



TERMS AND CONDITIONS OF MAATOUK ENTERPRIZES PTY LIMITED T/AS FOREVER LIMOUSINES

Glossary – We, us – Maatouk Enterprizes Pty Limited T/as, Forever Limousines, directors, owners, operators or drivers and any previous entities that you entered into an agreement with under the business name Forever Limousines.

Client - You, your – the individual/s, company or other entity making or paying for a reservation, and/or any representative or guest thereof.

Terms and Conditions: -

Reservation Confirmation – Weddings – A non-refundable deposit of 40% of the total amount payable for each booking will apply. Reservations are regarded as confirmed once we receive your completed booking form & deposit. The balance is due & payable no later than 30 days prior to the date of your event. Credit card details are required for all reservations and held as security against waiting time, cancellation, no-show and vehicle damage etc. Cash payments will only be accepted as a direct deposit into our bank account and must clear our account before travel

Reservation Confirmation – School Formals/Functions - A non-refundable deposit of \$150 is payable for each vehicle booked. Your reservation is regarded as confirmed once we receive your completed booking form & deposit. The balance owing is due and payable no later than 7 days prior to the date of your event. Credit card details are required for all reservations & held as security against waiting time, cancellation, no-show and vehicle damage etc. Cash payments can be made to the driver prior to travel on the night or as a direct deposit into our bank account but must clear our account before travel

Cancellations – Any payments made by you are NOT refundable or transferable. Cancellation MUST be made in writing (email or letter) by the person nominated on the invoice and must quote your invoice number and date. Cancellation MUST be made in writing (email or letter) by the person nominated on the invoice & must quote the invoice number. The full amount of the contract signed by you is due and payable in the event of a cancellation.

Reservation Modifications – Once confirmed, your reservation price will not change unless you change details or extend your time/s. Should you have a need to modify transport times, routes or dates – please advise us in writing & where possible we will accommodate your requirements, however we cannot guarantee to be able to do so. You have the right to cancel your reservation subject to our cancellation policy. Our drivers DO NOT have the authority to alter the booked times pick up or destination addresses or routes or any other details - modifications must be authorised by Management.

No-Show – You will be charged the total amount of the confirmed fee if you do not “show” at the nominated time and place.

Non-Payment - In the event that you fail to make any payments required under your agreement with us, we reserve the right to cancel your booking and the full amount of your booking will become due and payable immediately upon demand. Any legal costs associated with the recovery of any money due to us will be claimed against you on an indemnity basis.

Waiting/Over Time – We will always endeavour to accommodate our clients who require excess time with our vehicles. Within reason and where possible, the vehicle will be made available to you for as long as possible after the specified period of your reservation. Any Waiting/over time will be charged in 15 minute increments as per our standard fees.

Unforeseen Circumstances – We will make every effort to arrive at your collection & destination locations on time. However, occasionally, allowances must be made for unforeseen circumstances such as traffic, road and weather conditions, illness, vehicle breakdown etc. We cannot assume responsibility for circumstances beyond our control. Should there be a vehicle breakdown or mishap rendering the reserved vehicle out of commission, we reserve the right to substitute a vehicle/vehicles. We will make every effort to supply an alternative vehicle. Should we be unable to provide and alternate vehicle, a pro rata refund may be paid. No guarantee can be made that we will supply the identical vehicle.

Limits of Liabilities & Insurance – In all cases, Maatouk Enterprizes P/L T/as Forever Limousines, owners, operators and chauffeurs/drivers maximum liability shall be limited to a full refund of monies paid pertaining only to the trip or portion thereof in question. All care will be taken by us, but no liability will be assumed. No claim for Liquidated Damages, consequential loss or for any other eventuality shall be admissible. Our insurance policies cover our passengers whilst inside our vehicle/s & en route only.

Vehicle Damage & Bad Behaviour – Our vehicles are fitted with security cameras - if you or any person or part of your party damage or soil our vehicle, interior or exterior, including all fittings and fixtures, you will be liable for all costs incurred to rectify said damage. Including any legal costs incurred by us on a full indemnity basis. This applies to all outstanding money that you owe us or are liable to pay us under the terms of this agreement. If any person behaves in a manner deemed unsafe, antisocial, crass or damaging or you or any part of your party is considered intoxicated, before, after or whilst en route, we reserve the right to abort travel, evict you from the vehicle & terminate your reservation. No refund will apply. A police report & security footage will be submitted if necessary.

Safety Devices - Seatbelts are fitted to all our vehicles and must be used by all passengers whilst the vehicle is in motion. Child restraints/booster seats must be supplied & fitted by the client & used according to RTA/legal guidelines. Failure to use the safety devices correctly, will be the sole responsibility of the passengers or passengers guardian/parent and/or the person or entity confirming the booking or shown on our invoice

Vehicle Restrictions & Road Rules - There may be instances where vehicles are unable to be negotiated over speed humps, through turns, driveways etc., rendering some locations inaccessible. In this case, we will endeavour to collect/deliver passengers at the closest possible point we can. Should the driver deem any location or situation unsuitable for the vehicle, an alternative will be sought & used or termination of travel will occur if necessary - the driver's decision will be final and no refund will be paid. Drivers will adhere stringently to all legal road rules at all times. All drivers will plot his/her own travel route/s

Smoking & Illegal Substances/Materials – Smoking and all illegal materials & substances are strictly prohibited in our vehicles. A fee of \$250.00 will be charged to you in the event that smoking occurs in our vehicles.

Alcohol – Alcoholic beverages may only be consumed en route, (except to/from school functions) by persons over the age of 18 and where full responsibility is assumed by the passenger/s. We will not be held responsible nor liable for you or any part of your party consuming alcohol nor the consequences that may ensue Alcohol supplied by us will only be served once the vehicle has stopped. All alcohol consumption is your responsibility and at your own risk and you alone shall assume full liability

Food - No food of any description is to be consumed inside our vehicles. If included in your package, drivers will serve any food once the vehicle has stopped & passengers alighted. A cleaning fee of a minimum \$250.00 will be charged per vehicle in the event that food is consumed in it and a mess has been made.. This also applies to any beverage or alcohol spillages. For extreme circumstance and damages caused by you, you will be held liable for the full and actual cost of any invoice provided to us to rectify the damage that you have caused.

Subcontractors – During peak times, we may use the services of other limousine companies. Although other companies will remain under our supervision, they will be governed by their own operational guidelines & operate at all times under their own insurance policies.

Disclaimer – These Terms & Conditions & Privacy Policy are current & subject to change without notice. All use of our websites, documents, bookings & enquiries are subject to our Privacy Policy (displayed on our websites) and our Terms & Conditions document

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