



TERMS AND CONDITIONS

1. **Application** - These terms & conditions apply whether a contract has been made verbally or in writing. The hirer is responsible for the actions and decisions of all passengers on board including all additional costs incurred in performing the contract whether or not they actually travel with the party.
2. **Quotations** – Quotations are given for coach/bus & driver only. Quotations are valid for 7 days unless otherwise notified, a quotation can only be transformed into a booking if we have availability.
3. **Use Of The Vehicle** – The hirer cannot assume the use of the vehicle between outward & return journeys, nor that it will remain at the destination for the hirer's use unless this has been agreed with The Company. The Company reserves the right to levy additional charges for additional mileage or time to that agreed. The charges will be pro rata & in accordance with booking confirmation.
4. **Seating Capacity** –The maximum numbers allowed on the vehicle is indicated on the vehicle. No standing passengers allowed. Drivers will not carry an extra passenger over the seating capacity.
5. **Animals** -Animals will not be carried on any vehicle, except guide dogs.
6. **Payment** –All Monies must be made in full 14 days prior to the hire taking place. All invoices are due for payment 14 days following the invoice date (unless agreed otherwise). Any invoice outstanding beyond this period will be referred to Daniels Silverman Limited and will be subject to a surcharge of 15% plus VAT to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the customer and will be legally enforceable. Any booking with under 9 seats will have a 9 seat plus minibus cater for the journey, therefore VAT is not applicable.
7. **Cancellation By Hirer** –If the hirer wishes to cancel the hire 7 days or more before the hire date a £45.00 administration charge will be levied. If cancelled between 7 and 2 days of the hire date 50% of the cost will be charged. If cancelled 2 days before the hire date or on the day of hire 100% of the cost will be charged.
8. **Cancellation by The Company** –In the event of an emergency or an action by the hirer to vary the agreed conditions, the company may return all monies paid and without further liability and cancel the contract.
9. **Change Of Vehicle** –The Company may provide a larger vehicle than the size hired at no additional charge. The company reserves the right to hire another Coach Operator to cover the hire.
10. **Route** –The route used, unless the hirer has advised of a particular route or places to be passed en-route, which will be specified on the confirmation letter, will be at the discretion of the company and/or the driver. The vehicle will depart at the times agreed by the hirer, and it's the responsibility of the hirer to account for all passengers at those times. The company

will not accept liability for any losses incurred by the passengers who fail to follow instructions given by the hirer.

11. **Breakdown/Delay** –The Company gives advice on journey times in good faith, but does not guarantee the completion of a journey at a specific time, and will NOT be liable for inconvenience or loss caused by breakdown or delay.

12. **Drivers Hours** –The hours of operation of the driver are regulated by the law and the hirer accepts the responsibility of ensuring the hire keeps to the hours and times agreed by the company. Neither the hirer nor any passengers shall delay or otherwise interrupt the journey in such a way that the driver is at risk of breaching regulations relating to drivers hours and duty time. If any breach is likely to occur the hirer will be responsible for any additional costs.

13. **Property** –All vehicles hired are subject to restrictions on carrying luggage for statutory safety reasons & the driver shall be the sole judge as to whether & to what extent passengers' property is carried. The Company will not accept liability for any damage or loss of any property, which belongs to any passengers and is left on a vehicle. Any articles of found property recovered from a vehicle will be held at the depot from where the vehicle is based and may be collected from there.

14. **Insurance** –All hirers and individual passengers are recommended to obtain insurance for those items where, save for negligence, the company's liability is limited (such as delay or luggage).

15. **Conduct of Passengers** –The driver is responsible for the safety of the vehicle. Any passengers whose conduct is in breach of statutory regulations will be removed on the driver's authority. The hirer will be responsible for all damages caused to the vehicle by passengers during the hiring.

16. **Complaints** -must be made within 7 days of the date of hire in writing to the address below or email it to info@southwestminibuses.com SouthWest Minibuses, 19 Knapps Lane, Fishponds Trading Estate Bristol BS5 7UQ No compensation will be paid out from our company for any reason.

17. **Notices** –No bill, poster or notice is to be displayed on any vehicle without prior consent of The Company.

18. **Alcohol** –Under no circumstances May alcoholic drinks be carried on or consumed upon the vehicle without the express permission of the company in writing.

19. **Fouling charge** –In the event of fouling in any of our vehicles a charge of £250.00 will be made for cleaning costs and downtime. if the penalty is paid on the night there will be a £50.00 reduction in cost. Payment must be made in full within five days of the fouling.

20. **Smoking** –All coaches/buses are non-smoking unless otherwise agreed by the company.

21. **Surcharges** –The quotation given is based on operating costs at the date of the quotation. When more than 28 days elapse between the date of the quotation and the date of departure, the company reserve the right to pass on to the hirer any increase in the cost of fuel or any other increased costs resulting from Government action. We reserve the right to charge a valeting charge for any soiling in our vehicles or damages made by the hirer.

22. **English Law** –Orders are only accepted in that the Law of England shall apply to the contract arising from such an order, and to the determination of the rights and liabilities of the respective parties and in that no action or other proceedings shall be brought by either party in relation to such contract except in a Court of competent jurisdiction in England.

23. **Adverse Weather conditions** - If we have severe weather conditions or any red warning alerts, we may cancel the journey due to safety concerns, we will not be liable for any loss incurred or for any inconvenience, and no refund will be given.