Taunton Minibuses - CONDITIONS FOR PRIVATE HIRE

EMERGENCY CONTACT: 07863288281

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 or a 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. The company will only accept instructions from the hirer or a nominated representative.

Where a copy of these conditions has been given to the hirer at any time before booking, between booking and travelling or after travelling, or the hirer has been advised verbally of all significant terms, making a booking will be deemed to signify acceptance of them.

2. QUOTATIONS

Quotations are given 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 bus and driver only. Any additional charges will be separately identified and will be the hirer's responsibility unless otherwise specified.

3. 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.

4. USE OF THE VEHICLE

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 this has been agreed with the company in advance.

5. ROUTE AND TIME VARIATION

The company reserves the right to levy additional charges for additional mileage or time to that agreed.

The vehicle will depart at times agreed by the hirer, and it is the responsibility of the hirer to account for all the 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.

6. CANCELLATION BY THE HIRER

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

NOTICE GIVEN	CHARGE
14 Days or more	None
8 – 14 days	10% of hire
4 – 7 days	25% of hire
1 – 3 days	50% of hire
Day of hire before arrival of coach at departure point.	Minimum 85% of hire
At or after arrival of coach at departure point.	100% of hire

Cancellation due to inclement weather conditions will be charged as above

7. CANCELLATION BY THE COMPANY

In the event of any emergency, riot, strike, or on the happening of any event over which the company has no control (including adverse weather and road conditions) 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.

8. VEHICLE TO BE PROVIDED

The company reserves the right to provide a larger vehicle than that specified at no additional charge unless any extra seats are used in which case an additional charge will be made.

The company reserves the right to substitute another vehicle, including those of other operators, to cover the hire.

9. DRIVERS' HOURS

The hours of operation for the driver are strictly regulated by law, and the hirer accepts the responsibility of ensuring the hire keeps to the hours and times agreed by the company. No 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 and duty time. If any breach is likely to occur, the hirer will be responsible for any additional costs incurred.

10. SEATING CAPACITY

The company will, at the time of booking, agree and specify the legal seating capacity of the vehicles to be supplied. The hirer must not load the vehicle beyond this capacity.

11. CONVEYANCE OF ANIMALS

No animals (other than guide dogs and hearing dogs notified to the company in advance) will be carried on any vehicle

12. BREAKDOWNS AND DELAYS

The company gives advice on journey times in good faith. However, as a result of breakdown or traffic congestion, or other events beyond the reasonable control of the company, journeys may take longer and in those circumstances the company will not be liable for any loss or inconvenience suffered by the hirer as a result.

13. CONDUCT OF PASSENGERS

The driver is responsible for the safety of the vehicle at all times, and he may remove any passenger whose behaviour prejudices safety or is in breach of the Public Service Vehicle (Conduct of Drivers, Inspectors, (Conductors and Passengers) Regulations 1990. The hirer is responsible for any damage caused to the vehicle by any passenger for the duration of the hire.

14. COMPLAINTS

Complaint about the company's services must be submitted in writing and within 14 days of the termination date of the hire.

15. PROPERTY

The company will not accept liability for any damage or loss of property, which belongs to any passenger and left on a vehicle. Any lost property will be held at the premises where the vehicle is based for a period of 30 days.

16. SMOKING

No passenger shall smoke on the vehicle.

17. ALCOHOLIC DRINKS

Under no circumstances may alcoholic drinks be carried on or consumed on the vehicle.

18. SURCHARGES

Once a confirmation has been issued to the hirer, providing there are 30 days prior to the departure date, the company reserves the right to pass on increases in the cost of fuel, taxes imposed by the Governments of the UK and of other countries to be visited during the journey, road tolls, and foreign currency. No surcharges will be levied within 30 days of departure. On notification of such charges, the hirer may cancel the booking subject to the scale of cancellation charges shown in paragraph 6. The liability of the company will be limited to the cost of the hire.