

CONDITIONS OF HIRE

These are the conditions of hire of Osprey Coaches LTD (hereinafter called 'the company'). They form the basis of the contract under which the company agrees to hire its vehicles to the customer (hereinafter called 'the hirer').

1. APPLICATION

These 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 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 informed prior to the hire taking place. The company will only accept instructions from the hirer or their nominated representative.

2. QUOTATIONS

Quotations are made subject to a vehicle suiting the hirer's requirements being available at the time of quotation. Quotations are based on cost prevailing at the time and in accordance with details provided by the hirer. Quotations are valid for 7 days from issue or for any period specified. Unless otherwise stated, admission charges, and parking charges at special events, are not included and the customer will be required to pay these on the day of travel. The price quoted does not include Driver Gratuities and parking charges which if applicable you will be required to pay on the day of travel to the venue directly or in the event, we have pre-booked parking as required by the venue you will be required to pay the driver cash or we will re-invoice you for the parking charges. We reserve the right to withdraw any quotations prior to or at the time of acceptance without any further or liability, cancel the contract.

3. USE OF VEHICLE

Unless previously agreed by the company, the vehicle is not available for the use of the hirer other than for the journeys and times stated. The vehicle may also be withdrawn if the group are more than 15 minutes late for the requested return time. In this event, no liability can be accepted for the cost of alternative transport. There are restrictions on advertising of local private hire; the company can advise on the matter if so required.

4. DRIVERS HOURS AND REST PERIODS

The hours agreed with the company for the operation of any hire(s) must be observed (other than in case of serious emergency or division) so that current regulations governing driver's hours and rest periods may be complied with. The company reserves the right to curtail or otherwise alter any hire which does not comply with the relevant regulations. 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

Not more than the maximum number of passengers indicated may be carried on each vehicle. The hirer must not load the vehicle beyond this capacity. In the interests of safety, children must not be seated by the doors and at least one adult should occupy a seat at the rear of the vehicle. Seat belts are provided for your safety and should be worn at all times. For some hiring, it may be possible to carry an additional number of children aged 14 years or less but only with the prior written agreement of the company.

6. CONVEYANCE OF ANIMALS

No animal may be carried on any vehicle without the prior agreement of the company.

7. CONFIRMATION

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

8. PAYMENTS AND REFUNDS

Any requested deposit must be paid by the time stated, and payment in full must be made before the start of the hire unless the company has agreed in writing to a variation in this condition. The company reserved the right to add interest at the of 2% compound interest per calendar month, after the date by which payment should have been made. Once a payment has been made to the company if in the event of any amendments or cancellation by the hirer only a credit note will be issued for the balance due and not a cash refund.

9. CANCELLATION BY HIRER

In the event of cancellation by the hirer, the company reserves the right to retain any deposit. The hirer shall be liable to the company for any losses incurred by the company as a result of the cancellation costs not exceeding the full cost of hiring.

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

| Days Prior To Coach Hire: | Cancellation Charge |
|---------------------------|------------------------|
| 32 days or more | Deposit or 20% of hire |
| 15 - 31 days | 25% of hire |
| 8 - 14 days | 50% of hire |
| 4 - 7 days | 85% of hire |
| 3 Days - Day of hire | 100% of hire |

b) The cost of accommodation, meals, theatre tickets and other such ancillary goods or services which have already been purchased by the company at the request of the hirer, will be charged to the hirer, plus any administration charges incurred by the Company.

c) Cancellation due to inclement weather conditions will be charged as above.

d) Theatre tickets or other such ancillary goods and services are not returnable, must be paid for in full.

10. CANCELLATION BY THE COMPANY

In the event of any emergency of force majeure or of any action by the hirer to vary the agreed conditions unilaterally, the company may be returning all monies paid and without further or liability, cancel the contract.

11. ROUTE AND TIME VARIATION

Should a vehicle be detained by the hirer, or taken on a longer journey than that contracted for, the company reserves the right to make an additional charge commensurate with costs incurred. During the hiring, the driver must be the just of reasonableness of any request for a change of route or time. In any event, the vehicle(s) will depart at the agreed time and the company will not be liable for any loss or injury sustained by a passenger failing to join the vehicle at the appointed time. Drivers have the sole discretion as to the suitability of roads or locations that a vehicle can enter or travel through. No liability can be accepted if a vehicle is unable to complete a journey due to the unsuitability of a road or location.

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12. CHANGE OF VEHICLE

The company reserved the right to provide a larger vehicle than that specified but at no additional charge unless extra seats are required. The company reserves that right to substitute other vehicles of similar quality, including those of other operators, for all or part of the hiring.

13. BREAKDOWN AND DELAYS

The Company gives its advice on journey times 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. In no circumstances shall the Company be liable for any loss of actual or potential turnover, business or profits suffered by the hirer or any related costs and expenses.

14. AGENCY ARRANGEMENTS

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 contractor, it does so as an agent for and on behalf of the hirer. Any terms and conditions imposed by such other contractors through the company shall be binding on the hirer as if he had directly contracted such services.

15. PASSENGERS PROPERTY

Unless previously agreed with the company, the driver has discretion as to the carriage of passengers' luggage and its storage. The company will not accept liability for any damage to or loss of any property which belongs to any passengers and is left in a vehicle. All articles of lost property recovered from a vehicle will be held at the depot for one month only on which the vehicle is based.

16. CONDUCT OF PASSENGERS

a) 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. These regulations set out certain rights and responsibilities on all parties, and full details of these can be obtained from the company on request. The hirer is responsible for any damage caused to the vehicle by any passenger for the duration of the hire. The hirer is also responsible to ensure that the vehicle is left in reasonable condition and not in a soiled state. The company reserves the right to withdraw all services in the event of unruly conduct by passengers or damage caused to company vehicles as well as seek compensation for any damages and reserve the right to charge a cleaning fee of up to £150 per vehicle should the company see fit. No alcohol will be consumed on the vehicle at any time without the prior written consent of the company. Anyone caught doing so, is liable to be removed from the vehicle without any further liability from the company and no refund would be due.

b) Where the hire is to a sporting event, the hirer should be aware of the legal requirements relating to alcohol, contained in the Sporting Events (Control of Alcohol) Regulations 1995, and the conditions of entry to racecourses as laid down by the Race Course Association Ltd. The company will provide details of these restrictions on request.

c) The company will not carry passengers to events involving alcohol such as weddings, boozy stag/hen parties, nightclubs/pubs etc. If this is not mentioned when booking may result in passengers being left at the pickup point or at their destination. In this instance no refund will be issued.

17. COMPLAINTS

Any complaints in respect of the company's series should be made in writing to the company's registered office as soon as possible but within 14 days.

18. NOTICES

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

19. REFRESHMENTS

Other than a vehicle fitted expressly for that purpose, food and drink except for small items of confectionery (such as sweets and chocolate) may not be consumed on the vehicle without prior agreement of the company or of the driver.

20. SMOKING

In line with the Smoke-free (Vehicle Operators and Penalty Notices) Regulations 2007 all coaches are now completely non-smoking.

21. DRIVERS ACCOMMODATION:

It is the responsibility of the hirer to provide the driver with suitable accommodation and meals when a coach is away from base overnight, unless otherwise agreed beforehand.

22. SURCHARGES

Where more than 28 days elapse between acceptance of the quotation and the performance of the contract, the company reserves the right to pass on any increase in costs as a surcharge. However, it guarantees to limit any price increase to a maximum of 5% of the quoted price.

23. 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 in England.

24. INSURANCE

All hirer's and individual passengers are recommended to obtain insurance for those items where, save for negligence, the company's liability is limited (such as delay or luggage).