



JOHNSONS COACH TRAVEL **CONDITIONS OF HIRE**

As at 20/5/09

These are the conditions of hire of Johnsons Coach Travel, (hereinafter called “the company”). They form the basis of the contract under which the company agrees to hire its vehicles to the customer (hereinafter called “the hirer”).

- 1. Extra Charges** - Should a vehicle be detained by the hirer, or be taken on a longer journey than contracted for, (but see note 9), the company reserves the right to make a proportionate additional charge.
- 2. Breakdown and Delays** - The company gives its advice on 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.
- 3. Loss or Damage to Personal Property** - The company will not be responsible for any damage to, or loss of, personal property left in vehicles, howsoever caused.
- 4. Liability for Injury** - The company will not accept any liability for damage, injury or loss for any passenger standing up or walking around the vehicle whilst in motion.
- 5. Supplying Coaches with Additional Seating Capacity** - The company reserves the right to supply a larger coach than that ordered for any journey and in this event no additional charge shall be made to the hirer unless the additional seating capacity is utilised.
- 6. The Use of Other Operators Vehicles** - The company reserves the right to substitute other operators' vehicles in place of its own for any journey or part thereof.
- 7. Payment Terms** - A deposit of 25% of the hire charge, is payable at the time of booking. The balance of the hire charge is payable at least fourteen days prior to the date of hire, unless other payment terms are imposed or credit terms agreed. (The company reserves the right to decline to execute any work when the foregoing condition has not been adhered to, in which case the deposit becomes forfeitable by the hirer to the company).
- 8. Passenger Capacity and Seat Belts** - No passenger may be carried in excess of the seating capacity of the vehicle and passengers are required by law to wear the seat belts provided at all times.

9. DRIVERS HOURS REGULATIONS - The hirer undertakes to abide by all statutory requirements and regulations which may in any way affect the journey or itinerary in question. Drivers are familiar with these regulations however they will conform to any reasonable request made by members of the party.

10. Damage to Company Vehicles - The Company's private hire vehicles are constructed and adapted to transport seated passengers only. The hirer will be responsible for, and shall indemnify the company against any damage caused to the vehicle(s) as a result of negligence, wilful or otherwise, and/or malice due to the action of all or any member(s) of the party.

11. Cancellation by the Hirer -

a) The company reserves the right to charge a cancellation fee for the cancellation of a hire for whatever reason, in accordance with the following scale;

(i) cancellation with less than 28 days notice – 25% of the total hire cost.

(ii) cancellation with less than 21 days notice – 50% of the total hire cost.

(iii) cancellation with less than 14 days notice – 75% of the total hire cost.

(iv) cancellation with less than 7 days notice – 100% of the total hire cost.

b) The cost of accommodation, ferry bookings, meals and/or theatre tickets which have already been purchased by the company at the request of the hirer, will be charged to the hirer, plus any administration charges incurred by the company.

12. Consumption of Alcohol – The consumption and/or carrying of alcohol in the passenger compartment of company vehicles is strictly forbidden unless specific permission from the company is obtained.

13. Additional Returnable Deposits - The company reserves the right to insist upon an additional returnable deposit being provided by the hirer in addition to the hire charge. This deposit will be returned to the hirer following completion of the hire provided that no additional expenses were incurred by the company, which were a direct result of the hirer's, or his passengers' actions.

14. Additional Charges - The company reserves the right to impose additional charges on the hirer following completion of the hire if the passengers have left the vehicle in an unreasonably untidy condition or having required additional time or mileage which was not included for in the original booking.

15. No Smoking Policy - hirers should note that in accordance with legal requirements this company operates a policy of no smoking on all company coaches. Would hirers please bring this condition to the attention of all passengers intending to travel on the coach.

16. Airport or Ferry Transfers - On collecting passengers from airports, ferry ports, etc., the coach will wait for one hour after the prearranged collection time free of charge. After that additional waiting time will be charged at the discretion of the company.

17. Acceptance of Our Quotation - implies acceptance of the above conditions.

18. Complaints - in the event of a complaint about the company's services, the hirer should request a solution at the time by seeking assistance from the driver or from the company. Complaints should be submitted in writing and within 7 days of the completion of the hire. The company will acknowledge all complaints within 14 days and provide a full response with 28 days of receipt.

