

HIRING TERMS AND CONDITIONS FOR WHEELERS TRAVEL LTD

APPLICATION These conditions apply whether a contract is made verbally or in writing. The hirer contracts the Company upon behalf of the Hirer and all passengers traveling on the vehicle. The Hirer warrants that he has full authority of all passengers to enter into the contract on their behalf and to accept these Conditions of 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 the Conditions of Hire as a consequence of any lack of authority upon the part of the hirer to enter into this contract.

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.
b) All quotations are given subject to the Company having available a vehicle suiting the Hirers requirements at the time of acceptance of this quotation. c) Quotations are valid for 28 days from issue unless some other period is specified.
d) Unless otherwise stated admission charges and coach parking charges are not included in the quoted price and the Hirer agrees to pay such charges.

USE OF VEHICLE Unless confirmed in writing by the company, the vehicle should not be assumed to remain at any point between the outward journey and return journey nor to remain available for the Hirers incidental use when parked at such points.

ROUTE AND TIME VARIATION a) should a vehicle be detained by the Hirer or taken on a longer journey than that contracted for, the Company reserves the right to make an additional charge pro rata to the price.
b) The vehicle will depart at the times agreed with the Hirer and the Company will not be liable for any loss or injury sustained by any passenger who fails to join a vehicle at the appointed time.

DRIVERS HOUR AND REST PERIOD REGULATIONS the hours agreed with the Operator for the operation of any hire must be strictly observed (other than in the case of a serious emergency or diversion) so that regulations governing driver's hours and rest periods can be complied with. The operator reserves the right to curtail or otherwise alter any hire which does not comply with relevant regulation. Neither the Hirer nor any passengers shall delay the departure of a vehicle or otherwise interrupt a journey so putting the driver at risk of breaching the regulations relating to drivers hours of work and duty. The Hirer will indemnify the company against any extra expenses or charges which the company may incur including, but not limiting to the cost of providing a replacement driver.

SEATING CAPACITY The Hirer must not load any vehicle beyond the number of passengers which it is legally permitted to carry. All luggages must be stowed only in areas designated by the Company.

CONVEYANCE OF ANIMALS On a private hire, no animals (other than guide dogs and hearing dogs notified to the Company in advance) may be carried on any vehicle without prior written agreement from the Company.

CONFIRMATION Normally, written confirmation by the Company is the only basis for the acceptance of hiring or for subsequent alteration to its terms.

PAYMENT (NON ACCOUNT CUSTOMERS) Full payment must be received by the Company at least 14 days prior to the date of hire, unless the Company has agreed to a variation on this condition. The Company reserves the right to cancel any booking and withhold any deposit moneys paid if the payment conditions are not met.

PAYMENT. (ACCOUNT CUSTOMERS) To confirm a hire all account customers must send by post or facsimile, a written confirmation of each hire, signed by the person with purchasing authority. Payment of the account will become due 30 days following the date of invoice. The company reserves the right to charge interest on all sums which may at any time be overdue for payment in terms of the contract (from the time such sums become due for payment until such sums have been paid to the company in full at 4% above the Company's bankers base lending rate. Such interest shall be calculated daily and charged monthly by the company and be paid by the customer on demand to the company.

OVERDUE ACCOUNTS Any account not settled by the due time will result in an interest charge of 5% per month being added to the invoice that remains outstanding.

CANCELLATION BY HIRER

a) Should the Hirer wish to cancel any agreement, the following scale charges shall apply in relation to the total hire charge DAYS PRIOR TO COACH TRAVEL CANCELLATION CHARGE?

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| 14 days or more | 20% of hire |
| 9 - 13 days | 35% of hire |
| 6-9 days | 50% of hire |
| 3-5 days | 60% of hire |
| 1-2 days | 80% of hire |
| Day of hire-arrival of coach/ after departure | 100% of hire |

b) The cost of accommodation, meals and theatre tickets and any other tickets for events which have already been purchased by the Company at the request of the Hirer will be charged to the Hirer, plus any administration charges.

c) Cancellation due to inclement weather conditions will be charged as above.

d) Theatre tickets and any other tickets for Events once purchased are not refundable and must be paid for in full.

CANCELLATION BY THE COMPANY In the event of any emergency, riot, civic 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 in the event of the Hirer taking any action to vary agreed conditions unilaterally, the Company may, by returning all money paid and without further or other liability, cancel the contract.

VEHICLES TO BE PROVIDED a) the Company reserves the right to provide a vehicle larger than that specified at no additional charges unless any extra seats are used if any extra seats are used an additional charge will be made pro-rata to the hire charge. The Company reserves the right to provide more than the number of vehicles specified at no additional charge unless any extra seats are used. b) 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 at least equivalent quality. (c) Equipment within the vehicles (including radios, audio and video cassette players, microphone and public address systems, beverage facilities are provided at the discretion of the Company unless the quotation specifies that any such facilities are available. Whilst every Endeavour will be made to comply with the Hirers subsequent request, the Company cannot guarantee to meet any such request.

BREAKDOWN AND DELAYS The Company gives its advice on journey times in good faith and does not guarantee the completion

of any journey in any specific time and will not be liable for loss or inconvenience caused by the actual journey time.

AGENCY ARRANGEMENTS Where the Company hires in vehicles from other operators at the request of the Hirer and where the Operator arranges ancillary facilities such as meals, accommodation, ferries, admission tickets or any other services 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 Company shall be binding on the Hirer as if he had directly contracted such services.

PERSONAL EFFECTS (a) The Hirer does not carry the same as bailee but such luggage or effect remain at the sole risk of the passengers concerned and the Company shall not be liable for any loss or damage to such baggage or effects of whatsoever nature and howsoever caused including negligence. (b) Notwithstanding the above, should it be held by any court of law that the Company becomes bailee of the luggage and effect then the company's liability for loss and damage of whatsoever nature and howsoever caused, including negligence shall be limited to the luggage or the sum of £50 per bag, case or package whichever shall be the lesser. (d) The Company does not accept the liability for any damage to or loss of any property recovered from the vehicle and will be held at the Company's depot at which the vehicle is based and will be subject to the current Public Service Vehicle (lost property) Regulations.

CONDUCT OF PASSENGERS The driver is responsible for the safety of the vehicle. Any passenger whose conduct is in breach of statutory regulations may be removed from the 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 during the hire. The Public Service Vehicle Conduct of Drivers, Inspectors, Conductors and Passengers Regulation 1990 apply. Where appropriate Hirers should acquaint themselves with the Sporting Events (Control of Alcohol) Act 1985 and Criminal Justice (Scotland) Act in addition to the current conditions of entry to race courses as lay down by the Race Course Association Ltd.

COMPLAINTS Any complaints in respect of the Company's services should be made in writing to the Company's

NOTICES office within 14 days. No bill, poster or notice to be displayed on any vehicle without the written

consent of the Company.

REFRESHMENTS AND ALCOHOLIC DRINKS Other than on a vehicle fitted expressly for that purpose, food (except confectionery) and drink (including alcoholic beverages) may not be consumed on the vehicle without the written consent of the Company.

SURCHARGES The quotation given is based on the operating cost at the date of the quotation and, when more than 28 days elapse between the date of the quotation and the date of the departure, the Government action or other factors beyond the Company's control.

AIRPORT TRANSFERS All bookings will be confirmed with departure dates, times etc. It is your responsibility to ensure that the dates and timings are correct. Subsequent flight time or date changes are possible *provided* sufficient notice is given and the subsequent changes can be accommodated within the vehicle's schedule. Prior to departing to collect you, confirmed flight arrival times are gained from the appropriate airline as to establish your return flight time. Once a time has been confirmed by your airline, a period of 60 minutes is then allowed from your arrival time to enable you to clear customs. Any further or subsequent delays for whatsoever reason will be charged at the rate of £25 per hour or pro-rata for part hours. This price includes any additional car parking fees when required. NOTE all payments for waiting time will be invoiced separately and if necessary you will be requested to verify any delay with *your* signature. IMPORTANT when the vehicle returns to collect, it must check into the coach park at the airport. It is then released by airport staff to meet you outside the arrivals terminal at the airport but the *driver* is not permitted to leave the vehicle in order to search for any missing clients. Should you have any problem locating your vehicle then please report to the information desk or coach steward who are able to contact the coach park and confirm his location.

WAITING TIME the total cost of transportation quoted is based upon the agreed departure time being the time the vehicle is ready to leave. Any delays for whatsoever reason will be charged at the rate of £25 per hour or pro rata for part hours. Your attention is drawn to ensuring that the vehicle departs at the agreed time as any additional is charged to the group/tour leader or organizer.

DROP OFFS The total cost of the transportation quoted is based upon the agreed drop off points. Additional drop off points can be accommodated but will be charged as a separate item, normally at the rate of £5 per drop within the locality of other drops. Additional drops will be charged to the group/tour leader or organiser.

CLEANING The Company reserves the right to make a charge for any additional cleaning that is necessary due to chewing gum or sweets placed on seats or on the carpet curtains, the spillage of drinks or the removal of vomit in all cases except on normal travel sickness. THE MINIMUM CHARGES WILL BE £50 AND THE MAXIMUM CHARGE. THE COST OF REINSTATEMENT.

DAMAGE Either the group leader, tour organiser or the person named on the confirmation will be held responsible for reimbursement for all damaged occasioned either to the vehicle, its fixings and or accessories. All claims for damages will be invoiced subsequent to the date of travel. Please be aware that Wheelers Travel Ltd will report all cases of criminal damage to the police.

CAR PARKING/ ENTRANCE FEES all prices quoted EXCLUDE all parking or entrance fees unless specifically confirmed in writing. The Hirer is responsible for the payment of all such fees on the day of hire and the appropriate body.

PLEASE NOTE THAT WHEELERS TRAVEL LTD HAS A NON SMOKING POLICY ON ANY OF ITS VEHICLES IS IMPLEMENTED WITH PASSENGER COMFORT AND SAFETY AN UPPERMOST PRIORITY THEREFORE YOUR COMPLIANCE IS VERY MUCH APPRECIATED.

THANK YOU FOR USING WHEELERS TRAVEL LTD ON THIS OCCASION AND WE VERY MUCH HOPE THAT YOU ENJOY YOUR TRIP.