

Nova Bussing Terms and Conditions

Conditions of Hire

Any breach of the 'Conditions of Hire' will be at the discretion of Nova Bussing and shall be determinable by Nova Bussing whether any such breach shall amount to breach of contract and shall repudiate any contract in force.

1. Applications

These conditions apply whether a contract is made verbally or in writing. The Hirer contracts the Company upon behalf of the Hirer and as an agent for all passengers travelling on the vehicle. The Hirer warrants that he has the full authority of all passengers to enter into this contract on their behalf and to accept these conditions of Hire. The Hirer shall indemnify the Company against any loss claim, damage, award or settlement which may be made against the Company in excess of the exclusions and limitations of liability contained in the Conditions of Hire as a consequence of any lack of authority upon the part of the Hirer to enter into this contract.

2. Quotations

- A. Quotations are given on the basis of the most direct route and in the information given by the Hirer. The route used will be at the discretion of the Company unless the Hirer has requested a particular route, which will be specified in the confirmation letter or invoice.
- B. All quotations are given subject to the Company having available a vehicle suiting the Hirer's requirements at the time of acceptance of this quotation.
- C. Quotations are valid for 28 days from issue unless some other period is specified.
- D. Unless otherwise stated admission charges, meals, accommodation and coach parking charges are not included in the quoted price and the hirer agrees to pay such charges.

3. Use of Vehicle

Unless confirmed in writing by the Company, the vehicle should not be assumed to remain at any point between the outward and return journey nor to remain available to the Hirer's incidental use when parked at such points.

4. Route and Time Variation

- A. Should the 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.
- B. The vehicle will depart at times agreed with the Hirer and the Company will not be liable for any loss or injury sustained by any passengers who fails to join a vehicle of the appointed time.

5. Drivers' Hours and Rest Period Regulations

The hours agreed with the Operator for the operation of any hire must be strictly observed (other than in the case of serious emergency or diversion) so that regulations governing drivers' hours and rest periods can be complied with. The Operator reserves the right to curtail or otherwise alter any hire which does not comply with the relevant regulations. Neither the Hirer nor any passenger shall delay the departure of a vehicle or otherwise interrupt the journey so putting the driver at risk of breaching the regulations relating to drivers' hours or work and duty. The Hirer will indemnify the company against any extra expenses or charges which the company may incur including, but not limited, to the cost of providing a replacement driver.

6. Seating Capacity

The Hirer must not load any vehicle beyond the number of passengers which it is legally allowed to carry.

7. Conveyance of Animals

On a private hire, no animal (other than guide dogs and notified to the Company in advance) may be carried on any vehicle without prior written agreement from the Company.

8. Confirmation

Written confirmation by the Company is the only basis for the acceptance of a hiring or for a subsequent alteration to its terms.

9. Payment

Any deposit requested 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.

10. Cancellation by Hirer

Should the Hirer wish to cancel any arrangement; the following scale of charges shall apply in relation to the total hire charge. Cancellation due to inclement weather conditions will also be charged as follows

DAYS PRIOR TO CANCELLATION CHARGE COACH HIRE

7 days or more - 25% of hire

3-6 days 50% of hire

1-2 days 100% of hire

Day of Hire / Arrival of coach 100% of hire

11. Cancellation by the Company

In the event of any emergency, riot, fire, civil commotion, strike; lock out, stoppage or restraint of labour or on the happening of any event 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. The Company reserves the right to cancel any booking giving 14 days notice.

12. Vehicle to be provided

A. The Company reserves the right to provide a larger vehicle than that specified at no additional charge unless any extra seats are used.

B. The Company reserved the right to substitute other vehicles (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.

C. Equipment in coaches (including radios, audio and video cassette players, microphone and public address systems, beverage facilities and toilet facilities) is provided at the discretion of the Company unless the quotation specifies that any such facilities will be available. Whilst every endeavour will be made to comply with the Hirer's subsequent requests, the Company cannot guarantee to meet any such requests.

13. Breakdown and Delays

The Company gives its advice on journey times in good faith, however, in the event of a breakdown or traffic congestion, 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.

The Company does not guarantee the completion of any journey in any specific time and will not be liable to The Hirer or anybody else for loss or inconvenience or consequential loss or damage allegedly caused by the actual journey time.

14. Conduct of Passengers

A. The Driver is responsible for the safety of the vehicle. Any passenger whose conduct is in breach of statutory regulations may be removed from the vehicle or prevented from boarding on the driver's authority. The Hirer will be responsible for the conduct of passengers and for any damage caused to the vehicle by passengers during the Hire. The Public Service Vehicle (Conduct of Drivers Inspectors Conductors and Passengers) Regulations 1990 apply. The Company is not responsible or liable for lost property, luggage or personal effects. These are carried on our vehicles at the owner's risk.

B. Where appropriate, Hirers should acquaint themselves with the Sporting Events (Control of Alcohol) Act 1995 and Criminal Justice (Scotland) Act in addition to the current condition of entry to race courses as laid down by the Race Course Association Ltd.

15. Complaints

Any complaints in respect of the Company's services should be made in writing to the Company's Office within 14 days.

16. Notices

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

17. Refreshments, Alcoholic Drinks and Smoking

Other than on vehicle fitted expressly for that purpose, food and drink (including alcoholic beverages) may not be consumed on the vehicle. No smoking is permitted on our vehicles.

18. Surcharges

The quotation given is based on operating costs at the date of the quotation, and when more than 30 days elapse between the date of the quotation and the date of departure, the Company reserves the right to pass on to the Hirer increases in cost of fuel or other increased costs resulting from

Government action or other factors beyond the Company's control. However, the first 2% of certain cost increases will not be passed onto the Hirer.

Please Note: We do all in our power to have the coaches at the place and time stated on the day of engagement, but we cannot guarantee or accept liability for non-appearance of Coaches through unforeseen circumstances such as strikes, mechanical breakdown, fires etc. All parties are requested to note the above conditions as we only contract in accordance with these terms.