances beyond the Company's control or any other cause whatsoever, a full refund may be provided to You.

12.4 You agree and acknowledge that whilst we do our utmost to ensure our Authorised Drivers are punctual and on time, the Company will not be responsible or liable for any delays caused by circumstances beyond the Company's control.

12.5 You agree and acknowledge that the Company is not responsible or liable for any damage to Your clothing and/or wedding attire that has sustained damage by using the Company's Vehicle. You agree You are solely responsible for your clothing and/or wedding attire in getting in and out of the Company's Vehicle.

13. Termination

13.1 Either party may terminate the Terms at any time if the other party commits a material breach of the Terms.

14. Miscellaneous

14.1 The Terms contain the whole agreement between the parties.

14.2 Any waiver by a party of any one breach or default by the other party will not constitute a waiver of any other breach or default.

14.3 The agreement is governed by the law of the State or Territory of the location for the provision of services under the Terms. The parties submit to the non-exclusive jurisdiction of the courts of that State or Territory and any courts which may hear appeals from those courts in respect of any

proceedings in connection with this agreement. The parties will not object to the exercise of jurisdiction by those courts on any basis.

15. Interpretation & Definitions

15.1 Unless the context otherwise requires:

- (a) A word which denotes the singular denotes the plural and vice versa;
- (b) Any gender denotes the other genders; and
- (c) A person includes an individual, a body corporate and a government body.

15.2 Unless the context otherwise requires, a reference to:

- (a) Any legislation includes any regulation or instrument made under it and where amended, re-enacted or replaced means that amended, re-enacted or replaced legislation;
- (b) Any other agreement or instrument, where amended or replaced, means that agreement or instrument as amended or replaced.

15.3 In these Terms and Conditions:

“Australian Consumer Law” means the Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth) as amended or replaced from time to time.

“Authorised Driver” means the designated driver provided by the Company under the Terms for the provision of services to You.

“The Company” means Sweet Rides

“Service Period” means the period commencing on the date shown on the Services Agreement and ending on the date that You return the Vehicle to the Company;

“Vehicle” means the vehicle described on the Services Agreement (or any substitute vehicle), and includes its parts, components, accessories and contents supplied by the Company;

“You” or “Your” refers to the person(s) with whom the Terms are made.

“Your Consumer Rights” means Your rights as a consumer under the Australian Consumer Law, which cannot be excluded, restricted or modified by these Terms.