



## Conditions of Hire

Ashbourne Community Transport is committed to a policy of fair trading and will take every care to give you value for money and to ensure that everything possible is done to ensure your safety and comfort during the journey. However, you should ensure that you read the following conditions which set out the principal rights and liabilities we owe to each other:

1. The hiring of vehicles is governed by the Public Passenger Vehicles Act 1981, the Transport Act 1985 and Transport Act 2000, which provide amongst other things for the proper conduct of drivers and passengers, the rules governing drivers' hours of work and driving; and other matters concerning the safety and proper operation of buses and coaches. Hirers are asked not to ask our staff to break these rules, which are governed by law, since by so doing the driver may place in jeopardy his own Passenger Carrying Vehicle Driver's Licence (and therefore his job) and the Company's Public Service Vehicle Operating Licence.
2. The following conditions apply, in addition to the standard conditions of hire, to hires for football matches or other sporting events:
  - a. The Sporting Events (Control of Alcohol Etc) Act 1985 as amended by the Sporting Events (Control of Alcohol Etc) Act 1992 specifically prohibits the carrying or consuming of alcohol on coaches and buses travelling to or from designated sporting events
  - b. It is also an offence under the above legislation for a person carried on a public service vehicle travelling to or from a designated sporting event to be in possession of alcohol or any intoxicating liquor and/or to be drunk. If a Driver has cause to believe that any passenger is carrying or has consumed an excess of alcohol he has authority to ask the passenger(s) to leave the vehicle
  - c. In the event of any passenger being in breach of conditions a or b above the Passenger shall be liable to the Company and its employees or agents for all costs incurred by them and arising as a result of the breach, including any fine or fines imposed upon them by virtue of Section 1 of the Sporting Events (Control of Alcohol Etc) Act 1985 as amended by the Sporting Events (Control of Alcohol Etc) Act 1992. Such Passenger will be refused travel and no refund will be made.
3. We accept a request to hire subject to the type or size of vehicle mentioned in any quotation or offer still being available at the date when your booking acceptance is received by the Company. We reserve the right for operational reason to sub-contract any hire to another operator but where this is necessary we will use our best endeavours to ensure a supply of vehicle of at least a similar quality.
4. Save for personal injury or death caused by our negligence and misrepresentation we exclude all liability for losses that were:
  - a. Not foreseeable to us and you when the contract was formed
  - b. Were not caused by any breach on our part
  - c. Relate to business losses and/or losses to non-consumers.
5. We cannot accept any liability for any delay, inconvenience or damage which may arise on the date or days of the hire as a consequence of matters entirely outside of our reasonable control, such as for example only: unexpected breakdown of vehicles, traffic congestion, diversions or adverse weather conditions, or matters which are not as a consequence of our negligence.
6. We will confirm your pick-up times and departure times at least 24 hours before the date of departure. We will adhere to these times except in the case of unforeseen factors entirely outside our control and as exemplified in 5 above.
7. Except as a result of circumstances outside our reasonable control (see 5 above) we will adhere to the scheduled timetable for pickups and departures. However, we accept that some delays may occur and that events may over run and return to the vehicle may be delayed. We will therefore, on notice from the Hirer or from a named passenger, delay our departure until the whole party has assembled. The delay times will be recorded by our driver and the Hirer (or their representative) asked to confirm these times. Except for minor variations, additional times will be subject to additional charge.
8. In compliance with the Motor Vehicle (Wearing of Seatbelts) (Amendment) Regulations 2006:
  - Seated passengers aged 14 or over are required by law to wear seatbelts where such are available
  - A child under the age of 14 and less than 135cm in height must wear a seatbelt (suitably adjusted) and a child under three must use a recognised and approved baby or child seat.

9. You shall be responsible to us for any damage to the vehicle, its fittings or equipment caused through your negligence, misconduct or any default of any of the passengers carried, and which as a result requires us to perform extraordinary cleaning to the vehicle to render it fit for hire. In this case you shall be responsible for paying to us the reasonable costs we incur for such cleaning services.
10. Additionally, where the vehicle has been soiled due to your negligence, misconduct or any default, or that of any passenger carried, and which as a result requires us to perform extraordinary cleaning to the vehicle to render it fit for hire, you shall be responsible for paying to us the reasonable costs we incur for such cleaning services.
11. The Hirer undertakes to be responsible for the orderly behaviour of all members of the party, and for ensuring that their conduct shall not be such as to cause annoyance to the public. Should the driver at any time consider that a member or members of the party are behaving improperly, then he may require that such an individual or individuals leave the vehicle.
12. The Hirer may (subject to the Driver's agreement regarding route suitability and if in accordance with the Drivers' Hours Regulations) extend or vary the route as specified on the order. Apart from very minor variations, such instructions must be recorded by the Driver and signed by the Hirer; in which case an extra charge may be required to cover the cost of any additional mileage covered and/or time taken.
13. The individual Hirer (or the Company or organisation on whose behalf the hiring arrangements are made and who has confirmed the order) shall undertake to be directly responsible for the Hire. In order to secure the hire a payment of 50% of the full hire charge should be paid when the booking is confirmed. The remaining payment **must be settled in full at least seven days prior to the commencement of the hire**, unless other specific arrangements have been agreed between the Hirer and the Company prior to the commencement of the journey. Failure to make this payment will result in the hire being cancelled.
14. If for reasons beyond our reasonable control we are forced to cancel the hire arrangement, we will endeavour to advise you as soon as is reasonably practicable after facts come to our knowledge that make a cancellation necessary. As such our liability to you will be limited to a refund of any sums paid in advance for the price of the hire.
15. Should you wish to cancel the hire of any vehicle that you have arranged with us the following scale of charges shall apply in relation to the total hire charge, and are calculated on the basis of the reasonable expense we expect to incur as a result of the cancellation:
  - More than 2 weeks                      None
  - 7-10 days                                      30% of the hire charge
  - Less than 7 days                              50% of the hire charge
  - 24 hours or less                              100%
16. In the event of any emergency, riot, civil commotion, strike, lock-out, stoppage or restraint of labour, or the occurrence of an 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 the agreed conditions unilaterally, we may return all sums paid to you and cancel the contract without any further or other liability to you.