



## **Terms & Conditions**

### **Payments, Refunds, Cancellations**

**CONDUCT OF PASSENGERS:** The Driver is responsible for the safety of the vehicle and passengers. Any passenger whose conduct is in breach of statutory regulations may be removal from the vehicle or prevented from boarding on the driver's authority.

The Hirer will be responsible for the conduct of passengers and for any damage caused to the vehicle by passengers during the hire. Limousine Bus 430 reserves the right to charge the hirer for any damage caused during the course of any hire.

**NO SMOKING** is permitted in any of our vehicles. (It is against the law in WA to smoke in a Public Transport Vehicle).

**NO ALCOHOL** is to be consumed in any of our vehicles without the drivers consent, and all terms and conditions have been adhered to. The inside of the bus is a public place. It is against the law to drink in a public place. It is an on the spot fine for this offence. The hirer is fully responsible for all fines related to the consumption of alcohol, including fines the driver may receive through this offence. The driver reserves the right to refuse to transport persons under the influence of intoxicating liquor or drugs, or who are, or are likely to become objectionable to other persons inside or outside the vehicle.

If there is unsociable or unruly behaviour on or off the vehicle any time, the driver has the right to terminate the charter immediately and no refund shall be provided.

There is to be no opened or unopened alcohol brought on the bus at any time, without the drivers consent. Any alcohol brought onto the bus or consumed in the bus without the drivers consent will result in a termination of service and no refund shall be issued.

Any unruly or overly intoxicated passenger may be refused entry to the bus should the driver feel that he or she may become unruly, sick or abusive. If a passenger sneaks on alcohol without the drivers knowledge their rights to carry on the journey will be immediately terminated, and no refund shall be issued.

Limousine Bus 430 shall not be liable for any loss or inconvenience caused by the termination of its service due to unruly behaviour. Passengers may be fined by the police and, or the Ministry of Transport for unruly behaviour and consuming alcohol on the bus. Passengers must not interfere with any equipment inside the vehicle at any time.

The Hirer is responsible for the cost of repairs resulting from any damage caused to the vehicle by any members of the hiring party, during the charter or hiring of the vehicle and is payable as soon as such cost is determined.

NO FOOD is to be consumed in any of our vehicles at any time. It is against the law in WA to eat (except for medical reasons) on any Public Transport Vehicle unless written permission is given by Limousine Bus 430.

All passengers must remain seated at all times when the vehicle is moving. Passengers are not permitted to place any part of their body outside the vehicle at all times. Passengers must remove all rubbish on exiting the vehicle. A \$99 inc GST fee may be charged if the vehicle returns in an unreasonable state.

Limousine Bus 430 reserves the right to charge the hirer for all extra charges, cleaning and damage fees, fines and penalties.

**ADDITIONAL CHARGES:** When, at the request of the Hirer, any change in service resulting in additional miles or hours to that specified on the charter service order produced, an additional charge shall be made for such additional service. Tolls, vehicle entry fees & parking fees, etc. will be separate and additional elements in the determination of any additional charges.

Limousine Bus 430 will notify the Hirer of any additional charges that may be expected to be incurred at the time of the original order. Any additional fees unforeseen prior to the departure of the charter are the responsibility of the Hirer. Any additional payments required resulting from damage, cleaning, fines or penalties will be claimed from the Hirer. The Hirer is responsible for allocating a safe & legal pick up point. The Hirer shall be liable for all fines & penalties resulting from inappropriate or illegal pick up locations in clearways, no stopping zones, no parking zones and no standing zones.

A waiting fee will be charged in 15 minute blocks from the nominated pickup time at \$100 per 15 minute block.

**CANCELLATIONS, CANCELLATION CHARGES & REFUNDS:** Should the charter service not be utilised after the vehicle leaves the depot for any reason whatsoever then this shall be classified as a "non-cancelled" service. If the hirer fails to take up the charter at the nominated pick-up location, 30 minutes after the nominated pickup time, then the charter shall be terminated and shall be classified as a "non-cancelled" service. The Hirer must notify Limousine Bus 430 of cancellations via fax or email. There is no cancellation fee if the cancellation is made at least fourteen (14) days prior to the departure date. **ALL CANCELLATIONS MUST BE IN WRITING.** In some circumstances (e.g. vehicle mechanical failure) Limousine Bus 430 may not be able to operate a hiring service, or part thereof. In such situations, Limousine Bus 430 will only be liable to refund to the hirer that portion of the hiring fee that relates to the non-operated part of the hiring service.

**PAYMENTS:** All bookings must be secured with a non-refundable 30% deposit. However, if 4 weeks notice is given, the deposit can be transferred to a future booking date, if date is confirmed at time of cancellation. Full payment must be finalized at least fourteen (14) days prior to booking date unless other payment agreement has been agreed to by Limousine Bus 430 in writing. Failure to make full payment will result in a cancellation of service and no refund will be issued for deposits paid and a rebooking fee may be applied. Any failure of payment of deposit will result in a cancellation of the booking. All invoices must finalize before the start of any journey. Personal cheques are required at our office ten (10) working days prior to the booking for bank clearance. Cash payment can be paid directly to the driver on the day of the charter and prior to its commencement. An invoice will be issued directly to the customer by the driver for cash payments or by arrangement by the customer. Direct deposit can be made at any Commonwealth Bank or by electronic transfer.

**BREAKDOWN & DELAYS:** The company gives its advice on journey times in good faith and does not guarantee the completion of any journey in any specific time and will not be liable for loss or inconvenience caused by the actual journey time and or breakdown of the hire vehicle. The time of arrival at starting point, stop-over point, destination, or return to point of origin cannot be guaranteed.

All Limousine Bus 430 drivers are pre-selected and have instructions to drive at all times in compliance to all governing laws. Unusual road, traffic and weather conditions are beyond the control of Limousine Bus 430 and the driver, and delays occasioned by same will not be the responsibility of Limousine Bus 430 or the driver. Late arrivals due to these and other occurrences out of the control of the driver are not grounds for cancellation of the charter.

**PASSENGERS PROPERTY & LOST PROPERTY:** All vehicles hired out by the operator are subject to restrictions as to their carrying capacity as imposed by statute. The Hirer accepts that the driver shall be the sole judge as to whether and to what extent passengers luggage and effects can be carried. Limousine Bus 430 agrees that in agreeing to carry the passengers luggage or effects the hirer does not carry the same as bailee but such luggage or effects remain at the sole risk of the passenger concerned and the Limousine Bus 430 shall not be liable for any loss or damage of such baggage or effects of whatsoever nature and howsoever caused including negligence. Limousine Bus 430 does not accept liability for any damage to or loss of any property left upon the vehicle by a passenger whether or not with the knowledge of Limousine Bus 430, the driver, its servants or agents. All lost property will be returned to Limousine Bus 430' office and registered in our Lost & Found Register. All lost property will be held at Limousine Bus 430' office for a maximum of three (3) months after which all items will be disposed of accordingly.

**EQUIPMENT:** Equipment furnished by the service provider is thoroughly inspected before being assigned to the charter service to insure uninterrupted service. If for some reason beyond the control of Limousine Bus 430 or the service provider, a mechanical failure makes necessary the replacement of a bus originally assigned to the charter service, the replacement bus may be of a different type. Music and lighting equipment is installed on some of our coaches. Request for music and lighting equipped coaches will be honoured to the best of our ability, but is not guaranteed.

**GENERAL TERMS & CONDITIONS:** Limousine Bus 430 reserves the right to outsource tour and charter work when it is unable to undertake a booking because of vehicle or driver availability. Your driver has been trained to manage emergency situations. In the case of an emergency, please follow the drivers instructions. Limousine Bus 430 reserves the right to replace a vehicle with mechanical problems with a different type of vehicle or engage a sub-contractor to complete the charter. The agreed and arranged finishing time remains the same (unless extended) regardless of the starting time. Special requests by the client during the tour or charter are to be agreed to by the driver. By confirming your booking with Limousine Bus 430 you are agreeing to Limousine Bus 430' Terms and Conditions. By making a deposit to secure a booking with Limousine Bus 430 you are bound by its Terms and Conditions. All bookings must be confirmed with a monetary deposit or payment in full.

**COMPLAINTS:** Any complaints in respect of Limousine Bus 430' services should be made in writing to the company's head office within 14 days by post. **DISCLAIMER** Limousine Bus 430 shall not be liable for failure or delay in performing obligations set forth in this agreement and Limousine Bus 430 shall not be deemed in breach of its obligations, if such failure or delay is due to natural disasters, strike, lock-out, or other industrial or transportation disturbances, law, regulation or ordinance, or any causes reasonably beyond the control of Limousine Bus 430.

**LIMITATION OF LIABILITY:** NEITHER LIMOUSINE BUS 430, NOR THE SERVICE PROVIDER, SHALL BE LIABLE IN ANY EVENT OR FOR ANY REASON, INCLUDING

BREACH OF THIS AGREEMENT, EITHER DIRECTLY OR INDIRECTLY, TO THE OTHER CHARTER OR ANY THIRD CHARTER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR LIMOUSINE BUS 430 OR SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IT IS EXPRESSLY AGREED THAT NEITHER LIMOUSINE BUS 430, NOR THE SERVICE PROVIDER, SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO ANY CHARTER FOR AN AMOUNT GREATER THAN THE SINGLE BUS CHARTER FEE FOR THE DAY IN QUESTION.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, either oral or written with respect to the subject matter hereof.