

Terms and Conditions for Private Hires

- 1. Operator** - ClassicBus Lancashire is the trading name of Totally Transport Community Interest Company (the Company), registered in England as company number 6057334.
- 2. Quotations** - 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 stated. No VAT is chargeable on bus hire, but any ancillary services (e.g. meals) arranged by the Company will be subject to VAT at the prevailing rate.
- 3. Payment** - A deposit of 25% of the hire fee (minimum £100) is payable on booking the hire, with the balance due 21 days before the date of the hire, unless the Company has agreed in writing to vary this condition. If payment is not received in accordance with the agreed terms, the Company reserves the right to cancel the Contract and levy the appropriate charge in accordance with clause 8. Interest will accrue on any payment not made at the due time, at 2% above the current Bank of England base rate.
- 4. Confirmation of Booking** – On receipt of the deposit (or full payment if within 21 days of the hire), the Company will issue a letter of confirmation, which will include the agreed details of the hire and initiate the Contract with the Hirer. The Hirer should check this on receipt, and immediately notify the Company of any error or required variation. No booking should be regarded as confirmed prior to receipt of this letter.
- 5. Drivers' Periods of Work** - Hirers should be aware that hours of driving and rest periods are strictly controlled by law. Drivers' work is planned to comply with these regulations, based on the agreed details of the hire, and it may not be possible to vary these at short notice. Where variations to the agreed hours of operation of the hire are requested at the time of the hire, the Driver MUST observe the Regulations, and his decision on the extent (if any) of any variation is final. No liability will be accepted arising from the failure of any passenger to board the vehicle by the scheduled or agreed departure time.
- 6. Variation of Hire** – Where variations to the confirmed details of the hire are requested in advance, the Company will endeavour to accommodate such requests, subject to the constraints of availability and of the Regulations referred to in clause 5. However, if the Hirer seeks any variation which the Company deems to be unreasonable, or which cannot be agreed, the Company may cancel the hire in accordance with the terms of clause 9 and may, at its

discretion, levy a cancellation charge in accordance with clause 8. If the vehicle is detained late by the Hirer, or used for a longer journey than that contracted for, the Company will make a commensurate additional charge.

7. **Operation of Hire** - Unless specified otherwise, the route used will be determined by the Company and/or the Driver. Unless specifically stated or agreed, it should not be assumed that any vehicle will remain at the destination until the time for the return journey.
8. **Cancellation by Hirer** - If the Hirer wishes to cancel any confirmed hire, the following scale of charges will apply in relation to the total hire charge:
 - 21 days or more before departure – full refund, less £20 administration fee;
 - 8 – 20 days before – 25% of hire charge;
 - 3 – 7 days before – 50% of hire charge;
 - cancellation within 48 hours of departure – 100% of hire charge.
9. **Cancellation by Company** - In the event of an emergency or other unforeseen circumstances which prevents operation of the hire, the Company may return all monies paid and, without further liability, cancel the Contract. However, the Company will make all reasonable efforts to fulfil the hire using alternative vehicle(s) or operator(s), in consultation with the Hirer where possible.
10. **Substitution of Vehicle** – In view of the nature of our historic vehicles, the Company cannot guarantee that a particular vehicle will be provided for a hire, and may provide a larger vehicle than the size specified at no additional charge. The Company reserves the right to substitute another vehicle or sub-contract another operator where necessary to fulfil the hire.
11. **Seating Capacity** - No standing passengers will be carried except in an emergency. Where a Conductor is carried, one seat may be reserved for him. Under no circumstances will Drivers carry any passengers in excess of the marked carrying capacity of the vehicle.
12. **Conduct of Passengers** - The Driver and/or Conductor are responsible for the safety of the vehicle and occupants, and their instructions must be complied with. Any passenger whose conduct is in breach of statutory regulations will be asked to leave the vehicle, and may be removed on the authority of the Driver or Conductor. The Hirer will be responsible for any damage caused to the vehicle by passengers during the hire.
13. **Alcohol** - Alcoholic drinks may not be carried in or consumed on the vehicle, except with the prior express permission of the Company in writing. Any conditions attached to such permission must be adhered to.

14. **Animals** - Animals, except Guide or Assistance Dogs, will not be carried on any vehicle.
15. **Property** - The Company will not accept liability for any damage to or loss of passengers' property which is left on a vehicle. Any articles of found property recovered from a vehicle will be held at the Depot where the vehicle is based, and any articles claimed may be collected by arrangement with the Company. The Company reserves the right to levy a charge for the return of lost property, not exceeding 10% of its value, in addition to any cost incurred for delivery.
16. **Breakdown / Delay** - The Company gives advice on journey times in good faith, and will use its best endeavours to operate to the agreed schedule. However, it does not guarantee the completion of any journey at a specific time, and will not be liable for inconvenience or loss caused by breakdown or delay.
17. **Provision of Ancillary Services** - When the Company arranges meals, accommodation, travel by ferry, admission tickets or any other service provided by another Contractor, it does so as an agent on behalf of the Hirer. Any terms and conditions imposed by such Contractor will be binding on the Hirer as if he had directly contracted the services himself.
18. **Complaints** - In the event of any complaint about the Company's services, the Hirer should seek to resolve the issue at the time by referring to the Driver or the Company. If this does not provide a satisfactory remedy, a written complaint should be submitted within 14 days of the date of hire to:

ClassicBus Lancashire, 11 Admiral Heights, 164 Queens Promenade,
Blackpool, FY2 9GJ.

Complaints will be acknowledged within 10 working days, and the Company will aim to resolve any complaint within 28 days of it being made.
19. **Smoking** - No smoking is allowed on any vehicle, unless otherwise agreed by the Company.
20. **Jurisdiction** - All hires are undertaken, and these Terms and Conditions should be interpreted, subject to English law. Any waiver by the Company of any right under these Terms and Conditions shall not prejudice exercise of that, or any other, right.
21. **General** - All references in these Terms and Conditions to the masculine should be taken to include the feminine where appropriate.