

The Booze Bus Pty Ltd

Po Box 326 Mooroolbark,
Victoria, 3138
Ph: - 1300 764 680 All Hours
www.theboozebus.com.au.com.au
A.B.N. 7447-850-2792
A.C.N. 081-076-584

BOOKING AGREEMENT

THIS AGREEMENT is made the _____ day of _____ 2009

BETWEEN:

THE BOOZE BUS PTY LTD (113 258 950) situate and known at 203 Colchester Road, Kilsyth in the State of Victoria the one part (hereinafter referred to as "the Tour Operator")

AND

The person(s) referred to in "Schedule A" as the Customer (hereinafter referred to as "the Customer")

WHEREAS The Customer wishes to book the provision of services involving the charter/hire of a vehicle/bus or passenger seats on a vehicle/bus provided by the Tour Operator ("the services") for the purpose of entertainment, sightseeing, touring and/or travelling ("the function")

AND WHEREAS the parties have agreed to record the terms and conditions of the services

AND WHEREAS IN CONSIDERATION OF THE TOUR OPERATOR AGREEING TO PROVIDE SERVICES SUBJECT TO THESE TERMS AND CONDITIONS IT IS AGREED:

1. The Customer certifies that the particulars on this agreement are true and correct in every particular to the best of his/her/its knowledge and belief;
2. The Customer acknowledges:-
 - (a) That upon signing of this Agreement or the booking of the services whichever is the earlier, the Customer will pay 25% of the price as a deposit;
 - (b) That the deposit is non-refundable and acts as a cancellation fee if for any reason whatsoever the

Customer does not proceed with the services and/or the function;

- (c) That the Customer will upon demand pay the Tour Operator for all damage and any loss arising from the acts or omissions of the Customer and/or the passenger(s). The Customer will also indemnify the Tour Operator against all claims and demands by third parties arising from the acts and omissions of the Customer and/or the passenger(s);

- (d) That the Customer will pay the price in cleared funds prior to the commencement of the function. The Tour Operator is not compelled to accept personal or business cheques at the time of pick-up for the function;

- (e) That the Tour Operator may at its sole discretion substitute an alternative vehicle/bus with different carrying capacities and that no rights to compensation will arise as a result of such substitution;

- (f) That the Tour Operator may in its sole discretion terminate the services and the function without any notice and no rights to compensation will arise as a result of such termination;

- (g) That the Tour Operator operates non-smoking vehicles/buses in accordance with the laws of the State of Victoria and no passenger is allowed to smoke on the vehicle/bus at any time. Any breach of this covenant by either the Customer and/or the passenger(s) may result in the termination of the function and the services by the Tour Operator without notice and no rights to compensation will arise as a result of such termination;

- (h) That the Customer and/or the passenger(s) are required to conform with reasonable standards of good behaviour and/or any rules that are imposed by the Tour Operator from time to time. Any breach of reasonable standards of good behaviour and/or breach of the rules of the Tour Operator may result in the termination of the function and the services by the Tour Operator without notice and no rights to compensation will arise as a result of such termination;

- (i) That in the event that the Customer and/or the passenger(s) does not comply with the provisions of the Road Safety Act 1987 and/or any rules or regulations made thereunder then the Tour Operator

may terminate the services and the function without notice and no rights to compensation will arise as a result of such termination;

- (ii) In the event that the customer cancels the function within 7 days of the said date the customer will then pay the Tour Operator the Full amount Due and no rights to compensation will arise as a result of the cancellation.

3. The Customer agrees to facilitate the execution of the attached Passenger Release & Indemnity ("Schedule C") by every passenger who wishes to engage in the function and services and deliver such list to the Tour Operator prior to commencement of the function and services. In the event of any breach of this clause then the Tour Operator may terminate the services and the functions without notice and no rights to compensation will arise as a result of such termination

- 4. The Customer warrants that the particulars in "Schedule B" are true and correct.

THE COMMON SEAL of)
THE BOOZE BUS PTY LTD)
(A.C.N. 113 258 950) was affixed in the)
presence of authorised persons:)

Staff Member: - Full Name

Usual Address: - 203 Colchester Road Kilsyth

SIGNED SEALED & DELIVERED)
by the Customer: -

in the presence of: -

)
)

“SCHEDULE A”

“The Customer”

Name: -

Address: -

Contact Number (Landline): -

Mobile Number: -

“SCHEDULE B”

Function Type: -

Function Date: -

Pick Up Time: -

Drop Off Time: -

Pick Up Address: -

Drop Off Address: -

Number of Guests: -

Price: \$

Deposit: \$

Balance: \$

Customer's Signature: -

"SCHEDULE C"

RELEASE

I/we being the passenger/s of The Booze Bus Pty Ltd ("the Tour Operator") wish to charter/hire a vehicle/bus for a passenger seat/s on a vehicle/bus provided by the Tour Operator ("the services") for the purpose of entertainment/sightseeing/touring/travelling ("the function").

2. I/we certify that the particulars on this form are true and correct in every particular to the best of my/our knowledge and belief.
3. I/we declare that I/we have read and understood the clauses that relate to exclusion of liability, release and assumption of risk contained within this document and agree to be bound by the provisions of this document.
4. In consideration of the services I/we agree:
 - (a) to release the Tour Operator; and

- (b) to release the Tour Operator, its servants, representatives, employees and agents (collectively referred to as “the associated entities”) from all liability for my/our death, personal injury, loss or damage including property damage (collectively referred to as “harm”) howsoever arising from the function to the extent permitted by law.
5. I/we agree and acknowledge that I/we will obey and comply with all rules and directions made or given by the Tour Operator in connection with the function. In particular I/we have been advised to wear any seat belt provided in the vehicle/bus at all times as required under the Road Safety Act 1987 and at all times to comply with all the requirements under the Road Safety Act 1987 during the activity. If I/we fail to comply with the rules and/or directions of the Tour Operator from time to time or with the provisions of the Road Safety Act 1987, then I/we may not be permitted to continue the function and I/we understand that no refund or compensation will be given.
6. I/we accept all the risks associated with the function, including the possibility of injury, death, loss or damage.
7. I/we agree to indemnify the Tour Operator against all claims made by any other person against the Tour Operator in respect of any injury, loss or damage arising out of or in connection with my/our failure to comply with the Tour Operator’s rules and/or directions.
8. I/we acknowledge:-
- (a) That the Tour Operator may at its sole discretion substitute an alternative vehicle/bus with different carrying capacities and that no rights to compensation will arise as a result of such substitution;
- (b) That the Tour Operator may in its sole discretion terminate the services and the function without any notice and no rights to compensation will arise as a result of such termination;
- (c) That the Tour Operator operates non-smoking vehicles/buses in accordance with the laws of the State of Victoria and no passenger is allowed to smoke on the vehicle/bus at any time. Any breach of this covenant by either the Customer and/or the passenger(s) may result in the termination of the function and the services by the Tour Operator without notice and no rights to compensation will arise as a result of such termination;
- (d) That the passenger is required to conform with reasonable standards of good behaviour and/or any rules that are imposed by the Tour Operator from time to time. Any breach of reasonable standards of good behaviour and/or breach of the rules of the Tour Operator may result in the termination of the function and the services by the Tour Operator without notice and no rights to compensation will arise as a result of such termination;
9. To the extent permitted by law, I/we acknowledge and agree that all warranties, covenants and stipulations are hereby excluded.

10. I/we agree to disclose any pre-existing medical or other condition that may affect the risk that either I/we or any other person will suffer injury, loss or damage.

11. If I/we suffer any injury or illness, then I/we agree that the Tour Operator may provide evacuation, first aid and medical treatment at my/our expense, and my/our acceptance of these terms and conditions constitute my/our consent to such evacuation, first aid and/or medical treatment.

I/WE THE UNDER SIGNED HAVE READ AND UNDERSTAND THIS AGREEMENT

Customer Name: -

Customer Signature: -

Date: - / /2009

IF UNDER **18 YEARS OF AGE** THEN A PARENT OR GUARDIAN IS TO SIGN AND SUPPLY THEIR FULL DETAILS

Parent / Guardian's Name:-

Address:-

Contact Number:-

Dated: -

Customer's Signature

ID Type: -

ID #: -