

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.

12. Vehicles to be provided

A. The Company reserves the right to provide additional or larger vehicles than that specified at no additional charge.

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 but not limited to radios, audio and DVD players, microphone and public address systems, 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.

D. We provide various amenities for example coffee machines & Wi-Fi routers. These are considered as free extras and not a condition of hiring our vehicles. Failure of any such device cannot be the cause for termination of the contract or a discount on the price.

E. The internet service is free to use where available in the United Kingdom only. The limit for the whole bus is 15 gigabytes per month pro-rate (around 500 megabytes a day) under the service provider's fair usage policy. The broadband is intended for web browsing only and not for streaming or downloading videos. The company cannot guarantee the broadband router will have available data.

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. Passengers' Property

A. All vehicles hired by the company are subject to restrictions on carrying luggage for statutory safety reasons. The hirer accepts that the driver shall be the sole judge as to whether and to what extent passengers' property is carried. Large bulky items may not be able to be carried, and the hirer should take all steps to notify the company in advance of such requirements.

There is a weight limit of 20kg (44lbs) per item to meet Health and Safety requirements concerning the manual handling of luggage by drivers.

B. The company accepts any personal property of the hirer and their passengers on the understanding that it will take all reasonable steps to avoid loss or damage. The hirer should notify the company or the driver if items of exceptional value are to be carried on the vehicle. It is the hirer's responsibility to minimise risk of loss when property is left unattended.

C. The Company's liability for loss and damage to property, however caused, is limited to £500 per bag, case or package with an overall limit of £1000 (overall claim value) maximum per passenger. It is the responsibility of the hirer to ensure that items over this value are insured separately for loss and damage.

D. The limits in this section do not apply to personal injury claims.

E. All articles of lost property recovered from the vehicle will be held at the company's premises where the vehicle is based, and will be subject to the current Public Service Vehicle (Lost Property) Regulations. The company will provide details of this legislation on request.

15. 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.

16. Complaints

In the event of complaint about the company's services, the hirer should endeavour to seek a solution at the time by seeking assistance from the driver or from the company. If this has not provided a remedy, complaints should be submitted in writing and within 14 days of the termination date of the hire. The company will acknowledge all complaints within 14 days and will normally reply fully within 28 days.

17. Notices

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

18. 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.

19. Surcharges

Once a confirmation has been issued to the hirer, providing there are 30 days prior to the departure date, the company reserves the right to pass on increases in the cost of fuel, taxes imposed by the Governments of the UK and of other countries to be visited during the journey, road tolls, and foreign currency. No surcharges will be levied within 30 days of departure. On notification of such surcharges, the hirer may cancel the booking subject to the scale of cancellation charges shown in paragraph 10.

The liability of the company will be limited to the cost of the hire and any ancillary services supplied.

For clarification of any point mentioned, or implied, in our terms of business please contact us personally.