

Hornsby Travel Vintage Coach "Barbara" Terms and Conditions of Private Hire

TERMS

1. Operator. The Operator is Hornsby Travel Services Ltd (here after named Hornsby's) , a company registered in England (Company number 1490282). Address 51 Ashby High Street, Scunthorpe, North Lincolnshire, DN16 2NB.
2. Hirer. A person or company hiring a Hornsby's for a private function.
3. Private Hire. The booking of a Hornsby's for a private function.
4. Contract. The details contained within the Confirmation of Booking for the Private Hire agreed between the Operator and the Hirer for a private function aboard a Hornsby's together with these Terms and Conditions of Private Hire.
5. Driver. A suitably qualified person, employed by the Operator to drive a Hornsby's Bus for private functions.
6. Passenger. Persons invited by the Hirer to a private function on board a Hornsby's bus or coach
7. Vehicle. A Hornsby's Bus or Coach supplied by the Operator for a private function.
8. 'Barbara'. Reference to our 1948 Bedford OB Vintage Coach.

GENERAL CONDITIONS

1. Quotations. All quotations are given in writing subject to the Operator having a suitable vehicle available at the time the Hirer requests. Quotations are valid for 28 days unless otherwise stated.
2. VAT. No VAT is chargeable on Private Bus Hire.
3. Deposit. On acceptance of the Quotation a non-returnable Deposit is required. To secure your Booking for a bus or buses for a booking the deposit is 50% of your Quotation.
4. Confirmation of Booking. Receipt and acceptance by the Operator of the Deposit (or full payment if within 14 days of hire) secures the booking. The Operator will issue a written Confirmation of Booking, by e-mail or letter, which will include full details of the agreed hire and initiate the Contract with the Hirer. The Hirer should check the details of this Confirmation of Booking and notify the Operator immediately of any error or change requested. Private Hire is not confirmed until the Hirer is in receipt of a Confirmation of Booking from the Operator.
5. Age restrictions. All hirer's must be over 18. Any person wishing to hire a bus, who is under 18, should ask an adult to make the booking on their behalf
6. Balance of Payment. The Balance of Payment is due 14 days before the date of Private Hire unless the Operator has agreed in writing to vary the condition.
7. Drivers' Periods of Work. The hours and driving periods of each Driver are strictly controlled by law. A Driver's work is planned to comply with the regulations based on the agreed details of hire within the Confirmation of Booking. The Hirer should be aware that it may not be possible to vary these details at short notice.
8. Advance Variation of Hire. The Operator will endeavour to accommodate any requests to amend the Confirmation of Booking made in advance. Amendments accepted will be subject to Driver's Periods of Work and may be subject to additional charges. A new Confirmation of Booking will be issued for all accepted Advance Variations of Hire. If the Hirer seeks an Advance Variation of Hire which the Operator deems unreasonable or which cannot be agreed, the Operator may cancel the Private Hire in accordance with Cancellation by Operator below.
9. Last Minute Variation of Hire. Where a variation to the agreed Confirmation of Booking is requested on the day of Private Hire the Driver must always comply with the regulations. The Driver's decision to agree to or decline changes to the Confirmation of Booking is final. If the

- Vehicle is detained by the Hirer or used for a longer journey than detailed in the Confirmation of Booking, the Operator will make an additional charge commensurate with the additional time and mileage.
10. **Departure Times.** The Driver will depart as scheduled in the Confirmation of Booking. No liability will be accepted arising from the failure of any Passenger to board the Vehicle by the scheduled agreed departure time.
 11. **Route of Vehicle.** Unless agreed in the Confirmation of Booking, the route taken by the Driver of the Vehicle will be determined by the Operator. Unless stated in the Confirmation of Booking the Hirer should not assume that the Vehicle will remain at the destination until the time scheduled for the return journey.
 12. **Cancellation by Operator.** In the event of an emergency or other unforeseen circumstance which prevents the Private Hire, the Operator may return all monies paid and, without further liability, cancel the Contract. The Operator will make all reasonable efforts to fulfil the Contract using alternative vehicles or drivers in consultation with the Hirer wherever possible.
 13. **Seating Capacity.** Under no circumstance will the Driver carry any Passengers in excess of the marked carrying capacity of the Vehicle. No standing Passengers will be carried except in an emergency. Capacity of 'Barbara' is 24 passengers.
 14. **Passenger Conduct.** The Driver is responsible for the safety of the Vehicle and the Passengers. Their instructions must be complied with at all times. Any Passenger whose conduct is in breach of the statutory regulations will be asked to leave the Vehicle and may be removed on the authority of the Driver. The Hirer will be responsible for any damage caused to the vehicle by any Passenger.
 15. **Children** shall be carried in accordance with the provisions of the relevant regulations. Children under the age of 12 must be supervised at all times by a competent adult and must be seated whilst the Vehicle is in motion. The Company accepts no responsibility for any injury to a child due to failure to comply with this Condition.
 16. **Alcohol.** Alcoholic drinks may not be carried in or consumed on the Vehicle.
 17. **Smoking & Vaping.** Government legislation is that no smoking or vaping is allowed on the Vehicle.
 18. **Animals.** Animals, except Guide or Assistance Dogs, will not be carried on the Vehicle.
 19. **Personal Property.** The Operator will not accept any liability for any damage to or loss of Passenger's Personal Property which is left on the Vehicle. Any Personal Property found and recovered from a Vehicle will be held by the Operator. Collection of claimed Personal Property must be arranged with the Operator.
 20. **Complaints.** Any Complaint should be made to the Operator in writing within 10 working days of the Private Hire. The Complaint will be acknowledged by the Operator within 10 working days and the Operator will aim to resolve any Complaint within 28 days of receipt.
 21. All Confirmation of Bookings for Private Hire and these Terms and Conditions should be interpreted subject to English Law. Any waiver by the Operator of any right under these Terms and Conditions shall not prejudice exercise of that, or any other right.

'BARBARA' SPECIFIC CONDITIONS

1. **Substitution of Vehicle.** In the unlikely event that 'Barbara' is unable to complete the booking due to mechanical failure, accident or any other cause whatsoever, we reserve the right to substitute the bus at short notice. While we will do our utmost to provide a satisfactory alternative, or return any pre-paid deposit or hire charge, no liability will be accepted by us for any consequential loss. We will do our up most to honour your booking but The Operator reserves the right to substitute an alternative modern vehicle if necessary. The Hirer would be notified of this substitution as soon as possible and no additional charge would be made.
2. **Breakdown or Delay.** In view of the nature of the 'Barbara' and local traffic conditions, the Operator cannot guarantee journey times. The Operator will schedule journey times and use its

best endeavours to operate to the schedule agreed in the Confirmation of Booking. The Operator does not guarantee the completion of a journey at a specific time and will not be liable for any inconvenience or loss caused by breakdown or delay.

3. The shortest and most direct reasonably navigable route will be taken by the Vehicle unless otherwise pre-arranged and agreed in writing by the Company. The Company will not guarantee to complete any journey in any given time.
4. No bill, placard or poster may be displayed on the Vehicle without the written consent of the Company.
5. In the event of sickness or spillage within the Vehicle, the Hirer will alert a representative of the Company on board as soon as possible and the Company reserves the right to charge £50 for cleaning each affected area. In addition, if the Company is unable to utilise the Vehicle on its next scheduled hire, an additional charge of £250 will be payable by the Hirer.
6. The Hirer must ensure that access is feasible for a vehicle which in the case of 'Barbara' is 9ft 6 inches by height, 20ft in length and 7ft 6 inches wide. It is the responsibility of the Hirer to ensure access is possible to both pick up and destination. The Company reserves the right to refuse to enter an area where access is likely to cause damage to either vehicle or passengers.
7. Hirers are advised that there are no facilities on our vintage buses to carry large items of luggage, prams, push chairs or wheelchairs. The driver in charge of the vehicle may refuse to carry large items of luggage, prams, push chairs or wheelchairs or any other bulky item or items placed in any gangway, staircase or platform where the carriage of such items is considered by the driver in charge of the vehicle to be a danger or where he or she considers this may compromise the safety of the passengers on the vehicle during its operation or any emergency evacuation connected therewith. If you have passengers with special requirements please contact us before booking and we will discuss if these can be accommodated.

By signing this form you accept the terms and conditions.

Hirer _____ Name (please Print)

_____ Signature

_____ Date signed

Operator _____ Name (please print)

_____ Signature

_____ Date signed