

PRIVATE HIRE TERMS & CONDITIONS

These are the conditions of hire of Marshalls Executive Travel Ltd (hereinafter called 'the company'). They form the basis of the contract under which the company agrees to hire its vehicles to the customer (hereinafter called 'the hirer').

Quotations

Quotations are given on the basis of the 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 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 coach and driver only. Any additional charges will be separately identified and will be the hirer's responsibility unless otherwise specified. Parking charges are not included in the coach hire charge unless stated.

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. The vehicle may also be withdrawn if the group are more than 15 minutes late for the requested return time. In this event, no liability can be accepted for the cost of alternative transport.

Route and Time Variation

The company reserves the right to levy additional charges for additional mileage or time than that agreed. The pick up time shown on the confirmation is the time the coach will arrive at the first pick-up point. The arrival time at the final destination is the time the coach should be empty at the last dropping off point. The vehicle will depart at times agreed by the hirer and it is the responsibility of the hirer to account for all 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. Drivers have the sole discretion as to the suitability of roads or locations that a vehicle can enter or travel through. No liability can be accepted if a vehicle is unable to complete a journey due to the unsuitability of a road or location.

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 journeys and times agreed by the company. Neither the hirer nor any passengers 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 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. In the interests of safety, children must not be seated by the doors and at least one adult should occupy a seat at the rear of the vehicle. Seat belts are provided for your safety and should be worn at all times.

Confirmation

Normally, written confirmation by the company is the only basis for the acceptance of a hiring or for a subsequent alteration to its terms.

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. The company reserves the right to add interest at the rate of 2% compound interest per calendar month, after the date by which payment should have been made.

Cancellation by Hirer

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

Period before day of coach hire	Amount of cancellation charge as a % of coach hire cost
10 days or more	Deposit
6 - 9 days	25%

3 - 5 days	40%
1 - 2 days	60%
Day of hire	100%

b. The cost of accommodation, meals, Ferries and other such ancillary goods or services 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.

c. Cancellation due to inclement weather conditions will be charged as above.

d. Ferries or other such ancillary goods and services are not returnable, must be paid for in full.

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. In no circumstances shall the Company be liable for any loss of actual or potential turnover, business or profits suffered by the hirer or any related costs and expenses.

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. The company reserves the right to provide more than the number of vehicles specified at no additional charge unless any extra seats are used.

b. The company reserves the right to substitute another vehicle and or driver including any other operator 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 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 than predicted and in those circumstances the company will not be liable for any loss or inconvenience suffered by the hirer as a result. In no circumstances shall the Company be liable for any loss of actual or potential turnover, business or profits suffered by the hirer or any related costs and expenses.

Passengers' Property

a. All vehicles hired by the company are subject to restrictions on carrying luggage for statutory safety reasons. The hirer accepts that the driver shall be the sole judge as to whether and to what extent passengers' property is carried. Large bulky items may not be able to be carried, and the hirer should take all steps to notify the company in advance of such requirements. For safety reasons, only small items of hand luggage may be carried in the passenger seating compartment.

b. Neither the company or its drivers will accept any responsibility for any items left, at any time, in the interior of the vehicle.

c. All articles of lost property recovered from the vehicle will be held at the premises where the vehicle is based and will be subject of the current Public Service Vehicle Lost Property Regulations.

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. The hirer is responsible for any damage caused to the vehicle by any passenger for the duration of the hire. The company reserves the right to withdraw all services in the event of unruly conduct by passengers or damage caused to company vehicles.

b. 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) Regulations 1995, and the conditions of entry to racecourses 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.

Refreshment 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.

Smoking

For the comfort and safety of all our passengers, all our coaches are non-smoking and some not fitted with ashtrays.

Drivers Accommodation

It is the responsibility of the hirer to provide the driver with suitable accommodation and meals when a coach is away from base overnight, unless otherwise agreed beforehand.

Surcharges

Once a confirmation has been issued to the hirer, provided 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 8. The liability of the company will then be limited to the cancellation charges.