

## **Conditions of Hire**

These are the condition of hire of Kev's Cars and Coaches (herein after called the company). They form the basis of the contract under which the company agrees to hire its vehicles to the customer (herein after called the hirer).

- 1 Should the vehicle be detained by the hirer, taken on longer journey than contracted for (see note 5), the company reserves the right to make a proportionate charge.
- 2 The company does not guarantee to complete any journey in any given time, and it will not be accountable for any loss or inconvenience, which may arise, from the delay or detention of any vehicle arising from any cause whatsoever.
- 3 The company will not be responsible for any damage to, or loss of, personal property left in vehicle, however, caused.
- 4 The company will not accept any liability for damage, injury or loss for any passengers entering or leaving a coach whilst in motion.
- 5 DRIVERS HOURS REGULATIONS. The hirer undertakes to abide by all statutory requirements and regulations, which may in any way effect the journey in question. Drivers are familiar with these regulations and whilst they will conform to any reasonable request made by members of the party (as to the reasonableness of any request that the driver alone shall be the judge), they will, as far as possible, depart from the destination or intermediate stopping places at times agreed beforehand (or specified by the driver) and to ensure compliance with the regulations will on no account wait for members of the party who may have failed to join the vehicle at the time so appointed. The company declines all liability for any loss, inconvenience, damage or injury arising from failure to convey any such members of the party.
- 6 The company reserves the right to supply a larger vehicle than that ordered for any journey and in this event no additional charge is made to the hirer unless the additional seating capacity is utilised.
- 7 The company reserves the right to substitute other operator's vehicles in place of its own for any journey or part thereof.
- 8 A deposit of 20% of the hire charge is payable at the time of the booking. The balance to be paid not less than seven days prior to the date of hire. (The company reserves the right to decline to execute any work when the foregoing conditions have not been adhered to, in which case the deposit becomes forfeitable by the hirer to the company).
- 9 No passenger may be carried in excess of the seating capability of the vehicle. A child counts as a passenger.
- 10 The company's private hire vehicles are constructed and adapted to transport seated passengers only, and standing on seats is not permitted. The actual hirer will be held responsible for, and shall indemnify the company against any damage caused to the vehicle(s) as a result of negligence, wilful or otherwise and/or malice due to the action of all or any member(s) of the party.
- 11 All vehicles have three point safety belts and passengers are required to wear them whilst the vehicle is being hired.
- 12 The company reserves the right to charge a cancellation fee for any cancellation within ten days of the date of hire. This fee shall not exceed the total hire charge quoted at the time of booking.
- 13 Consumption and or carrying of alcohol in the passengers compartments of company vehicles are strictly forbidden.
- 14 The company operates a strictly NO SMOKING POLICY, on all vehicles. It is the responsibility of the hirer to enforce this policy within his/her party.
- 15 The company reserve the right to make an extra charge against the hirer for any additional expenses incurred by the company, which were a direct result of the hirers, or his/hers, actions.
- 16 The company reserves the right to make an additional charge to the hirer if the vehicle is left in an unreasonably untidy condition or having required additional time or mileage.
- 17 Acceptance of our quotation implies acceptance of the above conditions.