

ALPHA BUS CO. LTD. - CONDITIONS FOR PRIVATE HIRE

1. Application

These conditions apply whether a contract has been made verbally or in writing.

The hirer acts on behalf of all 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.

If the Hirer is not going to travel with the party a representative must be chosen and the company will only accept instructions from the hirer or their nominated representative.

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 the 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 items, the hirer may cancel the contract within 48 hours of receiving these conditions. Otherwise the hirer will be deemed to accept these conditions.

2. Quotations

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 specifically specified by the hirer and agreed by the company in which case it will be clearly shown on the confirmation. The company will deliver passengers as near to the stated destination as possible subject to any restricted access encountered.

All quotations are given subject to the company having a suitable vehicle at the time of hire.

Quotations are valid for 21 days unless otherwise notified.

Quotations are given for bus, driver and conductor only. Any additional charges will be separately identified and will be the hirer's responsibility unless otherwise specified.

3. Use of the Vehicle

The hirer cannot assume that 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.

4. Smoking

Smoking on the bus is strictly prohibited at all times.

5. Route and Time Variation.

The company reserves the right to levy reasonable additional charges for additional mileage or time to that agreed. Route timings are subject to prevailing traffic conditions.

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 the instructions given by the hirer.

6. Drivers Hours

The hours of operation for the driver are regulated by law, and the hirer accepts the responsibility of ensuring that the hirer keeps to the hours and times agreed by the company. Neither the hirer, nor any passenger shall delay or otherwise interrupted 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.

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.

8. Conveyance of Animals and Bicycles and Pushchairs

On a private hire, no animals, (other than guide dogs and hearing dogs noted by the company in advance) may be carried on any vehicle without prior written agreement from the company.

The conveyance of bicycles is prohibited. Large pushchairs may need to be folded and placed on seats. Such placements will reduce the stated seating capacity and the hirer is to allow for this when accepting the company's quotation.

9. Confirmation

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

10. Payment

Any deposit requested, must be paid by the date stated, and payment in full must be made before the start of the hire, unless otherwise agreed by the company. The company reserves the right to add interest at the rate of 2% per annum, above the base rate of a bank calculated on a daily basis from the date by which payment should have been made.

11. Cancellation by the Hirer

a. If the hirer wishes to cancel any agreement, the following scale of charges will apply in relation to the total hire charge.

NOTICE GIVEN	CHARGE
10 days or more	20% of hire
8 - 9 days	30% of hire
3 - 5 days	40% of hire
1 - 2 days	50% of hire
Day of hire before arrival of bus at departure point	Minimum 85% of hire
At or after arrival of bus at departure point	100% of hire

b. The cost of accommodation, meals and theatre tickets that have already been purchased by the company at the request of the hire, will be charged to the hirer plus any administration charges incurred by the company.

12. Cancellation by the Company

In the event of cancellation by the company a full refund of all monies paid only will be made.

13. Vehicle Breakdown

In the event of a vehicle breakdown, the company will use its best endeavours to transport passengers onwards to their destination or back to the original pick up point. However the hirer agrees that the company will not be held liable for any delays or disruption and any consequential costs arising from such delays or disruption caused by such a vehicle breakdown