

Terms & Conditions of Trade Kiwi Coaches

Kiwi Coaches/ Kiwi Tours Ltd (the Company) is a logistics company that operates, ground staff, vehicles, transport, intercity movements, bookings, driver upon demand, luggage and similar services

The 'Client' is the booking party, entity or individual of whom makes reservation and/or any similar representation to engage service with the company

Bookings.

All bookings must be confirmed in writing by text, fax, or email or written medium.

Bookings must stipulate any / all requirements of service, inclusive of understanding that these instructions remain in force, and/or any verbal instructions not placed in writing shall be deemed secondary and without force of rule.

Bookings are not necessarily accepted, unless written confirmation or reporting advises that a booking (with associated booking number) confirms receipt and agreement. Bookings will always be subject to availability of equipment, unless otherwise agreed in writing.

Amendments, Cancellations and modifications to the original booking are/ can only be accepted upon written confirmation by the Company, and/or may be subject to additional fees/charges/expenses as/when discovered.

Quotation for Service.

Shall only be binding, should the service performed be of identical nature to the quotation.

Charges/Fees/Outlays may be charged in addition to the quotation on a case by case basis for additional services, durations, fees, expenses and requirements not known at the time of booking/quotation

Quotations are valid for a period of 30 days from issuance, unless written confirmation that these rates remain in force until the agreed dates.

Fees, Charges and Billing

Shall be payable upon demand, and paid in full without setoff, contra or similar advice.

The Company has the right to bill any additional charge or fee for the following (and not necessarily limited to these conditions)

Additional service(s)

Extension of hours/durations not quoted for

Any statutory fees/charges/tolls/parking or alike that were not known at the time of quotation

Any provision of additional needs/services/products not known at the time of booking/quotation

Any attraction, venue, entry or similar fee upon demand.

Any meals, or incidentals that the driver bears to perform the duties without prior notice

Any fees that may be incurred that were not known to the company at the time of billing, such as (and not limited to)

Credit card fees [3%]

Bank fees

Client Responsibility

The booking party and/or the "payer" of fees/charges/billing shall be deemed fully and wholly responsible for the actions of the guests and/or any expenses the company shall be borne during their time in the vehicle(s), Buses, Coaches, Mini Coaches, Vans & Cars etc

Soilage/Damage shall be billed on a case by case basis to a limit of \$ 1500.00

Misuse of vehicles resulting in damages, loss, fines or expenses shall be billed on a case by case basis.

Failure to adhere to legislation or Laws of New Zealand, that result in fines

Client shall be responsible for any :

Loss, Cancellation, Delay, Fee or responsibility to bear any expense, or fine for failure to adhere to agreed service time frames.

Adjustments to their departure/arrival times where they adjusted collections or drop offs against the agreed time frames with the booking party.

Acts of God, traffic, legal or lawful delays, such as and not limited to; Density of Traffic, Road stoppages, Police Check points, and similar instances which is delayed beyond our control.

Failure to notify of delay or detainment resulting in delays to meet at the agreed time frames. Instances of this. Delayed by Immigration, Quarantine, Customs upon arrival to the country, and exceeding the time frame for service.

Conduct and Good Faith.

Clients in the Company's vehicles must act in accordance with normal road safety and common sensibilities.

Drivers have the right to discharge, stop, or terminate services, if client conduct is deemed irresponsible, dangerous or illegal.

No food, drink, smoking of cigarettes, or similar activities may be conducted in Kiwi Coaches vehicles.

The consumption of alcohol is not permitted by Law in the companies vehicles.

Children, Child Restraints

The Companies vehicles follows Factsheet 7 of the Land Transport which states

Child restraints may be used, if they can be fitted to the manufacturers specifications.

If a child seat cannot be fitted, it may not be utilised at any time.

Unless requested child restraints are not required in Passenger Service vehicles.

Child restraints (at this time) do not meet manufacturers specifications in (van type) vehicles and above, due to the Low Volume Seating Regulations.

Should a child be restrained in a the companies vehicle the driver has complete authority to advise parents in the nature of how they are restrained.

Children must always be seated at the rear of the vehicle to have maximum protection.

Children under the age of 8 may not at any time be permitted in the front seats of the vehicle(s)

Kiwi Coaches Responsibility

Service

To provide a quality service, with vehicles that comply with Legislation of New Zealand, and to conduct themselves with responsibility, dignity and care.

To follow the instructions given by the booking party to the best of their ability.

To act, communicate and engage any/all parties with professionalism, care and guidance to assist the guests with their optimum experience.

Safety

The company has rights to guide and ensure their passengers are compliant with all transport and safety regulations, to ensure that their safety is held paramount

To ensure vehicles and drivers have adequate safety/first aid training and support to assist (within reason) injury as/where possible.

To communicate with all/any parties with/for/on behalf of the client to maintain their safety and care.

Vehicles

All Kiwi Coaches vehicle bookings are subject to availability.

The company will endeavour to ensure its customers receive the correct vehicles and standard of vehicles that is stated in the quotation. However should acts or issues of incorrect vehicle allocation be made, the company has right at its discretion to address these on a case by case manner.

Vehicles shall/will be provided subject to the NZ Transport Agency and Land Transport regulations, rules and statute laws.

Experience

The company will operate all services to the utmost of its ability, and guide passengers to time frames to meet all/any needs to maintain this schedule.

The Company shall remind guests of durations and the time frames required to meet their itineraries.

The Companies drivers are experienced drivers, chauffeurs and driver guides and understand the needs of service to meet the customers expectations.They hold all licences,and are vetted by NZ Police and NZ Transport Agency, and have special training for Young people childrens care.

Service Durations

For fixed services the following maximum time frames for standing at no charge shall apply

International Airports – 90 minutes

Domestic airports – 30 minutes

Hotels/Venues – 30 minutes

Schools - 30 minutes

Corporate – 30 minutes

Exceeding basic durations, the Client has the option to extend service or the driver can/shall discharge from the venue with full charge payable to that point.

If guests delay at airports or hotels, the company has the right to charge for standing time and/or reduce an itinerary for service to accommodate the delays.

Unless otherwise booked or specified the service shall be from the point to the point as agreed, and unless agreed to be billed upon an "as directed, hourly rate" the driver has right to refuse to stop or delay for personal shopping items, or other reasons beyond medical emergency.

In the event of a No Show, all charges are payable for the service as tendered without exception.

Information

The Client is responsible to provide accurate and clear information at all times in the booking and/or subsequent amendments.

Should the client fail to amend/update/modify in writing, the Company shall enact the service to the original booking and expect full payment, regardless of circumstance.

Should a client be delayed or otherwise unable to travel, (such as but not limited to) Flight disruptions, medical emergency or alike, and provide notice within the first 30 minutes of delay from departure, then no fee will apply. However should passenger fail to notify within the first 30 minutes of delay from origin, full charges apply.

Client is responsible to provide full name, contact, updates, modifications, amendments and guests contact numbers where possible.

Cancellation(s)

Cancellation policy is as follows (unless otherwise agreed)

Services under 4 hours in duration. 4 hours minimum notice

Services over 4 hours in duration. 12 hours minimum notice

Services over 2 days in duration. 24 hours minimum notice

Cancellation outside normal business hours, needs to be made in both writing [email] and by telephone call.

If notice given within parameters of cancellation , no charge will apply

If notice given less than parameters of cancellation, full charge will apply.

If service is cancelled for durations exceeding 2 days, and driver meals & accommodation is applicable, Kiwi Coaches has right to recover these fees at any time.

Deposits, Credit Cards

The company may demand prior to service any of the following provisions

Full payment prior to service

Deposit up to 50% prior to service

Credit card security prior to service

The company has discretion to the terms of above may apply.

Always IMT (International Money Transfer) and Credit card Fees of 3% must be prepaid or shall be payable by the Client

Loss (Personal Property)

The company shall not be responsible for any loss, damage, claim for items that are stowed in the companies vehicles during the services.

At all times the guests are wholly and completely responsible to provide and recheck their belongings upon receipt at the destination.

The company has right to charge a fee to return any items that are found inside the companies vehicles or buses that are returned due to guests leaving items in the vehicle(s).

Suitcases, Bags and packages for transporting/containing belongings, are deemed packaging, and shall not be at any time considered belongings/personal property. Any/all damage to these items is 'fit for purpose' to protect the contents inside.

Larger Items. Surfboards, Wheelchairs and other items that are not standard baggage shall be carried always at 'Owners Risk' and without any responsibility under the Carriage of Goods Act 1979.

Loss/Delay/Irregularity

Clients shall indemnify the company by booking Kiwi Coaches service, any losses, delays or irregularity costs, fines, fees or billing.

Clients travel at their own will, and make arrangements upon their directive.

Clients cannot lay claim for any matter such as this at any time, unless it can clearly be shown the matter is the companies negligence.

Limitation of Liability is set at NZD 1000.00 per instance.

Negligence cannot be deemed for:

Delays, modifications, adjustments in flights, or times to be collected for flights

Conflicting or incorrect information provided by the Client

Traffic Density, Acts of God, Legal Parties (such as Police, Customs, Quarantine or similar)

Failure for Hotel to identify and locate guests

Failure for guests to locate correct collection/drop points

Errors on dates due to international conventions of presentation

Errors on flights due to time zone crossing

Accident/Injury/Illness

The Company shall not be responsible for any Accident, injury or Illness as follows:

New Zealand resident/citizens shall fall under the Accident Compensation Corporation and its rules.

Foreign Guests shall be responsible for their own personal insurances.

In the case of injury at locations during the company service's (such as venues and attractions) guests shall receive any/all support from Kiwi Coaches staff can provide to seek medical attention, incident reporting and first aid.

Guests are not permitted to

Open vehicle doors or take their luggage, without driver express approval or involvement

Utilise the vehicle for purposes otherwise than for its intended purpose.

Limitations of Liability and Insurance(s)

Loss of Personal Property. The Carriage of Goods Act 1979

Loss / Delay / Irregularity. Maximum \$ 1000 per instance

Public Liability. Per insurers policy (subject to below)

Vehicle Insurance. Per insurers policy

ACC as per NZ Laws

Disputes are mediated under NZ law in New Zealand courts.

All services, vehicles, attractions, and/or services booked for/on behalf or as agent for any party, are subject to the laws of New Zealand, and in the event of any legal action, regardless of convention or contract, shall be determined by NZ Statute Law. All passengers are carried under these terms, regardless of any convention.

Use of Information

The Company will not disclose to any other party, any information retained or attained in the purpose of business, excluding necessary requirements for law enforcement or court order. We do not retain personal information other than that which is required to perform our duties.

Contact information may be retained for future bookings.

Credit card information is stored for the duration or bond of service and is not disclosed to any other parties, except upon written request by the holder.

Debt Recovery

The Company, has full rights to recover any of the following should fees/charges/invoices/debts not be settled in the agreed time.

The agreed time, is either the date of invoice, and/or the date of agreement of payment, (for example 20th of the month, to approved credit term holders).

If there are no terms of credit, payment is deemed due, upon receipt of invoice or date of service.

Any debt collection charges, imposed by the recovery of the debt.

Any fees associated to Legal recovery, including Solicitors fees, court costs, and any other legal charge that may be added to recover these charges.

Any fees that are paid to register debt against a person, company or individual.

Interest charges upon debt that shall be applied from the date of debt due until such time as the debt is paid in full. Interest shall be based at 15% per annum.

These charges would be itemised and applied in addition to the debt and be deemed fully applicable, without set off, exclusion or omission.

The company does have a debt collection partner, and any debt that exceeds the agreed credit terms, may at the companies discretion be passed to a debt collection/debt reporting agency at no notice to the debtor or payer of the debt.

The company holds the right to bill the passengers or parties on/in/utilising the company service directly in cases of non payment, and holds all/any parties jointly and severally liable.

Credit Cards/Bartercard

The Company has right to charge or to seek preapproval on credit card payments, prior to service. Provision of credit card, does not guarantee payment of charges, only provided as security for booking. Should credit card approvals or payments not be made, the company has the right to

Terminate service with no refund

Demand payment by alternative means, such as Bank Deposit, Cash payment, Bank Cheque or similar means of evidential process.

Recover any/all fees as listed in 'Debt Recovery'.

In the case of a credit card provided failing authorisation, the company does have right to demand full and immediate payment in Cash or Bank Deposit.

Disclosure

We may be required to disclose personal data to regulatory authorities, governmental security agencies and/or other enforcement authorities in accordance with law. We retain our rights or recovery of property if required.

The company does have a debt collection partner, and any debt that exceeds the agreed credit terms, may at the company discretion be passed to a debt collection/debt reporting agency at no notice to the debtor or payer of the debt.

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