

# ThisBus.com

## TERMS AND CONDITIONS FOR PRIVATE HIRE

### 1. **Application**

These conditions apply whether a contract has been made verbally or in writing. The Hirer acts on behalf of all passengers travelling on the vehicles. Where the Hirer is a Company, group, partnership or other body, an individual must be named as that body's Responsible Person for the purpose of the hire. The Hirer is responsible for the actions of the passengers on board and is deemed to have the authority to agree additional costs, should any arise during the course of the booking. The Company will only accept instructions from the Hirer or the Hirer's nominated representative.

### 2. **Quotations**

Quotations are given on the basis of the direct route and on information and timings provided by the Hirer. The route used will be at the discretion of the Company unless it has been specifically specified by the Hirer and agreed by the Company in which case it will be clearly shown on the confirmation. Quotations are valid for 21 days unless otherwise notified.

### 3. **Use of the Vehicle between booked journeys**

The Hirer cannot assume that he will have the use of the vehicle or that it will remain at the destination between outward and return journeys, unless this has been agreed with the Company in advance.

### 4. **Route Time and/or Vehicle Variation**

The Company reserves the right to levy additional charges for mileage or time exceeding that agreed for the booking. Should the Hirer request an overrun beyond the agreed end time of the booking, the Company may make additional charges as follows: £75 for the first hour or part thereof, £150 for the second hour or part thereof, £350 for the third and for each and every subsequent hour or part thereof. Overruns will be accommodated at the Company's discretion and subject to the availability and other commitments of vehicle and crew. The vehicle will depart at times 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 the instructions given by the Hirer. The Company cannot accept responsibility for delays caused by traffic conditions or other disruption beyond the Company's control. The Driver is responsible for the safety of the vehicle, its passengers and other road users and he may deviate from the planned route if he feels it necessary in the interests of safety. The Company will do its best to provide the type of vehicle requested but reserves the right to operate a substitute vehicle in the event of unforeseeable difficulties such as breakdown.

### 5. **Drivers' Hours**

The Driver's working hours are regulated by law. The Company is obliged to take these restrictions into account when planning staffing for the hire, and the Hirer agrees to adhere to timings agreed with the Company. Neither the Hirer nor any passenger shall delay or otherwise interrupt the journey in such a manner as to put the driver at risk of breaching the driving hours and duty time regulations. The Driver is responsible for observing the legal requirements and will advise the Hirer or his representative if any alteration in schedule risks causing a breach. The Hirer will be responsible for any additional costs incurred unless the cause is outside the control of the Hirer.

### 6. **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. The Company will not allow the legal capacity to be exceeded under any circumstances.

### 7. **Smoking**

Smoking is not permitted on any of the Company's vehicles at any time.

### 8. **Alcohol**

The carriage and or consumption of alcohol aboard the Company's vehicles may only take place if agreed in advance between the Company and the Hirer. The Company may impose such restrictions as it deems fit in respect of the type and quantity of beverages carried for consumption aboard. Glass receptacles may not be used under any circumstances. A charge will be made for the disposal of rubbish.

### 9. **Food**

The carriage and or consumption of Food aboard the Company's vehicles may only take place if agreed in advance between the Company and the Hirer. The Company may impose such restrictions as it deems fit in respect of the type of food items carried for consumption aboard. A charge will be made for the disposal of rubbish.

### 10. **Damage to vehicle**

A cleaning surcharge of up to £150 may be imposed in the event of spillage of food and/or drink or other contamination or damage to the vehicle whether arising from the consumption of drinks aboard or from the behaviour of passengers who have consumed alcohol before travelling or from any other action by passengers. The Company reserves the right at its absolute discretion to request and to hold a deposit amount sufficient to cover the cleaning surcharge, such deposit to be returned to the Hirer upon completion of the booking provided that no spillage or contamination or damage has occurred.

11. **Conveyance of Animals Bicycles Pushchairs & Wheelchairs**

No animals, with the exception of guide dogs and hearing dogs, may be carried on any vehicle without prior written agreement from the Company. The conveyance of bicycles is prohibited. One or two small pushchairs may be folded and accommodated in the luggage area. The Hirer should consult the Company in advance if the conveyance of large pushchairs or wheelchairs is required. The Hirer understands that the historic nature of the vehicles operated by the Company means that they cannot be modified to conform to modern accessibility standards. The Company's crews will do their best to provide assistance where required, but the Hirer is responsible for ensuring that disabled passengers are advised in advance of the limitations of the vehicle.
12. **Confirmation**

Written confirmation by the Company is the only basis for the acceptance of a hiring or for a subsequent alteration to its terms, with the exception of such operational alterations as may become necessary during the course of the hire.
13. **Payment**

An initial deposit of £150 is required to secure the booking. The initial deposit is not refundable in the event of cancellation by the Hirer. Payment of the full balance due together with any additional deposits required for cleaning and rubbish disposal must be made a minimum of 28 days before the start of the hire, unless otherwise agreed by the Company. The Company's Booking Confirmation advice will show the date by which payment is due. It is the Hirer's responsibility to ensure that payment is made by the due date. The Company reserves the right at its absolute discretion to cancel the booking and retain the initial deposit in the event that payment is not received by the due date. Without prejudice to its other rights and remedies, the Company reserves the right to add interest at the rate of 2% per annum above the Bank of England base rate, calculated on a daily basis from the date by which payment should have been made.
14. **Cancellation by the Hirer**

If the Hirer wishes to cancel any agreement, the following scale of charges shall apply in relation to the total hire charge, according to the notice of cancellation given.

  - 21 days or more - deposit only
  - 8 – 20 days - 25% of hire
  - 1 – 7 days - 50% of hire
  - Day of hire - 100% of hire
15. **Conduct of Passengers**

The Company's Conductor is responsible for safety in the passenger areas and his instructions must be followed. In particular no passenger may travel on the platform or the staircase while the vehicle is in motion and no standing passengers are permitted on the upper deck. In the event that the behaviour or demeanour of any passenger is deemed by the Conductor to be hazardous to the passenger himself, to other passengers, to the safety of the vehicle, to the Company's staff or to other road users, the Conductor may require any persons to leave the vehicle. No refunds or compensation will be considered in this event. When young children are carried, the Hirer shall be responsible for ensuring that adequate supervision by suitable responsible adults is provided. The Hirer understands that the historic nature of the vehicles means that seatbelts are not fitted or provided.
16. **Insurance and Liability**

The Company shall not be held liable for loss or destruction of or damage to passengers' property, or for injury to passengers unless this is caused by the negligence of the Company's personnel. The Company shall not be liable under any circumstances for losses arising from traffic delays, road closures, actions of Police or other enforcement agencies or any other unforeseeable obstructions to the completion of the hire as planned. The Company recommends that the Hirer arranges appropriate Insurance to mitigate their losses in such eventualities. In the event that the Company is unable to complete the booking because of vehicle breakdown, staff sickness or other unforeseeable eventuality, the Company shall use its best endeavours to secure suitable alternative transport for the Hirer. In any event, the Company's liability to the Hirer shall not exceed the cost of providing alternative transport to the Hirer's agreed destination or the total fee paid by the Hirer for the booking, whichever shall be the lesser.
17. **Compliance with Statutory Provisions and Exclusion of Liability**

The Hirer shall at all times comply with all statutory and other requirements having the force of law whilst the Hirer's party remains aboard the Company's vehicles and shall indemnify the Company from and against all costs, expenses, liabilities, injuries, losses, damages, claims, demands or legal costs and judgements which the Company incurs or suffers as a consequence of any act or omission by the Hirer.
18. **Waiver**

Failure by the Company at any time to enforce these terms and conditions shall not be construed as a waiver and shall not affect the validity of these terms and conditions or any part of them.
19. **Enforceability**

If any provision of these terms and conditions shall become or shall be declared by any Court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way impair or affect any other provisions which shall remain in full force and effect.
20. **Variation**

These terms and conditions may only be varied from time to time with the written agreement of the parties hereto.
21. **Notices**

Any demand, notice or other communication may be sent by post or delivered by hand to the Company at 7 – 9 The Avenue, Eastbourne BN21 3YA and in the case of the Hirer at the address given by the Hirer or at such other address as may be notified by either party to the other from time to time in writing.
22. **Definitions**

"The Company" means The Broadcasters' Bus Consortium, a partnership trading as ThisBus.com. "The Hirer" is the person or body engaging the services of the Company by signing the Booking Confirmation.
23. **Jurisdiction**

These terms and conditions shall be construed in accordance with the laws of England and the English Courts shall have jurisdiction.