

Black's of Brechin Terms and Conditions of Transport

These conditions apply to all private hire transport, not operating as a package, as defined by the package travel, package holidays and package tour regulations 1992.

Applications:

These conditions apply whether a contract hire is made verbally or in writing. The hirer acts on behalf of all passengers travelling on the vehicles. If the hirer is a group, company or partnership, an individual must be named as a responsible person. The hirer is responsible for the actions and decisions of all passengers on board including any additional costs incurred in performing the contract, whether or not they actually travel with the party. The company will only accept instructions from the hirer. 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.

Quotations:

Quotations are given on a basis of the most direct route and of 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 subject to the company having available a suitable vehicle at the time the hirer accepts the quotation.

Quotations are valid for 28 days from the initial enquiry unless otherwise stated.

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, not to remain at the destination for the hirer's use unless it has been agreed with the company in advance. Waiting time charges will become due if the times stated in the contract are not adhered to at a rate of £30.00 for every 30 minutes and must be paid to the driver in cash at the end of the hire period. All coaches will be presented in a clean standard at the start of the hire.

The hirer is responsible for removal of any rubbish from the vehicle at the end of the contracted period.

Coach interiors must be returned to the depot in a tidy condition or a £50.00 cleaning charge will apply.

Route and Time Variation

The company reserves the right to levy additional charges for additional mileage, additional collection points, additional stopping points which have not been disclosed at the time the quotation was issued. The vehicle will depart at the time 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. Should the hirer, on the day of travel wish to extend, or vary the specified route, written instructions must be given to the driver by the hirer. Such charges will incur additional charges which the company will levy based on any additional mileage and time taken.

Drivers 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 a way as 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. Any additional costs will be charged at a rate of £30.00 per 30 minutes delay.

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. Legally seat belts must be worn at all times, by all passengers whilst on board the vehicle.

Conveyance of Animals:

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

Confirmation:

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

Payment:

Our terms of payment are 25% deposit at time of booking with the outstanding balance due 14 days before date of travel, or if the booking is less than 14 days – 100% payment is due at time of booking.

Payment via BACS, debit or credit card is accepted (please note there is a 3% surcharge for credit card use).

For late payments the company reserves the right to add interest at a rate of 10% per calendar month, after the date by which payment should be made.

The cost of accommodation and meals which have already been purchased by the company at the request of the hirer, will be charged to the hirer, plus any administrative charges incurred by the company.

Cancellation due to adverse weather conditions or cancellation of a Sporting Event after the vehicle has left our depot will be charged as per the cancellation of hire detailed below.

Cancellation of Hire:

If the hirer wishes to cancel any agreement, this must be made firstly by telephone and confirmed in writing/ email within 24 hours of the telephone call.

Cancellation charges will apply in relation to the total hire charge.

The following cancellation charges will apply:

Between 30 and 15 days before hire – 10% of hire price.

Between 14 and 8 days before hire: 25% of hire price.

7 days or less before hire: 50% of hire price.

Less than 24 hours: 100% of hire price.

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 which the company has no control over (including adverse weather and road conditions) or in event of the hirer taking any action to vary agreed conditions unilaterally, the company may without further or other liability, cancel the contract and refund all money paid in accordance with the above stated cancellation charges. This excludes any reservations or entrance fees the company has paid for on behalf of the hirer. These charges will need to be reclaimed by the hirer directly with the appropriate party in line with their own cancellation and refund policy.

Vehicle to be Hired:

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 the additional pro-rata charge will be made to the hire charge. The company reserves the right to substitute another vehicle (including those of other operators) or

ancillary facilities for all or part of the hire subject to such substitutes being of at least equivalent quality. The company reserves the right to provide multiple vehicles to meet seating capacity requirements of the hirer, including substituting two single decker vehicles for a 70 seater vehicle.

Breakdown and Delays:

The company gives its advice to 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 any other services provided by another supplier, it does so as agent for and on behalf of 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 actions.

Package Travel Regulations:

If the hirer organises other elements of a package in addition to the provision of transport, the hirer may be defined as an "organiser" or a "retailer" for the purposes of the Package Travel, Package Holidays, and Package Tours Regulations 1992 and as such may be required to comply with the provision of those regulations. In this instance, the company cannot accept any liability that may be incurred for losses or damage that it would otherwise accept under the terms of those regulations. The hirer accepts responsibility for ensuring whether they are so defined, and the company cannot accept liability for loss or damage incurred that should have been the responsibility if the hirer was the legally defined organiser or retailer. Where the company acts as an organiser or retailer, it will issue separate conditions of trading relating to its liabilities and responsibilities under the regulations.

Passenger Property:

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 claimed. 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.

The company accepts any personal property of the hirer and their passengers on the understanding that it will take all reasonable steps to avoid loss or damage. The hirer should notify the company or the driver if items of exceptional value are to be carried on the vehicle. It is the hirer's responsibility to minimise risk of loss when property is left unattended. Whilst every precaution is taken, the company will not in any case be responsible for any loss or damage of or to any article placed or carried on their vehicle.

All articles of lost property recovered from the vehicle will be held at the company premises where the vehicle is based, and will be subject to the current Public Service Vehicle (Lost Property) Regulations. Details can be found on www.legislation.gov.uk.

Conduct of Passengers:

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 (responsible person) is responsible for the orderly and satisfactory behaviour of the members of the party and that their conduct shall not be such as to cause annoyance to the public. The hirer is responsible for any damage caused to the vehicle by any passenger for the duration of the hire. 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 1995 and the conditions of entry to race courses as laid down by the Race Course Association Ltd. Details on this can be found on www.legislation.gov.uk and www.britishracecourses.org. A Responsible Persons Agreement form must be completed by the Group Leader / Responsible Person prior to the hire commencing.

Damage / Cleanliness Deposit:

The company will require a refundable Debit/Credit Card deposit of £200.00 per coach to be paid for all Sporting Event Hires & Weddings that require a night transfer or where the company stipulates this for any hire. The deposit is required to ensure you and your party adhere to Terms and Conditions of this Hire: 1) Zero abuse to the driver(s) in charge, 2) Coach will be presented in a clean condition and is to be returned in the same condition, with any rubbish removed by your group at the end of the hire, 3) Any damage to the coach by you or your party, 4) Any delays out with our control, 5) Any coach parking charges. The deposit will be refunded the next working day to the hirer once the coach has been inspected upon return to our depot and that no delays, damage or coach parking charges have been incurred. **In the event any of the above conditions are breached partial no refund of the deposit will be given.**

Complaints:

In the event of a complaint about our companies' 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. Complaints will be acknowledged within 14 days via email or post and the company will aim to resolve any complaint within 28 days of the date received.

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 and drink (including alcoholic beverages) may not be consumed on the vehicle without prior written consent from the company. Only beverages supplied by the company may be sold or distributed on the vehicle. In the event that your group wish to consume alcoholic drinks (in moderation), a refundable deposit will need to be paid prior to the hire commencing. (Except where you are going to a designated Sporting Event where alcoholic drinks are prohibited) There will be a £50.00 cleaning charge for any sickness which will be charged to the hirer / nominated responsible person and is duly payable to the driver before the end of the hire.

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 Government of the UK and of other countries to be visited during the journey, road tolls and foreign currency exchange rates. No surcharges within 30 days of the departure. On notification of such surcharges, the hirer may cancel the booking subject to the scale of cancellation charges stated above. The liability of the company will be limited to the cost of the hire and any ancillary services supplied.

Parking Charges:

The hirer is responsible for all coach parking charges. If the company is instructed to pay coach parking charges it will be detailed on the hire invoice. Any additional parking charges will be payable on invoice or deducted from the deposit.