LUXETRANSIT

Terms & Conditions

For the Luxetransit website, customer app, chauffeur app, booking platform, corporate accounts, dispatch operations and related transport services.

Effective date: 17 July 2026

Draft for business review. This document is a general template and should be reviewed by an Australian legal practitioner before public launch.

These Terms & Conditions are a comprehensive business template for an Australian chauffeur, tours and booking ecosystem. They should be reviewed by an Australian legal practitioner before public launch and tailored to Luxetransit's final pricing, cancellation, insurance, licensing and operating model.

1. Agreement

These Terms & Conditions, referred to as Terms, govern access to and use of the Luxetransit website, customer applications, chauffeur applications, booking platform, operations portal, owner portal, corporate account tools, payment functions and related services.

By creating an account, making a booking, accepting a booking, using the platform, travelling in a Luxetransit-arranged vehicle, joining a corporate account or providing services through the chauffeur app, you agree to these Terms and any additional terms shown at the time of booking or onboarding.

2. Parties And Roles

Luxetransit may act as a booking provider, transport service provider, platform operator, dispatch coordinator, corporate travel service provider, tour organiser or agent for approved chauffeurs, fleet partners and owner operators depending on the service model used for a particular booking.

Customers and passengers are responsible for complying with these Terms. Chauffeurs, owner operators, fleet partners and staff are also bound by applicable onboarding agreements, service standards, policies, privacy obligations, safety requirements and lawful directions issued through the platform.

3. Platform Use

You must use the platform lawfully, honestly and only for its intended purpose. You must not misuse booking tools, bypass payment systems, interfere with the platform, scrape data, introduce malicious code, impersonate another person, create false bookings, harass staff or drivers, or use the service in a way that compromises safety, privacy, availability or operational integrity.

Luxetransit may suspend or restrict access where we reasonably believe a user has breached these Terms, created safety or fraud risks, failed to pay, misused the platform or provided inaccurate information.

4. Accounts And Profiles

Users may be required to create a profile before accessing certain functions. You must provide accurate, current and complete information, keep credentials secure and promptly update changes to contact details, payment methods, driver documents, vehicle records, company details, accessibility requirements or other relevant information.

Luxetransit may verify accounts, request additional information, reject applications, remove outdated records or restrict access if information is incomplete, inaccurate, expired, unlawful or inconsistent with our compliance requirements.

5. Bookings

Bookings may be made through the website, app, phone, email, corporate portal or authorised partner channels. A booking is not confirmed until Luxetransit confirms acceptance or issues a booking confirmation.

Customers must provide accurate pickup and drop-off details, dates, times, flight details, passenger names, luggage, child restraint needs, accessibility needs, route expectations, waiting requirements and any other information needed to perform the service.

Luxetransit may decline, amend or cancel bookings where service is unavailable, information is incomplete, payment authorisation fails, safety concerns arise, the requested service is unlawful or impractical, or circumstances beyond our reasonable control prevent performance.

6. Quotes, Pricing And Additional Charges

Prices may be fixed, estimated, metered, hourly, package-based, corporate-account based or otherwise specified at the time of booking. Unless stated otherwise, prices are in Australian dollars and may include or exclude GST depending on the quote display and tax requirements.

Additional charges may apply for waiting time, overtime, extra stops, route changes, tolls, airport or venue fees, parking, cleaning, damage, child seats, trailers, excess luggage, late-night service, public holidays, event surcharges, peak demand, accessibility equipment, chauffeur standby time or services requested during the trip.

If a passenger changes the trip after acceptance, Luxetransit may recalculate the fare or charge additional fees. Corporate account billing rules may differ where agreed in writing.

7. Payments

Payment methods may include card, digital wallet, invoice, account credit, bank transfer, deposit, corporate charge account or other approved methods. Luxetransit may pre-authorise, charge or hold funds before, during or after a booking.

You authorise Luxetransit and its payment providers to charge all amounts due, including fares, fees, cancellation charges, no-show charges, damages, cleaning costs, tolls, surcharges and other approved charges. Failed payments may result in booking cancellation, account suspension, debt recovery and recovery of reasonable collection costs.

8. Cancellations, No-Shows And Changes

Cancellation rules may vary by service type, vehicle class, tour, event, corporate agreement, special request, third-party supplier or booking channel. The applicable cancellation policy should be shown at booking or confirmed in writing.

Unless a more specific policy applies, Luxetransit may charge a cancellation fee where a booking is cancelled after a chauffeur or vehicle has been allocated, within a stated cancellation window, after dispatch, or where non-refundable supplier costs have been incurred.

A no-show may occur if the passenger is not present at the pickup location within the included waiting period and cannot be contacted using the details supplied. No-shows may be charged up to the full booking amount plus applicable costs.

Flight delays and reasonable real-time changes may be accommodated where possible, but customers remain responsible for providing accurate flight details and monitoring communications from Luxetransit.

9. Refunds And Australian Consumer Law

Nothing in these Terms excludes, restricts or modifies rights, guarantees, remedies or protections that cannot be excluded under the Australian Consumer Law or other applicable law.

Where a service fails to meet a consumer guarantee, you may be entitled to a remedy depending on the circumstances. Remedies may include re-performance, refund, partial refund, cancellation or compensation where required by law.

Refunds outside statutory rights are assessed under the booking conditions, cancellation policy, supplier costs, work performed, vehicle allocation, chauffeur time, operational costs and any goodwill decision made by Luxetransit.

10. Passenger Conduct

Passengers must behave safely, respectfully and lawfully. Passengers must not threaten, abuse, harass, discriminate against, distract or endanger chauffeurs, staff or other passengers. Seatbelts must be worn where required. Smoking, vaping, illegal drugs, open alcohol where prohibited, weapons and unlawful conduct are not permitted.

Luxetransit or the chauffeur may refuse service, end a trip or contact authorities if passenger conduct creates safety, legal, hygiene, property, harassment or operational concerns. Customers may be charged for cleaning, repairs, delays, damage or losses caused by passengers.

11. Chauffeur Conduct And Driver App Terms

Chauffeurs must hold all licences, accreditations, registrations, insurances, clearances and authorisations required for the services they perform. They must keep profiles and documents current, comply with transport laws, road rules, safety standards, privacy obligations, anti-discrimination requirements and Luxetransit service standards.

Chauffeurs must use the chauffeur app honestly, accept jobs only when able to perform them, maintain professional presentation, follow dispatch instructions, protect passenger information, avoid unauthorised subcontracting, report incidents promptly, and never solicit off-platform payments or private bookings from Luxetransit customers.

Luxetransit may audit chauffeur performance, ratings, documents, vehicle condition, trip records, complaints, cancellations and safety events. Access may be suspended or terminated for misconduct, expired documents, poor service, unsafe driving, privacy breach, fraud, repeated late arrival or breach of these Terms.

12. Fleet, Owner Operators And Vehicles

Fleet partners and owner operators must ensure vehicles are registered, insured, roadworthy, clean, safe, appropriately licensed for the service, fitted with required equipment, maintained in accordance with manufacturer and regulatory requirements, and suitable for the booked vehicle class.

Vehicle documents, service records, insurance certificates, accreditation documents, photos and inspection records must be supplied on request. Luxetransit may remove a vehicle from service if documents expire, safety concerns arise or the vehicle does not meet brand standards.

13. Corporate Accounts

Corporate account administrators are responsible for authorised users, cost centres, booking permissions, passenger information, invoice details, approval workflows and payment arrangements. Corporate users must only make bookings for authorised business purposes unless Luxetransit agrees otherwise.

Corporate accounts may be subject to credit approval, spending limits, billing cycles, late payment charges, account suspension, reporting access and specific service level arrangements. If a corporate agreement conflicts with these Terms, the signed corporate agreement prevails to the extent of the inconsistency.

14. Tours, Events And Special Services

Tours, wedding transfers, event transport, VIP movements, multi-stop itineraries, hourly hire, interstate work and special services may require deposits, minimum hire periods, detailed run sheets, supplier coordination, special cancellation terms and additional conduct requirements.

Luxetransit is not responsible for venue delays, itinerary changes, passenger lateness, weather, road closures, event security decisions, airline changes or third-party supplier failures except to the extent required by law or expressly agreed in writing.

15. Accessibility Services

Luxetransit aims to support passengers with accessibility, mobility, assistance animal, wheelchair-accessible vehicle and special service requirements where suitable vehicles, trained personnel and lawful operating conditions are available.

Customers must provide accurate accessibility requirements at booking, including wheelchair dimensions where relevant, transfer assistance needs, assistance animal details, medical equipment, companion requirements and loading or access constraints.

Luxetransit will take reasonable steps to avoid discrimination and to provide requested services where operationally available and safe. We may decline or modify a service where the requested arrangement is unsafe, unlawful, unavailable, not suitable for the vehicle or requires support beyond the service booked.

16. Safety, Incidents And Complaints

Safety is a core condition of using the platform. Users must promptly report accidents, injuries, unsafe conduct, lost property, vehicle damage, discrimination, harassment, payment disputes, privacy incidents and suspected misconduct.

Luxetransit may record, investigate, share and act on incident information with insurers, legal advisers, regulators, law enforcement, chauffeurs, corporate administrators and other relevant parties where reasonably necessary.

17. Privacy

Luxetransit handles personal information in accordance with its Privacy Policy. By using the platform, you acknowledge that personal information may be collected, used and disclosed to operate bookings, profiles, dispatch, payments, safety, support, compliance, analytics, marketing and legal functions.

Chauffeurs, staff, fleet partners and corporate administrators must protect personal information and use it only for authorised Luxetransit purposes.

18. Intellectual Property

The Luxetransit name, brand, platform, designs, software, content, booking workflows, pricing logic, documents, logos, images, trade marks, service standards and data compilations are owned by or licensed to Luxetransit unless stated otherwise.

Users receive a limited, revocable, non-exclusive and non-transferable right to use the platform for approved purposes. No user may copy, reverse engineer, modify, resell, exploit, frame, scrape or misuse Luxetransit intellectual property without written permission.

19. Third-Party Services

The platform may integrate with third-party services such as payment processors, maps, flight tracking, authentication, communications, analytics, app stores, insurers, venues and travel partners. Their separate terms and privacy practices may apply.

Luxetransit is not responsible for third-party outages, app store rules, bank delays, telecommunications issues, map inaccuracies, flight data errors or venue restrictions except to the extent required by law.

20. Availability And Changes

Luxetransit aims to keep the platform available and reliable but does not guarantee uninterrupted access. Maintenance, cyber security events, supplier outages, network issues, demand spikes, regulatory changes, emergencies or events outside our control may affect availability.

We may update, replace, suspend or withdraw platform features, service areas, pricing structures, app functions, vehicle classes, corporate tools or policies where reasonably necessary.

21. Liability

To the maximum extent permitted by law, Luxetransit's liability is limited to the amount permitted under applicable law and, where lawful, to supplying the service again or paying the cost of having the service supplied again.

Luxetransit is not liable for indirect, consequential, special or economic loss, loss of profit, missed flights, missed events, loss of opportunity, loss caused by inaccurate customer information, passenger delay, unlawful passenger conduct, third-party failure or events beyond our reasonable control, except where liability cannot be excluded by law.

Nothing in these Terms excludes liability for death or personal injury caused by negligence where such exclusion is not permitted, fraud, wilful misconduct or rights that cannot be excluded under Australian law.

22. Indemnity

To the extent permitted by law, users, chauffeurs, owner operators, fleet partners and corporate account holders indemnify Luxetransit against losses, claims, damages, penalties, costs and expenses arising from their breach of these Terms, unlawful conduct, misuse of the platform, inaccurate information, damage to vehicles or property, privacy breach, fraud, unauthorised bookings or failure to comply with applicable law.

23. Suspension And Termination

Luxetransit may suspend or terminate accounts, bookings, chauffeur access, corporate account access or partner access where there is non-payment, suspected fraud, safety risk, serious complaint, expired compliance document, legal requirement, misuse of data, repeated cancellations, poor performance or breach of these Terms.

Termination does not affect amounts already owed, accrued rights, confidentiality, privacy, intellectual property, indemnities, liability limits, dispute resolution or terms intended to survive termination.

24. Disputes

Please contact Luxetransit first if you have a complaint or dispute. We will attempt to resolve issues fairly and promptly. We may request booking details, receipts, location information, driver reports, corporate account records, app logs, photos or other supporting information.

Where a dispute cannot be resolved informally, the parties agree to consider good-faith negotiation or mediation before commencing court proceedings, except for urgent injunctive relief, debt recovery or matters involving safety, fraud or regulatory obligations.

25. Governing Law

These Terms are governed by the laws of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of the courts of Victoria and the Commonwealth courts of Australia.

26. Changes To These Terms

Luxetransit may update these Terms from time to time. The latest version will be made available through the website or apps. Continued use of the platform after changes take effect means you accept the updated Terms. Material changes may be notified through reasonable platform or account communications.

27. Contact

General contact: Luxetransit Customer Support

Email: support@luxetransit.com.au

Legal notices: legal@luxetransit.com.au

Postal address: [Insert registered business address, Victoria, Australia]

Business details: [Insert legal entity name, ABN/ACN and contact number before publication]

References For Review

This draft has been prepared with reference to Australian Consumer Law guidance from the Australian Competition and Consumer Commission, privacy guidance from the Office of the Australian Information Commissioner, and Victorian commercial passenger vehicle reform material. Replace placeholders and obtain legal review before publication.