

## Terms and Conditions of Private Hire – TopMarks

### 1. 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 Partners unless it has been particularly specified by the hirer at the time of enquiry.

Quotations are valid for a maximum of 30 days from the initial enquiry. All quotations are given subject to the Partners having available a suitable vehicle and driver at the time the hirer wishes to accept the quotation.

Quotations are given for coach and driver only. Any additional charges (eg parking and departure charges, ferry costs, hotel bookings, event admission, driver accommodation and meal costs) will be separately identified and will be the hirer's responsibility unless specified otherwise.

### 2. 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 in advance with the partners.

The hire must not exceed legal seating capacity of the vehicle which will be clearly state on the quotation and on the vehicle itself.

### 3. Booking

All bookings, and any subsequent amendments, will be confirmed by the Partners in writing and it is the responsibility of the hirer to ensure that all the details contained within are accurate.

The Partners decline all liability for loss or inconvenience that may arise out of inaccurate bookings.

The Company offers its advice on journey times in good faith but does not guarantee the completion of any journey, or leg of a journey, in any given time, and will not be liable for loss or inconvenience which may arise from the delay or detention of the vehicle arising from any cause whatsoever.

The vehicle will depart at times agreed by the hirer, and it is responsibility of the hirer to account for all passengers at those times. The Partners will not accept liability for any losses incurred by passengers who fail to follow instructions given by the hirer.

Should the vehicle be detained by the hirer, or, be taken on a longer journey than contracted for, the Partners reserve the right to make a proportionate additional charge.

### 4. Vehicle Size and Specification

The Partners reserve the right to provide a vehicle of larger capacity or higher specification than that required at no additional charge unless any extra seats or facilities are used in which case a reasonable additional charge will be made.

The Partners also reserve the right to substitute a vehicle from another operator provided that the size and facilities provided are of at least comparable standard.

### 5. Coach Parking and Other Fees

Unless otherwise stated in the booking confirmation coach parking, departure fees and road tolls are not included in the price of the hire and will be added to the invoice.

### 6. Cancellation

Cancellation by the client: All instructions must be received from the hirer in writing and the hirer will be responsible for any cancellation charges that may be applied:

- On day of hire: 100% charge
- Less than 72 hours' (3 days notice): 50% charge
- Less than 10 days' notice: 25% charge

- More than 10 days' notice: 10% charge

In addition all unavoidable Third Party charges including, but not limited to, ferry costs, hotel bookings, event admission, driver accommodation and meal costs incurred by the Partners and not adequately covered by the above charges will be payable, irrespective of the period of notice of cancellation given.

Cancellation by the Partners: In the event of any emergency, riot, civil commotion, strike, lock out, stoppage or restraint of labour or the happening of any event over which the Partners have no control (including adverse weather and road conditions) the Partners reserve the right to cancel any hire. In such an instance no charge would be made, and any monies paid returned but the Partners decline all liability for loss or inconvenience suffered as a consequence of such action.

#### **7. Payment**

Any deposit requested (which will normally be deemed non-refundable) must be paid by the date stated. Full payment is required prior to commencement of the hire, except where accounts have been specifically approved for credit. The Partners reserve the right to add interest on overdue accounts at the rate of 2% compound interest per month, or part month.

#### **8. Drivers' Hours and Statutory Regulations**

The hirer undertakes to abide by all drivers' hours and other statutory requirements that may in any way affect the journey in question. Drivers must comply with all such regulations but, subject to the constraints imposed by them, will comply with all reasonable requests of the hirer.

#### **9. Conduct on the Vehicle**

Other than on a vehicle fitted expressly for that purpose, food (except confectionery) and drink may not be consumed on the vehicle without prior consent of the Partners. Smoking is not permitted on the vehicle at any time. No alcohol will be permitted in the passenger area of the vehicle at any time. The Partners reserve the right to request any passenger/s to leave the vehicle, and in extreme circumstances to terminate the hire, if it deems their conduct to be illegal or incompatible with the comfort or safety of other passengers or its employee/s.

Seatbelts must be worn by all passengers age 14 years or over.

Should the vehicle be in an unreasonable state of cleanliness at the conclusion of the hire the Partners reserve the right to levy an additional cleaning fee.

The hirer will be held responsible for any damage that may be caused to the vehicle, or to the person or property of any Third Party through the negligence or misconduct of him/herself or any of the party using the vehicle.

Pets and other animals are not permitted on any vehicle with, the exception of assistance dogs by prior arrangement.

Acceptance of passenger luggage for carriage is subject to statutory regulations, vehicle weight restrictions and availability of appropriate space on the vehicle. The Partners do not guarantee that luggage space on a hired vehicle will be sufficient for the hirer's needs and will not be liable for any loss or inconvenience that may arise from inadequate luggage space being provided.

Intention to convey suitcases or other particularly heavy or bulky items of luggage must be notified to the Partners at the time of booking in order that appropriate arrangements may be made. The carriage of luggage is entirely at the owner's risk. The Partners will not be responsible for any damage to, or loss of, personal property carried in the luggage lockers or passenger area of the vehicle.

#### **10. Complaints**

In the unlikely event that you should have a complaint it is important that you notify the driver immediately in order that an immediate remedy can be sought. If this is not possible or if you

feel that your complaint has not been dealt with satisfactorily you should notify our office in writing as soon as possible and ideally within 5 days after completion of the hire.

**Acceptance of a quotation or confirmation implies acceptance of the above terms and conditions.**