

By creating a booking with Essex Minibuses you are agreeing to fully understanding and accepting our terms of business set out below.

**Definitions:**

WE / US / OUR / THE COMPANY – Indicates a reference to Essex Minibuses, and our associated trading names.

THE HIRER/ YOU / YOUR – Indicates a reference to YOU, THE HIRER, YOUR travelling party and any persons associated with the booking.

**1) Application**

- i. These terms & conditions apply whether a contract has been made verbally or in writing.
- ii. YOU are responsible for the actions and decisions of all passengers on board including any additional costs incurred in performing the contract whether or not they actually travel with the party.

**2) Quotations**

- i. All quotations are given subject to US having available a suitable vehicle at the time THE HIRER requests the quotation.
- ii. Quotations are valid for 24 hours unless otherwise notified.
- iii. WE reserve the right to change OUR prices at any time without prior notice; YOU are advised to confirm the cost at the time of placing your booking.

**3) Use of the Vehicle**

- i. THE HIRER cannot assume the use of the vehicle between outward & return journeys, nor will it remain at the destination for the hirer's use unless this has been agreed with US in writing.
- ii. THE COMPANY reserves the right to levy additional charges for additional mileage or time to that agreed.
- iii. The charges are as follows:  
£30 per 15 minutes delay, commencing after the first 15 minutes after the agreed booking departure time.  
£10 per extra stop the vehicle has to make other than those agreed at the time of booking.

**4) Seating Capacity**

- i. The maximum numbers allowed on the vehicle is indicated on the vehicle.
- ii. No standing passengers are allowed.
- iii. OUR drivers will not carry any extra passengers over the authorised seating capacity.

**5) Animals**

- i. Will not be carried on any vehicle, except guide dogs. This must be agreed with US.

**6) Payment**

- i. All Monies must be paid in full prior to the hire taking place unless otherwise agreed by one of OUR managers.
- ii. Any booking made by credit/debit card WILL incur a 5% processing fee unless previously agreed.
- iii. WE may also charge a £125 refundable sickness and damages deposit. YOU will be notified at that time.
- iv. If any outstanding monies are due WE reserve the right to take the outstanding monies at any time from the original credit/debit card which the client paid with.

**7) Cancellation by The Hirer**

- i. In the event of cancellation by THE HIRER, WE reserve the right to retain any deposits paid.
- ii. If YOU cancel between 1 week and 4 weeks of your event date, a 50% cancellation fee may be made at OUR discretion.
- iii. YOU shall be liable to THE COMPANY for any losses incurred by THE COMPANY as a result of cancellation within 7 days of YOUR event date, but not exceeding the full amount of the full cost of the hiring.
- iv. WE may at OUR discretion send you a credit note for travel to the same value or reschedule the travel for a date of your choice.

#### **8) Cancellation by The Company**

- i. WE reserve the right to alter or cancel YOUR booking at any time without prejudice.
- ii. THE COMPANY may, by returning all monies paid and without further liability cancel the contract.
- iii. WE may not supply alternative transport if THE COMPANY cancels.

#### **9) Change of Vehicle**

- i. WE may provide a larger vehicle than the size hired or provide smaller vehicles instead of a minibus at no additional charge.
- ii. WE reserve the right to hire another operator to cover the hire if needed.

#### **10) Route**

- i. The route used will always be the most suitable for the type of vehicle hired, unless THE HIRER has advised of a particular route or places to be passed en-route, which will be specified on the confirmation email.
- ii. Any extra stops or detour off the planned route will be at the discretion of THE COMPANY and/or OUR driver.
- iii. Any extra stops will be charged at £10 per stop and detours charged accordingly by OUR driver.
- iv. The vehicle will depart at the times agreed by THE HIRER, and it's YOUR responsibility to account for all passengers at those times.
- v. If the vehicle is delayed by THE HIRER the charges will be £30 per 15 minutes delay, commencing after the first 15 minutes after the agreed booking departure time.
- vi. THE COMPANY will not accept liability for any losses incurred by the passengers who fail to follow instructions given by THE HIRER.

#### **11) Breakdown/Delay**

- i. THE COMPANY 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 any inconvenience or loss caused by breakdown or delays.
- ii. Airport delays of more than 1 hour resulting from flight delays, at OUR discretion MAY not be charged, but YOU may have to wait until we have a suitable vehicle to collect YOU should that vehicle be required to proceed to its next scheduled hire.
- iii. Any airport delays resulting from wrong information provided at the time of YOUR booking such as; incorrect flight number, incorrect landing time etc. Will be charged at 50% of YOUR original booking price should YOU wish for US to send the vehicle to YOU.
- iv. Payments must be cleared prior to the dispatch of vehicles.

#### **12) Drivers Hours**

- i. The hours of operation of the minibus driver are regulated by THE LAW and THE HIRER accepts the responsibly of ensuring the hire keeps to the hours and times agreed by THE COMPANY.
- ii. Neither THE HIRER nor any passengers shall delay or otherwise interrupt the journey in such a way that the driver is at risk of breaching regulations relating to drivers hours and duty time.
- iii. If any breach is likely to occur THE HIRER will be responsible for ALL additional costs.

### **13) Property**

- i. 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.
- ii. WE will not accept liability for any damage or loss of any property, which belongs to any passengers and is left on a vehicle.
- iii. 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.

### **14) Insurance**

- i. All HIRERS 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).

### **15) Conduct of Passengers**

- i. The driver is responsible for the safety of the vehicle.
- ii. WE will not tolerate any abusive behaviour towards OUR staff at any time.
- iii. Any passengers whose conduct is in breach of statutory regulations will be removed on the driver's authority.
- iv. Any such incident can result in immediate cancellation of the service YOU have requested and YOU may lose any deposits paid, or NOT have your journey fulfilled.
- v. THE HIRER will be responsible for all damages caused to the vehicle by passengers during the hiring.

### **16) Complaints**

- i. Must be made within 24 hours of the date of hire in writing and sent to: [bookings@essex-minibus-hire.co.uk](mailto:bookings@essex-minibus-hire.co.uk)
- ii. NO compensation will be paid out from THE COMPANY for any reason.

### **17) Notices**

- i. No bill, poster or notice is to be displayed on any vehicle without prior consent of THE COMPANY.

### **18) Alcohol/ Refreshments**

- i. Under no circumstances can refreshments/alcoholic drinks be carried on or consumed upon the vehicle without the express permission of THE COMPANY or OUR driver.
- ii. WE reserve the right to charge a MINIMUM valeting fee of £125 for any soiling in OUR vehicles or damages made by THE HIRER or members of YOUR PARTY.

### **19) Smoking**

- i. In accordance with English law we operate a NO SMOKING policy on all OUR vehicles without exception.

### **20) Surcharges**

- i. The quotation given is based on operating costs at the date of the quotation.
- ii. When more than 28 days lapse between the date of the quotation and the date of departure, WE 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.
- iii. WE may charge a deposit of £125 for sickness and damages, which is refundable once the vehicle is returned in its original condition. YOU will be notified at that time.

### **21) Terms and Conditions**

- i. Are publicly displayed on OUR web site.

ii. By proceeding to place a booking of hire with US; YOU fully UNDERSTAND and ACCEPT all of OUR terms and conditions.

**22) Disclaimer**

- i. WE reserve the right to alter or amend these terms and conditions at any time.
- ii. Should WE decide to do so, WE will email these changes to YOU on YOUR e-mail address no less than 10 days prior to YOUR event date.
- iii. YOU have 7 days in which to raise an objection on the amendments.
- iv. Should WE not receive a reply from YOU, WE will assume YOU have accepted OUR new Terms and Conditions, and no further correspondence will be entered in to.
- v. No part of these Terms and Conditions affects your rights as a consumer.
- vi. These terms and conditions are in addition to your rights as a consumer.

**English Law**

i. 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.