

Heke Bus Wedding Transport Terms & Conditions of Carriage

1. Agreement and definitions

These terms apply to Wedding Services (including guest shuttles and bridal party transport) provided by Heke Bus Limited ("Heke Bus", "we"). By making a booking or submitting any payment, the person booking ("the Customer", "you") confirms they have read, understood and agree to be bound by these terms, for themselves and for every guest travelling. Payment of the 20% deposit forms a binding contract. The terms in force when your booking is confirmed apply to it, subject to section 9.

- **Transport Coordinator:** the person you nominate to give us instructions on the day (see section 2).
- **Venue Manager:** the manager of the wedding venue.
- **Continuous Shuttle:** a guest shuttle that runs between agreed points for an agreed period.
- **Guest:** any person travelling on a booking, including the bridal party and children.

2. Quotations, booking and payment

- **Quote validity:** All wedding quotations are valid for 30 days from the date of issue.
- **How your quote is priced:** Your quotation states whether your transport is priced per vehicle by the hour, as a fixed price per run, or per person. Unless the quotation says otherwise, it covers only the runs, times and pick-up points listed in it.
- **Guest numbers:** Guest numbers must not exceed the vehicle's seated capacity. We cannot guarantee changes to numbers within 48 hours of the wedding.
- **Prices and GST:** All prices are in New Zealand dollars and include GST unless stated otherwise.
- **Securing your date:** A 20% deposit is required to confirm your reservation.
- **Final balance:** Due no later than 14 days before the wedding date. If it is not received by then, Heke Bus may cancel the booking and the deposit is forfeited. Bookings made less than 14 days before the wedding must be paid in full when booked.
- **How to pay:** Payment details are on your invoice. The Soiling Bond is added to your final balance (see section 7).
- **Transport Coordinator:** You must nominate a Transport Coordinator (for example a wedding planner or a member of the bridal party) and give us their mobile number. Our drivers take instructions about itinerary changes or site clearance only from this person or the Venue Manager.

3. Cancellation and postponement

If you cancel, the charge below applies, based on how much notice you give before the wedding date.

Notice given	What applies
30 days or more	Deposit refunded, less a \$100.00 administration fee
14 days or more, up to 30 days	The 20% deposit is forfeited. Any payments beyond the deposit are refunded.
Less than 14 days	No refund. The full quoted fare is payable.

Postponement: At Heke Bus's discretion, a wedding booking may be postponed once, for up to 12 months. Payments made are held as credit, subject to vehicle availability and seasonal price adjustments.

4. Continuous shuttle and site clearance

- **Primary destination:** The Continuous Shuttle moves guests from the reception to off-site locations. Guests who move to on-site accommodation, winery grounds or other areas after the reception ends are considered to have reached their destination.
- **Site clearance:** Once the Venue Manager or your Transport Coordinator confirms the reception area is clear, the vehicle makes one final sweep. If no guests are at the designated pick-up point, the site is treated as clear and the

vehicle departs.

- **Return-to-Base Fee:** If a vehicle is recalled to the venue after departing because guests have come out of on-site accommodation or other areas, a \$250.00 fee applies. We recover it in one of these ways:
 1. deducted from the Soiling Bond;
 2. invoiced to the Customer after the event; or
 3. charged directly to the guests at the time of the request, but only if you have told us in advance to do so.
- **2:00 AM hard close:** The final shuttle departs the venue no later than 2:00 AM.

5. Schedule, changes and ferries

- **Final itinerary:** Your final itinerary (pick-up points and times) must be confirmed 7 days before the wedding.
- **Short-notice changes:** We cannot guarantee changes to times within 48 hours of the wedding. No changes can be made within 1 hour of a scheduled pick-up.
- **Wait times:** For scheduled (non-shuttle) pick-ups, a 5-minute grace period applies. After that, the vehicle may leave so later pick-ups are not affected.
- **Driver rest breaks:** Drivers are legally required to take rest breaks under NZ work time and logbook rules. Where a vehicle and driver are dedicated to your wedding, the driver will make arrangements with the Transport Coordinator to take these breaks at convenient times, within the legally required timeframe.
- **Ferry delays and capacity:** Many wedding journeys connect with ferries, which are outside our control. If a ferry is delayed or cancelled, or some or all of your guests cannot board the sailing they planned (for example because it is full), we will make reasonable efforts to get your guests to their destination. This may mean re-timing a pick-up or collecting guests 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 to your wedding plans. Extra waiting time or extra trips may incur additional charges, and we will tell the Transport Coordinator first where we can. The fare for the booked service remains payable. To help us, give us your guests' ferry operator and sailing times, book ferry tickets early (capacity is limited, especially at peak times), and have the Transport Coordinator contact us as soon as they know guests are delayed.

6. Guest conduct and safety

- **Alcohol:** No alcohol may be drunk in any Heke Bus vehicle, including by the bridal party. 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. Please make sure your guests know this, and consider asking the venue to remind them before the shuttle. If alcohol is being drunk 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 guests:** The Customer and the Transport Coordinator are responsible for the behaviour of the wedding party and guests, and for any damage they cause (see section 7).
- **Guests who are unwell or intoxicated:** We know weddings are celebrations, and our drivers will work with the Transport Coordinator on the night. Where a guest is so intoxicated, disorderly or unwell that carrying them would put themselves, other guests or the driver at risk, the driver may refuse carriage or end a journey, and will speak to the Transport Coordinator first wherever possible. We are not responsible for providing alternative transport for a guest we have declined to carry, and no refund applies.
- **Seatbelts and children:** Guests must wear a seatbelt wherever one is fitted. Please tell us at booking if children (including flower girls and page boys) will travel, so we can confirm the correct restraints for the vehicle and journey.
- **Luggage and animals:** Tell us in advance about large or unusual items. Assistance dogs are always carried. Other animals are carried only by prior agreement.

7. Soiling Bond, cleaning and damage

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

- **Bond:** A refundable Soiling Bond of \$300.00 is added to your final balance. It is held against deep-cleaning costs, damage and any Return-to-Base Fee deducted under section 4.

- **Refund:** The remaining bond is refunded within 7 business days after the wedding, in full if there has been no soiling, damage or fee.
- **Extra costs:** If cleaning, repair or fees come to more than \$300.00, the Customer remains liable for the difference and we will invoice you for it.

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 5.
- **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. 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 guests.
- **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 during or after the wedding. 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.