

CONDITIONS OF HIRE

- 1 Application – These conditions apply whether or not a contract of carriage has been entered into as a result of a quotation being offered and accepted or whether a contract has been made verbally or in writing.
- 2 Quotation – 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 provided by the hirer. Unless otherwise stated admission charges, meals accommodation and parking charges for special events are not included in the quoted price.
- 3 Use of Vehicles – 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.
- 4 Driver's hours and rest periods – the hours agreed with the operation of any hire must be strictly observed (other than in the case of serious emergency or diversions) so that current regulations governing driver's hours and rest periods can be complied with. The operator reserves the right to curtail or otherwise alter any hire which does not comply with the relevant regulations.
- 5 Seating capacity – The hirer must not load any vehicle beyond the number of passengers which it is legally permitted to carry.
- 6 Animals – On a private hire no animal (except guide dogs) may be carried without the prior agreement of the operator.
- 7 Confirmation – Normally written confirmation by the operator is the only basis for the acceptance of a hiring or for a subsequent alteration to its terms.
- 8 Payment – Any requested deposit must be paid by the date stated and payment in full must be made 14 days from the date of the invoice unless any other service has been performed by the operator. The operator reserves the right to add interest at the rate of 10% per year after the date by which payment should have been made.
- 9 Cancellation by hirer – In the event of cancellation by the hirer the operator reserves the right to retain any deposit. The hirer shall be liable to the operator for any losses incurred by the operator as a result of the cancellation or part cancellation but not exceeding the full cost of the hiring. In the event of a cancellation, this must be made in writing, and the following charges will apply: a) 7-5 days – 40% b) 4-2 days – 75% c) less than 2 days – 90% of the hire charge.
- 10 Cancellation by the operator – In the event of any emergency or force majeure or of any action by the hirer to vary agreed conditions unilaterally the operator may by returning all money paid and without further or other liability cancel the contract.
- 11 Route and time variations – Should a vehicle be detained by the hirer or taken on a longer journey than that contracted for the operator reserves the right to make an additional charge commensurate with the costs incurred. During the hiring the driver is the sole judge of the reasonableness of any request for a change of route or time. In any event the vehicle (a) will depart at the times agreed with the hirer and the operator will not be liable for any loss or injury sustained by any passenger who fails to join a vehicle at the appointed time.
- 12 Substitutions – the operator reserves the right to provide a larger vehicle than specified at no additional charge unless any extra seats are used if extra seats are used an additional charge will be made pro rata to the hire charge. The operator reserves the right to substitute other vehicles (including those of other operators) or ancillary facilities for all or part of the hiring subject to such substitutes being of similar quality.
- 13 Delays – the operator gives any advice on journey time in good faith but does not guarantee the completion of any journey in any specific time and will not be liable for loss delay or inconvenience by the actual time of the journey.
- 14 Agency arrangements – Where the operator hires in vehicles from another operator at the hirer's request and where the operator arranges ancillary facilities such as meals accommodation ferries, admission ticket or any other service provided by another supplier it does so as agent for and on behalf of the hirer. Any terms and conditions imposed by such other suppliers through the operator shall be binding on the hire as if he had directly contracted for such services.
- 15 Passengers property – the driver is the sole arbiter as the carriage of passengers luggage and its storage. The operator will not accept liability for any damage to or loss of any property left on a vehicle by a passenger.
- 16 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 a vehicle or prevented from boarding on the driver's authority. The hirer will be responsible for the conduct of passengers and for any damage caused to the vehicle by passengers during the hire.
- 17 Alcohol – Passengers are not permitted to carry alcohol for consumption on the operator's vehicle. By agreement between the operator and the hirer, the operator's appointed staff may serve alcohol to passengers where a license has been obtained for that purpose. **Please note:** It is an offence for alcohol to be carried on a public service vehicle used for the purpose of carrying passenger for the whole or part of a journey to or from a sporting event in the United Kingdom. The operator, the hirer and their agents are liable to prosecution if they knowingly carry or permit alcohol to be carried. Heavy penalties may be imposed which can include a prison sentence.
- 18 No Smoking – Smoking is not permitted on the operator's vehicles.
- 19 Complaints – Any complaints in respect of the operator's services should be made in writing to the operator's office within 21 days.
- 20 Notices – No bill poster or notice is to be displayed on any vehicle without the consent of the operator.
- 21 Surcharges – When more than 28 days elapses between the hire being booked and its execution the operator reserves the right to pass on any increases in cost as a surcharge but any such surcharge would be limited to a maximum of 10% of the hire charge.
- 22 English Law – This contract is governed by English Law.