

## 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 or not they travel with the party. 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. Unless otherwise stated admission charges, meals, accommodation and parking charges for special events are not included in the quoted price. Quotations are valid for 28 days subject to ongoing availability, unless otherwise notified or an agreement has been made with the company.

### 3) Use of Vehicle

Unless confirmed in writing by the operator the vehicle should not be assumed to remain at any point between the outward and return journeys nor to remain available for the hirer's incidental use when parked at such points. The operator's vehicles may on no account be sub-let, lent or licensed by the hirer, without the prior written consent of the operator.

### 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. Alteration to any agreed itinerary must be agreed with the operator direct, not the driver.

### 5) Drivers Hours

The hours of operations for the driver are regulated by law. Neither the hirer or 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. The operator reserves the right to curtail or otherwise alter any hire, which does not comply with the relevant regulations.

### 6) Seating Capacity

At the time of booking the legal seating capacity will be specified. The hirer must not load the vehicle beyond capacity. All passengers must remain seated with their seatbelts correctly fastened whilst the vehicle is in motion unless using the washroom or catering facilities (if any). Passengers using the washroom or leisure facilities or who for any other reason do not remain in their seats with their seatbelts fastened whilst the vehicle is in motion do so entirely at their own risk.

### 7) Children

It is the responsibility of the hirer to ensure that a minimum of 2 adults per party, as in line with the Local Education Authority recommendations for staffing and supervision is maintained at all times. Supervising adults must be seated throughout the vehicle and not congregated in one place. The driver will have absolute discretion to decide where such adults should be seated.

### 8) Conveyance of Animals

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

### 9) Confirmation

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

### 10) 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.

### 11) Cancellation by Hirer

If the hirer cancels, the following scale of charges will apply (unless an agreement is in place to state otherwise):

- Cancellation more than 7 days before the hire date - no charge
- 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
- The cost of accommodation, meals, theatre tickets and ferry crossings etc 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.
- Cancellation due to inclement weather conditions will be charged as above.
- Theatre tickets\* once purchased are not returnable and must be paid in full. (\* or other such ancillary service)

### 12) 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.

### 13) 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.

### 14) 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.

### 15) Breakdowns and Delays

The company gives its advice on journey time in good faith. However as a result 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. The company will always endeavour to resolve a break down within a reasonable amount of time.

### 16) Agency Arrangements

When the company hires in vehicles or arranges other ancillary services. The terms and conditions imposed by such other suppliers through the company shall insofar as they are applied to the hirer be binding on the hirer as if they had been directly contracted services.

### 17) Passengers Property

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 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. The hirer should notify the company or the driver if items of exceptional values are to be carried. It is the hirer's responsibility to minimise risk of loss when property is left unattended.

### 18) 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 contained in the Sporting Events (Control of Alcohol) Act 1995 and the conditions of entry to race courses etc. The company can provide details of restrictions upon request. In addition if the hire is to an event involving the consumption of alcohol the Company reserves the right to charge up to £100 where excessive cleaning or repairs are required. Smoking is not permitted on any vehicle at any time.

### 19) Complaints

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

### 20) Notices

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

### 21) 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.

### 22) 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.