

# Best Limo Hire

Price is what you pay. Value is what you get - Author unknown

**P.O.Box 1494, Bromhof, 2154**

Moni Moni, Lanseria Rd, Lanseria

**Cell: 076 792 0172**

Fax: 086 224 6027

[www.bestlimohire.amawebs.com](http://www.bestlimohire.amawebs.com)

[annie@bestlimohire.co.za](mailto:annie@bestlimohire.co.za)

[info@bestlimohire.co.za](mailto:info@bestlimohire.co.za)

## **Term and Conditions**

**PLEASE FAX OR E-MAIL A SIGNED COPY ACCOMPANIED BY YOUR BOOKING FORM**

1. *A 50% DEPOSIT on receiving the reservation is required to secure the booking, which is only valid once funds have been cleared. We do not refund any deposit if a reservation is cancelled. Our refund policy is at Management's discretion and their decision is final. No correspondence will be entered into. Cancellation within 48 hours is billed at 100% original booking.*

*BEST Limo Hire accepts only CASH, CASH deposit or Internet transfers. We do not accept cheques or any form of Credit or Debit Cards. Should the full amount not be paid into the Bank Account of Best Limo Hire, the balance will be due to the Chauffeur in CASH only upon arrival of the Limousine. No passengers will be allowed into the vehicle unless this cash has been received in full.*

2. *Smoking is strictly prohibited within the vehicle. Best Limo Hire reserves the right to terminate the charter at any time should the client and or the client's guest refuse to adhere to the non-smoking policy. Failure to comply with this condition will be deemed to be a material breach of these terms and conditions.*
3. *Limousine's are not allowed to travel on any dirt or gravel roads (Tarred only)*
4. *No food allowed in our Limousine's*
5. *The Client is responsible for guests and assumes full financial responsibility for any damages to the vehicle caused by the client or the guests whether by accident or neglect or intent. Proof of expenses incurred by Best Limo Hire will be sufficient proof of the extent of the damages suffered by Best Limo Hire, and the client agrees to make payment of any amounts so reflected within 3 (THREE) calendar days of demand, failing which Best Limo Hire reserves the right to proceed with formal legal action against the client.*
6. *We assume no responsibility for articles left in the vehicles. Driver and the Company are not responsible for any damages or loss incurred whatsoever the cause.*
7. *The Driver may terminate the charter at any time, without refund if they in their sole discretion deem the party unruly or endangering the safe operation of the vehicle and monies will not be refunded. The driver may further terminate the charter immediately if in the driver's sole discretion the client and or the guest of the client is participating in any unlawful activity including but not limited to the smoking and/ or use of prohibited substances in the vehicle. In the event that the vehicle of Best Limo Hire is impounded by any law enforcement agency due to the unlawful actions of the client and/ or the guest of the client, the client will be liable for all costs incurred by Best Limo Hire, including but not limited to fines, and any legal costs incurred on a scale between Attorney and Client.*
8. *The Driver and Best Limo Hire are not responsible for any illegal acts committed by the clients or the guests of the client during the rental. The client indemnifies Best Limo Hire against any and all losses suffered by the client or the guests of the client as a result of the illegal acts committed by the client or the guests of the client during the charter.*
9. *Best Limo Hire is committed to rendering excellent service and on time, however Best Limo Hire will not assume any liability for any delays or inconvenience caused due to the following:*
  - 9.1 *Public disturbance, riots etc;*
  - 9.2 *Traffic accidents, road blocks or peak hours;*
  - 9.3 *Unfavourable road or weather conditions;*
  - 9.4 *Unforeseen mechanical failures;*
  - 9.5 *Situations deemed an Act of God;*

The client will have no claim of any nature whatsoever against Best Limo Hire for any losses suffered by the client and or guest as a result of any delay or inconvenience so caused.

10. Best Limo Hire reserves the right to substitute the client's vehicle with an alternative vehicle which is as closely similar as the client's selected vehicle of choice, in the event that the selected vehicle becomes unavailable due to an occurrence beyond our control. The client will not be entitled to cancel the booking or claim any refund from Best Limo Hire in the event that Best Limo Hire is unable to provide the selected vehicle.
11. The client assumes full financial responsibility for all payments due at the end of the charter including overtime, wait time, gratuity and damages fees. Any damages to our vehicle will be charged for with immediate effect for your account.
12. Any deviation from the original booking details/route will be charged for accordingly and will be covered by the indemnity. Best Limo Hire reserves the right not to deviate from the route originally booked, under circumstances where the driver of the charter in his/her sole discretion determine that the alternative route is not safe, or suitable for the vehicle being travelled in.
13. Regurgitation fees are R1000 (ONE THOUSAND RAND), everything else will be estimated by a professional.
14. The client is responsible to notify us of all airline changes, delays, cancellations and missed flights. Delayed flights are billed after flight arrival. Excessive wait time will be wait time in excess of \_\_\_\_\_ (Insert Period) and will result in additional charges as stipulated in Best Limo Hire rates table as effective from time to time.
15. Passengers please note that no alcohol, drugs or other intoxicants are allowed in the Limousine – use of alcohol will be entirely at customer's risk.
16. Parents of underage passengers must provide a contact number in case of emergency or violation of any of the terms and conditions set out herein. No underage passenger will be allowed to enter the vehicle without having provided the contact details of the under aged passengers parents or legal guardian.
17. No additional passengers are allowed in the Limousine other than what was contracted in the original charter.
18. The client will be bound to the indemnity as detailed in clause 19.1 and further indemnifies Best Limo Hire against any losses that may be suffered by the client's guests as detailed clause 19.1. The client will settle all claims that its guest may bring against Best Limo Hire on demand.

#### 19. EXCLUSION OF LIABILITY

- 19.1 THE CLIENT AND THEIR RESPECTIVE GUESTS SHALL NOT HAVE ANY CLAIM OF ANY NATURE WHATSOEVER AGAINST BEST LIMO HIRE (THE COMPANY) FOR ANY LOSS, DAMAGES OR INJURY WHICH THE CLIENT AND THEIR GUESTS MAY DIRECTLY OR INDIRECTLY SUFFER, (WHETHER OR NOT SUCH LOSS, DAMAGE OR INJURY IS CAUSED THROUGH THE NEGLIGENCE OF THE COMPANY OR ITS SERVANTS OR EMPLOYEES) BY REASON OF ANY ACCIDENT IN WHICH THE VEHICLE MAY BE INVOLVED OR THEFT OF THE VEHICLE OR THEFT OF ANY ITEM FROM THE VEHICLE OR THE VEHICLE BEGINS IN A STATE OF DISREPAIR OR ARISING OUT OF ANY ACT OF OMISSION BY THE COMPANY OR ITS SERVANTS OR EMPLOYEES OR ARISING IN ANY MANNER WHATSOEVER OUT OF THE USE OF THE VEHICLE OR THE CONVEYANCE OF THE CLIENT AND HIS/HER CO-PASSENGERS IN THE VEHICLE FOR ANY PURPOSE WHATSOEVER OR ARISING AS A RESULT OF THE VEHICLE BEING UNAVAILABLE ON THE REQUIRED DATE FOR ANY REASON OR ARISING FROM ANY OTHER CAUSE WHATSOEVER.
- 19.2 THE CLIENT SHALL UNDER NO CIRCUMSTANCES WHATSOEVER HAVE ANY CLAIM AGAINST THE COMPANY FOR CONSEQUENTIAL LOSS, HOWEVER CAUSED.
20. In terms of section 45 of the Magistrate's Court Act the Client consents to the jurisdiction of any Magistrate's Court in the area in which the Client resides or works, notwithstanding the amount involved.

**TIPPING IS NOT COMPULSORY AND IS THEREFOR LEFT TO THE CUSTOMER TO SHOW APPRECIATION FOR GOOD SERVICE**

I have hired the Limousine or Party Bus for \_\_\_\_\_ pax and will have the vehicle for \_\_\_\_\_ hours.

**I/WE HAVE READ AND UNDERSTOOD AND AGREE TO THE ABOVE CONDITIONS OF HIRE AND INDEMNITY (EXCLUSION OF LIABILITY)**

I am 21 years or older and entitled to sign this Terms and Conditions of Limousine Hire on behalf of any parties that will be transported.

**FULL NAME AND SURNAME** \_\_\_\_\_

**I.D. NUMBER** \_\_\_\_\_

**PHYSICAL ADDRESS** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Which address the Client accepts as domicilia citandi et executandi.)*

**DATE** \_\_\_\_\_

**Signature** \_\_\_\_\_

*In the event of a Company booking, the authorised person must sign these Terms and Conditions*

**FULL NAME AND SURNAME** \_\_\_\_\_

**REGISTERED ADDRESS** \_\_\_\_\_

*(Which address the Client accepts as domicilia citandi et executandi.)*

**CAPACITY** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Signature** \_\_\_\_\_