

Checker Cabs & Town Cars

PRIVACY POLICY

Your privacy is important to us. This Privacy Policy covers how we collect, use, disclose, transfer, and store your information. Please take a moment to familiarize yourself with our privacy practices.

Information about its customers who are identifiable individuals (“personal information”) is collected and stored by Checker Cabs & Town Cars or its agent/s subject to the Australian Privacy Principles only for the purpose of providing those customers to whom it relates with the services and/or facilities they have requested or consented to being supplied by or through Checker Cabs & Town Cars and to improve or enhance services and/or facilities provided by or on behalf of Checker Cabs & Town Cars (“the requested services”).

Personal information is stored securely by Checker Cabs & Town Cars or its agent/s and is protected against misuse and loss and from unauthorised access, modification and disclosure.

Personal information is only accessed by authorised persons and is used and/or disclosed only for the purpose of providing customers with the requested services or for related purposes, including direct marketing (if the customer concerned has consented to this use).

You may obtain details of personal information held about you by Checker Cabs & Town Cars or its agent/s and request corrections be made to the information on written application to Checker Cabs & Town Cars at 31-33 Keane Street Currajong 4812 unless particular circumstances apply under the Australian Privacy Principles that allow us to limit the extent to which we give you access – these include emergency situations, specified business imperatives and law enforcement or other public interests.

Checker Cabs & Town Cars or its disclosed agent/s retains personal information only for such time as is necessary for us to provide the requested services. You may have the information we hold about you deleted at any time by requesting this from the Checker Cabs & Town Cars’ at 31-33 Keane Street Currajong 4812.

If you have a complaint regarding the handling of your personal information by Checker Cabs & Town Cars or a breach of the Australian Privacy Principles you may contact us at 31-33 Keane Street Currajong 4812 and we will endeavour to respond in a timely manner. If you are not satisfied with the response, further information regarding privacy can be acquired from the Office of the Australian Information Commissioner (OAIC).

Checker Cabs & Town Cars

Terms and Conditions

1. Introduction

These Website Standard Terms And Conditions (these “Terms” or these “Website Standard Terms And Conditions”) contained herein on this webpage, shall govern your use of this website and app, including all pages within this website or app (collectively referred to herein below as this “Website”). These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objection to any of these Website Standard Terms And Conditions.

This Website is not for use by any minors (defined as those who are not at least 18 years of age), and you must not use this Website if you a minor.

Checker Cabs & Town Cars reserve the right to remove users from the database for repeated misuse and/or abuse of the app or booking systems. This includes repeated no-shows for taxis and/or Town Cars booked.

2. Intellectual Property Rights

Other than content you own, which you may have opted to include on this Website, under these Terms, Checker Cabs & Town Cars and/or its licensors own all rights to the intellectual property and material contained in this Website, and all such rights are reserved. You are granted a limited license only, subject to the restrictions provided in these Terms, for purposes of viewing the material contained on this website,

3. Restrictions

You are expressly and emphatically restricted from all of the following:

1. publishing any Website material in any media;
2. selling, sublicensing and/or otherwise commercializing any Website material;
3. publicly performing and/or showing any Website material;
4. using this Website in any way that is, or may be, damaging to this Website;
5. using this Website in any way that impacts user access to this Website;
6. using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, or to any person or business entity;
7. engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website;
8. using this Website to engage in any advertising or marketing.

Certain areas of this Website are restricted from access by you and Checker Cabs & Town Cars may further restrict access by you to any areas of this Website, at any time, in its sole and absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality of such information.

4. Your Content

In these Website Standard Terms And Conditions, “Your Content” shall mean any audio, video, text, images or other material you choose to display on this Website. With respect to Your Content, by displaying it, you grant Checker Cabs & Town Cars a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.

Your Content must be your own and must not be infringing on any third party's rights. Checker Cabs & Town Cars reserves the right to remove any of Your Content from this Website at any time, and for any reason, without notice.

5. No warranties

This Website is provided "as is," with all faults, and Checker Cabs & Town Cars makes no express or implied representations or warranties, of any kind related to this Website or the materials contained on this Website. Additionally, nothing contained on this Website shall be construed as providing consult or advice to you.

6. Limitation of liability

In no event shall Checker Cabs & Town Cars, nor any of its officers, directors and employees, affiliated operators or drivers be liable to you for anything arising out of or in any way connected with your use of this Website, whether such liability is under contract, tort or otherwise, and Checker Cabs & Town Cars, including its officers, directors and employees, affiliated operators or drivers shall not be liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website and/or app.

7. Indemnification

You hereby indemnify to the fullest extent Checker Cabs & Town Cars from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney's or legal fees) arising out of or in any way related to your breach of any of the provisions of these Terms.

8. Severability

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

9. Variation of Terms

Checker Cabs & Town Cars is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review such Terms on a regular basis to ensure you understand all terms and conditions governing use of this Website.

10. Assignment

Checker Cabs & Town Cars shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification or consent required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

11. Entire Agreement

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Checker Cabs & Town Cars and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

12. Governing Law & Jurisdiction

These Terms will be governed by and construed in accordance with the laws of the State of Queensland, and you submit to the non-exclusive jurisdiction of the state and federal courts located in Queensland for the resolution of any disputes

Smartphone App Use

1. Acceptance of Terms

This document sets out the terms and conditions (**Terms**) on which you (**You**) may access and use this app (**App**) and service (together, the **Service**), including in particular to connect you with third parties to book taxi rides and other transport.

- a. These Terms apply in addition to any other terms and conditions to which You are subject in relation to the Service, including:
 1. the privacy policy (**Privacy Policy**)
 2. any relevant third party terms and conditions, including any relevant terms for <https://www.apple.com/au/itunes/>, <https://play.google.com/store> or associated websites and for any other third party websites to which the App may be linked,(collectively, **Other Terms**). In the event of any inconsistency between these Terms and the Other Terms, these Terms will prevail to the extent of the inconsistency.
- b. By accessing or using the Service, You accept and agree to these Terms without any limitation or qualification. These Terms constitute a legally binding agreement between You and Supreme Automotive Townsville Pty Ltd - (635 794 268 [ACN] and 67 635 794 268 [ABN]) of 31-33 Keane Street, Currajong 4812 (**We or Us**).
- c. You warrant to Us that You are 18 years of age or older, and have the authority to enter into these Terms. If You are accepting these Terms on the behalf of a company or other legal entity, You warrant to Us that you have the authority to bind that company or entity to these Terms.

2. Disclaimer

The taxi industry operates on a first available, closest vacant taxi basis and is not a guaranteed service. Whilst every endeavour is made by Checker Cabs & Town Cars to fulfil your booking at the requested time, it is not always possible to achieve. The taxi industry is a demand-driven transport service and events outside its control such as weather and traffic delays and other unforeseeable factors may affect service levels. Checker Cabs & Town Cars does not make any promise or representation; that a taxi or Town Car will be available to accept a booking made using this app or website; or that a taxi or Town Car will arrive at the time you have nominated in your booking using this app or website.

To the furthest extent permissible by law, Checker Cabs & Town Cars does not give any warranties or representations in relation to any service supplied by this app or website; or any information contained on this app or website; or accept any responsibility for any loss or damage which may be occasioned through your use of this app or website; or your reliance for the information contained herein. Checker Cabs & Town Cars does not accept any liability or loss resulting from a passenger missing a flight or flights, doctor's appointments or any other item that results in a passenger's loss of money or goods. It is the responsibility of the passenger to factor in a reasonable time buffer to take account of delays and unforeseeable circumstances that may arise when booking transfers for flights, appointments or other items.

2. Fare Estimator

Fares displayed by the 'Estimate Fare' feature are estimates only, based on shortest route (not necessarily quickest route, the quickest route may attract a higher fare) and average traffic conditions. Fare estimates are indicative only and do not represent a quote for payment purposes and cannot be used for payment negotiations. The final fare charged can vary due to physical locations, traffic conditions, time of day and route driven or any other varying factor.

The estimate includes surcharges based on vehicle type chosen (if applicable), but do not include tolls, airport charges or Credit Card or EFTPOS Payment charges or tariff changes. Estimates include GST. Maxi taxi bookings may attract a higher tariff.

3. Vehicle Tracking

The vehicle tracking display on your App is approximate and should be used as a guide only. The time it takes for a cab to reach you can vary according to: location of the car accepting your booking, traffic conditions, weather conditions and other unforeseen circumstances.

4. Software

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

By using the Checker Cabs & Town Cars Smartphone Booking App you agree that you have read and understood the Terms, Disclaimer and Privacy Policy supplied within the App and on www.taxitownsville.com.au or www.checkercabs.com.au.