

# Terms and Conditions of Use

In confirming your charter/ tour booking with NZ Coach Services you agree to the following Terms and Conditions.

On confirming a booking with NZ Coach Services the ~~£~~Contact Person accepts personal liability for ensuring the ~~£~~Customer's payment of the booking, and related costs, is made in full and on time. NZ Coach Services reserves the right to pursue the ~~£~~Contact Person directly for payment should the ~~£~~Customer fail to make payment in full and on time.

The name of the ~~£~~Person in Charge of the ~~£~~Group must be given at the time of booking. This person must travel with the ~~£~~Group remain sober, and is responsible for, but not limited to; ensuring all ~~£~~Passengers within the ~~£~~Group follow the directions of the driver, the vehicle is left undamaged, rubbish removed and ~~£~~Passengers are not left behind at stops.

## Payment Terms

1. NZ Coach Services may request a deposit on any tour/ charter hire.
2. New ~~£~~Customers may be asked to complete a credit application or requested to make payment in full prior to departure.
3. Existing ~~£~~Customers must make payment in full on receipt of invoice.
4. All payments made by credit card will incur a surcharge.
5. NZ Coach Services reserves the right to charge interest, at current bank overdraft rate, on any invoice outstanding at 30 days.
6. All NZ Coach Services quotes are based on the most logical route unless otherwise requested. Where itinerary (route and time) changes are made, NZ Coach Services may adjust the quoted rate.

## Away Charters

1. Where an itinerary requires an overnight stay, all meals and accommodation will be covered by NZ Coach Services and incorporated into the quote, unless otherwise agreed.
2. Where accommodation is supplied by the ~~£~~Customer it must meet minimum standard levels being a single motel/hotel room with its own toilet and shower facility. NZ Coach Services does not permit their Drivers to share a room with Tour/ Charter Leaders or ~~£~~Passengers.
3. Meals must be of an acceptable standard.

## Repairs/ Cleaning

1. The ~~£~~Customer will be responsible for meeting any costs of repairing damage to the vehicle, or cleaning the vehicle as a result of the conduct and actions of the ~~£~~Passengers carried on behalf of the ~~£~~Customer.

## Drivers

1. The New Zealand Transport Agency requires NZ Coach Services Drivers to comply with legal hours of duty as follows;
  - o Drivers must take a break of at least 30 minutes after 5 1/2 hours of work time.
  - o In any period of work of up to 24 hours, drivers can work a maximum of 13 hours and then must take a break of at least 10 hours (as well as the standard half-hour breaks every 5 1/2 hours).
2. NZ Coach Services will only confirm quotes that comply with New Zealand legislation relating to the above requirements.
3. NZ Coach Services Drivers cannot undertake requested itinerary changes from any member of the ~~Group~~ including the ~~Person in Charge~~ without prior approval from NZ Coach Services operations/ management.
4. NZ Coach Services Drivers reserve the right to refuse to carry members of the ~~Group~~ who choose to break the obligations outlined in these Terms and Conditions of Carriage. The Driver has been instructed to contact Police if necessary.
5. NZ Coach Services Drivers are responsible for the safety of the vehicle and ~~Passengers~~ and therefore have the final say as to whether it is safe for the vehicle to travel parts of the itinerary.

## Consumption of Alcohol/ Food

1. Under Section 38 of the Summary Offences Act 1981, it is an offence to consume alcohol while on board a NZ Coach Services vehicle.
2. If the ~~Group~~ wishes to carry alcohol to their destination, it must be stored in the separate luggage compartment; it must not be carried inside the vehicle with the ~~Passengers~~
3. If the ~~Group~~ wishes to consume alcohol on-board, the ~~Contact Person~~ must apply for a ~~Special License~~ through their Local Council. A copy of this license must be carried on board the chartered vehicle and our separate alcohol policy must be signed by the ~~Group~~
4. It is the Drivers discretion to allow the consumption of food on-board, unless it is a specific condition of the ~~Special Licence~~ in which case consumption of food on board will be permitted.
5. 5.4 Smoking is prohibited on all NZ Coach Services vehicles under the provisions of the Smoke-free Environments Amendment Act 2003.

## Liability

1. NZ Coach Services cannot be held responsible for any loss, injury or damage resulting from any activity associated with the charter. This includes, but is not limited to: loss, injury or damage as a result of civil disturbances, act of terrorism, theft, road closure, itinerary changes, adverse weather, natural disaster or any costs associated with late arrival to drop off locations.
2. NZ Coach Services cannot be held responsible for damaged luggage, luggage left behind on the vehicle, or theft of luggage that is directly the result of passenger interference.
3. NZ Coach Services cannot be held responsible for any ~~Passengers~~ left behind at stops; this responsibility falls on the ~~Person in Charge~~ of the ~~Group~~

## **Cancellation Policy**

1. There will be no cancellation fee for bookings cancelled should the bus / coach have not left the depot however should NZ Coach Services have incurred any expenses in relation to the charter these will be charged.
2. NZ Coach Services reserves the right to arrange alternative transport or alter itineraries where necessary. To the extent permitted by law, all our liability for damage to your property, disruption to your travel plans, or mental injury is excluded. This exclusion is subject to any rights or remedies you may have under the Consumer Guarantees Act 1993.