



CONDITIONS OF HIRE

The reservation is accepted by **STEWARTS OF MORTIMER (PRIVATE HIRE) Ltd.** herein referred to as the company, under the following conditions of hire.

- 1) Should a vehicle be detained by the Hirer, or be taken on a longer journey than contracted for, the company reserves the right to make a proportional additional charge.
- 2) The company does not guarantee to complete any journey in any given time and will not be accountable for any loss or inconvenience which may arise from the delay or detention of any vehicle arising from any cause whatsoever.
- 3) Unless stated it should not be assumed that any vehicle will remain at the destination until the time for the returned journey.
- 4) The route used, unless the hirer has advised of a particular route or places to be passed on route which will be specified on the confirmation letter, will be at the discretion of the company and/or the driver.
- 5) The company reserves the right to supply a larger seater capacity vehicle or a higher grade than that reserved however the cost will remain the same as originally agreed unless the client uses the extra seating or higher grade facilities when a supplement will be charged.
- 6) In the event of any riots, civil commotions, strikes, lockouts or stoppage or restraint of labour from whatever cause or the happening of any event over which the company has no control, the company reserves the right to cancel any order which in the opinion of the company thereby becomes impossible of performance and to refund to the hirer any deposit paid in full settlement of all claims of the hirer in respect of such cancellation.
- 7) The company reserves the right to sub-contract the journey to an alternative company provided an equal or greater grade/size vehicle is supplied.
- 8) Outside Contractors supplying goods/service over and above coach hire: All arrangements for meals, theatre tickets, boat journeys or any other item/service are made by the company as agents for or on behalf of the hirer; on the express condition that the company shall not be responsible for any loss, damage delay or inconvenience caused to passengers as a result of any arrangements. These arrangements are also made under the conditions of supply by the supplier.
- 9) The company reserves the right to supply alternative ancillary facilities reserved provided they are of equal value.
- 10) No admission charges or anything other than coach hire costs are included in the price unless otherwise stated in writing.
- 11) The company will not accept any liability for the damage or loss to any property entering or leaving the coach whilst in motion.
- 12) The company shall not be liable to the hirer or any other person for loss or damage suffered by them in their trade, business or profession in consequence of the death of or personal injury to any person with whom the hirer or such person has a contract of employment or a contract for services, whether such death or personal injury be caused by negligence, default or misconduct of the company or their servants or agents or otherwise.

- 13) All company coaches are supplied with seat belts in accordance with current requirements. From 8 May 2006 it is a mandatory requirement for all passengers to use seat belts on coaches. The choice of whether or not to wear the seat belt provided rests with the individual passenger. The company will on no account accept liability for injury caused to a passenger occasioned directly by the wearing of the belts supplied, nor for injury which arises from the choice of not wearing the seat belt. The company reserves the right to amend this clause without notice in the event government legislation changes.
- 14) The company will not be responsible for any damage to, or loss of personal property left in vehicles passenger areas or baggage compartments.
- 15) Under regulations made by the Ministry of the Environment no passenger in excess of the seating capacity of the vehicle may be carried. A child counts as a passenger.
- 16) Under no circumstances may alcoholic drinks be carried on or consumed upon the vehicle without the express permission of the company in writing.
- 17) The company reserves the right to charge a £75.00 valet fee per seat affected by a passenger being sick.
- 18) The company is strictly a non smoking company. So therefore smoking is not permitted on any vehicle so as to comply with Local Authorities with respect to their contracts and Major Tour Operators.
- 19) Drivers Working/Rest Period Hours Regulations: The hirer undertakes to abide by all statutory requirements and regulations which may in any way affect the journey in question and especially the regulations in respect of Drivers Hours. Drivers are familiar with these regulations and whilst they will conform to the reasonable requests of passengers (as to the reasonableness of which the driver alone shall be the judge) they will as far as circumstances permit depart from the destination or from intermediate stopping places at the times agreed beforehand (or specified by the driver) and to ensure compliance with the regulations will on no account wait for members of the party who may have failed to join the vehicle at the time so appointed. The company declines all liability for any loss, inconvenience or damage arising from the failure to convey any such member or members of the party.
- 20) Cancellations must be made by the person who made the original booking and must be confirmed in writing. You may cancel a coach hire at any time, but should you do so, the following scale of charges will apply:

COACH HIRE PERIOD OF NOTICE	CHARGE
More than 7 days prior to hire	None
3 to 7 days prior to hire	25% of hire charge
1 to 2 days prior to hire	50% of hire charge
On the day of hire	75% of hire charge
On arrival of coach at departure point	90% of hire charge

- 21) The terms of settlement in respect of arrangements which the hirer has requested over the above normal coach hire will be by advance agreement.
- 22) All terms and conditions are under English Law.
- 23) All bookings by the hirer are accepted by the company subject to the foregoing conditions.