



## TERMS AND CONDITIONS

### 1. Who we are

- 1.1 Stay Connected Australia is a business (the **Business**) traded by Stay Connected Australia Pty Ltd 678 347 512 (the Company, **we, us** and **our**). The Business offers private and group transportation and rideshare services in affiliation with various facilities and providers in Australia.
- 1.2 To contact us please email [info@stayconnected.com.au](mailto:info@stayconnected.com.au), telephone us on (+61) 0438 771 343 or write to us at PO Box 6158, Meridan Plains, Queensland.

### 2. Binding Terms and Conditions

- 2.1 These terms and conditions (**Terms**) apply to your use of our website or the provision of Services by us to you (**Contract**). To the extent permitted by law, no other terms are implied by trade, custom, practice or course of dealing.
- 2.2 These Terms form part of your Booking and are legally binding on all individuals included in the Booking.
- 2.3 Please take the time to read our Terms and familiarise yourself with them, as they apply to the use of our website and our Services. If your Booking includes one or more individuals, you are required to convey and present these Terms to all individuals included in your Booking so that they may also note and understand our Services and these Terms.
- 2.4 If you have completed the Booking on behalf of one or more individuals, you warrant that the information provided on behalf of those individuals is true and correct, and that you are authorised to provide us with such information. In exchange, you acknowledge and authorise us to use and rely on such information for the purposes of facilitating the Services.
- 2.5 These Terms constitute the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on (whether verbal or non-verbal) any statement, promise, representation, assurance or warranty (by us, our agents, employees, affiliates, contractors or other third parties) except those expressly set out under these Terms.

### 3. Booking

- 3.1 Your Booking with us is confirmed when the following items have been completed:
- (a) you have submitted the Booking Enquiry via the business website (or any enquiry form provided to you);
  - (b) you have provided us with any further details or information we may require to consider the Booking (including completion of any ancillary documentation);



(c) you have paid the Fee in accordance with our payment directions (if requested); and

(d) we have confirmed (in writing to your nominated email or by text to your contact phone number) our acceptance of the Booking and provided you with a Booking Confirmation.

3.2 In completing the Booking, you acknowledge that our Services, inclusions, Extras and other features (if any) connected to the Business may vary from time to time without prior notice to you. Any descriptions or illustrations on the website are published for the sole purpose of giving an indicative idea of the Services and we reserve the right to vary the Services in accordance with these Terms and based on the details of your Booking and any Booking Variation.

3.3 Please note that your payment of the Fee does not mean the Booking is accepted by us. Our acceptance of the Booking will take place only when we confirm our acceptance to you in writing (under clause 3.1(d)). However, we reserve the right to cancel the Booking up until the date of the Booking in accordance with these Terms. You are bound by the Terms in accordance with clause 2, however if we are unable to accept an individual whom has been included in your Booking, we (in our sole and absolute discretion) will inform you of our rejection and remove the individual(s) from the Booking.

#### 4. **Payment Policy**

4.1 Our Fee(s) are as disclosed to you as part of our Booking Confirmation (which may vary from time to time at our sole discretion). Any rates or fees published on our website [<https://www.stayconnectedsc.com.au>] are indicative only.

4.2 All Fee published on the website (or otherwise disclosed to you) are exclusive of GST.

4.3 You may pay the respective Fee by internet banking, cash or via any third-party payment platform (if applicable).

4.4 If you are reliant on a third party entity or individual to satisfy payment of our Fee or any invoice connected to our Services, you warrant that you will take all necessary steps to bring about prompt payment of our Fee and/or invoices.

4.5 Upon your payment of the Fee (unless you pay by direct internet banking), you may be redirected to a third party payment platform (e.g RezdyPay, Stripe, PayPal or any platform connected with a third party booking agent) ("**Third Party Payment Terms**"). You will thereby be bound by the billing and Third Party Payment Terms of such platform which are separate to these Terms. It is your responsibility to review (including any member of your Booking) any Third Party Payment Terms and take reasonable steps to verify payment directions, accounts or links for cyber security purposes. We bear no liability in relation to the **Third Party Payment Terms**.

4.6 Any other method of payment of a Fee (or the Extras) must otherwise be acceptable to us. If you wish to upgrade or vary your Booking or purchase any of the Extras you must notify us by email or by phone prior



to the Booking Date (and otherwise in accordance with our directions) so that we may promptly organise Booking and/or Extras for you. If we fail to organise the requested Extras, we bear no liability whatsoever.

- 4.7 Purchasing the Extras is strictly dependent on timing, our capacity (with consideration to other bookings) and other factors which may be beyond our control and shall at a cost determined by us (with consideration to fees of any third-party providers, if applicable).
- 4.8 Any invoices issued to you must otherwise be paid in accordance with the invoice terms and/or our payment directions and failing that, within 14 days of the invoice date.
- 4.9 Any late payments will be subject to default interest accruing at 15% per annum (on the total debt) calculated on a daily basis until payment of the invoice(s), charges and other amounts are paid up in full.
- 4.10 All payments to us, third-party providers or contractors are non-refundable unless otherwise determined by us (in our absolute direction) or as may be required under the Australian Consumer Law if validly made out.

## **5. Cancellation & Refund Policy**

- 5.1 We reserve the right (in our sole and absolute discretion) to cancel your Booking request and/or any Services connected to your Booking at any time due to severe weather or natural disaster, Force Majeure events, guidelines, regulations or directions prescribed by a State or Commonwealth government, agency or a competent authority which may impact the provision of the Services, cancellation of any third-party providers associated with the Services (if applicable), any event or circumstance which may void our policy of insurance or any other ground which, acting reasonably, either:
  - (a) advances your best interests; and/or
  - (b) would not make the Services feasible or operational.
- 5.2 You acknowledge that in the provision of our Services, we are required to observe driver and vehicle road-safety requirements, regulations and laws. Notwithstanding any other Term of this Contract, we reserve the right to cancel a Booking, without prior notice to you, if a driver or a respective vehicle fails to meet the required standard, regulation, certification, direction or legislative ruling. If we cancel a Booking in these circumstances, you waive your right to bring a claim, action, suit or proceeding against us for any losses or damages sustained, whether directly or indirectly. Any upfront Fee paid by you will be reimbursed to you, less the Administrative Fee.
- 5.3 Without limiting clause 5.1, we reserve the right to cancel your Booking and/or any part of the Services with immediate effect without refunding the Fee (whether paid prior to, or charged as part of the Booking) if:
  - (a) we are of the (reasonable) opinion that you (or any member included in the Booking) are impaired by illegal drugs, substances or alcohol;



- (b) you place the driver, any member included in the Booking or members of public in danger (or cause any person to feel threatened or in danger), or your conduct increases the risk of harm to others or likelihood of a hazard occurring, or you pose an unreasonable health risk to others;
- (c) you breach any of the Acknowledgements under clause 6;
- (d) you breach these Terms;
- (e) you breach a term of our policies (published on our website).

5.4 We will notify you of our cancellation of the Booking pursuant to the circumstances under clause 5.1, in which case you will be entitled to elect one of the following options:

- (a) re-book the Services on an alternative date;
- (b) apply the Fee as a credit or gift voucher towards another Booking to be used by you or another party (subject to our acceptance of the Booking and these Terms);
- (c) request the Fee be refunded, less the Administrative Fee.

5.5 The following terms apply if you (or any individual included in the Booking) cancel the Booking following payment of the Fee:

- (a) if you notify us in writing of your request to cancel your Booking more than 24 hours from the Booking Date, you will a full refund of the respective Fee, less the Administrative Fee; and
- (b) if you notify us in writing of your request to cancel your Booking within 24 hours of the Booking Date, you will not be entitled to a refund.

5.6 If you do not arrive at the required destination on the Booking Date (or otherwise in accordance with our directions) and unless we receive correspondence from you providing details of your delay circumstance or reasons for non-attendance, we reserve the right to retain (and charge you) 100% of the Fee and shall, at our sole and absolute discretion, refund the Fee or a proportion of the Fee (less the Administrative Fee) to you, however we are not obliged to do so. We acknowledge that we will wait at the required destination for 15 minutes and take reasonable steps to locate the booking party or members.

5.7 If during the provision of our Services you wish to make a change to the Booking, whether it be additional stops (to desired destination(s)), a change to the end destination, picking up other individuals or any other request which may result in an extended journey, we may charge you based on such change to the Booking (**Booking Variation**). Payment shall be in accordance with our directions and any invoice provided to you for the Booking Variation is payable within 14 days of the date of the invoice.

5.8 Notwithstanding any other term, any refund of the Fee under these Terms constitutes a full and final settlement between you and us and you are not entitled to bring any action, claim, proceeding or demand against Stay



Connected Australia Pty Ltd (or any of its authorised persons, officers, agents, employees or contractors whatsoever) for loss or damage suffered by you or individual included in your Booking.

## **6. Acknowledgements**

6.1 You acknowledge, warrant and accept that:

- (a) upon making the Booking, you (and any member included in the Booking) are not participating in the Booking or any activities which are contrary to medical advice or the directions of your authorised carer or any other authorised person, and that we may rely on this acknowledgement;
- (b) we may rely on the information disclosed in your Booking and to us as true and correct in every respect (e.g personal details, medical information and any pre-existing conditions or ailments, dietary requirements, emergency contact details) and that we may rely on this information for the purpose of carrying out the Services. Any personal information is subject to our Privacy Policy;
- (c) upon making the Booking and at the Booking Date, you are capable of participating in the Booking and the provision of the Services and any Extras;
- (d) you (and any member included in the Booking, including any pet) will not consume any beverages or food while inside the vehicle;
- (e) you (and any member included in the Booking) must not in any circumstance carry any dangerous or hazardous goods or materials and you further acknowledge that you are subject to the Australian Code for the Transport of Dangerous Goods by Road & Rail [accessed here: <https://www.ntc.gov.au/codes-and-guidelines/australian-dangerous-goods-code>];
- (f) you (and any member included in the Booking) are responsible for your own property and belongings and we bear no liability should you misplace, lose or damage your personal property. We will conduct inspections of the vehicle when time permits and if it is safe to do so and if any lost property is identified, we can deliver the property to you for a fixed fee of \$55 (payable in accordance with our payment terms, and otherwise within 7 days of delivery to you);
- (g) you will seek our prior written consent to bring a pet as part of your Booking and shall take all reasonable endeavours to toilet your pet prior the commencement of our service and throughout the service, and further acknowledge that:
  - (1) you are responsible for your pet in every respect;
  - (2) we bear no liability in respect of any injury or harm incurred by your pet;



- (3) you are liable for our cleaning costs (and other consequential fees and charges) resulting from messes, spills and spoils from your pet.
- (h) you may be subject to the directions, guidance, rules and/or other recommendations of a third-party provider, agency, facility, carer or authorised person which you must, acting reasonably, observe and/or promptly bring to our attention so that we can appropriately plan around, consider or observe such directions;
- (i) you must disclose to us if you are unwell to travel, exhibit any cold or flu-like symptoms or other symptoms or complications which, acting reasonably, render you unable to participate in the Booking, travel, activities, Extras or place an unreasonable health risk to others (e.g. the driver and members of public). [E.g you have contracted a contagious and/or transferable illness];
- (j) you must follow our reasonable directions at all times, whether it be during the course of travel or otherwise, including but not limited to wearing suitable Personal Protective Equipment (PPE), refraining from doing certain acts;
- (k) any fines, infringements, penalties, tolls or other expenses incurred by us as a result of your conduct during the provision of our Services are strictly payable by you. These amounts are payable in accordance with our invoice terms and may otherwise recover such amount(s) against you as a liquidated debt (including our costs incurred in recovering such amount(s) against you);
- (l) any mess, spills or soils (whether by you or any pet) which:
  - (1) precludes us from fulfilling our Services on any given day; and
  - (2) requires us (or a third-party contractor) to clean and/or detail the vehicle,will attract a charge of \$450 (inclusive of GST) (fair wear and tear accepted) payable in accordance with our directions. Any charges by a third-party contractor which exceed this fee (\$450) may be passed onto you in our sole and absolute discretion;
- (m) you (and any member included in the Booking) are liable for the cost of repair works or any insurance premium (including any increased premium resulting from your conduct) in relation to damage caused to the vehicle (whether directly or indirectly) as a result of your conduct;
- (n) the Booking may include activities, various risks and hazards which may be beyond our reasonable control. You acknowledge and agree that your participation in the Booking is at your own risk and of your own free will. (Such activities include vehicle transportation, walking from point-to-point, traversing roads);
- (o) we reserve the right to terminate the Booking with immediate effect if, in our sole discretion, your conduct is placing another member or person at risk or is adversely affecting the enjoyment of other members (including members of public), for whatever reason;
- (p) we reserve the right to terminate your participation in the Booking and our services (including members of your Booking) with immediate effect for non-compliance of rules or directions, unlawful,



disorderly or offensive behaviour, misconduct or abusive behaviour, theft, assault, recklessness, or any other ground (acting reasonably);

- (q) we give no guarantee, representations or promises in relation to the carrying out of our Services, arrival and departure times, nor can we guarantee the services provided by any third parties associated with your Booking and you hold us harmless in this respect;
- (r) if a minor (under 18 years of age) is a member of the Booking, you confirm (upon completing the Booking) that you are the parent or authorised guardian with legal responsibility for the participant of a minor age ("the Minor"), and consent and agree to release Stay Connected Australia Pty Ltd of all liability and for the Minor, release and agree to indemnify Stay Connected Australia Pty Ltd for any and all liabilities arising from and incidental to the Minor's participation in the Booking and our Services;
- (s) you must not to act in a manner which may distress, endanger or offend other members (including members of your Booking and the general public), including our staff;
- (t) you have read and understood these Terms and acknowledgements and have made appropriate arrangements to comply with these Terms;
- (u) it is your obligation to:
  - (1) comply with these Terms;
  - (2) present and convey these Terms to all Members of your Booking;
  - (2) make a note of the Booking and if necessary, confirm the details of the Booking with us prior to the Booking Date. You further acknowledge that if you fail to arrive at the pick-up destination you will incur a "no-show" fee under clause 5.6.

## **6. Your obligations**

6.1 It is your obligation to ensure that:

- (a) the terms of your Booking and all information disclosed to us is true and correct in every respect;
- (b) you comply with the terms under clause 6;
- (c) you comply with our written and verbal directions during the course of the Booking and during the provision of the Services;
- (d) you cooperate with us in relation to the Services;
- (e) you obtain any required visa(s), permissions, authorisations and consents which may be required as part of your Booking;
- (f) you comply with our policies and applicable laws, including health and safety laws;
- (g) you do not cause damage to the vehicle, whether negligently, wilfully, maliciously or otherwise;
- (h) all fees, costs, charges, expenses and other amounts associated with the Booking, including consequential or unanticipated losses or expenses are payable by you, particularly any such amounts incurred by us as a result of your conduct, wilful act, omission, negligence or breach of these Terms.





6.2 If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in clause 6.1 or these Terms (**Your Default**):

- (a) we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the Contract;
- (b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
- (c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

## **7. Indemnity**

7.1 You agree to fully indemnify us, employees, agents, authorised personnel, contractors, contributors, third party providers and licensors (**Indemnified Persons**) and hold the Indemnified Persons harmless from and against all actions, suits, claims, demands, losses (including any direct, indirect, special or consequential losses), liabilities, damage, charges, expenses, interests, penalties and costs (including legal costs calculated on a full indemnity basis) incurred, suffered or arising out of or in connection with:

- (a) any breach of your obligations contained in these Terms;
- (b) your breach, wilful act, omission or negligent performance or non-performance of these Terms;
- (c) the enforcement of the Contract;
- (d) any claim made against us for actual or alleged infringement of a third party's intellectual property rights in relation to your interaction with us or use of our Services;
- (e) any claim made against us by a third party arising out of or in connection with the provision of the Services to you;
- (f) any claim made against us by a third party for death, personal injury or damage to property arising out of or in connection with your use of our Services.

7.2 The indemnities in clause 7.1 apply whether or not you have been negligent or at fault.

7.3 The indemnities in clause 7.1 are continuing obligations of you, independent from your other obligations under these Terms and survive termination or expiry of the Contract, and they are absolute and unconditional and unaffected by anything which otherwise might have the effect of prejudicing, releasing, discharging or affecting your liability.

## **8. Waiver**

8.1 Notwithstanding the risks associated with the Services and your acknowledgements provided herein, you release us (to the maximum extent) from:

- (a) all liability associated with any injury or loss sustained during the course of the Booking;





- (b) all liability associated with any injury or loss sustained by you while participating in the activities and our Services (to the extent permitted under the Terms and by law);
- (c) any loss or damage sustained as results of mechanical issues beyond our reasonable control (e.g breakdowns, flat tyres, traffic incidents or accidents, delays);
- (d) all liability associated with the losses sustained under clause 10;
- (e) any claims made against us by a third party arising out of or in connection with the provision of the Services;
- (f) any claim, action or proceeding made against us by a third party for death, personal injury or damage to property arising out of or in connection with our Services.

## **9. Intellectual property rights**

- 9.1 All intellectual property rights in or arising out of or in connection with the Services will be owned by us.
- 9.2 We agree to grant you a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the deliverables specified in your subscription (excluding materials provided by you, if any) for the purpose of receiving and using the Services and such deliverables in your business or for your personal use only. You must not assign or otherwise transfer the rights granted in this clause 9.2.
- 9.3 You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services to you.
- 9.4 We may take and use photographs or video footage of our tours, events or other activities organised by us, to be used for our website, social media, commercial or advertising purposes. You (and any member included in your Booking) agree to be photographed or filmed in our video footages. If you (and any member included in your Booking) do not wish your image to be used or included in any of our audio-visual material, please inform us in writing before the Booking Date or the respective activities.

## **10. Limitation of liability**

- 10.1 Nothing in this Contract limits or excludes our liability:
  - (a) for death, personal injury or damage caused directly as a result of our negligence or willful misconduct or that of our employees, as applicable;
  - (b) for fraud or fraudulent misrepresentation by us or our employees, as applicable; or
  - (c) where liability cannot be limited or excluded by applicable law.
- 10.2 Subject to clause 10.5 we will not be liable to you, whether in contract, tort (including negligence) or otherwise, for any special, indirect or consequential loss arising under or in connection with this Contract, including any:
  - (a) loss of profits;
  - (b) loss of sales or business;



- (c) loss of agreements or contracts;
- (d) loss of monies suffered under agreements or contracts entered between you and third parties;
- (e) loss of business opportunity;
- (f) loss of anticipated savings;
- (g) loss of or damage to personal property or goodwill;
- (h) loss of medical costs and expenses;
- (i) loss of reputation;
- (j) loss of costs and outlays incurred outside this Contract;
- (k) loss of use or corruption of software, data or information.

- 10.3 Subject to clause 10.5, our maximum aggregate liability to you for any loss or damage or injury arising out of or in connection with the performance or non-performance of services under this Contract, including any breach by us of this Contract however arising, under any indemnity, in tort (including negligence), under any statute, custom, law or on any other basis, is limited to the Fee.
- 10.4 Nothing in this Contract is intended to have the effect of excluding, restricting or modifying the application of all or any of the provisions of Part 5-4 of the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (**ACL**), or the exercise of a right conferred by such a provision, or any liability of ours in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL to a supply of services.
- 10.5 If we are liable to you in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL that cannot be excluded, our total liability to you for that failure is limited to, at our option, the resupply of the services or the payment of the cost of resupply.
- 10.6 This clause 10 will survive termination of the Contract.

## **11. Notices**

- 11.1 When we refer to "in writing" in these Terms, this includes email.
- 11.2 Any notice or other communication given under or regarding these Terms must be in writing and be delivered personally, sent by pre-paid post or email.
- 11.3 A notice or other communication is deemed to have been received:
- (a) if delivered by hand to the nominated address, when delivered to the nominated address;
  - (b) if sent by pre-paid post, at 9.00 am (addressee's time) on the second Business Day after the date of posting; or
  - (c) if sent by email, at the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.



11.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

11.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

## **12. Variation**

12.1 We reserve the right to change or modify these Terms at any time, consistent with applicable laws and principles and without notice to you. These changes will be effective as of the date we post the revised version on our website. It is your responsibility to review these Terms prior to use and periodically throughout your use of our website and services.

12.2 Your continued use of our website and our services, including any interaction between you and us relating to events, membership, social media, newsletters and other products or services provided by us is deemed as acceptance of any modifications and amendment to these Terms.

## **13. No waiver**

13.1 Neither of us may rely on the words or conduct of any other party as being a waiver of any right, power or remedy arising under or in connection with these Terms unless the other party or parties expressly grant a waiver of the right, power or remedy. Any waiver must be in writing, signed by the party granting the waiver and is only effective to the extent set out in that waiver.

13.2 Words or conduct referred to in clause 13.1 include any delay in exercising a right, any election between rights and remedies and any conduct that might otherwise give rise to an estoppel.

## **14. Assignment and novation**

14.1 We may assign or transfer our rights and obligations under the Contract to another entity.

14.2 You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

14.3 A breach of clause 14.2 by you entitles us to terminate this Contract.

## **15. Severability**

15.1 If the whole or any part of a provision of these Terms is or becomes invalid or unenforceable under the law of any jurisdiction, it is severed in that jurisdiction to the extent that it is invalid or unenforceable and whether it is in severable terms or not.

15.2 Clause 15.1 does not apply if the severance of a provision of these Terms in accordance with that clause would materially affect or alter the nature or effect of the parties' obligations under these Terms.



## 16. Relationship of the parties

- 16.1 The Terms (comprising this Contract) is between you and us. No other person has any rights to enforce any of its terms.

## 17. Announcements

- 17.1 No party will make, or permit any person to:
- (a) use the other party's trade marks, service marks, trade names, logos, symbols or brand names, in each case;

without the prior written consent of the other party, except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

## 18. Dispute Resolution

- 18.1 A party to this Contract claiming that a dispute has arisen from or in connection with this Contract (**Dispute**) must not commence court or arbitration proceedings arising from or relating to the Dispute, other than a claim for urgent interlocutory relief, unless that party has attempted to resolve the Dispute in accordance with this clause 18.
- 18.2 Compliance with this clause is a condition precedent to the right of any party to commence litigation or arbitration arising from, or in connection with, the Dispute.
- 18.3 A party to this Contract claiming that the Dispute has arisen must give a written notice to the other party to this Contract, specifying the nature of the Dispute (**Dispute Notice**) together with relevant supporting documents.
- 18.4 Following service of the Dispute Notice, the parties must meet promptly and within 30 days from the date of service of the Dispute Notice and attempt in good faith to resolve the Dispute.
- 18.5 If the parties have for any reason been unable to resolve the Dispute within 30 days of service of the Dispute Notice, the parties must attempt to settle it in good faith by mediation administered by the Australian Disputes Centre (**ADC**), in accordance with ADC Guidelines for Commercial Mediation applicable at the time the matter is referred to the ADC and which are deemed to be incorporated into these Terms. The mediation will be held in Brisbane, Australia.
- 18.6 If 60 days have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either party may request the mediator to terminate the mediation and the mediator must do so.
- 18.7 This clause 18 survives termination or expiry of these Terms.



**19. Grant of Security**

19.1 You agree to grant to us (the Company):

- (a) a PPSA Security Interest over all PPSA Personal Property; and
- (b) a fixed charge over all Other Property,

to secure the complete and punctual payment of all monies payable under this Contract and performance of your obligations under this Contract.

You acknowledge that, for the purposes of section 20(2)(b)(ii) of the PPSA, the PPSA Security Interest over all PPSA Personal Property is taken in all your present and after-acquired property.

19.2 Terms in this clause 19 that are defined in the PPSA have the same meaning as in the PPSA unless the context indicates otherwise.

19.3 You acknowledge and agree that if the Contract (or a transaction in connection with it) creates a PPSA Security Interest, including where applicable, a purchase money security interest (PMSI) in favour of the Company in any Company supplied items (however defined or described) under the Contract including, without limitation, any plant, equipment, machinery, fuel or any other personal property (Collateral) supplied by the Company to you under the Contract:

- (a) each PPSA Security Interest in the Collateral (and any proceeds) is registrable on the PPSR;
- (b) the Contract constitutes a security agreement for the purpose of the PPSA; and
- (c) this clause 19 applies to each PPSA Security Interest in favour of the Company.

19.4 You consent to and grant the Company the right to register any applicable PPSA Security Interest as described in clause 19.3.

19.5 You further consent to the Company perfecting any security interest arising in connection with its agreement by registering a financing statement on the PPSR and any other applicable security registers in any manner it considers appropriate. You agree to do anything the Company reasonably asks to ensure that the security interest is enforceable, perfected and otherwise effective, and has priority over all other security interests.

19.6 You agree to pay or reimburse the Company for any fees or charges for the PPSR or other registrations contemplated by this clause 19.

19.7 You waive your right to receive any notice (including notice of a verification statement) that is required by the PPSA unless the notice is required by the PPSA and cannot be excluded.

19.8 To the extent permitted by law, the parties contract out of, and you waive your rights, under the following provisions of Chapter 4 of the PPSA:

- (a) section 95 (notice of removal of accession), to the extent that it requires the Company to give a notice;



- (b) section 96 (when a person with an interest in the whole may retain an accession);
- (c) section 121(4) (enforcement of liquid assets - notice to grantor);
- (d) section 125 (obligation to dispose of or retain collateral);
- (e) section 130 (notice of disposal), to the extent that it requires the Company to give a notice to you;
- (f) section 132(3)(d) (contents of statement of account after disposal);
- (g) section 132(4) (statement of account if no disposal);
- (h) section 142 (redemption of collateral); and
- (i) section 143 (reinstatement of security agreement).

## **20. Governing law and jurisdiction**

- 20.1 These Terms, their subject matter and their formation, are governed by the laws of Queensland, Australia without reference to conflict of law principles.
- 20.2 Each party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in Queensland, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with these Terms.
- 20.3 Each party irrevocably waives any right it has to object to the venue of any legal process in the courts described in clause 20.2 on the basis that:
- (a) any proceeding arising out of or in connection with these Terms has been brought in an inconvenient forum; or
  - (b) the courts described in clause 20.2 do not have jurisdiction.

## **Definitions**

**Administrative Fee** means the sum of \$3.00 plus GST (which may vary from time to time without notice to you) on account of administrative and handling costs associated with the Booking and provision of the Services.

**Booking Date** means the commencement date of the Services connected to your Booking conducted by Stay Connected Australia Pty Ltd.

**Booking** means the booking you made with us for Services via the business website or with us directly (whether by email correspondence or otherwise of which is accepted by us). Such booking may be placed by you directly or via a third-party agent, facility (e.g aged care facility or other provider) or an authorised person or attorney (on your behalf).

**Booking Confirmation** means formal written correspondence (e.g email or text) from an employee, director or agent of Stay Connected Australia Pty Ltd to you (the party whom made the Booking) confirming the Booking has been accepted.

**Extras** means any additional services (outside of private or group transportation) that may be published, marketed or disclosed to you, from time to time, including but not limited to any courses or seminars operated by us, our contractor(s) or an industry affiliate.



**Fee** means the fee payable for the respective Services connected to your Booking (or any Booking Variation), as published on the business website or otherwise as notified by Stay Connected Australia Pty Ltd, from time to time. Such Fee may be payable prior to the provision of Services, or otherwise in accordance with our invoice terms.

**Force Majeure** events means an act of God, peril of the sea, accident of navigation, war (including civil war), sabotage, riot, insurrection, civil commotion, national emergency, martial law, fire (including wildfire), explosion, lightning, flood, tsunami, cyclone, hurricane, tornado or other major weather event, earthquake, landslide, volcanic eruption or other natural catastrophe, epidemic, pandemic, quarantine, outbreaks of infectious disease or any other public health crisis, radiation or radioactive contamination, national strike or other major lack of availability of labour, materials, machinery or equipment beyond the control of the affected party.

**Member** means (and includes) all individuals included in your Booking or participating in the provision of our Services.

**Other Property** means all property of the you (as the Booking party or Member(s)) that is not PPSA Personal Property (whether present or acquired after the execution of the Contract).

**PPSR** means the Personal Property Securities Act 2009 (Cth).

**PPSA Personal Property** means all of your:

- (a) present property and after-acquired property in which you (as the booking party or Member(s)) can be a grantor of a PPSA Security Interest including property in which you have, or may in the future have, rights or the power to transfer rights; and
- (b) present and after-acquired PPSA retention of title property (as the term "PPSA retention of title property" is defined in the Corporations Act),

including present and after-acquired proceeds from the sale of any such property.

**PPSA Security Interest** has the meaning given to the term "security interest" in the PPSA.

**Services** includes the services and features published on the website and otherwise as disclosed to you, including but not limited to door-to-door and multi-stop transportation, of which may be private or group bookings. The services may also include any other activities or Extras accepted by us in your Booking, which may vary from time to time.

**Stay Connected Australia Pty Ltd 678 347 512** means and includes the directors and its employees, agents, authorised personnel, contractors, successors and assigns.

**You** means the individual who made the Booking with us, including any other Member included in your Booking.