

## Terms & Conditions

Excelsior of Bournemouth (“we”, “our”, and the “Company”) provide the very highest levels of service and as such, we invite you (the “hirer”) to read through our Terms & Conditions before you travel so that you understand your rights and obligations in using one of our vehicles.

### 1. APPLICATION

These Terms and Conditions apply whether a contract has been made verbally or in writing.

The hirer acts on behalf of all passengers travelling on our vehicles. If the hirer is a company, group, or partnership, an individual must be named as a responsible person.

The hirer is responsible for the actions and decisions of all passengers on board including any additional costs which are incurred in performing the contract, whether or not they actually travel with those passengers.

If the hirer is not going to travel with the party, a representative must be nominated and the Company informed prior to the hire taking place. The Company will only accept instruction from the hirer or their nominated representative.

A copy of these Terms & Conditions will be provided to the hirer at the point of making a booking or, by request, at any point prior to booking. Once a booking has been made, the hirer will be deemed to accept the Terms & Conditions.

### 2. QUOTATIONS

Quotations are given on the basis of the information provided 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.

All quotations are given subject to the Company having available a suitable vehicle at the time the hirer accepts the quotation.

Quotations are valid for 28 days from the date of issue unless otherwise notified.

Quotations are given for the coach and driver only. Any additional charges will be separately identified and will be the hirer’s responsibility, unless otherwise specified, including parking, road tolls and accommodation.

Quotations made for hire periods of at least eight weeks may be subject to a fuel surcharge, if there is a significant rise in the net cost of fuel. Where the quotation is made for a hire commencing at least eight weeks after the request, the hirer accepts that there may be a fuel surcharge added to the price of the hire if there is a significant rise in the net cost of fuel.

If the net cost of fuel increases significantly after making a booking, the Company will inform the hirer of any additional charges at its earliest convenience.

### 3. USE OF THE VEHICLE

The hirer cannot assume that the use of the vehicle between the outward and return journeys will be for the hirer’s use nor that the vehicle will remain at the destination for the hirer’s use unless this has been agreed with the Company in advance. The hirer accepts that where the Company has agreed with the hirer in advance, the hirer will be liable to additional charges unless otherwise agreed with the Company.

### 4. CONDUCT OF PASSENGERS INCLUDING HEALTH & SAFETY

- Health and Safety is paramount to our organisation and, as such, all passengers are asked to wear their seat belts whilst on the vehicle and abide by all information given by the driver and/or the Company and where displayed in the vehicle. If minors are travelling on the vehicle, they must be under the supervision of a responsible adult or the hirer or their representative.
- The driver is responsible for the safety of the vehicle at all times and, as such, may remove any passenger whose behaviour prejudices the safety of him or herself, the driver and/or of the other passengers or is in breach of the Public Service Vehicle (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990 (as amended). The hirer is responsible for any damage, loss, cost and liability caused by the behaviour of any passenger for the duration of the hire.
- Please be advised that, where there are instances of health and safety breaches by children or minors who are passengers in our vehicles, the hirer will be responsible for their actions. In certain circumstances, this can result in a student being refused travel on school routes, for example. Formal written warning to this effect will be issued prior to any action being taken by the Company to allow suitable arrangements to be made.

- Smoking is not permitted at any time on any of our vehicles. This includes the use of substitute smoking materials such as electronic cigarettes or vaporisers. Anyone found smoking on our vehicles will be asked to disembark and we will not be responsible for any losses or costs which arise.
- All school groups must ensure that they understand their obligations for planning, supervision, approval and preparation of pupils etc. as set out in the DfES publication ‘Health and Safety of Pupils on Educational Visits’ (HASPEV). We can provide a Company based risk assessment to cover your hire of our vehicle and we are also able to provide a company Health and Safety statement. Please ensure that you have an adequate level of supervision to ensure that emergency exits on our vehicles have at least one adult staff member seated by them in case of emergency.
- Alcohol must not be consumed on our vehicles without prior consent from the Company. Where no consent has been given, and a passenger consumes alcohol whilst on the vehicle, we reserve the right to remove that passenger, with reasonable force (if necessary), at any location and will not be liable to that passenger as a result thereof.
- The Company reserves the right to refuse passage to any passenger if he/she is viewed to present a danger to themselves, other passengers and/or the driver as a result of consuming alcohol prior to boarding.
- Further, the hirer should be aware that, where the hire of the vehicles is to and/or from a sporting event, alcohol must not be carried or consumed on our vehicles to or from that event (as required by the Sporting Events (Control of Alcohol) Act 1985, (as amended) and the conditions of entry to race courses as laid down by the Racecourse Association Ltd).
- All vehicles are fitted with spill kits. Sickness bags will be provided free of charge on all vehicles and can be used by passengers for minor sickness if necessary.
- Any cleaning of the vehicle, which goes above and beyond the daily cleanse that a driver will do at the end of a duty, will be subject to a cleaning charge of £30 per hour (minimum charge £30). This will include situations where sick bags and spill kits have been provided but not been used properly.

### 5. ROUTES AND TIME VARIATION

The Company reserves the right to levy additional charges for additional mileage or time to that agreed, if the hirer exceeds those stated on their confirmation or quotation documents, the charges will be pro-rata on an hourly and/or mileage basis.

The vehicle will depart at times agreed by the hirer and it is the responsibility of the hirer to account for all the passengers to embark the vehicle at those times. The Company will not accept liability for any costs, losses and liabilities incurred by passengers who fail to follow instructions given by the hirer.

Our vehicles are often scheduled for work before, after or in-between individual hires and as such, it is imperative that booked departure times are adhered to. If there is a need to delay, authorisation must be sought from the driver, so as not to inconvenience other customers.

### 6. DRIVER’S HOURS

The hours of operation for the driver are regulated by law. The hirer accepts the responsibility of ensuring that the hire keeps to the hours and times agreed with the Company at the time of the booking. 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 times. 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. The calculation of any costs will be as in Condition 5.

### 7. SEATING CAPACITY

The Company will, at the time of booking, agree and specify the legal seating capacity of the vehicle to be supplied. The hirer must not load the vehicle beyond this capacity.

The Company may, on occasions, supply a vehicle with more seats than the minimum number of seats specified in the booking. The Company reserves the right to provide a larger vehicle than that specified at no additional charge. The Company reserves the right to substitute another vehicle (including those of other operators) or ancillary facilities for all or part of the hire subject to such substitutes being of at least equivalent quality and notified in advance to the hirer.

The Company will not supply a vehicle fitted with fewer seats than the minimum number specified in the booking unless prior consent has been granted, or where a request is made, by the hirer (such as on occasions where the number of passengers drop or a certain vehicle is known not to fit around a certain section of route).

### 8. CONVEYANCE OF ANIMALS

On a private hire, no animal (other than guide dogs and hearing dogs notified to the Company in advance and for which there is no charge to the hirer) may be carried on any vehicle without prior written agreement from the Company.

## 9. CONFIRMATION

Confirmation of a booking can only be accepted by the Company using our "Acceptance Form" or in written form and is the only basis for any subsequent alterations. Confirmation of a booking by the Company will be sent to the hirer once the Company has accepted the booking

## 10. PAYMENT

Any deposit requested must be paid by the date stated in the quotation. Payment in full must be made seven days before the start of the hire unless otherwise agreed by the Company. Please note that all invoices not settled within our payment terms will be referred to our Debt Recovery Agents and will be subject to a surcharge of 15% plus VAT in lieu of recovery charges we incur.

## 11. CANCELLATION BY THE COMPANY

In the event of any national emergency, riot, civil commotion incident, strike, lock out, stoppage or restraint of labour or on the happening of any act-of-god event over which the Company has no control (including adverse weather conditions or substantial increase in the net cost of fuel), the Company reserves the right to cancel the hire.

In the event of the hirer taking any action to vary the agreed conditions unilaterally prior to the commencement of the hire, the Company may cancel the contract. Subject to the provisions of Condition 12, and where the contract is so cancelled, the Company will return all monies paid and without further or other liability to the hirer and the passengers.

In the event of any cancellation by the Company, the Company will work with the hirer to find a resolution that is satisfactory to both parties. However, and where no resolution can be found, the Company is not liable to the hirer or the passengers or both.

## 12. CANCELLATION BY THE HIRER

The following cancellation scheme will be used in the event of cancellation by the hirer.

- Cancellation at least seven calendar days prior to date of booking: Fee of 20% of the total hire cost will be retained by the Company
- Cancellation 24 hours prior to booking: Fee of 50% of the total hire cost will be retained by the Company
- Cancellation fewer than 24 hours prior to booking: Fee of 100% of the total hire cost will be retained by the Company

The hirer will be responsible for all costs associated with the hire which cannot be cancelled, if a cancellation is made at any point. This includes items such as ferry booking fees, parking etc.

## 13. WHEELCHAIR AND MOBILITY SCOOTERS

Where the Company provides, in response to a request from a hirer, the use of a vehicle designated wheelchair-accessible, we will ensure that the passenger is able to travel in the wheelchair allocated space or, if the passengers wishes to travel in a seat, we will transport the wheelchair at no additional cost. However, we regret we are not able to accept wheelchairs which are more than 20kgs in weight as this would make it difficult for the driver to move the wheelchair into the relevant hold area.

We will also accept a limited number of mobility scooters provided we have no other luggage to carry and you have advised us of the need (and number) at the time of booking. Any person using a scooter must have someone accompany them to dismantle and reassemble the scooter to enable easy storage. At no time can the hirer expect the driver to do this, but where the driver does dismantle and/or reassemble the same, neither s/he nor the Company will be held responsible for any damage and costs so incurred. Again, we regret we cannot accept mobility scooters which are more than 20kgs (when broken down into their separate parts) or those built for road use. In any event, the driver reserves the right to refuse to carry mobility scooters due to Health and Safety regulations.

## 14. BREAKDOWN OR DELAYS

The Company provides its advice on journey time in good faith. However, as a result of break down, extreme weather conditions 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, cost, liability or inconvenience suffered by the hirer (and any connected passenger) as a result.

## 15. AGENCY ARRANGEMENTS

Where the Company uses vehicles from other operators at the request of the hirer and where the Company arranges ancillary facilities such as meals, accommodation, ferries, admission tickets or any other services provided by another operator, it does so as agent for and on behalf of the hirer. Any terms or conditions imposed by such other operator shall, insofar as they are supplied to the hirer, be binding on the hirer as if he had directly contracted such services and the hirer shall indemnify the Company against any loss, claim, damage, liability and/or award in respect of breach of such supplier's terms and conditions brought about by the hirer's (and those of his or her passengers') actions.

## 16. PACKAGE REGULATIONS

If the hirer organises other elements of a package in addition to the provision of transport, the hirer may be defined as an 'organiser' or a 'retailer' for the purposes of the Package Travel, Package Holidays and Package Tours Regulations 1992 and as such may be required to comply with the provisions of those regulations.

In this instance, the Company cannot accept any liability that may be incurred for losses, costs, liabilities and/or damage that it would otherwise accept under those Regulations. The hirer accepts responsibility for establishing whether they are so defined, and the Company cannot accept liability or loss or damage incurred that would have been the responsibility of the hirer if the hirer were the legally defined organiser or retailer.

## 17. PASSENGERS' PROPERTY

- All vehicles hired by the Company are subject to restrictions on carrying luggage for statutory safety reasons. The hire accepts that the driver shall be the sole judge as to whether and to what extent passengers' property is carried. Large 'bulky' items may not be able to be carried and the hirer should take all steps to notify the Company in advance of such requirements.
- 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 to the Company or the driver if items of exceptional value are to be carried on the vehicle. It is the hirer's responsibility to minimise risk of loss when the property is left unattended.
- The limits in this section do not apply to personal injury claims.
- All articles of lost property recovered from the vehicle will be held at the Company's premises where the vehicle is based, and will be subject to the current Public Service Vehicle (Lost Property) Regulations.

## 18. COMPLAINTS

In the event of complaint about the Company's services, the hirer should endeavour to seek a resolution at the time by seeking assistance from the driver. If this resolution is not achieved to the reasonable satisfaction of the parties, complaints should be submitted in writing to the Company and within 14 days of the termination date of the expiry of the hire. The Company will acknowledge all complaints promptly and will normally reply in full within seven days. If this is not possible, because – for example – information is sought from a third party, the complainant will be notified within the 7 day period of the delay and the reason thereof.

## 19. NOTICES

No bill, poster or notice is to be displayed on any vehicle without written consent of the Company.

## 20. Liability for the Company

In the event of the failure of the Company to provide the booked service, any refund will be limited to the amount paid for the hire.

The Company takes reasonable care of its passengers' luggage and we will only be liable for any loss of or damage to such luggage caused by our negligence. Our maximum liability to the passenger for any loss of or damage to their luggage, whether for breach of contract, breach of any duty of care in relation to the luggage, our negligence, or any deliberate or negligent acts of any of our employees, agents or representatives, or otherwise, shall be limited to £500 for all such loss or damage. The hirer is responsible for ensuring that its and its connected passengers' luggage is fully insured with reputable insurers against all usual and normal risks of loss or damage.

Nothing herein limits or excludes the Company's liability for (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be limited or excluded by law. Subject to the foregoing, the Company shall not be liable to the hirer (and any of its connected passengers) for (a) loss of contracts, sales or business; (b) loss of profits, revenue or loss of anticipated savings; (c) loss of or damage to reputation or goodwill; and (d) any indirect or consequential loss. Subject to the foregoing, the Company's liability to the hirer, whether in contract, tort, for breach of statutory duty or otherwise, arising under or in connection with the Company's agreement with the hirer is limited to the total amount paid by the hirer to the Company pursuant to these Terms and Conditions.

## 21. Governing Law

These Terms and Conditions shall be governed by English law and the hirer and the Company agree to submit to the exclusive jurisdiction of the English Courts.