

## Terms and Conditions

These conditions do not apply to transport provided as part of a package (as defined by The Package Travel, Package Holidays and Package Tour Regulations 1992) organised by the operator.

### **1. Application**

These conditions apply whether a contract has been made verbally or in writing.

The hirer acts on behalf of all the passengers travelling on the vehicles. If the hirer is a company, group, or partnership, an individual must be named as a responsible person. The hirer is responsible for the actions and decisions of all the Passengers on board including any additional costs incurred in performing the contract, whether or not they actually travel with the party.

Where a copy of these conditions has been given to the hirer at any time, or the hirer has been advised verbally of all significant terms, making a booking will be deemed to signify acceptance of them.

Where a hirer makes a booking before receiving these conditions and without being advised verbally of all significant terms, the hirer may cancel the contract without liability to the operator within 48 hours of receiving these conditions. Otherwise the hirer will be deemed to accept these conditions.

We reserve the right to change or amend these terms and conditions without prior notification and you should check whether they are up to date. The company reserves the right to cancel any booking on refund of any payment made.

### **2. Quotations**

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

All quotations are given subject to the company having available a suitable vehicle at the time the hirer accepts the quotation. Quotations are valid for 28 days unless otherwise notified.

### **3. Use of the Vehicle**

#### **a. Vehicle remaining with passengers**

The hirer cannot assume the use of the vehicle between outward and return journeys, nor that it will remain at the destination for the hirer's use unless this has been agreed with the company in advance.

#### **b. Damage or Cleaning of vehicle**

In the event of a customer illness, or gross untidiness, which necessitates valeting of a vehicle a minimum £65.00 fee is applicable (this is not a maximum), damage to any company property will be charged at the rate of repair on that particular item plus any loss of earnings as a result of that damage or illness.

#### **c. Personal Property**

It is the customer's responsibility to ensure that when they leave the vehicle they take with them any personal property, the company or employees will not accept liability for any item lost howsoever caused.

#### **d. Health and Safety**

The health, safety and comfort of our passengers are of paramount importance and therefore you must abide by the law and use the seatbelts provided. You should follow directions and requests from the driver or other employee of the company in relation to passenger safety. You should use the emergency exits or equipment provided in the event of an emergency. You must not leave your seat nor distract the driver whilst the vehicle is in motion.

#### **e. Alcohol and Food**

Various laws are in force which prohibits the carriage and use of alcohol on public service vehicles. It is company policy that no alcohol, for consumption on the vehicle, is permitted onto the vehicle.

It is also company policy that no food, for consumption on the vehicle, is permitted onto the vehicle.

#### **f. Smoking**

The company has a strict NO SMOKING policy on all of our vehicles.

### **4. Route and Time Variation**

#### **a. Parking Charges**

All parking fees incurred at each stop or venue, are to be paid by the customer at the time of charge.

#### **b. General Charges**

The company reserves the right to levy additional charges for additional mileage or time to that agreed. Waiting time is billed at: first 15 minutes free thereafter £35 per hour or part thereof.

The vehicle will depart at times agreed by the hirer, and it is the responsibility of the hirer to account for all passengers at those times. The company will not accept liability for any losses incurred by passengers who fail to follow instructions given by the hirer.

Unless the vehicle is staying with the passengers, the driver will return at the pre-scheduled time and place and wait for up to 45 minutes. After that time, if no communication has been received from the hirer, the driver will assume the return trip has been cancelled and return to base. No refunds will be given in the event that you fail to board the vehicle at the pre-scheduled time on either outbound or inbound journeys.

### **5. Drivers' Hours**

The hours of operation for the driver are regulated by law, and the hirer accepts the responsibility of ensuring the hire keeps to the hours and times agreed by the Company. Neither the hirer nor any passenger shall delay or otherwise interrupt the journey in such a way that the driver is at risk of breaching regulations relating to driving hours and duty time. If any breach is likely to occur, the hirer will be responsible for any additional costs incurred unless it is outside the control of the hirer. The calculation or any additional costs will be as condition 4.

If the hirer is not going to travel with the party, a representative must be chosen, and the company informed prior to the hire taking place. The company will only accept instructions from the hirer or their nominated representative.

### **6. Seating Capacity**

The company will, at the time of booking, agree and specify the legal seating capacity of the vehicle to be supplied. The hirer must not load the vehicle beyond this capacity.

### **7. Conveyance of Animals**

On a private hire, no animals (other than guide dogs and hearing dogs notified to the company in advance) may be carried on any vehicle without prior written agreement from the company.

### **8. Confirmation**

Normally, written confirmation by the company is the only basis for the acceptance of a hiring or for a subsequent alteration to its terms.

Quotations are given for coach and driver only. Any additional charges will be separately identified and will be the hirer's responsibility unless otherwise specified.

### **9. Payment**

#### **a. Prepayment**

Any deposit requested must be paid by the date stated, and payment in full must be made before the start of the hire unless otherwise agreed by the company. The company reserves the right to add interest at the rate of 2% per annum above the base rate of a bank, calculated on a daily basis, from the date by which payment should have been made.

#### **b. Credit Card Payments**

Credit card payments will incur an administration fee of £3.50 for each and every transaction. There will be no fee for debit cards.

### **10. Cancellation**

#### **a. By Hirer**

##### **1. Cancellation Charges**

If the hirer wishes to cancel any agreement, the following scale of charges will apply in relation to the total hire charge.

NOTICE GIVEN

10 days or more	None
4 - 9 days	25% of hire
1 - 3 days	100% of hire

##### **2) Costs incurred**

The cost of accommodation, meals and theatre tickets which have already been purchased by the company at the request of the hirer, will be charged to the hirer, plus any administration charges incurred by the company.

#### **b. By Company**

In the event of unforeseen events the company reserves the right to cancel any booking on refund of any payment made.

### **Disclaimer**

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