



Private Hire Terms & Conditions

These are the conditions of hire of Tripable Ltd, (hereinafter called “the company”). They form the basis of the contract under which the company agrees to hire its vehicles to the customer (hereinafter called “the hirer”).

1. Breakdown and Delays

The company gives its advice on journey time in good faith. However, because 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. Liability for Injury

The company will not accept any liability for damage, injury or loss for any passenger standing up or walking around the vehicle whilst in motion.

3. Supplying Coaches with Additional Seating Capacity

The company reserves 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. If you must have the size of vehicle you requested, please let us know at the time of booking as this may affect your quote.

4. Use of the Vehicle

The hirer cannot assume the use of the vehicle between outward and return journeys, nor that will it remain at the destination of the hirer’s use unless this has been agreed with the company in advance.

5. The Use of Other Operators Vehicles

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

6. Payment Terms

The deposit for hires is £100 per vehicle per day payable at booking confirmation. The balance of the hire charge is payable 10 days prior to the date of travel unless other payment terms are agreed as stated overleaf. The company reserves the right to decline to execute any work when the foregoing condition has not been adhered to, in which case the deposit becomes forfeitable by the hirer to the company.

7. Passenger Capacity and Seat Belts

No passenger may be carried in excess of the seating capacity of the vehicle and passengers must wear the seat belts provided at all times.

8. Drivers hour's regulations

The hours of operation for the driver are regulated by UK law and the hirer accepts the responsibility of ensuring the hirer keeps to the hours and times agreed by the Company. Neither the hirer nor any passenger shall delay or otherwise interrupt the journey in such a way that the driver is at risk of breaching regulations relating to driving hours and duty time. If any breach is likely to occur, the hirer will be responsible for any additional costs incurred unless it is outside the control of the hirer.

9. Conduct of Passengers:

- a) The driver is responsible for the safety of the vehicle at all times and as such may remove any passenger(s) whose behaviour prejudices safety or is in breach of the Public Service Vehicle (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990. These regulations set out certain rights and responsibilities on all parties and full details of these can be obtained from the company on request. The hirer is responsible for any damage caused to the vehicle by any passenger.
- b) Where the hire is to a sporting event, the hirer should be aware of the legal requirements relating to alcohol, contained in the Sporting Events (Control of Alcohol) Act 1985, (as amended) and the conditions of entry to racecourses as laid down by the Racecourse Association Ltd. The company will provide details of these restrictions on request.
- c) The consumption and or carrying of alcohol in the passenger compartment of company vehicles is strictly forbidden unless permission has been obtained from the company.

10. Cancellation by The Hirer

- a) For Cancellation more than 10 days prior to the first day of the hire – the cancellation charge to the hirer is loss of deposit per vehicle per day of hire (£100).
- b) For Cancellation less than 10 days prior to the first day of the hire – the cancellation charge to the hirer is 100% of the total hire charge.
- c) For Cancellation on the day, after the vehicle has left our premises – the cancellation charge to the hirer is 100% of the total hire charge.
- d) Upon cancellation the hirer will also be liable to pay for any additional items or services that have been bought and paid for on behalf of the hirer in advance of the hire. For example, ferry services, theatre tickets, meals, parking permits, accommodation and guide services etc. Every effort will be made by the company to reduce this liability however all non-retrievable charges will be the responsibility of the hirer.

11. Returnable Additional Deposits

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 nonadditional expenses or damage were incurred by the company which were a direct result of the hirers, or passenger actions.

12. Additional Charges

The company reserve the right to impose additional charges on the hirer following completion of the hire if the passengers have left the vehicle in an unreasonably untidy condition, there has been any damage requiring additional time or mileage which was not included for in the original booking.

13. No smoking policy

Hirers should note that this company operates a policy of no smoking on all company vehicles. This policy will be strictly enforced. All hirers are responsible for bringing this to the attention of all passengers who travel on the coach.

14. Airport or Ferry Transfers

On collecting passengers from airports, ferry ports, etc., the coach will wait for one hour after the prearranged collection time free of charge. After that additional waiting time will be charged at the discretion of the company. The company reserves the right to alter collection times based on the flight/ferry arrival times.

15. Passengers' Property and Lost Property

- a) All vehicles hired by the company are subject to restrictions on carrying luggage for statutory safety reasons. Large bulky items may not be able to be carried and the hirer should take all steps to notify the company in advance of the hire of such requirements.
- b) The company 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 prior to booking. It is the hirer's responsibility to minimise risk of loss when property is left unattended.
- c) The company will not be responsible for any damage to, or loss of, personal property left in vehicles, howsoever caused.
- d) All articles of lost property recovered from the vehicle will be held at the company's premises and will be subject to the current Public Service Vehicle (Lost Property) Regulations.

16. Acceptance of Our Quotation

Signing and returning the quotation acceptance implies acceptance of our terms and conditions but does not accept liability from either party until the company sends a booking confirmation to the hirer.

17. Complaints

In the event of 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 by calling our support staff on 0121 326 4994. If this has not provided a remedy, complaints should be submitted in writing and within 14 days of the end of the hire. The company shall reply to any complaints within 48 hours of receipt of same. Please contact our Transport Manager by calling 0121 326 4994 or by emailing us at; hello@tripable.co.uk.

18. The Implications of Brexit

Following the UK's exit from the European Union on Friday 29th March 2019, this action may result in increased disruption to travel in Europe and/or it may affect and increase our costs of operating private coach hires outside the UK. Therefore If, where and when this occurs, we must reserve the right to increase coach hire rates that were agreed prior to the above date, in accordance with our increased costs; or indeed decline hires if satisfactory travel arrangements and regulations for passengers are not clearly in place.

19. Price Adjustment Clause

Pricing adjustment events. The company reserves the right to review and charge new pricing of confirmed hires if the company can reasonably demonstrate market driven material cost fluctuations such as, but not limited to, fuel or national minimum wage despite the companies' reasonable efforts to reduce or eliminate such price fluctuations (each, a "Pricing adjustment event")

Upon such request by the company, the company shall promptly deliver to the hirer such documentation as reasonably required by the hirer, consistent with best practice, to verify and purported cost increase related to the pricing adjustment event.

Within 3 working days of such a request and the parties' receipt of reasonably sufficient verification demonstrating an actual associated price increase has been incurred in respect of the particular Pricing Adjustment Event, the parties shall in good faith review the impact of such unforeseen circumstances and if appropriate, agree on updated pricing solely to reflect the allocation of any agreed upon price increases resulting directly from the particular Pricing Adjustment Event, which shall be implemented on the date agreed by the parties.

On the day any new pricing is implemented, the company will, to reflect the new agreed pricing, invoice or credit the hirer for such adjustment, as applicable.