

LASTS Terms & Conditions of Services



1 GENERAL

1.1 AGREEMENT

By using our services, the Customer (you), make agreement with Land Air Sea Transport Solutions PTY LTD (LASTS) to adhere to these terms of trade. By engaging LASTS to provide you services, you are deemed to accept and be bound by these terms and conditions of services.

2 QUOTATIONS

Quotations are valid for 7 days from the date of issue unless otherwise noted.

A quote is not a confirmed booking until accepted by you and confirmed by LASTS.

3 BOOKINGS

3.1 MAKING A BOOKING

Bookings can be made by phone, or email 24 hours a day, 7 days a week.

3.2 AGENCY BOOKINGS

LASTS shall only deal with the agency who is paying for the booking regarding any changes or cancellations. For bookings made by agencies on behalf of an end user, the agency retains the responsibility to liaise with LASTS on behalf of the end user/s.

3.3 CHANGES TO BOOKINGS

Bookings are confirmed based on the information supplied when the booking was made. LASTS cannot guarantee availability of driver and/or vehicle to accommodate changes to timings or routes from the initial confirmed booking. Notwithstanding this LASTS will always try to accommodate any changes on a best endeavour's basis.

3.4 CANCELLATION POLICY

You shall give us as much notice as possible regarding cancellations of booked work. Where LASTS incurs no cost as a result of the cancellation, LASTS will not charge you. Where the cancellation occurs at or after the commencement of the job, LASTS shall charge the minimum time charge.

3.5 REFUND POLICY

Refunds do not apply to LASTS services.

4 RATES, FEES AND CHARGES

4.1 STANDARD RATES

Standard rates are available to customers on request and is also shown on LASTS invoices. LASTS reserves the right to review and amend rates at any time.

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4.2 LATE NIGHT/PUBLIC HOLIDAY RATES

An additional amount is applied to any part of a booking which includes the hours of 21:00 to 05:00 or that falls on any of the following Public Holidays:

- 1) Christmas Day,
- 2) New Year's Day, and
- 3) Good Friday

4.3 MINIMUM TIME CHARGE

All jobs will incur a minimum charge of 1 hour at the applicable standard or Late Night/Public Holiday rate.

4.4 OTHER CHARGES

LASTS shall pass on costs incurred as agreed with you that are required to complete the job. For example, driver accommodation, meals if a multi-day trip etc. LASTS will advise you and obtain your agreement prior to incurring any cost.

4.5 SERVICE CANCELLATIONS

Services may be suspended or cancelled in whole or in part at any time at the absolute discretion of LASTS. Reasons for cancellation or suspension may include (but is limited to) any of the following;

- Unforeseen operational circumstances
- Natural disaster or security (cyclone, airport closure due security threat etc.)
- Reasons where safety of LASTS passengers, agents or assets is in jeopardy

LASTS cannot be responsible for any costs incurred by agents, end user customers or passengers because of suspended or cancelled services.

5 SAFETY & QUALITY ASSURANCE

5.1 SEATBELTS

Seat belts must always be worn by all occupants while the vehicle is in motion as per Western Australian traffic regulations.

5.2 INTOXICATED PASSENGERS

Where, in the opinion of LASTS or its agents, a passenger may be intoxicated and are likely to pose a safety risk or nuisance to other occupants of the vehicle, LASTS reserves the right to refuse carriage of that passenger.

5.3 OFFENSIVE OR OBNOXIOUS PASSENGERS

To provide a harassment and discrimination free workplace, LASTS does not tolerate offensive or obnoxious passengers and as such reserves the right to refuse carriage.

5.4 SMOKING

Smoking in LASTS vehicles is always strictly prohibited.

5.5 CONSUMPTION OF FOOD OR BEVERAGES IN VEHICLES

The consumption of food or beverages in LASTS vehicles is prohibited.

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5.6 DANGEROUS GOODS

LASTS is not authorised to carry Dangerous Goods by road.

5.7 DRIVER QUALIFICATION

All LASTS drivers are qualified under the Western Australian Department of Transport for Charter Vehicle Services and additionally site-specific Company requirements where required.

5.8 DRIVER FATIGUE MANAGEMENT

LASTS operates a fatigue management and education program as prescribed by the Western Australian Department of Transport guidelines.

5.9 DRIVER ALCOHOL & OTHER DRUG (AOD) MANAGEMENT

LASTS operates an AOD management plan which includes random testing of drivers. LASTS also consents to testing of drivers by other parties as a condition to access to certain destinations.

5.10 COURIER SERVICES

LASTS is a passenger transport operation, due to security, customs and other risks, we are not able to accept any items for consignment on behalf of any individual passenger.

Where you would like LASTS to transport end user Company authorised unaccompanied items or packages, this may be done at the time of booking.

LASTS shall never make any form of declaration of contents or accept any responsibility for any unaccompanied items.

6 DAMAGE TO OR SOILING OF LASTS PROPERTY

Passengers may be held liable for any wilful damage to LASTS property. Where a passenger, in breach of these terms, causes the vehicle to be soiled, LASTS may apply a cleaning fee of up to \$400.00.

7 PERSONAL POSSESSIONS, BAGGAGE, CARGO & LOST PROPERTY

7.1 BAGGAGE WEIGHT, SIZE AND NATURE

Baggage shall be of a size and weight so as not to cause injury to any person nor create a hazard to occupants in the vehicle or damage to the vehicle. LASTS agents are prohibited from loading passenger baggage and it is the responsibility of the passenger to load and unload baggage from the vehicle or trailer.

7.2 VALUABLE OR FRAGILE PERSONAL EFFECTS (INCLUDING ELECTRONIC DEVICES)

Under no circumstance does LASTS accept any loss or damage claims for valuable or fragile personal effects. Given the nature of these items and the effect that road travel can have on luggage, it is recommended that any such items are kept on the owner's physical position on board the vehicle.

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8 LIABILITY & INSURANCE

8.1 LASTS LIABILITY

No liability can be taken LASTS, the Owner/Operators or any of its affiliates (3rd Party agents, Suppliers or Contractors) in case of, but not limited to, damage to personal belongings, personal loss, theft, injury or sickness whilst participating in designated activities.

Valuables should be kept with the passenger always.

LASTS reserves the right to alter the route, itinerary or to cancel the operation if road, weather or other conditions dictate.

Any personal expenses incurred by a passenger because of any curtailment, delay or alteration of any hire service, whether caused by flooding, fire, road closure, mechanical defect or any other causes, are the responsibility of the passenger.

In the event of break down or other unforeseen circumstances, the operator reserves the right to substitute vehicles other than specified to ensure the continued operation of the hire service.

8.2 LASTS INSURANCE

LASTS carries appropriate passenger liability insurance as required by the Western Australian Department of Transport. No additional policies are held in relation to baggage or cargo.

8.3 TRAVEL/PERSONAL INSURANCE

It is recommended that all passengers consider appropriate travel insurance based upon their individual needs.

9 FORCE MAJEURE

Neither party will be liable for failing to perform its obligations under this agreement if the failure is triggered by something beyond its reasonable control. This clause does not excuse payment or money due.

10 PRIVACY

Your personal information will be used only to the extent we require to be able to provide the services. It will not be sold to any other party. Please refer to our Privacy Policy for further information on our Data Collection processes.