



TERMS & CONDITIONS PRIVATE HIRE

1) Application – These terms & conditions apply whether a contract has been made verbally or in writing. 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 the responsible person. Where a copy of these conditions has been given to the hirer at any time, or the hirer has been advised verbally of all significant terms, making a booking will be deemed to signify acceptance of them. Where a hirer makes a booking before receiving these conditions and without being advised verbally of all significant terms, the hirer may cancel the contract without liability to the operator within 48 hours of receiving these conditions. Otherwise, the hirer will be deemed to accept these conditions.

2) Quotations – All quotations are given subject to Nippybus having available a suitable vehicle at the time the hirer accepts the quotation. Quotations are given for coach & driver only. Quotations are valid for 28 days unless otherwise notified.

3) Use Of The Vehicle – The hirer cannot assume the use of the vehicle between outward & return journeys, nor that it will remain at the destination for the hirer's use unless this has been agreed with the company. Unless otherwise agreed by the Company, the vehicle will depart at the time agreed in writing and the Company shall not be responsible for inconvenience caused to any member of the party as a result of that member's failure to be at the departure point at the agreed time. In the event that the party or any of its members does not arrive back at the vehicle for any homeward journey within one hour of the agreed time, the driver may return to the point of departure and the hire will be deemed to have ended when that point is reached. If the vehicle is required by the hirer for any extra time and the Company agrees to extend the hire, the extra time will form part of the hire period. Any charges for additional hire time will be pro rata based on an hourly rate of £50.00

4) Driver's Hours and Rest Periods – The law strictly controls the driver's hours of driving and rest periods and the current regulations must be complied with. Nippybus will agree the hours of operation of the hire and these must be observed. 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.

5) Seating Capacity – The maximum numbers allowed on the vehicle is indicated on the vehicle. No standing passengers allowed. Drivers will not carry an extra passenger over the seating capacity.

6) Animals - will not be carried on any vehicle, except guide dogs.

7) Payment – A non-refundable deposit of £100 is required at the time of booking or, if the booking is made 10 days or less before the period of hire, the full amount shall be payable at the time of booking. The balance of the hire charge is due 10 days before the hire date. A security deposit of £100 is required in cash prior to the commencement of any booking against any loss or damage caused to the vehicle or excessive cleaning required. The deposit will be refunded in full within 7 days of return should the vehicle return in a satisfactory condition. 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 £75 for each affected area.

In addition to the hire fee the hirer is also responsible for all parking fees, road and bridge tolls, congestion and similar charges, fees or levies incurred by the vehicle in respect of the journey constituting the hire, unless otherwise agreed by the Company. Such charges are to be paid on demand.

8) Cancellation By Hirer - If the hirer wishes to cancel or amend any agreement, the following scale of charges will apply in relation to the total hire charge.

- 10 days or more before the hire period – 10% of the hire fee or £100, whichever is greater.
- Less than 10 days before but more than 2 days before the hire period – 50% of the hire fee.
- 100% of the hire fee in all other circumstances

Cancellation due to inclement weather conditions will be charged as above. Theatre/concert tickets already purchased are not refundable & must be paid for in full. Accommodation, meals etc. arranged on your behalf by our company may be liable for a cancellation charge. Any deposit of up to £200 paid for bookings where accommodation, meals, ferries & other services are being reserved, will be liable to retention in the case of cancellation by the hirer. This will cover administration costs incurred and deposits forwarded to third parties. The amount to be kept in such an instance will be decided at the discretion of Nippybus.

9) Cancellation by Nippybus – In the event of an emergency or an action by the hirer to vary the agreed conditions, Nippybus may return all monies paid and without further liability cancel the contract.

10) Change Of Vehicle – Nippybus may provide a larger vehicle than the size hired at no additional charge. Nippybus reserves the right to hire another Coach Operator to cover the hire.

11) Route – The route used, unless the hirer has advised of a particular route will be at the discretion of Nippybus and/or the driver.

12) Breakdown/Delay – Nippybus gives advice on journey times in good faith, but does not guarantee the completion of a journey at a specific time, and will NOT be liable for inconvenience or loss caused by breakdown or delay.

13) Agency Agreement – When Nippybus provides meals, accommodation, ferries, admission tickets and any other services provided by another contractor, it does so as an agent of the hirer on his behalf. Any terms and conditions imposed by the contractor will be binding on the hirer as if he had directly contracted the services himself.

14) Property – All vehicles hired are subject to restrictions on carrying luggage for statutory safety reasons & the driver shall be the sole judge as to whether & to what extent passengers' property is carried. Nippybus will not accept liability for any damage or loss of any property, which belongs to any passengers and is left on a vehicle. Any articles of found property recovered from a vehicle will be held at the depot from where the vehicle is based and may be collected from there.

15) Insurance – All hirers and individual passengers are recommended to obtain insurance for those items where, save for negligence, Nippybus's liability is limited (such as delay or luggage).

16) Conduct of Passengers – The driver is responsible for the safety of the vehicle. Any passengers whose conduct is in breach of statutory regulations will be removed on the driver's authority. The hirer will be responsible for all damages caused to the vehicle by passengers during the hiring including spoiling of the vehicle interior and should satisfy themselves that the vehicle is presented for hire in a satisfactory condition and that any damage found is brought to the attention of, and duly noted by the driver prior to the hire commencing. A minimum £75.00 charge will be levied for extraordinary cleaning.

17) Complaints - must be made within 14 days of the date of hire to the driver or in writing to:
Nippy Bus Ltd. Great Western Road, Martock. TA12 6HB

18) Notices – No bill, poster or notice is to be displayed on any vehicle without prior consent of Nippybus.

19) Refreshment and Alcoholic Drinks – Food (except confectionery) and drink (including alcoholic beverages) may not be consumed upon the vehicle without the prior written consent of Nippybus. No glass containers will be permitted on the vehicle.

20) Smoking – It is against the law to smoke on a passenger carrying vehicle. Passengers breaching this condition will be removed from the vehicle. A £75 extraordinary cleaning charge will also be incurred

21) Surcharges – The quotation given is based on operating costs at the date of the quotation. When more than 28 days elapse between the date of the quotation and the date of departure, Nippybus reserve the right to pass on to the hirer any increase in the cost of fuel or any other increased costs resulting from Government action.

22) English Law – Orders are only accepted in that the Law of England shall apply to the contract arising from such an order, and to the determination of the rights and liabilities of the respective parties and in that no action or other proceedings shall be brought by either party in relation to such contract except in a Court of competent jurisdiction.