

Conditions of Hire

The Road Traffic Act 1960 and other statutory provisions relate to the hiring of the vehicle. It's use and the conveyance and behaviour of the passengers. The Hirer undertakes to comply with all laws and regulations relating to contract operations. The Hirer also undertakes to comply with the provisions of the Public Passengers Vehicles Act 1981, SS24 and 25 and of the Public Service Vehicles (conduct of Drivers, Inspectors, Conductors and Passengers) Regs. 1990, SI 1990/1020. - **All regulations relating to driver's hours and rest periods must be complied with.**

No vehicle may carry passengers in excess of the authorised seating capacity. Each passenger must occupy 1 seat. In the case of babies, a baby seat must be used and properly secured to the coach seat, by the parent or guardian of the child concerned. Booster seats must also be used for all younger children. Persons under sixteen must wear seat belts provided. The carriage of animals (with the exception of assistance dogs) is strictly prohibited.

Drinking of alcohol or Smoking is not permitted on Company vehicles.

The driver is responsible for the safety of his vehicle and passengers, and must be allowed to decide what conduct and behaviour is permissible. The driver can refuse to carry any passenger whom he has reason to believe is under the influence of alcohol or drugs. The driver, or any employee of the Company, has the right to stop the vehicle and remove any passenger causing nuisance to other passengers or behaving in an anti-social manner. If necessary the police will be called to assist at such an incident. The Hirer will defray the cost of making good and damage done to the vehicle by the passengers.

The vehicle must only be used by the Hirer and may not be sub-let with out the Company's prior written consent.

The Company accepts no responsibility for the non-observance of any alterations to the hiring arrangements unless agreed to and confirmed in writing by the Company beforehand.

The Company does not guarantee to complete and journey in any given time, and apart from cover conferred by the compulsory statutory insurance against third party risks as required by S.151 Road Traffic Act 1960 and S.148, The Road Traffic Act 1972 and other statutory provisions relating to compulsory statutory insurance. The Company does not accept responsibility for any loss, damage, inconvenience, injury or death arising from any accident, breakdown or delay attributable to reasons beyond the control of the Company.

According to the type of vehicle hired, there may be room for reasonable amounts of baggage and equipment, which will be carried at the discretion of the driver. All items are carried at the owner's risk and the Company will not normally be responsible for loss or damage. – It is advisable to discuss luggage requirements prior to travel.

All lost property items are deposited at the Company Office to which all enquiries should be addressed. It is not the Company's responsibility to return items of lost property these must be collected by the Hirer. Proof of ownership may be required at the discretion of the Company.

The Company reserves the right to substitute any vehicle from our fleet for that specified as operational circumstances dictate; or if necessary those of another operator for its own to carry out a journey.

No unauthorised bill, placard or poster may be displayed on any vehicle. - Eating is not permitted on Company vehicles without prior permission from the Company.

In the event of a national Emergency, strike, or any such reason beyond the control of the Company, the Company reserves the right to cancel any booking and to refund any monies paid without prior further obligation.

The Sporting Events (Control of Alcohol) Act 1985 S.1 makes it an offence to carry alcohol on a public service vehicle to or from a designated sporting event in England and Wales. Details of such are events are available from the Company Office. Alcohol may be carried on other hires only with the prior permission of the Company at the driver's discretion. - When permission is granted, in order to comply with legal weight limits, the carriage of beers, wines and spirits is limited to a maximum of two cases per passenger. This will be further restricted if other luggage is carried, please seek advise prior to travel.

Payment: Normally a deposit of 25% must be paid to make and confirm a booking. In certain circumstances the Company will accept confirmation of a booking up on written instruction from the client. When this applies the Client must fully understand and accept that normal cancellation charges will apply. - ***The full balance of payment for each booking becomes payable fourteen days prior to travel.***

Cancellation Fees: In the event of a cancellation the following scale applies (percentages are of the total booking fee) – up to 14 days before travel 25%, fourteen to seven days 50% and less than seven days 100%. Please note: - Cancellations must be made in writing and sent to the Company by FAX. 020 8889 4904 or email (travel@hbgtravel.co.uk) - quoting your booking reference number.

Please contact the Company if you have any query regarding these Conditions of Hire or if you require further information.