



## *Cosmic Limousines Terms and Conditions*

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### **1. Definitions**

"Booking" means the date that the client has reserved for use of the vehicle.

"Vehicle" means any vehicle in the Cosmic Limousines fleet.

### **2. Booking**

2.1. The vehicle will be held for your requested date/s upon payment of the \$400 booking fee for social hire or \$1000 for wedding hire within 7 days.

The booking will not be secured until receipt of this fee.

2.2. The booking fee:

- a) will be deducted from the final balance payable; and
- b) Is non-refundable and will not be returned to you if you cancel your booking.
- c) Must be paid with Visa or MasterCard.

2.3. Hire agreements can only be made by persons 18 years and over.

### **3. Final Payment**

3.1. Payment in full must be received:

- a) 60 days prior to the booking date for weddings; and
- b) 30 days prior to the booking date for all other bookings.

3.2. Subject to 4.1, if a cancellation occurs, all monies received (including deposits) are non-fundable regardless of the circumstances.

3.3. We will commence action for any monies owed by you and you must pay all costs incurred in recovering the unpaid monies.

### **4. Cancellation**

4.1. If you cancel your booking within 60 days for weddings or within 30 days for all other bookings and we are unable to find an alternative booking, you will be liable to pay the full cost of the booking.

### **5. Passenger Behaviour**

5.1. If you or any other passenger is intoxicated or behaving in an unruly, offensive or unacceptable manner, we may refuse entry to the vehicle.

5.2. You accept responsibility for the behaviour of the other passengers.

### **6. Smoking**

6.1. Smoking is strictly prohibited in our vehicle.

6.2. If you or any other passenger is found smoking in the vehicle, we may terminate the booking without a refund. Such decision shall be at the sole and absolute discretion of the driver and without prior warning.

### **7. Food Consumption**

7.1. The consumption of food in the vehicle is prohibited save and except any food provided by us.

### **8. Seat Belts**

8.1. Seatbelts must be worn at all times whilst in the vehicle.

8.2. If you or any other passenger is found to not be wearing a seatbelt whilst in the vehicle, we may terminate the booking without a refund. Such decision shall be at the sole and absolute discretion of the driver and without prior warning.

8.3. The vehicle only has lap sash seat belts. We cannot allow children or people into the vehicle who require child seats or booster seats for safety. The maximum number of passengers shall be strictly adhered to and children will be treated as adults.

### **9. Damage & Cleaning**

9.1. The credit card provided for the booking fee payment is provided as security and you irrevocably authorise us to charge this credit card with any damage caused to the vehicle by you, or any passenger without further reference to you or the credit card holder. We will invoice you for those costs deducted from the credit card.

9.2. If you, or any passenger causes any damage, breakage, spillage, soilage or staining to the vehicle, you agree to pay for all necessary repairs and/or cleaning costs to return the vehicle to its condition before the damage. You irrevocably agree that we may charge and deduct from the credit card provided for the booking fee all reasonable costs incurred by us in cleaning, repairing and servicing the vehicle without further reference to you. We will invoice you for those costs deducted from the credit card.

9.3. We have the right to refuse to personal decorations to the vehicle.

#### **10. Lost, Damaged or Stolen Property**

10.1. We take no responsibility for any lost, damaged or stolen property.

10.2. You are responsible for any property in the vehicle including the property of other passengers.

10.3. You accept full responsibility for any damage caused to the vehicle by any passengers.

#### **11. Unforeseen Events**

11.1. If there is an unforeseen circumstance before or during the Booking, we will provide with a substitute vehicle or another mode of transportation. The substitute vehicle or other mode of transportation does not have to be the same standard as the original vehicle booked.

11.2. An unforeseen circumstance includes but is not restricted to:

- a) a mechanical breakdown;
- b) traffic congestion;
- c) a road traffic accident; or
- d) any other emergency.

11.3. We will endeavour to be punctual but if there is an unforeseen circumstance, we may arrive within 30 minutes of the booking time.

#### **12. Overtime Charges**

12.1. If you request to exceed the nominated finish time, overtime rates will apply.

12.2. We have discretion to allow overtime and the extent of overtime and it may be refused by the driver at his sole and absolute discretion.

12.3. The overtime rate is \$150 for every 15 minute period after the nominated finish time for the Hummer.

12.4. Overtime is to be paid by Visa, Mastercard, or Cash to the driver before the overtime can commence.

#### **13. Restricted Access**

13.1. Our Hummer is a limited access Vehicle. Due to the size and nature of our Hummer, we have discretion to deny access to a venue that may put the vehicle and its passengers in an unsafe situation.

13.2. We have discretion to deny access where our Vehicle has to travel on an unsealed road.

#### **14. Behaviour in the Vehicle**

14.1. We do not accept any responsibility or liability either in contract or in tort for any injury, damage, loss, delay or additional expense caused by any circumstances which are directly or indirectly outside of our control.

14.2. No passenger can have any body part protruding from the Vehicle.

14.3. No passenger can have their feet on any seat, table or bar.

14.4. The driver, in his absolute and sole discretion, may refuse entry or remove any passengers for unruly unacceptable or intoxicated behaviour as he sees fit.

14.5. Luggage capacity is restricted. We accept no responsibility for any luggage or personal items lost damages or stolen whilst stored in the Vehicle.

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I \_\_\_\_\_(print name) agree to the above terms and conditions and by signing this document, I agree that I am bound by the terms and conditions and will fulfil my obligations under the terms and conditions. I confirm that I am over 18 years of age at the time of the booking.

Signed \_\_\_\_\_ on the \_\_\_\_\_ of \_\_\_\_\_ 2012