



## **TERMS & CONDITIONS**

### **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 on the vehicle. 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 they actually travel with the party.

### **2. Quotations**

2.1. Quotations are given based on the most direct route and on information given by the hirer. The route used will be at the discretion of the Company unless the Hirer has requested a particular route, which will be specified on the confirmation of booking.

2.2. The company requires sufficient information to be able to know if the hire will enter any LEZ to assess compliancy and cost implications.

2.3. The giving of a quotation does not guarantee the availability of vehicles or drivers.

2.4. Quotations are valid for One month from the date of enquiry.

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

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

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

4.1. Should the vehicle be detained by the Hirer, or taken on a longer journey than contracted for, the Company reserves the right to make an additional charge.

4.2. The vehicle will depart at the times agreed with the Hirer and the Company shall not be liable for any loss or injury sustained by any passengers who fail to join the vehicle at the appointed time.

4.3. LEZ. Non-compliant vehicle taken into the LEZ will incur a charge as detailed in Tariff of Additional Costs.

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

The hours agreed with the Company must be strictly observed (other than in the case of serious emergency or diversion) so that regulations governing drivers' hours and rest periods can be complied with. The Company reserves the right to curtail or otherwise alter any Hire that does not comply with the relevant regulations. Neither the Hirer nor any passengers shall delay the departure of a vehicle or otherwise interrupt the journey so putting the driver at risk of breaching the regulations relating to drivers' hours of work and duty. The Hirer will indemnify the Company against any extra expenses which the Company may incur including, but not limited to, the cost of providing a replacement driver.

## 6. Seating Capacity

The Hirer shall not load any vehicle beyond the number of passengers for which it is legally able to carry. The Hirer shall follow any government guidelines on passenger capacity at the time of travel. i.e. should the booking not be carrying a bubble of passengers that has been formed within an organization, there may be restrictions in place to accommodate social distancing on the vehicle.

## 7. Conveyance of Animals

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

## 8. Confirmation

Written confirmation by the Company is normally the only basis for the acceptance of a booking.

## 9. Payment

Any deposit requested must be paid in order to secure the booking. The outstanding balance must be made on or before the day of travel unless the Company agrees terms of credit. Customers will be charged a minimum 10% administration fee if the outstanding balance is not paid to terms.

Late credit account payments are charged as follows: 1st reminder letter – no charge; 2nd reminder letter - £15.00; 3rd reminder letter - £15.00; final reminder letter - £30.00.

## 10. Cancellation by Hirer

If the Hirer wishes to cancel a booking, the following charges will apply per vehicle. These charges will also apply if cancellation is due to inclement weather conditions, or cancellation due to any other factor outside of the control of the Company:

Days prior to	Hire Charge
21 days+	No Charge
15 – 21	25% of Hire
7 – 14 Days	35% of Hire
2 – 6 Days	50% of Hire
1 Day	75% of Hire
Day of Hire	75% of Hire
Arrival of coach at Departure point	100% of Hire
In the event of a pandemic forcing cancellation by the venue, school closure, outbreak or government enforced restrictions.	No Charge (If the vehicle has already been dispatched on the day to your location, we may charge for driver time and fuel)

## 11. Cancellation by the Company

In the event of any emergency, riot, fire, civil commotion, strike, lock out, stoppage or restraint of labour, or on the happening of an event over which the Company has no control (including adverse weather and road conditions, pandemics), or in the event of the Hirer taking any action to vary agreed conditions unilaterally, the Company may, by returning all money paid and without further or other liability, cancel the contract. The Company reserves the right to cancel any booking giving 7 days notice.

### 11.1 Coronavirus

Should any passengers feel unwell or display Covid symptoms, before, during or after the booking, they should inform our office immediately. A decision will be made by the Directors along with the group organizer on how best to deal with the situation. The director's decision is final.

## 12. Vehicle to be provided

12.1. The Company reserves the right to provide a larger vehicle than that specified, at no additional charge, unless any extra seats are used.

12.2. The Company reserves the right to substitute other vehicles (including those of other operators) or ancillary facilities for all or part of the hire subject to such substitutes being of at least equivalent quality.

12.3. Equipment in coaches (including air conditioning, audio, visual & public address systems) is provided at the discretion of the Company unless the quotation and hire specifies that any such facilities will be available. Whilst every endeavour will be made to comply with the Hirer's subsequent requests, the Company cannot guarantee to meet any such requests.

### **13. Breakdowns and Delays**

The Company gives its advice on journey times in good faith, however, in the event of a breakdown or traffic congestion, beyond the reasonable control of the Company, journeys may take longer than predicted, and in those circumstances the Company will not be liable for any loss or inconvenience suffered by the Hirer as a result.

### **14. Passengers' Property**

14.1. All vehicles hired by the Company are subject to restrictions on carrying luggage for statutory safety reasons. The Hirer accepts that the driver shall be the sole judge as to whether and to what extent passengers' property is carried. Large bulky items may not be able to be carried, and the Hirer should take all steps to notify the Company in advance of any such requirements.

14.2. The Company accepts carriage of any personal property of the Hirer and their passengers, without liability, on the understanding that it will take all reasonable steps to avoid loss or damage. The Hirer should notify the Company if items of exceptional value are to be carried on the vehicle. It is the Hirer's responsibility to minimise the risk to any property left unattended.

14.3. All articles of lost property will be held at the Company's premises and will be subject to the current Public Service Vehicle (Lost Property) regulations.

### **15. Conduct of Passengers**

The Driver is responsible for the safety of the vehicle. Any passenger whose conduct is in breach of statutory regulations may be removed from the vehicle, or prevented from boarding, on the Driver's authority. The Hirer will be responsible for the conduct of passengers and for any damage or theft relating to the vehicle during the Hire. The current Public Service Vehicle (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations apply at all time.

15.1. Unless a vehicle is licensed for standees, the Company does not accept any liability for passengers walking or standing whilst the vehicle is in motion.

15.2. Where appropriate, Hirers should acquaint themselves with the current Sporting Events (Control of Alcohol) Act 1995 and the condition of entry to racecourses as laid down by the Race Course Association Ltd.

### **16. Complaints**

In the event of a complaint about the Company's services, the Hirer should endeavour to seek a solution at the time by seeking assistance from the driver or the Company. If this does not resolve any matter, complaints should then be submitted in writing and within 14 days of the date of the Hire. Complaints will be acknowledged within 14 working days and the Company will aim to resolve any complaint within 28 days of it being made.

## **17. Notices**

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

## **18. Refreshments, Alcoholic Drinks & Smoking**

Other than on a vehicle fitted expressly for that purpose, food and drink (excluding still water, but including alcoholic beverages) may not be consumed on the vehicle. No smoking is permitted on our vehicles.

## **19. Surcharges**

Once a confirmation has been issued to the Hirer, providing there are at least 30 days to the date of Hire, the Company reserves the right to pass on to the Hirer increases in the cost of fuel or other increased costs resulting from Government action or other factors beyond the Company's control. No surcharges will be levied within 30 days of departure. On notification of any such surcharges, the Hirer may cancel the booking subject to the scale of cancellation charges as set out in paragraph 10.

## **20. Airport Arrangements**

20.1. The Company will make efforts to ensure that any flights they are meeting at airports are on time before setting off. However, if flights are delayed the Company may levy charges for waiting time and or (when delays are exceptional) additional journeys. All charges will be at current rates. Customers should not assume that the Company is getting accurate information in the event of any delays. It should not be assumed that the Company is able to meet any new arrival time. The Company will endeavour to meet any altered arrival times at the first available opportunity after the flight has landed. Customers may need to contact the Company in such circumstances.

20.2. For security reasons certain procedures must be followed when picking up at major airports. Drivers are unable to leave their vehicles to look for passengers at the arrivals terminal. Also, coaches may still be held in the coach park area when passengers come out of arrivals. If this is the case most airports have either information points and/or marshals to co-ordinate coaches and passengers.

## **TARIFF OF ADDITIONAL COSTS**

These additional costs may be incurred on Private Hires

### **WAITING TIME**

Basic rate of £45.00 per hour or part thereof. (Chargeable after the first 30 minutes from the booked departure time).

### **ADDITIONAL MILEAGE**

£3.00 per added mile.

### **ADDITIONAL DROPS**

£5.00 per stop.

### **PARKING & TOLLS**

At cost.

### **INCURRING LEZ (Low Emission Zone) FEES**

Cost plus 10%.

### **SOILING CHARGES**

Minimum of £40.00. \*

### **DAMAGES**

At cost of repair/replacement. \*

### **\* LOSS OF USE OF VEHICLE DUE TO SOILING/DAMAGES.**

If a vehicle can no longer operate due to soiling and/or damages, then further charges may be levied for loss of the vehicle and/or a replacement vehicle. These charges will be based on cost.

## **NON-PAYMENT**

Payment to be made by the day of travel or at departure unless by prior agreement.

Failure to pay by agreed terms will result in a minimum charge of 10% of the total cost of the hire to cover administration costs.