

1 DEFINITIONS

In this document, unless the context requires otherwise:

- 1.1 **"Agreement"** means any contract or agreement, whether formal or informal, written, oral or partly written and partly oral, formed between the Client and Luxe Bus, including but not limited to by way of the Client's acceptance of a Quote issued by Luxe Bus.
- 1.2 **"Client"** means the individual, business, partnership or company entering into an Agreement with Luxe Bus and includes the Client's successors and assigns.
- 1.3 **"Date(s) for Payment"** means the date(s) for payment of the Price specified in the Quote and, if no date for payment is specified in the Quote, the date for payment shall be 3 days prior to the Luxe Transportation being provided.
- 1.4 **"Deposit"** means the part of the Price payable by the Client within 24 hours of the Client's acceptance of the Quote, as specified on the Quote.
- 1.5 **"Driver"** means any person employed or contracted by Luxe Bus to drive or operate the Vehicle.
- 1.6 **"Goods"** means any goods provided, or to be provided, by Luxe Bus to the Client pursuant to an Agreement.
- 1.7 **"Law"** means an Act of Parliament, statute, regulation, proclamation, ordinance or by-law, including all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing one or more of them.
- 1.8 **"Luxe Bus"** means Be Alarmed Security & Electrical Pty Ltd (ACN 618 598 100) trading as Luxe Bus and each of its related entities as defined in the *Corporations Act 2001* now or at any time Goods or Services are supplied to the Client in the future.
- 1.9 **"Luxe Transportation"** means Goods and/or Services provided, or to be provided, by Luxe Bus pursuant to the Agreement.
- 1.10 **"Notice"** means a notice in accordance with clause 17.
- 1.11 **"Party"** means each party to an Agreement, including Luxe Bus and the Client, and **"Parties"** has a corresponding meaning.
- 1.12 **"Price"** has the meaning stated in clause 6 and is subject to clause 15.
- 1.13 **"Passenger"** means the Client, any invitee of the Client, or any other person claiming through or under the Client, being transported by or travelling on the Vehicle.
- 1.14 **"Quote"** means a quote issued to the Client by Luxe Bus.
- 1.15 **"Service"** means any services provided, or to be provided, by Luxe Bus to the Client pursuant to an Agreement, including transportation and charter services.
- 1.16 **"Terms and Conditions"** means the terms and conditions set out herein subject to any amendments expressly made by Luxe Bus pursuant to clause 2.4.
- 1.17 **"Vehicle"** means the bus, coach or other vehicle used to provide the Services.

2 OPERATION AND APPLICATION

- 2.1 Luxe Bus agrees to provide the Client with the Luxe Transportation subject to these Terms and Conditions. These Terms and Conditions apply in respect of all Agreements, offers to sell, Quotes, and other commercial transactions for supply of Luxe Transportation by Luxe Bus to the Client.
- 2.2 The Agreement between the Client and Luxe Bus shall be upon these Terms and Conditions and shall be read in conjunction with these Terms and Conditions.

- 2.3 These Terms and Conditions shall operate to the exclusion of any terms and conditions to the contrary effect expressed in any of Luxe Bus' quotations or other communication or documentation and shall supersede all prior Agreements.

- 2.4 From time to time, Luxe Bus may review and amend these Terms and Conditions of the Agreement and the Client shall be bound by any variation which shall apply to the supply any Luxe Transportation following the effective date of the variation.

3 FORMATION OF AGREEMENT

- 3.1 Unless stated otherwise on the Quote, Luxe Bus' written Quotes are valid for 14 days from the date of issue of the Quote, and thereafter are subject to confirmation in writing by Luxe Bus before acceptance.

4 PASSENGER CONDUCT

- 4.1 The Client warrants and agrees that:
 - 4.1.1 The Passengers must not consume alcohol, smoke, vape, or consume illegal/illicit substances in the Vehicle;
 - 4.1.2 Luxe Bus has the unrestricted right to inspect Passengers, Passengers' bags, and Passengers' belongings for alcohol or illegal/illicit substances;
 - 4.1.3 The Passengers will comply with all instructions or directions given by police or any other authority, including but not limited to in the event an authority boards the Vehicle to search for alcohol or illegal/illicit substances;
 - 4.1.4 The Client must ensure that all Passengers comply with clauses 4.1.1 to 4.1.3 above;
 - 4.1.5 The Client will be liable for, and agrees to indemnify and keep Luxe Bus indemnified against, any fine, penalty, cost, loss or damage suffered or incurred by Luxe Bus in relation to a breach of clause 4.1.1 or 4.1.3.
- 4.2 The Client agrees that Luxe Bus may in its sole discretion immediately terminate the Agreement in accordance with clause 16, refuse to provide Luxe Transportation to a Passenger, and/or eject or exclude a Passenger from the Vehicle if a Passenger:
 - 4.2.1 is, in Luxe Bus' or the Driver's opinion, unfit to travel or continue to travel in the Vehicle, including but not limited to because the Passenger appears to be intoxicated or behaves in an aggressive manner;
 - 4.2.2 behaves in a manner that, in Luxe Bus' or the Driver's opinion, is unsociable, inappropriate or dangerous, including but not limited to due to intoxication or aggressive behaviour;
 - 4.2.3 causes damage to the Vehicle;
 - 4.2.4 throws objects out of the Vehicle;
 - 4.2.5 hangs any body part out of the Vehicle's window; or
 - 4.2.6 is in breach of clause 4.1.1 above.

- 4.3 The Client agrees that it will not make any claim against Luxe Bus for or in connection with exercising any right under clause 4.2.

- 4.4 The Client will be liable for and agrees to indemnify Luxe Bus for any fine, penalty, cost, loss or damage suffered or incurred by Luxe Bus as a result of a Passenger's actions, conduct or behaviour described in clauses 4.2.1 to 4.2.6 herein.

5 THE LUXE TRANSPORTATION

- 5.1 Passengers will be picked up and dropped off at the location(s) specified in the Quote.
- 5.2 Unless otherwise agreed in writing between Luxe Bus and the Client, the route taken during the provision of Luxe Transportation will be in Luxe Bus and/or the Driver's sole discretion.

- 5.3 The Client warrants that:
- 5.3.1 the Passengers will be ready and waiting to be picked up by Luxe Bus at the time and location specified in the Quote; and
- 5.3.2 where the Client requires specific pick up and drop off location(s) for the Luxe Transportation, such location(s) are suitable, safe and legal for the picking up or dropping off of the Passengers.
- 5.4 The Client will be liable for and agrees to indemnify Luxe Bus for any fine, penalty, cost, loss or damage suffered or incurred by Luxe Bus in relation to a breach of the warranties in clause 5.3.
- 5.5 The Client must ensure that the number of Passengers in the Vehicle does not exceed the maximum number of Passengers specified in the Agreement.

6 PRICE AND PAYMENT

- 6.1 The Client shall pay to Luxe Bus the price specified for the Luxe Transportation as stated on the Quote, and all taxes, credit card fees, delivery fees, handling fees, and other charges in respect of the Luxe Transportation ("**Price**").
- 6.2 Unless otherwise agreed in writing by the Parties, the Client must pay the Price to Luxe Bus as follows:
- 6.2.1 The Deposit must be paid within 24 hours of the Client's acceptance of the Quote; and
- 6.2.2 The remainder of the Price must be paid on or before the Date(s) for Payment.
- 6.3 The Client warrants that its nominated payment method has sufficient clear funds available to pay the Price.
- 6.4 The Client agrees that, if specified on the Quote, the Client must make payment to Luxe Bus of, or provide Luxe Bus with pre-authorisation on a credit card for, the amount of \$150.00 ("**Bond**") within 24 hours of the Client's acceptance of the Quote.
- 6.5 If the Client fails to pay the Deposit and/or Bond (if applicable) in accordance with this clause 6, Luxe Bus may immediately terminate the Agreement.
- 6.6 The Client acknowledges that the Bond, if any, will be released to the Client after the Vehicle has been inspected following supply of the Luxe Transportation and only if the Vehicle is in the same condition as at the commencement of the Luxe Transportation, in Luxe Bus' sole opinion.
- 6.7 Without limiting any of Luxe Bus' other rights, the Client shall pay Luxe Bus for any costs or expenses Luxe Bus incurs due to:
- 6.7.1 any excess cleaning in, or of, the Vehicle required after the provision of the Luxe Transportation, as determined by Luxe Bus in its sole discretion; or
- 6.7.2 loss or damage to the Vehicle, fixtures in the Vehicle, or items in the Vehicle caused in whole or in part by any act or omission of the Client or the Passengers, including but not limited to any loss or damage resulting from smoking, physical damage, or missing items, goods or fixtures,
- and the Client agrees that Luxe Bus may retain and apply the Bond in reduction of any monies owing under this clause 6.7.
- 6.8 Time of payment is of the essence of the Agreement.
- 6.9 Where the Client has provided details of a debit or credit card for payment to Luxe Bus in the Agreement, the Client agrees and authorises Luxe Bus to charge or make deductions from the debit or credit card to satisfy the Price or any part of the Price at any time without notice to the Client.
- 6.10 Luxe Bus may charge an additional 1.2% to the Client where the Client has provided details of a debit or credit card for payment to Luxe Bus.
- 6.11 Luxe Bus shall be entitled to charge the Client interest calculated at 12% per annum, on the balance of all overdue amounts and invoices from the due date for payment until the date of actual payment.

7 CANCELLATION

- 7.1 If the Client wishes to cancel the Luxe Transportation, the Client must give written notice to Luxe Bus.
- 7.2 If the Client cancels the Luxe Transportation more than 5 days before the pick-up date specified in the Agreement, Luxe Bus agrees to refund the Deposit and the Bond (if any) to the Client.
- 7.3 If the Client cancels the Luxe Transportation 5 days or less prior to the pick-up date specified in the Agreement, the Client agrees that the Deposit is non-refundable and Luxe Bus shall retain the Deposit. Luxe Bus will refund the Bond (if any) to the Client.
- 7.4 If the Client cancels the Luxe Transportation not in strict compliance with this **clause 7** then the Client shall be liable to pay to Luxe Bus the Price for the Luxe Transportation in full as set out in the Agreement.

8 COSTS RECOVERABLE

- 8.1 Should the Client default in the payment of any monies due under any Agreement, then all monies due to Luxe Bus shall immediately become due and payable and shall be paid by the Client within 7 days of the date of demand.
- 8.2 The Client shall pay on an indemnity basis all expenses, costs and disbursements, including debt collection agency fees, commission and any fees paid to Luxe Bus' solicitors (on an indemnity basis) incurred by Luxe Bus or its appointed agents in recovering payment of any outstanding monies, enforcing its rights under the Agreement, or in investigating or defending any action or threatened actions.

9 FORCE MAJEURE

- 9.1 Luxe Bus will not be liable for any breach of the Agreement due to any matter or thing beyond Luxe Bus' control. Luxe Bus is excused from performing any term, covenant or condition required by the Agreement during the time and to the extent that performance is prevented when such performance is prevented wholly or in part by circumstances beyond Luxe Bus' control.

10 DEFECTS

- 10.1 If the Client believes that the Luxe Transportation provided is not in accordance with the Agreement the Client must give notice to Luxe Bus of the alleged defects, within 7 days of delivery of the Luxe Transportation.
- 10.2 Luxe Bus shall not be responsible or liable for any alleged defect of the Luxe Transportation unless it is reported in accordance with clause 10.1.

11 NO WARRANTY

- 11.1 Luxe Bus makes no express warranties to the Client including as to the condition, quality or suitability of the Luxe Transportation or the fitness of the Luxe Transportation for the Client's purpose or use, except those expressly set out in the Agreement and these Terms and Conditions.
- 11.2 Any time or date named and accepted by Luxe Bus, including in the Quote, for the:
- 11.2.1 provision of the Luxe Transportation; or
- 11.2.2 pick up or drop off of the Passengers; or
- 11.2.3 length of the journey or trip,
- is an estimate only and does not constitute a condition of the Agreement or part of the description of the Luxe Transportation and is not of the essence of the Agreement. Luxe Bus will not be liable for any inconvenience, damages, loss, costs or charges incurred by the Client due to late delivery ensuing from any circumstances whatsoever, either within or beyond the control of Luxe Bus, including but not limited to as a result of weather, traffic, mechanical issues or breakdown of the Vehicle.

- 11.3 Luxe Bus will not be liable in any circumstances for any loss or damage whatsoever allegedly incurred or arising out of any:
- 11.3.1 Conditions, warranties and terms implied by statute or general law or custom except any implied condition or warranty the exclusion of which would contravene any statute or cause this clause to be void;
 - 11.3.2 Alleged liability to the Client in contract for consequential or indirect damages arising out of or in connection with the provision of the Luxe Transportation or the Agreement, even if Luxe Bus knew they were possible or they were otherwise unforeseeable; and
 - 11.3.3 Claims by the Client in negligence for acts or omissions of Luxe Bus or its employees, agents, or contractors arising out of or in connection with the Agreement.
- 11.4 The Parties acknowledge and agree that:
- 11.4.1 any prior representations, agreements and arrangements, including representations as to the suitability of the Luxe Transportation;
 - 11.4.2 any descriptions, illustrations and material contained in any advertisement, website, catalogue, price list or brochure; and
 - 11.4.3 all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the Luxe Transportation for any purpose or as to design, assembly, installation, material or workmanship or otherwise, except any implied condition or warranty the exclusion of which would contravene any statute or cause this clause to be void;
- are expressly excluded from, and do not form part of, the Agreement unless specifically stated in the Agreement to the contrary.

- 11.5 If clause 11.3, 11.4 and/or 14.1 herein is held by a court to be unlawful, invalid or unenforceable for any reason, the Client agrees that Luxe Bus' total liability to the Client for any loss or damage suffered by the Client in relation to the Luxe Transportation or the Agreement is limited to a refund of the relevant Price of the Luxe Transportation.
- 11.6 If clause 11.5 herein is held by a court to be unlawful, invalid or unenforceable for any reason, the Client agrees that Luxe Bus' total liability to the Client for any loss or damage suffered by the Client in relation to the Luxe Transportation or the Agreement shall not exceed the amount that is the lower of:
- 11.6.1 The amount covered by Luxe Bus' insurer specifically for that loss or damage; and
 - 11.6.2 The actual amount received by Luxe Bus from its insurer specifically for that loss or damage.

12 THE CLIENT'S WARRANTIES

- 12.1 The Client warrants that it has not relied upon any statement, representation, warranty, guarantee, condition, advice, recommendation, information, assistance or service provided or given by Luxe Bus or anyone on its behalf in respect of the Luxe Transportation, other than those that are expressly contained in the Agreement.
- 12.2 The Client accepts sole responsibility for any and all risks associated with the Luxe Transportation, including relating to:
- 12.2.1 the Passengers' conduct or behaviour in the Vehicle, including but not limited to failure to wear a seatbelt, standing in the Vehicle or dancing in the Vehicle;
 - 12.2.2 any monies or other valuables or goods brought into the Vehicle by, or belonging to, a Passenger.

13 NO LIABILITY FOR THIRD PARTIES

- 13.1 The Client acknowledges and agrees that Luxe Bus is not liable for:
- 13.1.1 any damage or defects attributable to the provision of services by a third party, including a third party engaged by Luxe Bus; or
 - 13.1.2 any defects attributable to the manufacture of any goods that are manufactured by third parties.

14 LIABILITY AND INDEMNITY

- 14.1 Luxe Bus shall not be liable to the Client or any other party in contract, tort, warranty, strict liability, or any other legal theory for any indirect, consequential, incidental, punitive or exemplary damages, or for any claim for loss of profits, and the Client agrees that Luxe Bus may plead these Terms and Conditions as a bar to any such claims whether they arise at law, in equity, under any statute, regulation, or other legislative instrument, or under any contract, deed, or any other instrument made or approved under any law.
- 14.2 The Client hereby releases and indemnifies and agrees to keep Luxe Bus indemnified from any and all costs (including all legal fees and costs) and any other legal or other expenses incurred by it in investigating or defending any action or threatened actions (on an indemnity basis), damages, liabilities, penalties, fines, expenses or losses including indirect, incidental, consequential, punitive or exemplary loss or damage (including but not limited to loss of profit), whether resulting from breach of contract, tort, warranty, strict liability, statute or any other legal theory or otherwise that Luxe Bus may incur in relation to the Client or any third party, including where the cost, damage, liability, penalty, fine, expense or loss is caused by or contributed to by Luxe Bus in any way or for any reason whatsoever.

15 VARIATIONS

- 15.1 Any variation to the Luxe Transportation or the Agreement must be agreed to in writing between a representative of Luxe Bus and of the Client, confirming the:
- 15.1.1 precise scope of the variation; and
 - 15.1.2 any change to the Price as a result of the variation.
- 15.2 The Client agrees that Luxe Bus may revise and amend the Price of the Luxe Transportation if there are any such variations.

16 TERMINATION

- 16.1 If the Client defaults in the due and punctual observance of all or any of its obligations, warranties or covenants under the Agreement or these Terms and Conditions, dies, commits an act of bankruptcy, takes or shall have taken against it any action for its winding up, is placed under official management, administration or receivership, then Luxe Bus may without prejudice to any other right or remedies it has:
- 16.1.1 treat as discharged all or any obligation arising from any Agreement;
 - 16.1.2 retain any security given or monies paid by the Client and apply this in reduction of any sum of money owed or owing by the Client to Luxe Bus; and
 - 16.1.3 take such steps as Luxe Bus may deem necessary in its sole discretion to mitigate its damages suffered including the putting to use, sale, hire, or disposal of any goods or services.
- 16.2 In addition to any other rights under the Agreement, Luxe Bus may terminate the Agreement by notice in writing to the Client immediately upon any one of the following events:
- 16.2.1 Any deliberate and substantial prevention of or interference with the provision of the Luxe Transportation or progress thereof caused by the Client whether directly or indirectly;
 - 16.2.2 Substantial interference with the Luxe Transportation by any cause beyond the control of Luxe Bus including (but without limiting in any way the generality thereof) inclement weather conditions, mechanical issues, water, flood, fire, rioting, pandemic, civil commotion or industrial action;
 - 16.2.3 Any substantial breach of the Agreement or these Terms and Conditions by the Client;
 - 16.2.4 If the Client shall make any assignment for the benefit of or enter into any arrangement or composition with its creditors or go into liquidation (whether voluntary or compulsory except for the purpose of reconstruction or amalgamation) or have a receiver appointed or commit an act of bankruptcy or if a sequestration order is made against the Client's estate;
 - 16.2.5 Any failure by the Client to pay any part of the Price in accordance with clause 6 herein.

- 16.3 If the Agreement is terminated:
- 16.3.1 the Client shall pay Luxe Bus for all Goods and/or Services provided by Luxe Bus, all work done by Luxe Bus, and all goods or materials used or procured by Luxe Bus and properly chargeable to the date of termination; and
- 16.3.2 Luxe Bus may retain any security given or monies paid by the Client and apply this in reduction of any sum of money owed or owing by the Client to Luxe Bus.

17 NOTICES

- 17.1 A party must give any notice required under these Terms and Conditions or the Agreement in accordance with this clause 17.
- 17.2 A notice must be served at the address or electronic mail address of the party set out in the Agreement.
- 17.3 A party may deliver a notice by hand, post, or by electronic mail.
- 17.4 If before 4:00pm local time in the place of delivery, a party delivers a notice by hand or by electronic mail and the sending party completes the transmission the notice will be taken to be given on the day of delivery or transmission, and in any other case on the next day. If the party gives notice by post the notice will be taken as given on the 7th day in the place of delivery after the notice is posted.
- 17.5 A party may give notice of another address (within Australia) or an electronic mail address for service to the other party, and the new address or the electronic mail address will be the address for service of the party under this clause 17.

18 MISCELLANEOUS

- 18.1 Luxe Bus may assign, sub-contract or sub-let the whole or any part of the Luxe Transportation or Luxe Bus' obligations under an Agreement, without seeking the consent of the Client.
- 18.2 The Client may not assign, sub-contract or sub-let any part of the Luxe Transportation, or any of its rights, liabilities, or obligations under any Agreement, without the prior written consent of Luxe Bus.
- 18.3 The covenants, agreements and obligations contained in any Agreement and these Terms and Conditions will not merge or terminate upon the repudiation or termination of the Agreement and to the extent that they have not been fulfilled or satisfied or are continuing obligations they will remain in force and effect.
- 18.4 Any waiver by Luxe Bus must be in writing signed by Luxe Bus. Failure by Luxe Bus to enforce any right or remedy is not a waiver of any right or remedy, or a waiver in respect of a continuing breach.
- 18.5 If any provision contained in these Terms and Conditions is held by a court to be unlawful, invalid or unenforceable, the validity and enforceability of the remaining provisions in these Terms and Conditions are not affected.
- 18.6 These Terms and Conditions and the Agreement are governed and are to be construed in accordance with the laws in force in the State of Western Australia.
- 18.7 These Terms and Conditions and the Agreement are subject to the exclusive jurisdiction of the Courts of Western Australia.

- 18.8 In this document, unless context requires otherwise:

- the singular includes the plural and vice versa;
- a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
- a reference to any gender includes all genders;
- a reference to a recital, clause or schedule is to a recital, clause or schedule of or to these Terms and Conditions;
- a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as amended, novated, restated or replaced from time to time;
- a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- a reference to a body, other than a Party to the Agreement (including, without limitation, an institute, association or authority), whether statutory or not:
 - which ceases to exist; or
 - whose powers or functions are transferred to another body,
is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- If a party comprises two or more persons, the covenants and Agreements on their part bind and shall be observed and performed by them jointly and each of them severally and may be enforced against any one or any two or more of them;
- A reference to a party includes its executors, administrators, successors and permitted assigns;
- No provision of these Terms and Conditions will be construed adversely to a Party solely on the ground that the Party was responsible for the preparation of these Terms and Conditions or that provision;
- Where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- All references to A\$, \$, dollar, or to currency are references to Australian dollars;
- "Including" and similar expressions are not and must not be treated as words of limitation; and
- Headings are for ease of reference only and do not affect the meaning of these Terms and Conditions.

19 RECEIPT AND ADVICE

- 19.1 The Client hereby acknowledges receipt of these Terms and Conditions and agrees to be bound by them. The Client accepts these Terms and Conditions in acknowledgement that they are legally binding and presently enforceable. The Client further acknowledges that it has had the opportunity of obtaining independent legal advice and that the Client understands the Terms and Conditions outlined above.