

## **Routemaster Hire Ltd – Terms and Conditions of Hire**

1. In these Terms and Conditions:

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

“the Company” means Routemaster Hire Limited

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

“the Hire” means the hire of the Vehicle by the Hirer for the agreed period

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

“the Vehicle” means the Routemaster bus number RML 2548 or RML2591 or other vehicle the subject of the Contract and referred to on the Booking Form

2. The Company reserves the right to refuse any booking application in its absolute discretion.
3. A completed signed Booking Form is required for every booking and must be received at the Company's offices at least 10 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 Vehicle may only convey the number of passengers authorised by law. 72 seated passengers are authorised on a Routemaster bus. For any other conveyance the number will be given to the Hirer at the time of booking.
5. The Hirer undertakes to comply with all relevant statutes and regulations in relation to the Contract including (without limitation) the Road Traffic Acts 1960 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.
6. Children shall be carried in accordance with the provisions of the relevant regulations. Children under the age of 12 must be supervised at all times by a competent adult and must be seated whilst the Vehicle is in motion.. The Company accepts no responsibility for any injury to a child due to failure to comply with this Condition.
7. The driver of the Vehicle is responsible for the safety of the Vehicle and passengers and shall decide in his or her sole discretion what conduct and behaviour is permissible. Blasphemous language, swearing, standing on the seats or standing on the open platform at the rear of the Vehicle will never be permitted. The Hirer shall be responsible for the cost of making good any damage done to the Vehicle by the Hirer and/or the passengers. The Company reserves the right to evict any passenger who it decides, in its absolute discretion, its behaving inappropriately.
8. 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.

9. 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.
10. 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.
11. The Hirer must ensure that access is feasible for a vehicle which is 14 feet 8 inches in height, by 8 feet wide and 30 feet in length. It is the responsibility of the Hirer to ensure access is possible at both pick up and destination. The Company reserves the right to refuse to enter an area where access is not permissible.
12. The charge for the Hire of the Vehicle, outside of the agreed hire period will be £100 for each hour or part of an hour in excess of 30 minutes. For any part of the Hire period that is less than 30 minutes, a charge of £50 will be made. All parking fees, road and bridge tolls, congestion and similar charges, fees or levies incurred by the Vehicle in respect of the journey constituting the Hire. shall be paid by the Hirer in addition, unless otherwise agreed by the Company.
13. The Hire charge will be payable for the period from 30 minutes prior to departure of the Vehicle until the Vehicle arrives back at the point of departure.
14. Should the Vehicle's departure be delayed by the Hirer or any member of his or her party this delay will form part of the Hire period.
15. In the event that the party or any of its members does not arrive back at the Vehicle for any homeward journey within one hour of the agreed time, the driver may return to the point of departure and the Hire will be deemed to have ended when that point is reached.
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 period.
17. Unless otherwise agreed by the Company, the Vehicle will depart at the time agreed in writing and the Company shall not be responsible for inconvenience caused to any member of the party as a result of that member's failure to be at the departure point at the agreed time.
18. 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 and all passengers relating to the Contract shall be limited to the sum payable by the Hirer relating to the Hire of the Vehicle.
19. There is room for reasonable amounts of luggage and equipment on board the Vehicle. All items are carried 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 wilful default. The Company reserves the right to refuse to carry any luggage or equipment that is large or dangerous or otherwise inappropriate for the Hire.
20. Any lost property found will be retained by the Company and enquiries should be addressed to the Operations Manager. A reasonable administration charge will be levied where delivery or postage is required. The Company shall be entitled to dispose of unclaimed property after four weeks.
21. The Company reserves the right to substitute other operator's vehicle(s) to carry out the Contract if necessary.

22. No bill, placard or poster may be displayed on the Vehicle without the written consent of the Company.
23. 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 journey 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.
24. The Sporting Events (Control of Alcohol) Act 1985 as amended makes it an offence to carry alcohol on any vehicles to or from a designated sporting event in England and Wales. Alcohol may be carried but not consumed on other hires only with the previous written permission of the Company and at the driver's discretion.
25. Smoking is not permitted in the Vehicle. No glass bottles or drinking vessels may be taken into the Vehicle.
26. In the event of sickness or spillage within the Vehicle, the Hirer will alert a representative of the Company on board as soon as possible and the Company reserves the right to charge £50 for cleaning each affected area. In addition, if the Company is unable to utilise the Vehicle on its next scheduled hire, an additional charge of £250 will be payable by the Hirer.
27. The Hirer acknowledges that the Company is the sole owner of the name Routemaster Hire Limited. 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.
28. 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.
29. 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.
30. 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 signed by a duly authorised representative of each of the parties, unless the Company waives this requirement.
31. Waiver by either party of a breach of the Contract shall not imply waiver of any later breach.

32. 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. A non-refundable deposit of £250 is required at time of booking or, if the booking is made 10 days or less before the period of Hire, the full Hire amount shall be payable at the time of booking.
2. If there is any balance payable, this shall be paid 10 days before the period of Hire.
3. Cancellation fees shall be payable by the Hirer if the Hirer cancels the Contract as follows:
  - a. 10% of the Hire fee or £250, whichever is the greater, if the Hirer cancels 10 days or more before the Hire period
  - b. 50% of the Hire fee if the Hirer cancels less than 10 days before but more than 2 days before the Hire period
  - c. 100% of the Hire fee in all other circumstances.