

EDDIE BROWN
TERMS & CONDITIONS OF PRIVATE HIRE – AUGUST 2011

- 1 Application** – These conditions apply whether or not a contract of carriage has been entered into as a result of a quotation being offered and accepted or whether a contract has been made verbally or in writing. The Hirer contracts with Eddie Brown Tours (“the Company”) upon behalf of the Hirer and as an agent for all passengers travelling upon the vehicle. The Hirer expressly warrants that he/she has the full authority of all passengers to enter into this contract upon their behalf and to accept these Terms and Conditions of Private Hire. The Hirer shall indemnify the Company against any loss, claim damage, award or settlement which may be made against the Company in excess of the exclusions and limitations of liability contained in these Terms and Conditions of Private Hire as a consequence of any lack of authority upon the part of the Hirer to enter into this contract.
- 2** Where a copy of these conditions has been given to the hirer at any time, or the hirer has been advised verbally of all significant terms, making a booking will be deemed to signify acceptance of them. Where a hirer makes a booking before receiving these conditions and without being advised verbally of all significant terms, the hirer may cancel the contract without liability to the operator within 48 hours of receiving these conditions. Otherwise, the hirer will be deemed to accept these conditions.
- 3 Quotations**

 - a)** Quotations are given on the basis of the most direct route and on the information given by the Hirer. The route used will be at the discretion of the Company unless the Hirer has requested a particular route, which will be specified as part of the Private Hire Confirmation Letter.
 - b)** All quotations are given subject to the Company having available a vehicle suiting the Hirer’s requirements at the time of acceptance of the quotation.
 - c)** Quotations are valid for 28 days from date of issue unless some other period is specified.
 - d)** Unless otherwise stated admission charges, meals, accommodation, coach parking and administration charges are not included in the quoted price.
- 3 Use of vehicle** – Unless confirmed in writing by the Company the vehicle should not be assumed to remain at any point between the outward and return journeys nor to remain available for the hirer’s incidental use when parked at such points.
- 4 Driver’s hours and rest periods regulations** – The hours agreed with the operation of any hire must be strictly observed (other than in the case of serious emergency or diversion) so that current regulations governing drivers’ hours and rest periods can be complied with. The Company reserves the right to curtail or otherwise alter any hire, which does not comply with the relevant regulations. If any breach does occur as a direct result of the hirer or his passengers actions then we reserve the right to pass on any additional costs incurred.
- 5 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.
- 6 Animals** – On a Private Hire, no animal (except guide dogs notified to the Company in advance) may be carried on any vehicle without the prior written agreement of the Company.
- 7 Confirmation** – Normally written confirmation by the Company is the only basis for the acceptance of a hiring or for a subsequent alteration to its terms. Any acceptance forms relating to bookings should be signed and returned to the Company by the hirer.
- 8 Payment** – Any requested deposit must be paid by the date stated. Payment in full must be made 14 days from receipt of the invoice for existing clients. For new clients payment in full must be made 7 days prior to the hire date unless any other terms have been confirmed by the operator. The Company reserves the right to add interest at a rate of 2% above the Bank of England lending rate per calendar month on overdue payments. Please make all cheques payable to ‘Eddie Brown Tours’. Please note we make a charge of 2.5% for the processing of payments by Credit cards, however we do not charge for payment by debit card. We do not accept American Express.
- 9 Cancellation by Hirer** – In the event of cancellation by the Hirer the Company reserves the right to retain any deposit. The Hirer shall be liable to the Company for any losses incurred by the operator as a result of the cancellation or part cancellation but not exceeding the full cost of the hiring. **In the event of a cancellation, this must be made in writing, and the following charges will apply:- a) Cancellation 10 days or more before departure date – no charge b) 6-9 days = 10% c) 3-5 days = 25% d) 1-2 days = 90% of the hire charge e) Same day = 100% of the hire charge. f) Cancellation upon arrival of coach at departure point – a charge will be made based on time and mileage involved, subject to a minimum of 85% of the hire charge. Cancellation after departure – 100% of the hire charge. g) Accommodation, meals, theatre tickets etc – the Hirer will be charged by the Company such a sum as the Company has to pay for the services. h) Cancellation due to inclement weather conditions will be charged as above.**
- 10 Cancellation by the Company** – In the event of any emergency, riot, civil commotion, strike, lock out, stoppage or restraint of labour or on the happening of any event over which the Company has no control (including adverse weather and road conditions) or force majeure or of any action by the hirer to vary agreed conditions unilaterally the Company may by returning all money paid and without further or other liability cancel the contract.
- 11 Route and time variation** – Should a vehicle be detained by the hirer or taken on a longer journey than that contracted for the operator reserves the right to make an additional charge commensurate with the costs incurred. During the hiring the driver is the sole judge of the reasonableness of any request for a change of route or time. In any event the vehicle(s) will depart at times agreed with the hirer and the Company will not be liable for any financial loss or injury sustained by any passenger who fails to join a vehicle at the appointed time.
- 12 Substitution** – The operator reserves the right to provide a larger vehicle than specified at no additional charge unless any extra seats are used. If extra seats are used an additional charge will be made pro rata to the hire charge. The Company reserves the right to substitute other vehicles (including those of other operators) or ancillary facilities for all or part of the hiring subject to such substitutes being of similar quality. Equipment within vehicles (including radios, audio and video cassette players, microphone and public address systems, beverage facilities and toilet facilities) is provided at the discretion of the Company unless the quotation specifies that any such facilities will be available. Whilst every endeavour will be made to comply with the Hirer’s subsequent requests the Company cannot guarantee to meet any such requests.
- 13 Breakdown and Delays** – The Company gives any advice on journey time in good faith but does not guarantee the completion of any journey in any specific time and will not be liable for loss, delay or inconvenience by the actual time of the journey.
- 14 Agency arrangements** – Where the operator hires in vehicles from another operator at the hirer’s request and where the operator arranges ancillary facilities such as meals, accommodation, ferries, admission tickets or any other service provided by another supplier it does so as agent for and on behalf of the hirer. Any terms and conditions imposed by such other suppliers through the operator shall be binding on the hirer as if he had directly contracted for such services.
- 15 Package Travel Regulations** – If the hirer organises other elements of a package in addition to provision of transport, the hirer may be defined as an “organiser” or “retailer” for the purpose of the Package Travel, Package Holidays and Package Tours Regulations 1992 and as such may be required to comply with the provisions of those Regulations. In this instance, the company cannot accept any liability that may be incurred for losses or damage that it would otherwise accept under the terms of those Regulations. The hirer accepts the responsibility for establishing whether they are so defined, and the company cannot accept liability for loss or damage incurred that should have been the responsibility of the hirer if the hirer was the legally defined organiser or retailer. Where eddie brown tours agrees to act as an organiser or retailer, separate conditions of trading relating to its liabilities and responsibilities under the Regulations.
- 16 Passengers’ property** – All vehicles hired by the company are subject to restrictions on carrying luggage for statutory safety reasons. The hirer accepts the driver is the sole judge as to the carriage of passengers’ luggage and its storage. Large bulky items may not be able to be carried, and the hirer should take all steps to notify the company in advance of such requirements. The operator accepts any personal property of the hirer and their passengers on the understanding that it will take all reasonable steps to avoid loss or damage. The hirer should notify the company or the driver if items of exceptional value are to be carried on the vehicle. It is the hirer’s responsibility to minimise risk of loss when property is left unattended. The company’s liability for loss and damage to property, however caused, is limited to £500 per bag, case or package with an overall limit of £1000 (overall claim value) maximum per passenger. It is the responsibility of the hirer to ensure that items over this value are insured separately for loss and damage. The limits in this section do not apply to personal injury claims. All articles of lost property recovered from the vehicle will be held at the Company’s depot at which the vehicle is based and is subject to the Public Service Vehicles (Lost Property) Regulations 1987 (S.1978 No 1684) and the Public Service Vehicles (Lost Property) (Amendment) Regulations 1981 (S.I. 1981 No. 1632).
- 17 Conduct of passengers** – a) The driver is responsible for the safety of the vehicle. Any passenger whose conduct is in breach of statutory regulations may be removed from a vehicle or prevented from boarding on the driver’s authority. The hirer will be responsible for the conduct of passengers and for any damage caused to the vehicle by passengers during the hire. b) Where appropriate, the Hirer should acquaint themselves with the Sporting Events (Control of Alcohol) Act 1985 and current conditions of entry to race courses as laid down by the Race Course Association Ltd.
- 17 Alcohol** – Passengers are not permitted to carry alcohol for consumption on the operator’s vehicles. By agreement between the operator and the hirer, the operator’s appointed staff may serve alcohol to passengers where a license has been obtained for that purpose. **Please note: It is an offence for alcohol to be carried on a public service vehicle used for the purpose of carrying passengers for the whole or part of a journey to or from a sporting event in the United Kingdom. The Company, the hirer and their agents are liable to prosecution if they knowingly cause or permit alcohol to be carried. Heavy penalties may be imposed which can include a prison sentence.**
- 18 Drinks Facilities** - Hot and cold drinks are available on all executive vehicles at an additional cost. Drinks consumed by passengers whilst on board the vehicle are done so at the passenger’s own risk. Passengers must use extreme caution whilst handling hot liquids, the operator will provide lids for all cups. The operator will not be liable for any loss or injury sustained by any passenger whilst handling/consuming drinks on board the vehicle.
- 19 No smoking** – Smoking is not permitted on the operator’s vehicles.
- 20 Complaints** – Any complaint in respect of the operator’s services should be made in writing to the operator’s office within 7 days of the hire date. Written complaints will be acknowledged in writing within 14 days of receipt and a full written reply will be made within 28 days of receipt.
- 21 Notices** – No bill poster or notice is to be displayed on any vehicle without the consent of the operator.
- 22 Surcharges** – The booking price given is based on operating costs at the date of the quotation. When more than 30 days elapse between the hire being booked and its execution, the operator reserves the right to pass on any increases in the cost of fuel or other increased costs resulting from Government action or other factors beyond the Company’s control as a surcharge. No surcharges will be levied within 30 days of departure. On notification of such surcharges, the hirer may cancel the booking with no charge if notified to us in writing within 7 days of receipt of the surcharge, with an exception as in clause 9 section G . The company will not be liable to compensate the hirer should they choose to cancel if the hirer has incurred additional losses through booking any ancillary services separately.
- 23 English Law** – This contract is governed by English Law.