

ABLE MINIBUSES & LIMOUSINES – TERMS OF HIRE

DEFINITIONS USED IN THE DOCUMENT

Able Minibuses & Limousines may also be referred to as “We”, “Us” “It” or “The Firm” in these Terms of Hire.

The Customer may also be referred to as “You”, “Them”, “The Client”, “Customer”, “ Party” or “The Hirer” in these Terms of Hire.

THE FOLLOWING TERMS CONSTITUTE IMMEDIATE ACCEPTANCE ON RECEIPT

1. You are not required to sign or return a copy of these terms to be bound by them. Whether these terms are sent to you via electronic, postal or other media, proceeding with your hiring is an implied understanding and acceptance of the following terms. A presumption of regularity shall apply.

RATES CHARGED

2. All rates quoted and charged are in Australian Dollars (\$AUD) unless notified otherwise.
3. All rates are fixed price including Goods and Services Tax (GST), but exclude waiting time and tolls unless stated to the contrary.

SATISFACTION GUARANTEE

4. Clients travelling must be completely satisfied with the service provided, otherwise please advise of your dissatisfaction and after review of the customers comments, at our discretion, will provide another trip, a pro-rata refund, or full refund depending on the circumstances.

A STRICT NO SMOKING/DRINKING/DRUG POLICY

5. A strict No Smoking rule applies to all of our Minibuses, Motor Coaches, Sedan and Stretch Limousines and Convertibles.
6. This includes the prohibition of the use of illicit drugs, narcotic or mind altering substances, with the exception of those medically prescribed by a physician.
7. Alcohol may only be consumed in our Sedan or Stretch Limousines and no Alcoholic Beverage may be consumed in any vehicle where a minor under the age of 18 is present.

ALCOHOL POLICY

8. A corkage fee of \$20.00 per bottle applies to clients travelling within our Sedan or Stretch Limousines who provide their own beverages for the journey.
9. Minors are not permitted to drink alcohol under any circumstances and alcohol will only be served where ALL passengers are responsible Adults over 18 years of age.
10. All Formal Transfers are totally Alcohol Free, No Exceptions.
11. We will not serve alcohol in instances where both Minors and Adult/s are on board, unless prior approval is given by Management and the Chauffeur determines the Adult will maintain our strict policy in relation to the serving of alcohol.
12. Our Chauffeur may cease and remove all alcoholic beverages, where in his or her belief their passenger/s are intoxicated or are behaving unruly.
13. Where our Bar contains boxed or unopened Alcohol, the breaking of a seal, cork or top constitutes its purchase.
14. Licensing Laws do not permit the removal of bottles from or the purchase of Alcohol for use outside of the nominated vehicle/s hired.
15. Alcoholic Beverages may be provided by our company for your enjoyment with prior arrangements being made at the time of booking. A list of prices is available from our staff upon request.

THE FARE & METHOD OF PAYMENT

16. All bookings made with our firm require the hirer to provide us with a valid Credit Card Number for security against the proposed hiring.
17. Account holders previously approved by our firm are exempt from the necessity to provide Credit Card Numbers to secure hirings.
18. Please ensure you fully understand as the hirer, our cancellation policy and the charges levied if this is to occur.
19. The cancellation information is listed below for your perusal in points 30 to 33 inclusive.
20. Acceptable forms of payment are Cash, Bankcard, Visa, Mastercard, American Express, Cheque (by prior arrangement only) or by pre-approved Able Account.
21. Failure to render payment will result in an evasion of fare and/or further enforcement action being taken by us.
22. Enforcement action may increase the final amount you pay us.
23. In most cases, discharge of the debt can be made by any form of legal tender, or negotiable instrument.
24. Some exceptions exist, for instance, if overtime or waiting time of half an hour is incurred then these must be settled at the conclusion of hiring by either cash or credit card only. Exception for Approved Account Holders only.
25. No EFTPOS facilities exist currently in any of our vehicles.
26. Cheques unless prior arrangement is made with our Administration will be accepted at the completion of any hiring.

OVERTIME & WAITING CHARGES APPLY

27. Waiting time charges are charged and payable in 10 minutes increments once 5 minutes past the booking time has elapsed.
28. Rates vary depending on the vehicle make and type hired from \$11.00 to \$40.00 per 10 minutes or part thereof and are payable over and above the quoted fare for the hiring.
29. It is your duty to check with the our Bookings Staff prior to hiring of the vehicle, to ensure you are fully conversant of the waiting time charges that would be levied for the vehicle type you propose to hire.

CANCELLATION POLICY

30. All Bookings cancelled within 48 hours from the time of your original call to our Office do not incur a Cancellation fee.

Able Minibuses & Limousines, PO Box 130, Blaxcell NSW 2142 Phone: +612 97 388 388 Fax: +612 97 388 588

31. Any Bookings cancelled after 48 hours elapse result in a 20% cancellation fee.
32. The full hiring fee may be forfeited where a cancellation is effected in less than a two [2] week period prior to any Minibus or Hire Car hiring date.
33. The full hiring fee may be forfeited where a cancellation is effected in less than a four [4] week period prior to any Limousine or Coach hiring date.
34. All Cancellations made by a customer will be given a unique cancellation number to confirm the cancellation being made.
35. No claim for refund against any cancellation fee charged against a nominated credit card number will be entertained without the correct cancellation number being provided to us upon request to prove that the cancellation was in fact made and is bone fide.

TIPPING POLICY

36. It is neither obligatory nor compulsory for a Customer offer a tip to any of our drivers.
37. If a Client is pleased with the service afforded them by our Chauffeurs, Bus or Coach Drivers, they may, without obligation, may tip their Chauffeur, Bus or Coach Driver directly for the job they have performed for and on your behalf.

IMPENDING CONDITIONS

38. You are hereby notified that in the unlikely event of impending conditions (for instance damage to our vehicle en route), Able Minibuses & Limousines and/or any of its associated companies reserves the right to arrange for substitute vehicle or vehicles, which may not match the originally requested vehicle.
39. The Firm will make every effort to send its next most similarly featured vehicle to the originally described vehicle ordered, or its next higher grade vehicle (at its option) at no additional cost.
40. A pro-rata refund will be made available for a party that receives a lower level grade of vehicle than that which was ordered.
41. The pro-rata refund will be determined by our Firm in consultation with input from the customer.
42. No refunds are available in instances where a higher-grade vehicle is supplied.

DAMAGE & THEFT

43. We want our vehicles to be enjoyed by all our hiring parties, hence should any of our vehicles INCUR damage, theft, or other monetary loss by any member of the hirer's party or their guests, we may at our discretion terminate the hiring immediately without refund.
44. We also reserve the right to demand full compensation in respect of such damage.
45. We may hold you "the hirer" jointly or severally liable as well as the guest who caused the damage.
46. If we are of the objective opinion that your actions may be repeated in the future we may suspend until further notice or prohibit on an indefinite basis you and/or any member/s of the offending persons from any further or future hirings with our company.

CONDUCT

47. Must NOT be unruly, offensive, or unpleasant at any time, irrespective of whether or not it is directed to other member/s of the immediate hiring party, ones self, our Chauffeur, Bus or Coach Driver or any of our staff or other members of the general public.
48. Our Chauffeur is empowered to terminate the hire in cases of unruly conduct.

PICK-UP TIME

49. We always endeavour to honour our obligation to the hirer with respect to pick up time, however should our Chauffeur, Bus or Coach Driver be delayed for any reason which is beyond their immediate control, we shall not be held liable for any difficulties arising out of such delay.
50. Any refunds or fare reductions for delays of our vehicles can only be given by our Administration Staff and not buy the Chauffeur, Bus or Coach Driver directly. Contact will need to be made with our office during office hours to discuss any refunds or reduction in the hiring charges.

CHARGES, SURCHARGES & CORKAGE

49. We always endeavour to pass on any cost savings to our valued clients.
50. The charges for any service or for any ancillary costs will be detailed to you over the phone at the time of your booking.
51. Any alteration, adding of extra stops/pickups, changing the route, or requesting additional time with any of our vehicles will incur additional charges.
52. To retain discretion the Chauffeurs are not required to inform the passengers or hirer at what point additional charges commence nor are we required to inform the hirer, unless this is specifically requested or unless a ceiling of costs has been set by the original hirer.

YOUR SAFETY FIRST: SEAT BELTS, BABY SEATS

53. Your safety while travelling with us is of paramount importance to us. For this reason, we will gladly supply a baby seat for your infant (on prior request).
54. We advise it is compulsory to wear seat belts if fitted in our vehicles at all times.
55. The law states that the wearing of fitted seat belts is compulsory at all times and you are in adherence with this.
56. Our Chauffeurs, Bus or Coach Drivers who are in a separate cabin to the passenger will be unable to monitor this adherence and are not there to police this.
57. The Chauffeur, Bus or Coach Driver cannot give you authority not to wear a seat belt, so please do not ask.
58. We have a \$10,000,00 Public Liability Policy per vehicle which states that seat belts must be worn in its Policy Guidelines otherwise any claims made against the policy will be null and void.

VARIATION OF TERMS

59. None of the above terms may be varied or altered by any of our staff, except where in express written form.