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Terms & Conditions

Buspality Vehicle RML2498D

1) In these Terms and Conditions:

“the Booking Form” means the document setting out the terms of the Hire

“the Company” means Routemaster Hire Ltd

“the Contract” means these Terms and Conditions and the Booking Form

“the Hirer” means the person, firm, company, charity contracting with the Company to hire the Vehicle

“the Hire” means the Contract to be made between the Company and the Hirer for the hire of the Vehicle

“the Vehicle” means the Routemaster Bus number RML 2498D

- 2) The Company reserves the right to refuse any booking application in its absolute discretion.
- 3) A completed and signed Booking Form is required for every booking and must be received at the Company’s offices at least 10 working days before the scheduled period of Hire unless the period of Hire is to take place in less than 10 days in which case it is required immediately and in any event within 2 days unless the Company agrees otherwise. If no written confirmation is received on time, no reminder will be sent. In these circumstances the Company reserves the right to treat the booking as cancelled by the proposed Hirer provided that neither party shall be liable to make any payment to the other.
- 4) The Hirer undertakes to comply with all relevant statutes and regulations in relation to the Contract including (without limitation) the Road Traffic Acts 1990 and 1988, the Public Passenger Vehicles Act 1981 SS 24, 25 and the Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990 S1 1990/1020.
- 5) Children under the age of 12 must be supervised at all times when the vehicle is static and must be supervised by a competent adult. The Company accepts no responsibility for any injury to a child due to failure to

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comply with this Condition, unless caused by its willful default or negligence.

- 6) At all times, not just when static, passengers must take reasonable care when moving around the vehicle. The Company accepts no responsibility for any injury to a passenger due to failure to comply with this Condition, unless caused by its willful default or negligence.
- 7) The Driver of the Vehicle is responsible for the safety of the Vehicle and those on board, whether static or in motion and shall decide in his/her discretion what conduct and behaviour is permissible. Blasphemous language, swearing, standing on the seats or bar area will never be permitted. The Company reserves the right to evict any passenger who it decides, in its absolute discretion, is behaving inappropriately.
- 8) The Hirer shall be responsible for the cost of making good any damage done to the Vehicle by the Hirer, internally and externally whilst static or in motion, including the replacement of items that are found to be missing after the Hire period has ended. An inventory of relevant internal items will be created by the Company and the Hirer will be requested to sign this inventory at the beginning of the Hire period to acknowledge this. The inventory will be inspected by the Company at the end of the Hire period to confirm all items are on board. The Hirer shall be responsible for replacing or remunerating the Company to the value of any missing item.
- 9) The Vehicle may only be used by the Hirer and the Contract may not be subcontracted without the Company's prior written consent which it may withhold at its absolute discretion.
- 10) The Company shall not be responsible for any related commitments that the Hirer may make, nor for any delay in performing the Contract that may affect these.
- 11) The shortest and most direct reasonably navigable route will be taken by the Vehicle unless otherwise pre-arranged and agreed in writing by the Company. The Company will not guarantee to complete any journey in any given time.
- 12) The Hirer must ensure that access is feasible for the Vehicle, which is 14 feet 8 inches in height, 8 feet wide, 30 feet in length and approximately 7.5

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tons in weight. It is the responsibility of the Hirer to confirm access is possible throughout the duration of the Hire period to all locations required. The Company reserves the right to refuse to enter an area where access is not permissible.

- 13) The charge for the Hire of the Vehicle, outside of the agreed hire period, is £850 + VAT per day.
- 14) All parking fees, fines or levies incurred by the Vehicle in respect of the journey constituting the Hire, shall be paid by the Hirer, unless otherwise agreed by the Company.
- 15) Should the Vehicle's departure be delayed by the Hirer, this delay will form part of the Hire period.
- 16) If the Vehicle is required by the Hirer for any extra time and the Company agrees to extend the Hire, the extra time will form part of the Hire.
- 17) The Company shall take out insurance cover against third party risks as required by Section 143 of the Road Traffic Act 1988 and other statutory provisions relating to compulsory statutory insurance. The Company will not be liable for any loss, breakdown, or delay attributable to reasons beyond the control of the Company. The Company's total liability to the Hirer relating to the Contract shall be limited to the sum payable by the Hirer relating to the Hire of the Vehicle.
- 18) There is room for reasonable amounts of luggage and equipment on the Vehicle. All items are carried on at the owner's risk and the Company will not be responsible for any loss of or damage to any such property unless caused by its willful default or negligence. The Company reserves the right to refuse to carry any luggage or equipment that is large or dangerous or otherwise inappropriate for the Hire.
- 19) Any lost property found will be retained by the Company and enquires should be addressed to the Office Manager, Jennie Dee. A reasonable administration charge will be levied where delivery or postage is required. The Company shall be entitled to dispose of unclaimed property after 4 weeks.
- 20) The Company reserves the right to substitute other operator Vehicles to carry out the Contract if necessary. However, as the Vehicle is very

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unique, it is not possible for the substitution to match the exact requirements and facilities onboard and it would therefore be a standard passenger Routemaster.

- 21) The Company reserves the right to cancel any booking and the related Contract at any time and refund any monies paid by the Hirer. In the event of a breakdown of the Vehicle before a period of Hire, resulting in its being unable to perform the Hire period, the Company shall refund any monies paid by the Hirer. In the event of a breakdown of the Vehicle during the period of Hire, the Company shall refund such part of the fee paid as it may decide is reasonable. This shall be the Company's total liability to the Hirer and all passengers in relation to such cancellation or breakdown.
- 22) Smoking is not permitted in the Vehicle.
- 23) In the event of sickness or spillage within the Vehicle, the Hirer will alert the driver/host as soon as possible and the Company reserves the right to charge £50 for cleaning each such affected area. In addition, if the Company is unable to utilize the Vehicle on its next scheduled hire, an additional charge of £750 + VAT will be payable by the Hirer for each day the Vehicle is unable to commence its next scheduled Hire.
- 24) The Hirer may not use the Vehicle for any form of Hire and Reward. The Vehicle is not licensed for Hire and Reward. No item or service can be sold and money exchanged within/from the Vehicle.
- 25) Once the Vehicle has been placed in situ by the driver, as directed by the Hirer, the Vehicle can only be moved, if requested, by the driver. The Company will not accept any other person moving the Vehicle, without the prior written consent of the Company and on production of the relevant PSV licence required for such a Vehicle.
- 26) The Company can provide a wide range of Branding and Customisation options to the Vehicle for the Hirer. If the Hirer decides to use their own suppliers for Branding and Customisation, a further £1,000 deposit is required which may be utilised by the Company to reimburse it in the event that the Vehicle is damaged. In addition, if the Company is unable to utilize the Vehicle on its next scheduled hire, an additional charge of £850

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+ VAT will be payable by the Hirer for each day the Vehicle is unable to commence its next scheduled Hire.

27) If the Hire period is for consecutive days and the Vehicle is returned each evening to the Company storage facility, the Company cannot guarantee that the Vehicle will be free of traffic dirt and weather conditions, on arrival back to the Hirer the following day. The Company will provide equipment onboard to assist with any external cleaning that might be required in this instance.

28) The Hirer acknowledges that the Company is the sole owner of the name Routemaster Hire Ltd. The Hirer shall not do or permit any thing to be done which may endanger such right. The Hirer shall only use such name as required for the purposes of the Contract and with the prior written consent of the Company.

29) Without prejudice to its other rights under the Contract, the Company may terminate the Contract forthwith by written notice if the Hirer:

- a) Commits any breach of its obligations under the Contract and fails to remedy the same immediately after receipt of written notice requiring it to do so; or
- b) Becomes bankrupt or insolvent or ceases to trade or has a winding up order made against it or has a receiver, administrative receiver or manager appointed over all or any part of its assets; or
- c) Brings the name of the company into disrepute

Any such termination shall be without prejudice to the accrued rights of the Company.

30) Any notices to be served under the Contract shall be sent, if by post, by first class registered pre-paid post, addressed to the other party at the address given and shall be deemed to be duly served one working day after posting. Notices sent by email shall be sent to the address given and shall be deemed to be duly sent unless the sender receives a notice of inability to send.

31) The Contract contains the entire agreement between the parties relating to the Hire. Any variations to the Contract shall only be valid if in writing and

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signed by a duly authorized representative of each of the parties, unless the Company waives this requirement.

32) Waiver by either party of a breach of the Contract shall not imply waiver of any later breach.

33) The Contract shall be governed by and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.

Payment Terms

- 1) On receipt of a signed Purchase Order and Booking Form from the Hirer, a non refundable deposit of 20% + VAT of the entire booking fee is required and any Branding or Customisation costs will be met in full.
- 2) The Company also requires a discretionary damage and loss deposit of £250, which is refundable at the end of the Hire period.
- 3) The outstanding balance is required 10 working days prior to the start of the Hire period.
- 4) If the Hire period is less than 5 working days from when the booking is made, full payment plus the refundable damage deposit is required.
- 5) Cancellation fees shall be payable by the Hirer if the Hirer cancels the Contract as follows:
 - a) If the Hirer cancels within 5 working days of the Hire period, the Hirer will pay 50% of the remaining invoice balance and in addition any extra options such as Branding and Customisation will be charged in full. The Company will return the £250 damage and loss deposit to the Hirer.
 - b) If the Hirer cancels within 10 working days of the Hire period, the Hirer will pay 25% of the remaining invoice balance and in addition any extra options such as Branding and Customisation will be charged in full. The Company will return the £250 damage and loss deposit to the Hirer.
 - c) If the Hirer cancels with 15 working days of the Hire period, the Hirer will pay 15% of the remaining invoice balance and in addition any extra

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options such as Branding and Customisation will be charged in full.
The Company will return the £250 damage and loss deposit to the Hirer.

- d) If the Hirer cancels with more than 16 working days notice of the Hire period, the Hirer will lose their 20% non refundable deposit + VAT. The Company will return the £250 damage and loss deposit to the Hirer.