

### Application

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

### Quotation

2. Quotations are made subject to a vehicle suiting the Hirer's requirements being available at the time of acceptance. Quotations are based on costs prevailing at the time and in accordance with details supplied by the hirer. Quotations are valid for 14 days from issue or for any period specified. Unless otherwise stated, admission charges and parking charges are not included and are payable by 14 days by the Hirer.

### Use of Vehicle

3. Unless previously agreed by the Company in writing, the vehicle is not available for use of the Hirer other than for the journey's and times stated.

### Drivers' Hours and Rest Periods

4. The hours agreed with the Company for the operation of any hire(s) must be observed (other than in case of serious emergency or diversion) so that the current regulations governing drivers' hours and rest periods may be complied with. The Company reserves the right to curtail or otherwise alter any hire which does not comply with the relevant regulations.

### Seating Capacity

5. Not more than the maximum of passengers indicated may be carried on each vehicle. Children must use the seatbelts provided.
  - a. Any extra seats used will be chargeable

### Conveyance of Animals

6. On a private hire, no animals may be carried on any vehicle without prior agreement of the company, with the exception of some dogs such as Guide Dogs – please advise at the time if booking.

### Confirmation

7. Written confirmation by the Company is the only basis of acceptance for a hiring or for a subsequent alteration in its terms. This can be via email.

- 7.1 Customers should be aware that confirmation details sent from our systems, are the same details that are shared with the Driver. If there are any errors on the Confirmation, you should report this immediately. We will not be held responsible for following inaccurate instructions.

### Payment

8. Any requested deposit must be paid at the time stated; any payment in full must be paid before the start of the hire unless the Company has agreed in writing to a variation in this condition. Failure to do so will result in the Company cancelling the hire. The Company reserves the right to add interest at the rate of 7.5% compound interest per calendar months, after the date by which payment should have been made.

- 8.1 At peak times determined by the Company, deposits may be requested to reserve a vehicle.

- 8.2 All customers must ensure that all balances are paid in full ten days prior to the date of hire, 10 days post hire or 30 days post hire, dependant on your agreement with the Company.

- 8.3 For Credit Account Customers all balances must be paid in full by the end of the agreed day after the date of hire, unless you have a written agreement with the Company. The schedule of when payment is due is as follows:

Pre-Payment Account: 10 days prior to Hire

7 Day Account: End of 7<sup>th</sup> Day after Hire

30 Day Account: End of 30<sup>th</sup> Day after Hire

- 8.4 Our accepted methods of payment are Credit Card, Debit Card, Direct Debit Mandate and BACS. **Please note, we do not accept Cheques.** All payments should be accompanied by your Customer Reference Number and Movement Number.

### Credit Accounts

9. All Credit Accounts must be applied for and agreed upon by the Company. The Company reserve the right to add the following charges to Credit Accounts:

£25 Late Payment Fee

£10 Late Payment Call

### Cancellation By Hirer

10. In the event of a cancellation by the Hirer, the Company reserves the right to retain any

deposit. The Hirer shall be liable to the Company for any losses incurred by the Company as a result of cancellation or part cancellation but not exceeding the full cost of the hiring. This may include parking expenses which may have been charged in advance. Cancellation charges apply and are detailed below:

**Days prior to date of travel cancellation charge:**

- 14 days or more: 20% of hire
- 6-9 days: 50% of hire
- 3-5 days: 70% of hire
- 1-2 days: 100% of hire
- Day of hire/arrival of coach/after departure: 100% of hire

**Cancellation by the Company**

- 11. In the event of an emergency or force majeure or the Hirer to varies the agreed conditions unilaterally, the Company may, by returning monies paid and without further or other liability, cancel the contract.

**Route and Variation**

- 12. Should a vehicle be detained by the Hirer for more than fifteen minutes or taken on a longer journey than that contracted for, the Company reserves the right to make an additional charge commensurate with the costs incurred. During the hiring, the driver must be the judge of reasonableness of any request for a change of route or time. In any event, the vehicle(s) must depart at the agreed time (as stated on your booking form as 'Leave Date & Time') and the Company will not be liable for any loss or injury sustained by a passenger failing to join the vehicle at the appointed time.
  - a. For the avoidance of doubt, a late departure from the destination is chargeable.
  - b. For the avoidance of doubt, your 'Leave Time' is the time you should be leaving your destination, and not the time you will board the vehicle.

**Change of Vehicle**

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

The Company reserves the right to substitute other vehicles of similar quality, including those of other operators, for all or part of hiring.

In the event of a mechanical breakdown of the vehicle, the Company may substitute the vehicle for a lesser specification.

**Breakdowns and Delays**

- 14. The Company gives its advice on journey times in good faith but does not guarantee the completion of a journey at a specified time and will not be liable for loss or inconvenience caused by breakdown or other delay.

**Agency Arrangements**

- 15. Where the Company hires in vehicles from other operators at the request of the Hirer and where the Company arranges ancillary facilities, such as meals, accommodations, ferries, admission tickets or any other services provided by another contractor; it does so as an Agent for and on behalf of the Hirer. Any Terms and Conditions imposed by such other contractors through the Company shall be binding on the Hirer as if he/she had directly contracted such services.

**Passengers' Property**

- 16. Unless previously agreed with the Company, the driver has discretion as to the carriage of passengers' luggage and storage. The Company will not accept liability for any damage to or loss of any property which belongs to any passenger and is left in the vehicle. All articles of lost property recovered from a vehicle will be held at the depot at which it is based for a period of six weeks. If any lost items are not recovered after this period, the lost property will be destroyed.

Lost property should be collected from the depot at the earliest convenience or within 6 weeks. If the owner of the lost property is not able to collect the item(s) in person, the owner can organise for a Courier to collect the items at their own expense. Regrettably, the Company will not send lost property back to its owner by Courier or any other means of transportation. Any lost property not collected within 6 weeks of the date of Hire will be disposed of.

**Conduct of Passengers**

- 17. The driver is responsible for the safety of the vehicle. Any passenger whose conduct is in breach of statutory regulations may be removed on the drivers' authority. The Hirer will be held responsible for the conduct of passengers and for the damage caused to the vehicle by passengers during the hiring.

Smoking and/or Vaping is strictly prohibited on all vehicles. The consumption of alcohol, drugs or other illegal substances is also strictly prohibited on all vehicles. The Driver and Company reserve the right to terminate the hire of the vehicle(s) with immediate effect should any passengers contravene the terms and conditions of hire.

17.1 Bonds may be charged in certain circumstances. Bonds will be returned if the vehicle(s) is returned as it was found. Bonds will be returned within 28 days after the date of hire.

23. All Hirers and individual passengers are recommended to obtain insurance for those items where, save for negligence, the Company's liability does not extend.
- a. Portable steps cannot be used to aid boarding/alighting the vehicles
  - b. Certain items cannot be carried or claimed against including but not limited to: flammable objects and cannisters, gas cannisters etc

### **Complaints**

18. Any complaints in respect of the Company's services should be made in writing to the Company's registered office as soon as possible, but within 14 days. Complaints can be sent in via email or in writing.

### **Notices**

19. No bill, poster, sign or notice is to be displayed on any vehicle without prior written consent on the Company.

### **Refreshments**

20. Other than on vehicles fitted expressly for that purpose, food and drink, except for small items of confectionary (such as sweets and chocolate), may not be consumed on the vehicle without the prior consent of the Company or the driver.

### **Surcharges**

21. Where more than 14 days elapse between acceptance of the quotation and the performance of the contract, the Company reserves the right to pass any increase in its costs as a surcharge. This is quite commonly applied when Fuel Duty rises.

### **English Law**

22. Orders are only accepted in that the Law of England shall apply to the contract arising from such an order and to the determination of the rights and liabilities of the respective parties and in that no action or other proceedings shall be brought by either party in relation to such contract except in a Court of competent jurisdiction in England.

### **Insurance**