

MEJB Ltd T/A Whiti City Cabs Private Hire/Charter Terms and Conditions

Acceptance of the quote also means acceptance of the terms and condition here within.

MEJB Ltd

MEJB Ltd is registered with the New Zealand Transport Authority as Private Hire, Small Passenger Service based in Whitianga, Coromandel, New Zealand. All vehicles are compliant with Certificate of Fitness and all drivers are "P" endorsed.

"Agreement" means any services agreement attached to the front of these general conditions of contract for the supply of services, these general conditions of contract for the supply of services and any special conditions or other document so acknowledged in writing by the parties.

"Private hire" services encompass a number of passenger services that use cars and other vehicles with 12 or fewer seats (including the driver), including limousine services and wedding and vintage cars that charge to carry passengers.

'Hire' means there is specific compensation for carrying passengers or freight.

'Reward' means any 'valuable consideration', usually in situations where one person performs a useful service for some other person, and the person performing the service is given recompense (reward) for that service.

CONTRACT AGREEMENT

Laws

1. This contract is determined exclusively under New Zealand law and our term, all passengers must comply

Safety

2. All passengers must comply with Health and Safety instructions and take all practicable steps to ensure their own safety. This includes:
 - a. Wearing seatbelts during transit;
 - b. Informing MEJB Ltd of any child restraint requirements in the form of child seats and or, booster seats
3. Any behaviour that threatens the safety of the driver, other passengers or other road users may face ejection from the vehicle at the driver's request.
4. Should the unlikely event of an accident occur, MEJB Ltd is not responsible for medical or rehabilitation costs.
5. It is the responsibility of the customer to inform MEJB Ltd of any or all medical conditions or treatments at least 5 days prior to travel.
6. MEJB Ltd reserves the right to reject any passenger that is under the influence of alcohol and/or drugs. Should the passenger be under the influence to the point that they cannot competently stand on their own and/or are incoherent, MEJB Ltd may refuse passage. Any passenger who can stand and is semi coherent must be accompanied by a coherent escort for the journey.
7. MEJB Ltd cannot and will not exceed the number of passengers the vehicles are licensed to carry at any time.

Warranties

MEJB Ltd and the Client each warrant that:

8. They have the right, power and authority to enter into this Agreement and perform their respective obligations under it; and;
9. They have and will use good industry practice in meeting their obligations under this Agreement.

The Client warrants that:

10. The client has advised MEJB Ltd in writing of all matters MEJB Ltd should reasonably be aware of for the purposes of expeditiously, productively, and safely performing the Services; and,
11. To the extent permitted by law, neither party expressly or implicitly gives any warranty or makes any representation other than those set out in this Agreement.

Alcohol and Food

12. Alcohol may be permitted during a charter or tour. It is at the discretion of the driver by prior arrangement with MEJB Ltd at the time of booking. No alcohol is to be given to and consumed by any person(s) under the age of 18.
13. No alcohol is to leave the vehicle in a liquor ban area.
14. Food may be consumed on arrangement with MEJB Ltd at the time of booking.

Cleaning Fee

15. MEJB Ltd reserves the right to charge a cleaning fee of NZD\$50.00 for a general clean of the vehicle if the vehicle is left in an untidy state after hire.
16. MEJB Ltd reserves the right to charge a decontamination fee at a Minimum of NZD\$200.00 for any alcoholic beverage and bodily fluids such as vomit, urine, feces, sexual fluids and blood. MEJB Ltd considers these fluids as a biohazard. Cleaning will be undertaken only by MEJB Ltd or agents appointed by MEJB Ltd.

Damage

17. Any damage caused to the vehicle through mistreatment by passengers will be the sole responsibility of the passengers, organizer or company that placed the booking and cover all costs to rectify the damage to the same standard as before.

Lost Items

18. MEJB Ltd will not be responsible for any lost items in or from the cabs, charters or tours. MEJB Ltd will assist where it can to retrieve lost items and the customer will reimburse all expenses incurred in locating, retrieving and sending on any lost goods.

Fee Exclusions

19. All attractions, entry fees, meals or general expenses are not included in the hire costs unless prior arrangement is made with MEJB Ltd. This is more so for charter and tours than cabs. An overnight fee of \$200.00 per night will be charged to cover accommodation and meals for the driver overnight.

Force Majeure and Intervening Events

20. MEJB Ltd will not be liable for any delay in performance of its obligations under this Agreement, if such delay is caused by circumstances beyond its reasonable control such as traffic delays, accidents, inclement weather and difficult access.
21. In the event that MEJB Ltd or the Client becomes aware of any event or circumstance likely to have an impact on the provision of a Service or the outcome or usefulness of a Service as agreed to be carried out, they will promptly notify the other party with a view to agreeing a basis on which the effects of that event or circumstance shall be minimised for the parties.
22. MEJB Ltd may withdraw any service at any time after it becomes aware that there is any part of its content that is likely to be unlawful, misleading or otherwise not useful for its purpose.

Private Hire Charges, Costs and Recovery

23. All prices are GST inclusive, (Goods and Services Tax, currently @15% on value).
24. A tax invoice/receipt will be issued on all private hire charter transactions.
25. A \$100.00 non-refundable deposit will be made at time of booking.
26. MEJB Ltd will recover any and all legal costs incurred in recovering outstanding debts or breaches of this contract.
27. Payment is to be made on commencement of the hire and any subsequent alterations or changes will be tallied and payable at the end of the hire.
28. Payments can be made in cash, EFTPOS, (credit-VISA/MASTERCARD and purchase transaction) or direct into MEJB Ltd bank account.
29. MEJB Ltd reserves the right to cancel any reservation that has not received payment 5 days prior to service date or; where an arrangement between the client and MEJB Ltd has not been made.

Termination

30. Either party may terminate this Agreement with not less than 10 business days' notice in the event of the other party committing a material breach of this Agreement and not remedying the same within the period of the notice.
31. Notwithstanding clause 17, MEJB Ltd may terminate this Agreement immediately without penalty in the event that the burden of this Agreement on MEJB Ltd is likely to be materially adversely affected by any such event or circumstance.
32. Notwithstanding anything else in the Agreement, MEJB Ltd shall be entitled to be paid for such of the Services as it has performed up to the date of termination. Should the driver have been dispatched a cancellation fee will be issued based on time, distance, hireage and support costs to the time of cancellation; or the forfeiture of the \$100.00 deposit whichever is greater.

General

33. Nothing in this Agreement shall be construed as limiting the ability of MEJB Ltd to offer the same or similar services to any other person or organisation.
34. The laws of New Zealand govern the rights and obligations under this Agreement, and the parties submit to the non-exclusive jurisdiction of the Courts of New Zealand.
35. If there is any inconsistency between these general conditions of contract for the supply of services, other than agreed, and any special terms and conditions, then the special terms and conditions shall prevail.
36. Nothing in this Agreement makes the parties joint venturers, partners or agents of each other and neither of them can bind the other in any way.
37. This Agreement is the entire agreement between the parties and there are no oral or written agreements, representations, understandings or commitments of any kind, express or implied, not expressly set out in this Agreement.
38. Any failure by either party to enforce any of the provisions of this Agreement shall not constitute a waiver of any rights to future enforcement.
39. The provisions of this Agreement relating to third party rights, payment, assistance, confidentiality, intellectual property, provision of similar services, limitation of liability and governing law, shall not expire when this Agreement ends.

Disputes

40. Any disputes arising out of this agreement must submit to the exclusive jurisdiction of the New Zealand Courts. The parties agree to mediation as the first step, if mediation is not successful, then the issue will be directed to arbitration in accordance with the New Zealand Arbitration Act 1996. All costs will be shared between MEJB Ltd and the client.