

In this agreement the following definitions apply unless the context requires otherwise

'Administration Fee' means 5% of the total hire charge.

'Cancellation Fee' means the Hire Charge.

'The Company' shall mean Raco Special Vehicles (booking Agency) ABN 80 070 456 781, ACN 070 456 781

'Employee' shall have the meaning of any employee of the company, not including any driver or chauffeur employed by the affiliates

'Hirer' shall be deemed to be the person who has signed the hire agreement/accepted these terms and conditions by phone recording and or the person responsible for the payment of the hire

'Hire' shall mean the period for which the vehicle has been booked and reserved for.

'Booking' and **'Reservation'** shall mean a period for which the hirer has committed to hire the vehicle by phone call or in writing and a booking fee has been paid or credit card has been used as security even if not charged.

'Vehicle' shall mean any vehicle supplied by affiliates of the company or owner drivers to the hirer

'Booking Fee' shall mean the amount due under the terms of this agreement to secure a reservation and is the service fee charged for sourcing a vehicle

'Balance' shall mean the amount due under the terms of this agreement, less any BOOKING FEE paid

'Party' shall mean any person or persons accompanying the hirer in the hired vehicles

'Chauffeur' shall mean the driver of the hired vehicle

'Hire Charge' shall mean the amount due at any time under the terms of this agreement

1. The Company is a booking agency only and its role and obligations are limited to and do not extend beyond sourcing a vehicle/s at the date/s and time/s required by the Hirer in accordance with the Hirer's instructions for Hire.
2. To secure a Booking/s the Hirer must pay a sum equal to 50% of the total Hire Charge to the Company and is at all times a non refundable BOOKING FEE.
3. Any outstanding Balance, if not paid in full prior to the scheduled date of the Booking is to be paid to the Chauffeur IN CASH, on the commencement time of the Hire.
4. The Hirer will be charged overtime rates/charges if the Booking/Hire time exceeds beyond the scheduled Hire/Booking and will be calculated and charged in 15 min increments plus a further Administration Fee will be automatically charged to the Hirer's credit card if the Hirer has not paid the same to the Chauffer at the conclusion of the Hire.
5. If the Hirer cancels a Booking/Hire less than 6 weeks prior to the date scheduled Booking/Hire, the Hirer shall incur and will be charged a cancellation fee at the sum equal to the full Hire Charge and payment of the Hire Charge (subtracting any Booking Fees paid) will be required within 7 days from the date of the cancellation unless otherwise agreed upon between the Company and the Hirer in writing.

6. If the Hirer wishes to amend the time or date or vehicle of a Booking/Hire the request must be in writing detailing the date, time or vehicle changes. An Administration Fee will be incurred will be charged and is payable on the commencement of the Booking/Hire.
7. The Company shall not be held responsible for any data entered into the Company's booking system that is incorrect. Confirmation of Bookings shall be emailed to the email address provided by the Hirer at time of Booking and the Company shall not accept any liability should the Hirer fail to advise the Company of the incorrect information provided. It is the responsibility of the Hirer to ensure all details of the Booking are correct and that the Company is contacted within 24 hours of the Hirer making a Booking, by return email only in order to confirm the Booking or alternatively correct any errors or advise the Company of any changes to the Booking that are required.
8. In accordance with clause 1 hereof the Company's obligations and liabilities do not extend beyond that of a booking agency and therefore the Company shall not be held liable for any loss or damage/s that the Hirer may incur as a result of a mechanical breakdown while on charter. The Hirer acknowledges that the Company shall not be held liable for any mechanical breakdowns/disturbances of the Hire however should any mechanical breakdown occur prior or during the Hire including an accident or if the vehicle is no longer safe to drive, then the company shall endeavor, without guarantee to do so, make alternative arrangements to get the Hirer to their destination. The Company may use its discretion in order to determine the method of alternative travel arrangement or alternatively the Hirer may make their own alternative arrangements bearing their own costs. The Hirer agrees and acknowledges that a claim for costs relating to alternative arrangements made on their own behalf cannot and will not be made against the Company.
9. The Hirer accepts and acknowledges that the Company will not be held liable for any damages or losses that may be suffered/incurred by the Hirer as a result of the Vehicle failing to attend or failing to comply with the terms of the Hire at the location, time and date scheduled.
10. The Company does not make or represent or make any guarantees and the Hirer accepts the Company is not making or representing any guarantees as to the terms of time, reliability of the Vehicle and events out of the direct control of the Chauffeur, Affiliate or the Company of the Hire.
11. Any Chauffeur or Vehicle related complaints that extend beyond the responsibilities of the Company under the terms of this Agreement must be made directly to the Affiliate and/or the owner driver. The details of the said Affiliate and/or the said owner driver will be supplied by the Company to the Hirer upon the request of the Hirer. In the event where the Hirer instigates legal proceedings against the Company the Company will be seeking that the Affiliate and/or owner driver be joined as a Defendant/s to the proceedings.
12. The Hirer agrees to accept full financial responsibility and unlimited liability for any damage caused to the Vehicle by the Hirer or any members of their/his/her Party. The Hirer shall accept full responsibility and liability to pay damages to the Company for the cost of repair of the damage, any loss of income on behalf of the Affiliate/Owner Driver and/or Company as a result of the damage plus a Sanitation fee of \$250.00.

13. The Company reserves the right to terminate the Booking/Hire if any illegal activity is undertaken by the Hirer and or Party while on charter and the Hirer agrees and acknowledges that the Company will retain all monies paid to it plus may seek payment from the Hirer for any damages, loss, costs or fees incurred as a result of the Hirer's illegal activity and/or termination of Booking/Hire.
14. The Company accepts no responsibility and shall not be held liable for any damages, losses or costs incurred/suffered as a result of any delays caused by unsafe road conditions (i.e.. traffic, accidents, etc.) and delays caused by previous Bookings going overtime
15. The Company shall not be held responsible or liable for the safe retention of articles left in any Vehicle by the Hirer or Party. The Hirer accepts responsibility and liability on behalf of the Hirer's Party for any losses property belonging the Company and/or Affiliate/Owner Driver that is provided in a Vehicle which includes but is not limited to, glassware, CD's, DVD's, Video tapes etc.
16. Vehicles cannot be loaded beyond legal seating capacity and the Driver and Company reserve the right to terminate the reservation should the Hirer insist to carry more passengers than the Vehicle is legally able. The conditions stipulated in Clause 13 hereof apply to this Clause 16.
17. The Hirer shall be responsible for their own behavior and the behavior of their Party so as to ensure that they behave in a acceptable non-threatening and accommodating manner. The Hirer shall be responsible for the payment of any damage caused to the Vehicle or any property belonging to the Affiliate or driver owner howsoever caused as a result of their Party or themselves such as incitement or behavior resulting in damage to the vehicle or its contents by a third party. The Hirer holds the Company harmless of any liability for any personal or material damages arising from the conduct of his or her party.
18. The consumption of food is not permitted in any of the Vehicles unless a written agreement has been entered into at the time of the Booking.
19. The Hirer accepts a no drinking policy for DEBUTANTE BALLS AND SCHOOL FORMALS
20. It is a legal requirement that all passengers wear a seat belt where fitted whilst in the Vehicle. The Hirer agrees and specifically indemnify the Company and the Chauffeur against any fines imposed as a consequence of the passengers failing to comply with this legal requirement. Where the Hirer has asked for a child seat to be fitted, it is the responsibility of the Hirer to supply and ensure that the seat is correctly fitted before placing an infant into the seat.
21. The Hirer accepts and agrees, except in cases of an emergency, that the Chauffeur may only open and close doors of the Vehicle. The Company will not be held responsible for accidents and/or damages caused to Vehicle/s, persons and property as a consequence of the Hirer and/or the Party opening and closing doors.
22. Irresponsible behavior which could give rise to or damage the Vehicle or endanger the safety of the other passengers will not be tolerated at any time by the Chauffer or Company which includes negligent treatment of the Vehicle such as sitting on the exterior of the vehicle, hanging out of the windows, shouting abuse to other road users or pedestrians out of the window, rudeness or intolerance with the Chauffeur, misuse of the equipment, fixtures or consumable within the vehicle

and willful damage to the interior generally and such behavior may, at the sole discretion of the Chauffeur, the Company or its employees result in the immediate termination of the Hire without compensation. In addition, the Hirer shall be held liable and responsible for any loss, howsoever caused, by the irresponsible behavior, actions or negligence of his or her Party.

23. The Hirer acknowledges that he/she indemnifies the Company and its employees against any loss, consequential or otherwise as a result, direct or indirect or otherwise of a failure to meet time deadlines. The Hirer accepts total responsibility to ensure that there is adequate time to travel to and from destinations required by the time deadline/s required. Any advice provided by the Company or its employees to the Hirer, is to be used only as a guide and the Hirer accepts this guide may be inaccurate due to unforeseen circumstances including, but not limited to, traffic conditions, poor weather, break downs and overtime, etc.
24. The Hirer accepts that in car entertainment such as television screens, video and DVD equipment is provided as a courtesy and its use and/or availability does not form part of the Hire. In the event that any equipment fitted to the Vehicle malfunctions or is not in working order prior to or during the Hire, the Company shall hold no liability whatsoever and shall not be liable for the payment of any compensation for such instances, nor will the Company be held liable for claims for any form of refund or cause of action.
25. The Company shall not be held liable for any claims, damages, compensation or loss that may arise as a result of the Hire of any nature whatsoever including any future claims that may arise as a result of a Hire.
26. Where the Hirer is a Business or a company and the forgoing has had a representative make the booking of its behalf, the Business or company shall assume the liability of the Hirer and the representative shall be deemed bound to advise the Hirer and party of the terms and conditions for the Hire.
27. The Hirer accepts all of the abovementioned terms and conditions and in order to acknowledge acceptance of the terms and conditions herein, the Hirer shall supply a credit card or provide payment of a Booking Fee.