

# TERMS AND CONDITIONS OF HIRE

---

## 1) Applications

These conditions apply whether a contract has been made verbally or in writing. The hirer acts on behalf of all the passengers travelling. If the hirer is a company, group etc and individual must be named as a responsible person. The hirer is responsible for all actions and decisions of passengers on board including any additional costs incurred, whether they travel with the party or not. The company can only accept instructions from the hirer. If the hirer is not travelling a representative must be chosen and the company informed prior to hire.

## 2) Quotations

Quotations are given on the basis of information provided by the hirer. The route used is at the discretion of the company, unless particularly specified by the hirer, in which case it will be clearly shown on the confirmation.

## 3) Use of Vehicle

The hirer cannot assume use of the vehicle between outward and return journey, nor to remain at destination for hirers use unless previously agreed with the company.

## 4) Route and Time Variation

The company reserves the right to levy additional charges for additional mileage or time than that agreed. The vehicle will depart at times agreed by the hirer, it is the responsibility of the hirer to account for all passengers at those times. The company will not accept liability for losses incurred by passengers who fail to follow hirer's instructions.

## 5) Drivers Hours

The hours of operations for the driver are regulated by law. Neither the hirer nor passenger shall delay or interrupt the journey in such a way that the driver is breaching regulations. If a breach occurs the hirer is responsible for additional costs incurred.

## 6) Seating Capacity

At the time of booking the legal seating capacity will be specified. The hirer must not load the vehicle beyond capacity.

## 7) Conveyance of Animals

No animals (other than guide dogs notified to the company in advance) may be carried on a vehicle without prior written agreement from the company.

## 8) Confirmation

Normally, written confirmation by the company is the only basis of acceptance of a hiring or subsequent alterations.

## 9) Payment

Payment must be paid in full 7 days before the start of the hire unless otherwise agreed by the company or a credit facility already exists.

## 10) Cancellation by Hirer

If the hirer cancels, the following scale of charges will usually apply:

- Cancellations more than 7 days before the hire date – the initial £50 deposit to secure the booking.
- Cancellation between 7 days and 48 hours before the hire date - 50% of the hire charge
- Cancellation within 48 hours before the hire date - full charge, no refund will be given

## 11) Cancellation by the Company

In the event of circumstances beyond the company's control e.g. civil unrest, strikes, police road closures, terrorist attacks etc (including adverse weather and road conditions) or in the event of the hirer taking any action varying agreed conditions unilaterally the company may, by returning all money paid and without further liability cancel the contract.

## 12) Vehicle to be Provided

The company reserves the right to provide a larger vehicle than that specified unless specifically instructed not to do so. In such circumstances, no additional charges will be levied. The company reserves the right to substitute another

vehicle (including those of other operators) or ancillary facilities for all or part of hiring subject to substitutes being of equivalent value.

### **13) Vehicle Facilities**

The company will, at the time of booking, agree and specify the facilities on board the vehicle that you are hiring. Whilst the company will endeavour to ensure that all facilities are in working order on every vehicle, if a breakdown should occur with any of the facilities, i.e. fridge, DVD, PA system, toilet and coffee making facilities, the company's liability is limited to £20 per facility.

### **14) Breakdowns and Delays**

The company gives its advice on journey time in good faith. However, because of breakdown, traffic congestion or other events beyond the reasonable control of the company, journeys may take longer than expected and in those circumstances the company will not be liable for loss or inconvenience caused to the hirer. In the event of a breakdown the company will ensure to provide an alternative vehicle within a reasonable amount of time which will be determined by the distance from the company's base, hirers and passengers should not make their own alternative arrangements without the agreement of the company as any costs incurred without will not be reimbursed.

### **15) Package Travel Regulations**

If the hirer organises other elements of a package in addition to the provision of transport, the hirer may be defined as an organiser or retailer under the Package Tour Regulations and may be required to comply with the provisions of the regulations.

### **16) Passengers Property and Clothing**

Vehicles are subject to restrictions on carrying luggage for safety reasons. The hirer accepts that the driver shall be the sole judge as to whether or what extent passenger's property is carried. Large items may not be able to be carried and the hirer should notify the company in advance of any special requirements. The company accepts personal property of the hirer and their passengers on the understanding that it will take all responsible steps to avoid loss or damage. However, if the passenger has not exercised all due care and attention resulting in damage or loss to their property then the company cannot be held responsible for negligence. It is the hirer's responsibility to minimise risk of loss when property is left unattended.

### **17) Conduct of Passengers**

The driver is responsible for the safety of the vehicle at all times, and as such may remove any passenger from the vehicle whose behaviour prejudices safety. The hirer is responsible for any damage caused to the vehicle by any passenger for the duration of the hire. Where the hire is to a sporting event, the hirer should be aware of legal requirements relating to the alcohol and the conditions of entry to race courses etc. The company can provide details of restrictions upon request.

### **18) Complaints**

In the event of a complaint the hirer should seek a solution at the time from the driver or company. If a remedy has not been provided, complaints should be submitted in writing to the General Manager within 14 days of termination time of hire.

### **19) Notices**

No bill, poster or notice is to be displayed on any vehicle without the written consent of the company.

### **20) Refreshments & Alcoholic drinks**

Other than on a vehicle fitted expressly for that purpose food (except confectionery) and drink (including alcoholic beverages) may not be consumed on the vehicle without prior written consent.

### **21) Refunds**

In the event of the failure of the company to provide the booked service any refund will be limited to the amount paid for the hire.