

## Carter Travel Co Ltd - Terms and Conditions

These conditions apply to the private hire of transport, not operating as a package, as defined by the Package Travel, Package Holidays and Package Tour Regulations 1992.

### 1. Basis on contract

- An order is made when the hirer makes a written or oral confirmation that the quotation is accepted, and the supplier (Carter Travel Co) follows this up with written or oral confirmation that it accepts the order.
- Any Quotation given by the Supplier shall not constitute an offer and is only valid for a period of 7 days from its date of issue.
- These Conditions apply whether a contract has been made verbally or in writing.
- The hirer acts on behalf of all the passengers travelling on the vehicles.
- If the hirer is a company, group, or partnership, an individual must be named as a responsible person.
- The hirer is responsible for the actions and decisions of all the passengers on board including any additional cost incurred in performing the contract, whether they travel with the party or not.
- If the hirer is not travelling with the party, a representative must be chosen, and the Company informed prior to the hire taking place. The Company will only accept instructions from the hirer or the nominated representative.
- Where a copy of these conditions has been given to the hirer at any time, or the hirer has been advised verbally of all significant terms, making a booking will be deemed to signify acceptance of them. Where a hirer makes a booking receiving these conditions and without being advised verbally of all significant terms, the hirer may cancel the contract without liability to the operator within 48 hrs of receiving these conditions.

### 2. Quotations

- Quotations are made based on the detail of the proposed booking given by the hirer.
- The route used will be at the sole discretion of the supplier unless the hirer specifically specifies the route that they would like to take. In this case the relevant information will be clearly detailed on the booking confirmation.
- All quotations are given subject to the Company having available a suitable vehicle at the time the hirer accepts the quotation. Quotations are valid for 7 days unless otherwise notified.

### 3. Additional charges

- The supplier reserves the right to make additional charges for additional mileage, time, parking, tolls or congestion charges to that agreed at the point of quote. These charges will be made either on a pro-rata or fixed basis (dependant on type of charge) and will be advised on the booking confirmation.

#### 4. Seating Capacity

- The Company will, at the time of booking, agree and specify the legal seating capacity of the vehicle to be supplied. The hirer must not load the vehicle beyond this capacity.

#### 5. Conveyance of animals

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

#### 6. Payment

- The hirer shall pay the charges for the services.
- The supplier shall invoice for the booking on acceptance of the order and the hirer shall pay such invoice within the relevant period as specified below:

Date order accepted	Invoice paid
8+ Days	Within 3 Business Days of the date of invoice
2-7 Days	Within 24 hours of receipt of the invoice
1 day or less prior to commencement of travel	Immediately via bank transfer or debit / credit card

- Final payment needs to be made by the hirer to the supplier no later than the day prior to travel, unless agreed otherwise by the supplier.

#### 7. Cancellation of Services

- Where Services are cancelled by the Hirer, the Hirer will pay the following cancellation charges to the Supplier together with any additional charges which the Supplier has committed to or incurred prior to cancellation in respect of the cancelled Services:

Cancellation notice received (days before travel)	% of charges payable in respect of the cancelled services)
28 days or more	No fee
14-27 Days	25% of Hire
7-13 Days	50% of Hire
3-6 Days	75% of Hire
1-2 Days	85% of Hire
Day of hire – prior to vehicle departure	95% of Hire
Day of hire – post vehicle departure	100% of Hire

- Cancellation due to inclement weather conditions will be charged as above.

- In the event of any emergency, riot, civil commotion, strike, stoppage, restraint or lack of supply of labour or on the happening of any event over 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.

## **8. Breakdowns and Delays**

- The Company gives its advice on journey times in good faith. However, as a result of breakdown, traffic congestion or other events beyond 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.

## **9. Passengers' Property**

- 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.
- The Company accepts any personal property of the hirer and their passengers on the understanding that it will take 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.
- The Company does not however accept liability for loss and damage to property, however caused. It is the responsibility of the hirer to ensure that items are insured separately for loss and damage.
- The limits in this section do not apply to personal injury claims.
- All articles of lost property recovered from the vehicle will be held at the Company's premises where the vehicle is based for a period of 30 days. Items can be collected from the Company's premises or posted to the hirer at the hirer's cost.

## **10. Conduct of Passengers**

- The driver is responsible for the safety of the vehicle at all times, and as such may remove any passenger whose behaviour prejudices.
- The hirer is responsible for any damage caused to the vehicle by any passenger for the duration of the hire.

## **11. Complaints**

- In the event of a 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 within 14 days from the termination date of the hire.

## **12. Refreshments and Alcohol**

- Food (except confectionery) and drink, including alcoholic beverages, may not be consumed on the vehicle without prior written consent from the Company.