

Heke Bus Standard Terms & Conditions of Carriage

1. Agreement and definitions

These terms apply to all transport provided by Heke Bus Limited ("Heke Bus", "we") except wedding transport, which is covered by our separate Wedding Transport Terms. By making a booking or paying a deposit or any other payment, the person booking ("the Customer", "you") accepts these terms for themselves and for every passenger in the group. The terms in force when your booking is confirmed apply to it, subject to section 9.

- **Private Charter:** hire of a vehicle and driver dedicated to the Customer for an agreed period, charged by the hour.
- **Private Transfer:** a point-to-point journey, charged per person.
- **Stag or Hen Party:** any group travelling to celebrate a stag, hen, bucks or similar event.
- **Passenger:** any person travelling on a booking, including children.

2. Quotations, pricing and payment

- **Quote validity:** All quotations are valid for 30 days from the date of issue, subject to vehicle availability at the time of booking.
- **Private Charters:** Priced at an hourly rate for the vehicle, which includes the driver. The driver stays with the vehicle for the whole hire. The minimum hire is 2 consecutive hours, and discounted day rates are available.
- **Private Transfers:** Priced per person, according to the pick-up and drop-off points. Unless stated in writing, a quoted price is for a direct, one-way, single-stop journey. Extra stops, passenger collections or route diversions must be agreed in advance and may incur additional cost.
- **Passenger numbers:** Fares are based on the numbers confirmed at booking, and passengers must not exceed the vehicle's seated capacity. We cannot guarantee changes to numbers within 24 hours of travel, and the fare for the confirmed number remains payable.
- **Prices and GST:** All prices are in New Zealand dollars and include GST unless stated otherwise.
- **Securing your booking:** A 20% deposit is required to confirm your reservation. Bookings made less than 7 days before travel must be paid in full when booked.
- **Final balance:** Due no later than 7 days before the date of travel. If it is not received by then, Heke Bus may cancel the booking and the deposit is forfeited.
- **How to pay:** Payment can be made via bank transfer or credit/debit card. Credit/debit card payments are subject to fees. Payment details are provided on your invoice.

3. Cancellation

Cancelling a confirmed booking is subject to the cancellation charges below, based on how much notice you give before the scheduled pick-up.

Notice given	Cancellation charge
14 days or more	\$50.00 administration fee
7 days or more, up to 14 days	20% of the fare (the deposit is forfeited)
48 hours or more, up to 7 days	40% of the fare
24 hours or more, up to 48 hours	75% of the fare
Less than 24 hours, or failing to board	100% of the fare

Any amount you have paid above the charge is refunded. Any shortfall will be invoiced to you.

4. Schedule, wait times and changes

- **Grace period:** For scheduled pick-ups, a 10-minute grace period applies. If your group has not boarded by then, the vehicle may leave to serve later bookings. This is treated as a "No Show" and is not refundable.
- **Wait Time Fee:** At the driver's discretion, and only where later bookings are not affected, the vehicle may wait beyond the grace period. A Wait Time Fee of \$25.00 per 15-minute block (or part thereof) then applies and will be

invoiced to you.

- **Private Charters:** The vehicle and driver stay with your group for the contracted hours, so the grace period and Wait Time Fee do not apply during the hire. Overtime is covered in section 6.
- **Short-notice changes:** We cannot guarantee changes to times or routes within 24 hours of travel. No changes can be made within 1 hour of the scheduled pick-up.
- **Itinerary:** Drivers follow the agreed itinerary. Changes requested on the day are at the driver's discretion and will cost extra.
- **Ferry delays and capacity:** Many journeys connect with ferries, which are outside our control. If a ferry is delayed or cancelled, or some or all of your group cannot board the sailing you planned (for example because it reaches capacity), we will make reasonable efforts to get your group to its destination. This may mean re-timing a pick-up or collecting people in more than one trip, depending on vehicle and driver availability, other bookings and the driver's legally required hours. We cannot guarantee this, and we are not responsible for any resulting delay, missed connection or change of plans. Extra waiting time or extra trips may incur additional charges (see the Wait Time Fee above and Overtime in section 6), and we will tell you first where we can. The fare for the booked service remains payable. To help us, tell us your ferry operator and sailing time when booking, if pre-booking your ferry tickets do so early (capacity is limited, especially at peak times). During summer and at peak times, queues can be long and ferries often reach capacity. It is advisable to arrive in plenty of time to join the queue (1 hour before departure in peak season). Please contact us as soon as you know if your group will be delayed.

5. Passenger conduct and safety

- **Alcohol:** No alcohol may be consumed in any Heke Bus vehicle. Under section 38 of the Summary Offences Act 1981 it is an offence to drink alcohol, or to supply or offer it for drinking, in a vehicle carrying passengers for reward, and a chartered vehicle counts as carrying passengers for reward. Heke Bus does not hold a licence for the sale, supply or consumption of alcohol on its vehicles. If alcohol is being consumed on board, the driver may stop the vehicle and require it to stop. If it continues, the driver may end the journey without refund, and the full fare remains payable.
- **Smoking and vaping:** Prohibited in all Heke Bus vehicles under the Smokefree Environments and Regulated Products Act 1990.
- **Responsibility for your group:** The Customer is responsible for the behaviour of everyone in the group and for any damage they cause (see section 7).
- **Refusal of carriage:** Drivers may refuse to carry, or may end a journey for, anyone who is disorderly, appears intoxicated or presents a safety risk. No refund is given where service ends because of a breach of these terms.
- **Seatbelts and children:** Passengers must wear a seatbelt wherever one is fitted. Please tell us at booking if children will travel, so we can confirm the correct restraints for the vehicle and journey.
- **Luggage and animals:** Please advise in advance about large or unusual items. Assistance dogs are always carried. Other animals are carried only by prior agreement.

6. Private Charter hire

- **Scope:** The vehicle and driver stay dedicated to the Customer for the agreed hire period, which is charged at the hourly rate quoted.
- **Driver rest breaks:** Drivers are legally required to take rest breaks under NZ work time and logbook rules. The driver will make arrangements with the Customer to take these breaks at convenient times during the itinerary, within the legally required timeframe. Breaks usually happen while the group is at a venue, and the driver may need to leave the immediate area with the vehicle.
- **Overtime:** If the hire runs past the contracted time, the agreed hourly rate is charged pro rata in 15-minute blocks.
- **Availability:** Overtime depends on the driver's logbook hours and later bookings. Extending the hire is at the driver's discretion and cannot be guaranteed.

7. Soiling, cleaning and damage

“Soiling” means vomit, spilt food or drink, bodily fluids, mud or any other mess that needs more than routine cleaning.

Booking type	What applies
Private Charters, and all Stag or Hen Parties	A refundable Soiling Bond of \$300.00 is added to your invoice. It is refunded in full within 7 business days after travel if there is no soiling or damage.
Other bookings	A Soiling Bond of \$300.00 may be added to your invoice at Heke Bus's discretion, refunded on the same terms.
Private Transfers	No bond is taken. If a passenger soils or damages the vehicle, a \$300.00 cleaning fee is charged.

Where cleaning or repair costs are more than \$300.00, the Customer remains fully liable for the extra cost.

8. Limitation of liability

- **External factors:** Heke Bus accepts no liability for delays or missed connections caused by ferry delays, cancellations or capacity, weather, road closures or traffic congestion. For ferries, see also section 4.
- **Vehicle substitution:** We may substitute another vehicle or vehicles of similar capacity if needed because of mechanical failure or unforeseen circumstances.
- **Total liability:** To the extent permitted by law, our total liability is limited to a refund of the fare paid for the affected service. We accept no liability for consequential losses.
- **If we cannot provide the service:** If we cannot provide a booked service for reasons within our control, we will make reasonable efforts to provide a replacement. If we cannot, we will refund the fare paid for the affected service, and that is our only liability, subject to your rights under the Consumer Guarantees Act 1993.
- **Indemnity:** The Customer will cover any loss, damage or cost that Heke Bus suffers as a result of a breach of these terms by the Customer or any of their passengers.
- **Consumer law:** Nothing in these terms limits any right you have under the Consumer Guarantees Act 1993 that cannot lawfully be excluded.

9. Lost property and general

- **Lost property:** Heke Bus is not responsible for items left on a vehicle. We will make reasonable efforts to identify and return found items at the owner's expense (for example, courier costs), but accept no liability for lost or damaged personal property.
- **Changes to these terms:** We may update these terms, and will notify you by email if we do. For a booking already confirmed, the updated terms apply only where the change is needed to comply with the law or safety requirements, or where you agree to it. Otherwise the terms in force when your booking was confirmed continue to apply. If a change in the law makes any part of these terms unlawful or unenforceable, that part is replaced to the extent needed to comply with the law, and the rest continues to apply.
- **Governing law:** These terms are governed by New Zealand law, and the New Zealand courts have non-exclusive jurisdiction.