

TERMS & CONDITIONS OF HIRE

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. 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.

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. 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.

3. Use of the Vehicle

- A)** 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 that has been agreed with the company in advance.
- B)** The vehicle or vehicles are supplied for the purpose of the carriage of private parties. The hirer must comply with the requirements of the 'Road Traffic Act' relating to contract carriage, details of which are available on request.
- C)** A provision for the normal cleaning of vehicles on their return is included in the hire charge. The company reserves the right to impose additional charges in respect of excessive soiling and in the case of travel sickness the hirer will be charged a fee of £100 for the shampooing and disinfecting of the affected area.

4. Route and Time Variation

The company reserves the right to levy additional charges for additional mileage or time to that agreed. The charges will be pro rata and in accordance with the formula advised on the booking confirmation. 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.

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 in 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 of any additional costs will be as condition 4.

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 or e mail confirmation by the company is the only basis for the acceptance of a hiring or for a subsequent alteration to its terms. Subsequent to the issue of a confirmation the company reserves the right to levy an administration charge of 10% in addition to any variation charges which result from a change in requirements (see clause 4.).

9. Payment

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 National Westminster Bank, calculated on a daily basis, from the date by which payment should have been made.

10. Cancellation by Hirer

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

NOTICE GIVEN

Prior to 30 days – Loss of Deposit

30-15 days – 45% of Total Hire Charge

15-7 days – 60% of Total Hire Charge

Within 7 days of departure – 100% of Hire charge