

HAMS TRAVEL CONDITIONS OF PRIVATE HIRE

1. APPLICATIONS

These conditions apply whether a contract has been made verbally or in writing. The hirer acts on behalf of all passengers travelling on the vehicles.

2. QUOTATIONS

Quotations are given on the basis of the most direct route and on information given by the hirer. The route used will be at the discretion of the company unless it has been particularly specified by the hirer in which case it will be clearly shown on the confirmation. Quotations are only valid for 28 days.

3. USE OF VEHICLE

The hirer cannot assume use of the vehicle between outward and return journeys, nor remain at the destination for the hirers use unless this has been agreed by the company in advance.

4. ROUTE AND TIME VARIATION

The company reserves the right to levy additional charges for additional mileage or time than that agreed. The charges will be at a rate of £50.00 per hour of waiting time pro rata.

5. SEATING CAPACITY

The company will, agree and specify the legal seating capacity of the vehicle supplied. The hirer must not load the vehicle beyond its capacity.

6. DRIVERS HOURS

Law regulates the hours of operation for the driver, and the hirer accepts the responsibility of ensuring the hirer keeps to the hours and times agreed by the company. Neither the hirer or any passenger or otherwise interrupt the journey in such a way that the driver is at risk of breaching any regulations relating to driving hours and duty time.

7. CONVEYANCE OF ANIMALS

On private hires, no animals (other than assistance dogs) may be carried on any company vehicle without prior agreement from the company.

8. PAYMENT

For new clients only: A deposit of 20% of the total cost. The outstanding balance must be paid 14 days prior to the start of the hire unless agreed with the company in advance.

Existing clients: Full payment 14 days prior to date of travel

9. CLEANLINESS AND HYGEINE

Hams Travel reserves the right to charge the hirer a cleaning fee of £100.00 should the vehicle be left in an unusable state after the hire has commenced. Consumption of alcohol is not permitted on-board the vehicles and the company reserve the right to refuse travel to passengers who are heavily influenced and may cause distraction to the driver.

10. PERSONAL PROPERTY

Hams Travel accepts no liability for lost or damaged property. Any lost items must be collected from the depot in Flimwell.

9. CANCELLATION BY THE HIRER

If the hirer wishes to cancel any agreement, the following scale of charges will apply in relation to the total hire charge.

- . Arrival of coach at departure point – 100%
- . Day of hire or 1 day prior – 100%
- .2 days – 50%
- .3-5 days – 35%
- .6 – 9 days – 25%

10 CANCELLATION BY THE COMPANY

In the event of an emergency, riot, civil commotion, strike, lock out, stoppage or restraint of labour or any event over which the company has no control including severe weather conditions all money paid will be returned without further or other liability, cancel of contract.

11. BREAKDOWNS AND DELAYS

The company gives its advice on journey time in good faith. However as a result of breakdown or traffic congestion, or any 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.

12. COMPLAINTS

In the event of a complaint about the company's services, the hirer should endeavour to seek a solution at the time by seeking assistance from the driver or from the company. If this has not provide a remedy, complaints should be submitted in writing and within 14 days of termination date of hire. The company will endeavour to find a resolution to the complaint within 14 days of receipt of complaint.