

ThisBus.com Limited
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 deemed to have the authority to agree additional costs and variations to the planned itinerary, 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 information and timings provided by the Hirer. The route used will be at the discretion of the Company unless a route has been specified by the Hirer and agreed by the Company in which case it will be shown on the confirmation. Quotations are valid for 21 days unless otherwise notified.
3. **Availability and Use of the Vehicle between booked journeys**

When there is time between initial and subsequent journeys the Company may at its sole discretion deploy the vehicle and/or crew on other duties and the Hirer shall not assume that he will have the use of or access to the vehicle or that it will remain *in situ* during such periods 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. For the avoidance of doubt, additional charges will not be made for delays and overruns occasioned by traffic conditions. 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 its control. The Driver is responsible for the safety of the vehicle and its passengers and he may deviate from the planned route if he feels it necessary in the interests of safety. The Company will endeavour to provide the type of vehicle requested but reserves the right to operate a substitute vehicle in the event of unexpected difficulties such as breakdown.
5. **Drivers' Hours**

Drivers' working hours are regulated by law. The Company will 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 working-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.
6. **Seating Capacity**

The legal capacity of each of the Company's vehicles is displayed at the entrance. The Company will not allow the legal capacity to be exceeded under any circumstances. The Hirer understands that the carriage of items such as buggies, pushchairs and wheelchairs will reduce the available capacity for passenger on the vehicle.
7. **Smoking**

Smoking is not permitted on any of the Company's vehicles at any time. This includes electronic cigarettes.
8. **Alcohol**

The carriage or consumption of alcohol aboard the Company's vehicles may take place if agreed in advance between the Company and the Hirer. The Company may impose restrictions on the type and quantity of beverages carried for consumption aboard. Glass receptacles may not be used. A charge will be made for the disposal of rubbish.
9. **Food**

The carriage or consumption of food aboard the Company's vehicles may take place if agreed in advance between the Company and the Hirer. The Company may impose restrictions in respect of the type of food items carried for consumption aboard. Plates and cutlery must be of a disposable type. A charge will be made for the disposal of rubbish.
10. **Damage to vehicle**

A cleaning charge of £150 may be imposed in the event of spillage of food and/or drink or other contamination of or damage to the vehicle arising from the consumption of drinks aboard or from the behaviour of passengers. This charge is not a penalty but a genuine pre-estimate of costs incurred in arranging the return of the vehicle to serviceable condition. The Company reserves the right at its absolute discretion to request and to hold a deposit amount sufficient to cover the cleaning charge, 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**

With the exception of assistance dogs, no animals may be carried without prior 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 access limitations of the vehicle.
12. **Confirmation**

Written confirmation by the Company is the only basis for the acceptance of a hire 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 per bus 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 on which payment fell due.

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 – deposit plus 10% of the total hire fee.

1 – 7 days – deposit plus 25% of the total hire fee.

Less than 24 hours before planned start of hire - 100% of the total hire fee.

For the avoidance of doubt, the amount referred to here as the total hire fee shall be the full sum due for the planned hire of the vehicle and crew and shall exclude sums for food/drink and other facility fees, save in the case of cancellation seven days or less before the day of the hire, when the total shall also include the charges for such provisions as cannot be returned to stock. Event tickets, access permits, third-party services and customised items such as destination blinds and decals purchased by the Company to meet the requirements of the Hirer are not refundable and the full cost of these items shall be included in the sum due from the Hirer in the event of cancellation at any time.

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 children are carried, the Hirer shall be responsible for ensuring that there is adequate supervision by appropriate adults. The Company's Conductor is not allowed to take responsibility for passengers' children. The Hirer understands that the historic nature of the Company's 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 will try to secure 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 direct 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. **Entire Agreement**

This agreement constitutes the entire agreement between the parties and supersedes all previous agreements whether written or oral between the parties

22. **Force Majeure**

Neither party shall be liable for failure to perform any of its obligations under this agreement during any period in which such party cannot perform due to events beyond their reasonable control including but not limited to: hacking attack, fire, flood or other natural disaster, war, embargo, riot, terrorist activities or the intervention of police or governmental authority, provided, however, that the party so delayed immediately notifies the other party of such delay.

23. **Notices**

Any demand, notice or other communication may be sent by post or delivered by hand to the Company at Office 4 Main Building, Binders Industrial Estate, Cryers Hill Road, High Wycombe HP15 6LJ 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.

24. **Definitions**

"The Company" means ThisBus.com Limited with its Registered Office at 3-5 The Avenue, Eastbourne BN21 3YA and the trading address of Office 4 Main Building, Binders Industrial Estate, Cryers Hill Road, High Wycombe HP15 6LJ. "The Hirer" is the person or body engaging the services of the Company. "Driver" means the person employed or provided by The Company to drive the vehicle. "Conductor" means the person employed or provided by The Company to assist passengers and the Driver during the operation of the vehicle.

25. **Jurisdiction**

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