

Terms & Conditions

Our single-passenger Trikes are not fitted with seatbelts, whereas our double-passenger Power Trikes, Wedding Carriage and Classic Cars are. It is the responsibility of the passengers to judge whether or not they are capable of securely holding on to the driver of our singlepassenger Trikes and to secure the seat belts on our double-passenger Power Trikes, Wedding Carriage and Classic Cars at all times. Failure to do so will result in the ride being terminated immediately with no refund or credit given.

Passengers must keep arms and legs within the confines of the Trikes, Wedding Carriage and Classic Cars at all times.

Although our Power Trikes have been classified as vehicles (cars) by NZTA and as such are exempt from the requirement of passengers to wear helmets, we nevertheless strongly recommend that our customers wear them – even during our short tours – as a precaution against insect stings, ocular and facial foreign body injuries, etc. *TAME the Beast Tours* and *Wedding Cars on Quayside* will not be liable for any injury incurred by passengers as a consequence of a refusal to wear helmets.

The cars are charged out from the time they booked until they no longer required by the hirer. All fees above include decorations and the driver assigned to deliver the vehicle. The sliding scale price table refers to consecutive hours only, it does not apply to split bookings.

Please note there is a 20% (\$100 min) fuel surcharge for delivery outside the <u>Whangarei</u> <u>Metropolitan Area</u>. All pricing is inclusive of GST.

Our left-hand drive vehicles are no longer certified for Passenger Service transport and subsequently are *therefore rented out as photo props only on the same hourly basis and any transportation of passengers is as a free-of-charge courtesy-only service between photographic venues.*

We reserve the right to charge for unexpected overtime in 30-minute increments at the appropriate hourly rate, which may be paid by credit card where applicable. However, we can accept cash on the day as well.

We endeavour to ensure a significant time buffer between bookings. However, we reserve the right to leave a booking venue early should we have a later commitment. If there is a possibility of conflict, we will consult you in advance.

We make every endeavour to ensure that our vehicles are in excellent condition both visually and mechanically through regular detailing and frequent servicing. Drivers have passenger service licenses. All vehicles have a current Warrant of Fitness, Certificate of Fitness. However, it is a condition of our service that *T.A.M.E. the Beast Tours* and *Wedding Cars on Quayside* accepts no liability for loss, injury or damage to passengers or their property as a result of mechanical failure, accident or driver negligence beyond the cost of hire which will refund fully if such an occurrence has a significant impact on the relevant event.

The customer acknowledges that *T.A.M.E. the Beast Tours* and *Wedding Cars on Quayside* vehicles are subject to an increased risk of breakdown and mechanical failure and it is a condition of service that the client accepts the responsibility for this risk in exchange for the aesthetic amenity that a classic car provides. Accordingly, in the event of a breakdown, *T.A.M.E. the Beast Tours* and *Wedding Cars on Quayside* will not be held liable for missed appointments, time-dependent bookings and associated costs beyond the cost of hire and provision of alternative transport (where possible).

TAME the Beast Tours and Wedding Cars on Quayside hold no responsibility for delays caused by unexpected circumstances beyond our control such as weather or traffic delays.

The driver is authorized to stop the Trikes, Wedding Carriage and Classic Cars at any time and ask any passengers to get off or to exit who in their opinion act contrary to our conditions during their booking in any way. Passengers must not interfere with, encourage or harass the driver into breaking the law or any of the aforementioned conditions.

TAME the Beast Tours and Wedding Cars on Quayside reserve the right to decline passengers who are deemed too intoxicated or under the influence of drugs. This will be at the driver's discretion and no refund or credit will be given.

The driver will use his/her judgment to drive at reasonable speeds in relation to the prevailing road, traffic and weather conditions.

Our vehicles are insured for our drivers only. No other person may drive the vehicles under any circumstances.

Further to this, it is stipulated that the contract between *TAME the Beast Tours and Wedding Cars on Quayside* and the customer is not for the provision of leisure or entertainment.

It is vital that you read and understand our terms and conditions before making a booking.

Please Note*

The customer agrees that *TAME the Beast Tours and Wedding Cars on Quayside* are free to use images of customers for advertising and marketing purposes unless requested otherwise.

Receipt of payment by the payee will be considered tacit acceptance and agreement by the payor to these Terms & Conditions irrespective of signature.

Waiver and Release

The passenger understands the requirements and conditions and is aware that the ride may involve the risk of personal injury and damage or loss of property. The passenger voluntarily accepts all risks of personal injury and property damage arising from participation on the ride.

Customers are advised that entrance to any facility operated under the auspices of **Te Ao Mako Enterprises Ltd** (i.e., the Company, which includes *TAME the Beast Tours, Elysian Wheels and Wedding Cars on Quayside*) is solely at the customer's own risk. Neither Management nor the Company accepts responsibility for loss, damage or expense incurred by Customers as a consequence of his/her visit to any such facility or the use of the Company's services.

Cancellations

If you cancel at least 7 day(s) in advance of the scheduled departure, there is no cancellation fee.

If you cancel between 3 and 6 day(s) in advance of the scheduled departure, there is a 50 percent cancellation fee.

If you cancel within 2 day(s) of the scheduled departure, there is a 100 percent cancellation fee.

Customer signature

Date