Terms & Conditions

ELITE CLASS RIDES | EXPANDED DRAFT FOR OWNER REVIEW

3 November 2026 | ECR-TC-2026-11-03-DRAFT

Booking your ride

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Expanded draft for owner and legal review. Confirm the operational choices at the end before use. Provide these terms before booking acceptance; they do not apply retrospectively.

01 These terms and your booking agreement

These Terms & Conditions apply to quotes, bookings and pre-arranged transport supplied by Elite Class Rides (ECR) through its website, booking form, portal, email, phone or another approved booking channel. Services are offered across South East Queensland and elsewhere when confirmed in writing.

The written quote or booking confirmation identifies the particular service, vehicle, itinerary, price, payment requirements and any agreed additional charges. Booking-specific arrangements take priority over these general terms only to the extent agreed and permitted by law. Nothing here removes rights or remedies that cannot lawfully be excluded.

ECR will make the applicable terms available before you accept. The version agreed for a booking continues to apply to that booking unless both parties agree to a lawful change. Publishing a later version or issuing an invoice does not add new fees to an earlier agreement.

02 Quotes, accurate details and confirmation

Provide accurate passenger and billing contacts, pickup date and time, addresses, destinations, ordered stops, passenger numbers, luggage and flight details. Tell ECR about child seats, mobility needs and other arrangements affecting the vehicle or pickup. The person booking should have authority to arrange the service for the named traveller or company.

An enquiry, fare estimate or quote is not a confirmed reservation. Confirmation occurs when ECR sends written confirmation and any deposit, payment or approved account arrangement required in it has been completed. A quote remains available only for the period stated in the quote and is subject to availability until confirmed.

Check the confirmation and report errors promptly. Dates and pickup times use Brisbane local time (Australia/Brisbane, AEST) unless expressly stated otherwise. Allow appropriate time for flight check-in, appointments and events when requesting a pickup.

03 Hourly hire, fixed fares and included distance

The existing ECR hourly hire rates and allowances are retained below. They apply to hourly hire, subject to the written quote.

Vehicle	Hourly rate incl. GST	Minimum hire	Included distance	Extra distance
GAC M8 People Mover	$145.00	4 hours	220 km per booking	$2.95 per km
GWM Cannon Ute	$85.00	4 hours	220 km per booking	$2.37 per km

The distance allowance is for the whole booking, not each hour or leg. Partial hours are charged proportionally, subject to the four-hour minimum. The quote must identify the chargeable hire-time start and end, how distance is measured and any rounding method before acceptance.

Hourly rates include GST. Tolls, parking and any agreed waiting charges are separate. If a journey is quoted at an agreed fixed fare, that fixed fare applies instead of hourly hire unless the quote expressly says otherwise. A material change to the service requires agreement to any revised fare.

Payments and booking changes

04 Deposits, balances and approved accounts

Any deposit amount or percentage, due date, balance deadline and accepted payment methods must be stated in the quote or confirmation. A deposit counts toward the agreed fare and is not an additional charge.

A deposit is not automatically non-refundable. If a booking is cancelled, ECR may apply payments only against a lawful charge under the terms accepted for that booking. Any remaining refundable amount is returned. No cancellation fee is payable on an unconfirmed enquiry.

Where a required payment is late, ECR will contact the booking contact and explain the consequences, giving a reasonable opportunity to resolve the issue where practicable before releasing a reservation. Approved company accounts follow their agreed payment terms. No additional account penalty is imposed by these terms.

05 Tolls, parking, waiting and additional charges

Quotes should identify included items and the basis of known extras. Tolls, parking, waiting, requested stops, route changes and extended hire are charged only on the basis disclosed and agreed before booking or before an agreed change. ECR will explain a revised price before proceeding with a material change.

Tolls are separately itemised with the relevant route reference where available. GST treatment is identified on the invoice where relevant; GST is not added again to a price already stated as GST inclusive.

An included waiting allowance, chargeable waiting start and waiting rate must be stated in the quote or confirmation before a waiting fee applies. Ordinary assistance to board or leave the vehicle and to load or unload luggage is not subject to an extra assistance fee.

06 Changing the booking

Contact ECR promptly about changes to times, pickup points, destinations, stops, flights, passenger numbers, luggage or vehicle needs. Changes depend on vehicle and driver availability. A requested change is confirmed only when ECR agrees to it in writing.

ECR will explain any effect on the fare, deposit, timing or cancellation terms before you accept the revised arrangements. If ECR cannot accommodate the request, the original booking remains in place unless both parties agree otherwise or you cancel under the applicable terms. A request to change details is not automatically treated as a cancellation.

Cancellations, waiting and refunds

07 Customer cancellations and cancellation costs

Cancel by emailing info@eliteclassrides.com.au or calling +61 0468 798 302, particularly when pickup is approaching. Give your name, booking reference and pickup details. Keep a record of the notice and ask for acknowledgement. ECR will consider receipt records and reliable evidence of when notice reached its published contact channel; a later staff acknowledgement does not itself move notice into a later fee window.

The existing cancellation amounts are retained as the proposed schedule for confirmed bookings. They apply only where disclosed and accepted before booking, reasonably justified and permitted by law.

Notice before scheduled pickup	Proposed charge
More than 2 hours	$10.00 cancellation fee may apply
2 hours or less, including exactly 2 hours	$10.00 plus 50% of the total booked fare

The $10 fee is counted once. For a $100 booked fare, the late-cancellation example is $10 plus $50, giving $60, not an additional $10 on top of $60. The accepted quote should make clear the total booked fare on which the percentage is based.

ECR will take reasonable steps to reduce loss and consider costs saved, unused tolls or parking, and replacement work when assessing a charge. Charges will be adjusted where needed to avoid an excessive amount or double recovery. A breakdown can be requested. A lawful charge may be offset against payments already made, with any refundable remainder returned.

These customer-cancellation charges do not override remedies for a service failure or other rights under Australian Consumer Law. Any different booking-specific cancellation arrangement must be agreed in advance and remain lawful.

08 Late passengers, waiting and no-shows

Be at the agreed pickup point at the confirmed time and keep your phone available. If delayed, contact ECR as soon as possible. Any waiting allowance, waiting rate, no-show threshold and separate no-show charge must be disclosed before booking.

Before recording a no-show, ECR will check the agreed pickup point and make reasonable attempts to contact the traveller or booking contact. The confirmation should state that contact process and how long the driver will wait. ECR will not record a passenger no-show simply because its driver failed to attend the agreed place or time.

Waiting, no-show and cancellation charges must not be stacked to recover the same loss twice. Any charge remains subject to the accepted booking arrangements, reasonable loss and applicable law.

09 If ECR cancels, and how refunds are handled

If ECR cannot provide the confirmed service, it will notify you as soon as reasonably possible and discuss a suitable alternative. If no suitable alternative is accepted, ECR will refund payment for the service not provided and provide any other remedy required by law. A customer-cancellation fee does not apply merely because ECR cancels.

Where a refund is due, ECR will explain the calculation and arrange it without unreasonable delay, normally to the original payment method unless otherwise agreed. It will confirm processing progress; banks and payment providers may take additional time to show the refund. A credit voucher is offered only as an agreed option, not as a replacement for a refund required by law.

Pickup, vehicles and passenger needs

10 Pickup arrangements, airports and flight changes

Follow the pickup location and meeting instructions in the confirmation. Airport, event and road access restrictions may require a nearby lawful pickup location; ECR will explain the arrangement. Provide a working mobile number and accurate flight details, and advise of changes promptly.

Do not assume flight tracking, a free airport waiting period or a changed pickup time unless confirmed. ECR will discuss flight delays and availability, and explain any agreed additional waiting or parking charge. A driver will not be asked to stop illegally or breach road rules to meet a requested location.

11 Vehicle capacity, luggage and belongings

Passenger capacities exclude the driver. The existing stated vehicle capacities are retained:

• GAC M8 People Mover: up to 6 passengers; stated luggage capacity of 4 large bags, 2 small bags and 3 hand-held/lap-held bags.

• GWM Cannon Ute: up to 4 passengers; stated luggage capacity of 6 large bags and 4 small bags.

Safe capacity depends on actual bag sizes, passenger needs and the vehicle configuration. Tell ECR about bulky, fragile or unusual items before booking. Bag counts are not a promise to carry an unsafe load; ECR will discuss a suitable alternative where needed. Any hand or lap-held item must be carried safely and must not interfere with restraints.

Keep valuables secure, check the vehicle before leaving and report lost items promptly with your booking reference. ECR will take reasonable care of items it handles and assist with locating lost property. Any delivery or return cost must be agreed; this clause does not exclude legal responsibility for loss or damage.

12 Children, access needs and assistance animals

Child seats are available by request, subject to availability and confirmation. Provide the child's age and relevant size information before booking so an appropriate arrangement can be discussed. Confirm any seat supply, installation, vehicle space and quoted fee in advance. A seat is not booked until ECR confirms it.

Tell ECR about mobility needs, transfer assistance and equipment dimensions so the service can be planned safely. ECR will discuss what the particular vehicle can accommodate and suitable alternatives where needed. Assistance animals are accommodated as required by applicable law; ordinary pet travel should be arranged in advance. Ordinary boarding and luggage assistance are provided without an extra assistance fee.

For children, agree supervision and any handover arrangements before booking, consistently with applicable law. Passengers and drivers must follow the restraint rules that apply to the service. These terms do not replace those requirements.

Safe travel and service records

13 Safe conduct, cleaning and damage

Wear required seatbelts, follow reasonable driver instructions and behave respectfully. Do not smoke, vape, consume alcohol during the journey, threaten others or ask the driver to break road rules. ECR may pause or end travel where reasonably necessary for safety or legal compliance, explaining the issue and discussing alternatives where practicable.

Any claim for passenger-caused damage or exceptional cleaning must be reasonable, supported by evidence and legally recoverable, taking ordinary wear and ECR's own responsibility into account. ECR will explain the basis and allow you to respond. No automatic cleaning penalty, damage bond or unrestricted card-debit authority is created by these terms.

14 Delays, substitution and service interruption

Traffic, weather, road closures, flight changes and events may affect travel times. ECR will plan and perform the service with due care and skill and communicate significant disruptions. An estimate is not an exact arrival guarantee unless expressly agreed, but this does not excuse a service failure or remove consumer remedies.

If the vehicle, timing or another material part of the confirmed service must change, ECR will explain the proposed alternative and any price effect and seek agreement. An unaccepted material change is not authority to charge a higher fare. Where the confirmed service cannot be supplied and no suitable alternative is accepted, section 9 applies.

For emergencies or circumstances preventing performance, ECR will discuss the circumstances, safety arrangements and the lawful payment/refund outcome. There is no blanket rule allowing ECR to retain all payments simply because an event is outside its control.

15 Invoices, payment links and records

Provide the correct company or client billing name, email and address before invoicing. The invoice identifies the booking, charges, due date and GST treatment where relevant. Contact ECR promptly about an error. Appropriate corrections or adjustment records will preserve the original record and audit trail.

A fare estimate or invoice is not proof of payment. Payment confirmations and any later refunds are recorded separately; an invoice's payment figures may reflect the position when issued. Keep private booking and payment links secure. Enter card details only through the secure payment service, not in an email to ECR. Any card debit must have an appropriate lawful basis and authority.

Your rights and administration

16 Consumer guarantees and responsibility

Nothing in these terms excludes, restricts or modifies a guarantee, right, liability or remedy that cannot lawfully be excluded or limited. Applicable Australian Consumer Law rights, including service guarantees and remedies, continue to apply. ECR remains responsible where the law makes it responsible, including for legally recoverable loss caused by a service failure.

A cancellation or refund dispute will be assessed on the accepted arrangements and applicable law. A customer is not required to waive statutory rights, accept a voucher instead of a legally required refund, or abandon access to a court or consumer agency.

17 Privacy and secure account use

ECR handles personal information in accordance with its Privacy Policy and applicable law. Information needed to arrange a ride may be shared with the assigned driver and service providers supporting transport, payments or booking administration. This clause does not authorise unrelated marketing or unnecessary disclosure.

Keep portal credentials and private links confidential and notify ECR if they may be compromised. Give only information reasonably needed for the booking and discuss sensitive access or health-related needs directly where appropriate. ECR will use the relevant booking information to respond to service, billing and privacy enquiries.

18 Complaints, governing law and contact

For a question, change, cancellation, refund or complaint, contact info@eliteclassrides.com.au or +61 0468 798 302. Include your booking reference, journey date, what happened and the outcome requested. ECR will review the records, explain its response and communicate progress. Urgent pickup changes should also be raised by phone.

If unresolved, customers may seek assistance from Queensland Office of Fair Trading, another appropriate regulator, legal adviser or court. These terms are governed by Queensland law and applicable Australian law, without removing any mandatory rights or lawful forum available to a customer. If a provision cannot lawfully operate, the remaining terms continue to the extent legally possible.

Owner decisions before public use

1. Confirm the hourly rates, four-hour minimum, 220 km booking allowance, proportional partial hours and extra-distance rates remain current.

2. Set the chargeable hire-time start/end and the distance measurement/rounding rule in each hourly quote.

3. Decide the deposit amount or percentage, payment and balance deadlines, accepted methods and approved-account arrangements.

4. Review the $10 standard and $10 plus 50% late-cancellation schedule for lawful, reasonable loss; define the booked-fare basis and treatment of unused tolls, savings and replacement work.

5. Set the waiting allowance/rate, airport delay arrangements, no-show threshold and fee (if any), and the driver contact process.

6. Confirm vehicle/luggage capacities, child-seat and access arrangements, any agreed fees and refund processing expectations.

7. Ensure website, quotes, booking confirmations, the cancellation page and invoice summary refer to consistent terms. Provide them before acceptance and retain the accepted dated version. Do not apply this expanded draft retrospectively.

Drafting references checked 3 November 2026

ACCC - contracts and unfair terms

ACCC - consumer rights and guarantees

Consumer Affairs Victoria - cancellation guidance

Queensland - ride-booking passenger standards