

## CONDITIONS OF HIRE -

These are the conditions of hire of Brookline Cars Ltd (herein after called 'the company'). They form the basis of the contract under which the company agrees to hire its vehicles to the customer (herein after called the hirer')

1) 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.

2) Should the vehicle be detained by the hirer, or taken on longer journey than contracted for (but see note 9), the company reserves the right to make a proportionate additional charge.

3) The company does not guarantee to complete any journey in any given time, and it 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.

4) The company will not be responsible for any damage to, or loss of, personal property left in vehicles, however, caused.

5) The company will not accept any liability for damage, injury or loss for any passengers entering or leaving a coach whilst in motion.

6) The company reserve 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.

7) The company reserves the right to substitute other operators' vehicles in place of its own for any journey or part thereof.

8) The balance of the hire charge is payable at least fourteen days prior to the date of hire, unless other payment terms are stated overleaf. (The company reserves the right to decline to execute any work when the foregoing conditions have not been adhered to). Payments made by Credit/Debit card are subject to our standard handling charge.

9) No passengers may be carried in excess of the seating capability of the vehicle. A child counts as a passenger. Passengers should be aware that the seat belts provided should be worn at all times.

10) **DRIVERS HOURS REGULATIONS.** The hirer undertakes to abide by all statutory requirements and regulations, which may in any way effect the journey in question. Drivers are familiar with these regulations and whilst they will conform to any reasonable request made by members of the party (as to the reasonableness of any request that the driver alone shall be the judge), they will, as far as possible, depart from the destination or intermediate stopping places at 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, damage or injury arising from failure to convey any such members of the party

11) The company's private hire vehicles are constructed and adapted to transport seated passengers only, and standing on seats or use of roofs for viewing races etc., is not permitted. The actual hirer will be held 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 members(s) of the party.

12) The company reserves the right to charge a cancellation fee for any cancellation within thirty days of the date of hire. This fee shall not exceed the total hire charge quoted at the time of booking. This will include cancellation due to inclement weather conditions. This fee is detailed below and is a percentage of the quoted price.

<b>Notice Given</b>	<b>Charge</b>
30 Days or More	No Charge
30-14 days	25%
14-7 days	50%
7-3 days	75%
Less than 48 hours	100%

13) Consumption and or carrying of alcohol in the passenger compartment of Company vehicles are strictly forbidden.

14) The company reserves the right to insist upon a returnable additional 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 hirers, or his/her passenger's actions.

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

16) Hirers should note that this company operates a policy of **NO SMOKING** in all company vehicles. Should the hirer require smoking to be allowed during his/her journey please notify the company in advance so that arrangements can be made otherwise the smoking ban will be strictly enforced, would hirers please bring this condition to the attention of all passengers intending to travel in any vehicle.

17) **Transfers.** On collection of passengers from airports, ferry ports, etc. the vehicle hired will wait for one hour after the prearranged time free of charge. After that additional waiting time will be charged at the discretion of the company.

18) Acceptance of our quotation implies acceptance of the above conditions.

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