

Terms and Conditions of Trade

1. Passenger Rights and Expectations

What can a passenger expect?

Passengers can expect their driver to:

- Display an ID card with their photo inside the Small Passenger Service Vehicle in a place where it is clearly visible. If the photo doesn't match the driver or cannot be easily seen, the passenger is entitled to choose another vehicle.
- Act in an orderly, clean and civil manner.
- Provide fare information when asked.
- Give a receipt for the payment of the fare if asked. The receipt must contain the driver's unique identification details and the vehicle's registration number.
- Carry reasonable quantities of luggage and that it be carried with appropriate care. Check the vehicle for left property immediately after each hire and report it to their office or the Police.

Passengers confined to a wheelchair can ask for a Small Passenger Service Vehicle equipped with a wheelchair hoist.

- If the passenger is travelling in a Small Passenger Service Vehicle, they can also expect the driver to:
 - Take them to their destination using the shortest or most convenient route to the passenger.
 - Not allow people, other than the hirer, to ride in the Small Passenger Service Vehicle without the original hirer's permission.
 - Inform them of any change in tariff when other hirers participate in a multiple hire.
 - Use the fare meter correctly without any intent to deceive, or tamper with it in any way.

2. Driver Expectations

When can a driver refuse to carry a passenger?

- Small Passenger Service drivers can refuse passengers if, on reasonable grounds, they consider:
- The intending passenger does not have enough money to meet the cost of the journey (the driver has the right to ask for payment in advance).
- Their personal safety would be threatened or endangered.
- The intending passenger is under the influence of drink or drugs.
- The intending passenger is in a filthy condition.
- The intending passenger is consuming food or drink.
- The intending passenger is noisy, violent or is disturbing the public peace.
- The intending passenger is accompanied by an animal, unless that person's sight is impaired and the animal is a guide dog.
- The intending passenger owes the driver for a previous fare and refuses to pay what is owed.
- The number of passengers wishing to travel exceeds the number stated on the vehicle's loading certificate.
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3. Responsibility and Liability

- It is the express responsibility of the passenger to ensure they book their pickup time allowing more than enough time for a vehicle to arrive, collect and deliver the passenger to their destination.
- Taxis Gold & Black Ltd, or any of its legal representatives, are not responsible for any missed bookings, appointments, or connections.
- Taxis Gold & Black Ltd, or any of its legal representatives, are not responsible for any variation of destination or route taken by any driver for any purpose or at the request of the passenger. Any variation may result in additional costs to the passenger.



4. Complaint Procedure

What if I have a complaint?

A procedure is in place for people who wish to make a complaint about a Small Passenger Service and have it investigated by the appropriate transport authorities. If the matter is serious, or concerns criminal activity, you should contact the New Zealand Police.

Otherwise, it is recommended that you first make your complaint directly to the Small Passenger Service company. Small Passenger Service companies are required by law to keep a Complaints Register which is available for inspection by the 'New Zealand Transport Agency' (NZTA).

If you are not satisfied with the result of the company's internal investigation, you may make your complaint to the Compliance Section of the NZTA in your region.

To do this, call the NZTA Helpdesk on 0800 699 000, and you will be given contact details for a Compliance Officer in your area. Although complaints are usually made to the Compliance Section, other agencies like the New Zealand Police or the Ministry of Consumer Affairs are able to record complaints and pass them on to Compliance staff of the NZTA.

Note: Complaints that involve the scheduling of a public transport service should be directed to the Regional Council or District Council in your area.

Please address all complaints to taxis@taxis.net.nz or phone (06) 355 5108.

5. Investigating the complaint

If you make your complaint to a Compliance Officer, or once notification is received by us from another agency such as the Police, a Compliance Officer will be assigned to your case and may interview you and other parties involved.

Where possible your complaint should be in writing. If this isn't possible, (for example if you have a writing disability or you can only make contact by phone) a Compliance Officer will still be able to record your complaint.

A complaint carries more weight if signed, although your complaint will not be ignored if you do not sign it. If you do not wish to sign any complaint written for you, or you do not wish to become involved as a witness in any prosecution action that may ensue, your complaint will be referred to a Regional Compliance Officer who will decide what further action should be taken.

Once your complaint has been investigated, it will be referred to the Regional Compliance Officer in your region, who will ensure that you are informed of the outcome. There are avenues through which you may review the outcome if you are unhappy with the result.

If you are not satisfied with the outcome, you should notify the Regional Compliance Officer of your local NZTA office directly, as soon as possible after receiving the result of your complaint. If you are still dissatisfied with the findings of the Regional Compliance Officer you should then write to the Land Transport New Zealand Regional Manager, for your area.

6. Acceptance

If any instruction is received by Taxis Gold & Black (PN) Ltd (TGB) from the client for the supply of services, it shall constitute acceptance of these Terms and Conditions of Trade by the Client. Upon acceptance, these Terms and Conditions of Trade are definitive and binding.

7. Variation

TGB shall be entitled at any time to vary any provision of these Terms and Conditions of Trade and the Client shall be bound by such variation.



8. Estimates

The Client may request an estimate from TGB of the anticipated price of services. The estimate will not bind TGB.

9. Price

TGB agrees to sell and the Client agrees to purchase the service for the Price. Any additional charges pertaining to the delivery of the Service will be included in the Price. Any other charges relating to additional services requested by the Client and provided by TGB at the time of the Service delivery will be added to the Price and deemed to be approved by the Client unless specifically excluded within the instructions of the accepted Quotation.

All Fare, Fees and additional charges are due prior to the journey beginning unless an arrangement has been made directly with TGB management. Refer to the following email address for access to make any other financial arrangements - taxis@taxis.net.nz.

10. Quotes

1. Quotes must be provided upon the approved form, completed by the company in full and Must Not be actioned until they have been approved and signed by the Client.
2. Where the Client requests an account application this forms a vital addition to the quote in so much as the quote again cannot be actioned until the credit application has been approved.
3. Upon receipt of a signed acceptance of the quote the request can be actioned and all monies due are payable in accordance with the conditions of the quote and/or credit application.

11. Time and Method of Payment

(Strike out those that Do Not apply)

Payment must be made daily, weekly, monthly.

Credit account application attached. (No order can be processed until the credit application has been checked, accepted and signed)

Credit Limit applied to this contract, as per Credit Application. \$ _____

Payment in Cash, EFT-POS or Credit Card at completion of the Service to the driver.

12. Interest and costs on overdue accounts

If the Client fails to pay monies by the due date, the client will be in default and TGB may (at TGB's sole discretion):

1. Charge interest on all overdue accounts at the rate of 2% per month calculated on a daily basis until payment is received in full by TGB but without prejudice to all or any of TGB's rights and remedies under the Agreement. Any payments received by TGB will be applied firstly against such interest.
2. Obtain reimbursement for any legal costs (including all costs between solicitor and client), and debt collection fees and any other costs incurred in the recovery of an overdue debt.
3. Revoke, without notice, any previously agreed entitlement to any discount for Services already supplied.
4. Refuse to supply any further services to the Client.

13. Repeat of Service

In the event of unsatisfactory Service TGB may (in its sole discretion):

1. Repeat the provision of Service at a discounted price agreed with the client.
2. Provide a refund to the Client.
3. Followed the Expectations of both Passengers and Drivers as set out in Items 1 through 4 of these Terms and Conditions of Trade.
4. The Client has complied with the provision of these Terms and Conditions of Trade.

14. Limitation of Liability

TGB shall be under no liability whatsoever to the Client or to any other person for any loss or damage of any kind arising directly or indirectly from the Services or the Agreement including any loss of profit or business, or consequential loss and whether suffered or incurred by the Client or another person and whether actionable in contract, tort (including negligence), equity or otherwise. Notwithstanding this clause, in the event that TGB is found liable, TGB's liability shall not exceed the value of the relevant Service provided by TGB to the Client as reflected in the Price.

15. Indemnity

The Client shall indemnify TGB against all liabilities, costs (including full costs between solicitor and client), losses, claims or demands incurred by TGB arising out of or incidental to any of the Services and/or this Agreement.

16. Termination

If the Client fails to pay monies, commits any act of bankruptcy, has a receiver appointed over its property or being a company does any act, which would render it liable to be wound up, TGB may (without prejudice to any other remedies available to it) suspend or terminate the Agreement and the proportion of the Price, calculated according to the Services supplied to date, shall immediately become due and payable by the Client.

17. Use of information

The Client agrees that TGB may obtain information about the Client from the Client or any other person in the course of TGB's business, including for the purpose of credit assessment, debt collection and direct marketing activities, and the Client consents to any person providing TGB with such information.

The Client agrees that TGB may use the information it has about the Client relating to the Client's creditworthiness for its own reference purposes.

The Client must notify TGB of any changes in circumstances that may alter the information provided by the Client to TGB.

If the Client is an individual, the Client has rights under the Privacy Act 1993 to access information held by TGB on the individual and request the correction of such personal information.

The Client agrees and acknowledges that TGB will be entitled to use any information or results obtained from the provisions of the Products, and/or Services by TGB for its own records and for statistical and marketing purposes provided TGB ensures that confidentiality is maintained in respect of all personal information relating to the Client.

TGB may disclose information about the Client to any person who guarantees or provides credit support in relation to the Client's obligations to TGB and to such persons as may be necessary or desirable to enable TGB to exercise any power or enforce any rights, remedies and powers under these Terms of Trade.

18. Assignment

The Client must not subcontract or assign any rights, powers or obligations under these Terms of Trade.

19. Costs

The Client must pay costs (including legal costs, as between solicitor and client) of and incidental to the enforcement or attempted enforcement of TGB's rights, remedies and powers under these Terms of Trade.

20. Governing Law

The Agreement and these Terms of Trade will be deemed to be made in New Zealand and will be construed and governed by the laws of New Zealand.

In all cases Taxis Gold & Black (PN) Ltd reserve the right to discontinue trading with the customer for any breach of the conditions of this document. Any amounts in dispute will be settled to the benefit of Taxis Gold & Black (PN) Ltd in full by close of business three days after cessation of trading.