

Seaford and District Motor Services Ltd

Terms and Conditions

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, 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. If The Hirer is not going to travel with the party, a representative must be chosen, and The Company informed prior to the hire taking place. The Company will only accept instructions from The Hirer or their nominated representative. Where a copy of these conditions has been given to The Hirer at any time, or The Hirer has been advised verbally of all significant terms, making a booking will be deemed to signify acceptance of them. Where a hirer makes a booking before receiving these conditions and without being advised verbally of all significant terms, The Hirer may cancel the contract without liability to the operator within 48 hours of receiving these conditions. Otherwise, The Hirer will be deemed to accept these conditions.

Quotations

Quotations are given on the basis of the most direct route and 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 clearly be shown on the confirmation and acceptance. 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 coach and driver only. Any additional charges will be separately identified and will be the hirer's responsibility unless otherwise specified.

Use of Vehicle

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

Driver's Hours

The hours of operation for the driver are regulated by law, and the hirer accepts the responsibility of ensuring the hire keeps to the hours and times agreed by the company. Neither the hirer nor any passenger shall delay or otherwise interrupt the journey in such 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 unless it is outside the control of the hirer.

Seating Capacity

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

Conveyance of Children / Animals

Children under three years of age must not wear a seatbelt. Children under the age of five years are allowed to sit on the lap of an accompanied adult at all times and as such are carried entirely at the risk of the accompanying adult.

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

Confirmation and payment

Once the hirer has accepted the quotation a confirmation email will be send with all necessary details for the hire. The hirer is responsible to ensure these details are correct. We require a non-refundable deposit of £100 to secure the booking. The remaining balance is due to be paid 7 days before the Hire. If remaining balance is not paid the hire will not go ahead.

Cancellation by Hirer

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

DAYS PRIOR TO CANCELLATION CHARGE COACH HIRE:

14 days or more non-refundable deposit

6-13 days 10% of hire

3-5 days 25% of hire

1-2 days 50% of hire

Day of hire 100% of hire

The cost of accommodation, meals and entrance or travel tickets 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.

Cancellation by the Company In the event of any emergency, riot, civil commotion, strike, lock out, stoppage or restraint of labour 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.

Vehicle to be Provided

- a. 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 pro rata charge will be made to the hire charge.
- b. The company reserves the right to substitute another vehicle (including those of other operators) or ancillary facilities for all or part of the hiring subject to such substitutes being of at least equivalent quality.

Breakdown and Delays

The company gives its advice on journey time 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 than predicted and in those circumstances the company will not be liable for any loss or inconvenience suffered by the hirer as a result.

Agency Arrangements

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, accommodation, ferries, admission tickets or any other services 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 company shall, insofar as they are supplied to the hirer, be binding on the hirer as if he had directly contracted such services and the hirer shall indemnify the company against any loss, claim, damage or award in respect of a breach of such supplier's terms and conditions brought about by the hirer's action.

Damage to or soiling of Vehicles

Damage can be defined as resulting from any wilful, malicious or accidental damage caused to the vehicle, by a member of a party or group travelling on one of The Company's vehicles.

Soiling is any defined as vomit, excessive rubbish, drink or food containers or any other matter that is left in the vehicle which requires cleaning.

Any damage or soiling that occurs will be the responsibility of The Hirer. The Hirer is the person, organisation or body whose details appear on the original booking. The Company will hold The Hirer responsible for the cost of rectifying the damage or soiling and The Hirer hereby explicitly authorises The Company to deduct the full cost of rectifying said damage or soiling from the credit or debit card or cash deposit taken at the time of booking subject to a minimum charge of £50.00.

Passengers' Property

Luggage and personal effects are carried on or in our vehicles at the owner's risk. Gangways, doorways and emergency exits must not be obstructed. All vehicles hired are subject to restrictions on carrying luggage for statutory safety reasons and the driver shall be the sole judge as to whether and to what extent passengers' property is carried. The Company will not accept liability for any damage or loss of any property, which belongs to any passengers and is left on a vehicle. Any articles of found property recovered from a vehicle will be held at the depot from where the vehicle is based and may be collected from there.

Conduct of Passengers

- a. The driver is responsible for the safety of the vehicle at all times, and as such 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. These regulations set out certain rights and responsibilities on all parties, and full details of these can be obtained from the company on request.
- b. The hirer is responsible for any damage or soiling caused to the vehicle by any passenger for the duration of the hire.
- c. Where the hire is to a sporting event, the hirer should be aware of the legal requirements relating to alcohol, contained in the Sporting Events (Control of Alcohol) Act 1985, and the

conditions of entry as laid down by the Race Course Association Ltd. The company will provide details of these restrictions on request.

Complaints

In the event of complaint about the company's services, the hirer should endeavour to seek a solution at the time by seeking assistance from the driver or from the company. If this has not provided a remedy, complaints should be submitted in writing and within 14 days of the termination date of the hire.

Notices

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

Refreshments and 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 from the company.

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 surcharges, the hirer may cancel the booking subject to the scale of cancellation charges shown in paragraph 10. The liability of the company will be limited to the cost of the hire and any ancillary services supplied.