

# Terms and Conditions

1. Crawford's Travel will in these conditions of hire hereafter be referred to as "The Company".
2. These conditions apply whether a contract has been made verbally or in writing.
3. The hirer acts on behalf of all the passengers travelling on the 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 the passengers on board including any additional costs incurred in performing the contract, whether or not they actually travel with the party.
4. If the hirer is not going to travel with the party, a representative must be chosen, and the company informed prior to the hire taking place. The company will only accept instructions from the hirer or their nominated representative

## ***Quotations***

5. Quotations are given on the basis of the direct route and on 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 unless otherwise notified.

## ***Bookings***

6. A written confirmation is required for every booking which must be received at our office at least ten days before departure. If no written confirmation is received there will be no reminders sent. The Company reserves the right to treat the booking as cancelled by the client.
7. In accordance with Common Law, the Company reserves the right to refuse any booking application at its discretion.

## ***Payment***

8. Payment in full must be made, with cleared funds, 10 days prior to the start of the hire unless otherwise agreed by the company.
9. If no payment is received the booking will be deemed as cancelled however cancellation fees will still apply.
10. All parking fees and road tolls are the responsibility of the hirer

### ***Use of Vehicle***

11. The hirer cannot assume the use of the vehicle between outward and return journeys, nor that it will remain at the destination for the hirer's use unless this has been agreed with the company in advance.
12. If the vehicle is detained by the hirer for any extra time a charge will be made for every hour after the original departure time stated on the written confirmation. Rates are explained in Surcharges.
13. The vehicle must be used only by the Hirer and may not be sublet.
14. The Company accepts no responsibility for the non-observance of any alterations to the hiring arrangements unless agreed to and confirmed in writing by the Company before the hiring commences
15. The coach will depart at the times agreed in writing and the company cannot be held responsible for inconvenience caused to any member of the party as a result of their failure to be at the departure point at the agreed time.
16. The Sporting Events (Control of Alcohol) Act 1985 as amended makes it an offence to carry alcohol on any vehicles to or from a designated sporting event in England and Wales. Alcohol may be carried but not consumed on other hires only with the previous written permission of the Company and at the driver's discretion.

### ***People who have a Disability***

17. We do all they can to help people who have a disability. We have produced a Code of Conduct which sets out our commitment and responsibilities and this is available on request.

### ***Conveyance of animals***

18. 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.

### ***Conduct of Passengers***

19. The driver is responsible for the safety of the vehicle at all times, and as such may remove any passenger whose behaviour prejudices safety or is in breach of the Public Service Vehicle (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990.
20. The Road Traffic Act 1960 and 1988 and other statutory provisions relate to the hiring of the vehicle, its use, conveyance and behaviour of the passengers. The hirer undertakes to comply with all statute law and regulations and also undertakes to comply with the provisions of the Public Passenger Vehicles Act 1981 SS 24, 25 and the Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and passengers) Regulations 1990 S1 1990/1020. Copies of these documents are held at the Company office.
21. The hirer is responsible for any damage caused to the vehicle by any passenger for the duration of the hire.

### ***Drivers Hours***

22. The hours of operation for the driver are regulated by law, and the hirer accepts the responsibility of ensuring the hire 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.

### ***Passengers Comfort and Safety***

23. Your driver will give a safety briefing at the start of your journey which will include remaining seated and using seatbelts when the vehicle is in motion, and what to do in an emergency.
24. NO SMOKING on all vehicles.
25. No bill, placard or poster may be displayed on any vehicles.
26. No vehicle may convey passengers in excess of the authorised seating capacity.
27. Food and drink is not permitted to be consumed on the vehicle without prior written consent from the company.

### ***Passengers Property***

28. There is limited room for luggage and equipment, one carry on case per persona. All vehicles hired by the company are subject to restrictions on carrying luggage for statutory safety reasons. The hirer accepts that the driver shall be the sole judge as to whether and to what extent passengers' property is carried. Large bulky items will not be able to be carried, and the hirer should take all steps to notify the company in advance of such requirements.
29. The Company accepts no responsibility for property lost on its vehicles. Any lost property found will be deposited at our Transport Depot and enquiries concerning the same should be addressed to the Operations Manager. A reasonable administration charge will be levied the vehicle. The company accepts no responsibility for personal property left unattended on the vehicle which is at the owner's risk.

### ***Breakdowns and Delays***

30. The company gives its advice on journey time in good faith. However, as a result 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.
31. The Company will not guarantee to complete any journey in any given time.

### ***Cancellation by the Company***

32. In the event of any emergency, riot, civil 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.
33. The company reserves the right to substitute another vehicle (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.
34. Where the company hires in 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 supplier, it does so as agent for and on behalf of the hirer.
35. Any terms and conditions imposed by such other suppliers through the company 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 or award in respect of a breach of such supplier's terms and conditions brought about by the hirer's action

### ***Cancellation by the Hirer***

36. If the hirer wishes to cancel any agreement the following scale of charges will apply in relation to the hire charge.
- a) 25% if less than 10 days.
  - b) 100% if less than 24 hours of hire.

### ***Route and Time Variation***

37. The company reserves the right to levy additional charges for additional mileage or time to that agreed. The charges are described in Surcharges.
38. The vehicle will depart at times agreed by the hirer, and it is the responsibility of the hirer to account for all passengers at those times. The company will not accept liability for any losses incurred by passengers who fail to follow instructions given by the hirer.

### ***Complaints***

39. 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. If this has not provided a remedy, complaints should be submitted in writing and within 14 days of the termination date of the hire. The company will acknowledge all complaints within 14 days and will normally reply fully within 28 days.

### ***Surcharges***

40. In the event of sickness a £75 charge for cleaning each affected area will be levied. In addition if we are unable to utilise the vehicle on its next scheduled journey then an additional charge of £100 will also be levied.
41. **Use of Vehicle 6.** Should the vehicle be delayed by the hirer or any member of his party a minimum charge of £90 for the first or part thereof and £90 for each hour after, additional mileage will be charged at £ 1.20 per mile.
42. Cover conferred by the compulsory statutory insurance against third party risks as required by Section 143 of the road Traffic Act 1988 and other statutory provisions relating to compulsory statutory insurance the Company will not accept responsibility for any loss, damage, inconvenience, injury or death arising from any accident, breakdown or delay attributable to reasons beyond the control of the Company.