Terms and condition

Amans Travel conditions of Private Hire.

These conditions apply whether a contract is made verbally or in writing. All hire falls within the terms of these conditions unless it is expressly agreed otherwise between Amans Travel and the Client in writing. The company reserve the right to amend these terms and conditions from time- time in order to conform to legislation and business practices. Where this is the case the company will inform any hirer of the changes by publishing the Terms and Conditions on its website.

The Hirer contracts the Company for Private Hire

1. The hirer and Amans Travel

- **a;** The Hirer contracts the Company for Private Hire on behalf of the Hirer and as an agent for all passengers travelling on the vehicle.
- **B:** The Hirer warrants that he/she has the full authority of all passengers (or their agent) to enter into this contract on their behalf and to accept these conditions of hire.
- **C:** The hirer acts on behalf of all the passengers travelling on the vehicles. If the hirer is a company, group, or partnership, an individual should be named as a responsible person.
- **D:** The hirer is responsible for the actions and decisions of all the passengers on board including any additional costs incurred in performing the contract, whether or not they actually travel with the party.
- **E:** The hirer is responsible for a minimum penalty of £50 in case the vehicle is soiled due to alcohol sickness or otherwise.
- **F:** If the hirer is not going to travel with the party, a representative should be chosen and they must make arrangements for the organisation of passengers travelling on the vehicle. Amans Travel must be informed who this is prior to

the hire taking place. The company will only accept instructions from the hirer or their nominated representative.

G: Making a booking will be deemed to signify acceptance of these terms and conditions.

2. Quotations

A: Quotations are given on the basis of the most suitable route and on information provided by the hirer.

B: The route used will be at the discretion of the company unless it has been particularly specified by the hirer in which case it will be clearly shown on the confirmation or invoice.

C: All quotations are given subject to the company having available a suitable vehicle at the time the hirer accepts the quotation.

D: All quotations are valid for 90 days unless otherwise notified.

E: Quotations are given for vehicle and driver; and include any parking or toll charges incurred during the journey.

3. Use of the Vehicle

a: Although a confirmation may state 'Vehicle to Stay, the hirer cannot assume the use of the vehicle between outward and return journeys, nor that it will remain at the destination for the hirer's use unless this has been agreed with Amans Travel in advance.

4. Route and Time Variation

A: The Company reserves the right to levy additional charges for additional mileage or time to that agreed. (They cannot be agreed solely with the driver on the day of travel). These extra charges are available on request.

B: The vehicle will depart at times agreed by the hirer at the time of booking, and it is the responsibility of the hirer to account for all passengers.

C: The Company will not accept liability for any losses incurred by passengers who fail to conform to the agreed arrangements.

5. Drivers' Hours

a: The hours of operation for the driver are regulated by law, and the hirer accepts the responsibility of ensuring the hire keeps to the hours and times agreed by the Company.

B: Neither the hirer nor any passenger shall delay or otherwise interrupt the journey in such a way that the driver is at risk of breaching regulations relating to driving hours and duty time. If any breach is likely to occur, the hirer will be responsible for any additional costs incurred unless it is outside the control of the hirer.

6. Seating/ luggage Capacity

A: Amans Travel 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. The hirer must specify if significant (heavy or voluminous) luggage is to be carried as a larger vehicle may be required in these cases.

7. Conveyance of Animals

a: On a 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.

8. Payment & Confirmation

A: Once a deposit has been received by the company, a confirmation email/ Job Ticket will be sent to the hirer.

B: Any deposit requested must be paid by the date stated and payment in full must be made in accordance with our terms of trade unless otherwise agreed by the company.

C: The Company reserves the right to add to the outstanding balance, the costs that it incurs in chasing for payment be that electronic communication or any other means of communication.

9. Cancellation by Hirer

A: If the hirer wishes to cancel any booking/agreement, the following conditions and charges will apply in relation to the deposit paid.

B: Where more than one vehicle is booked the charges will apply to each vehicle cancelled.

Notice given and charges

14 days or more 20% of the deposit paid 7 to 13 days £30 or 50% of the deposit paid (whichever greater) Less than 7 days Total amount of the deposit paid.

B: Purchase of tickets to any attraction (such as Theme Parks or Theatre etc.) Will not be refunded whatever reason the cancellation is due to.

C: Amans Travel will make its best effort to complete the journey agreed. If the company deems it highly risky or dangerous to start/complete the journey due to adverse weather conditions or any other factor beyond our control, the customer's deposit will be refunded after deducting a 10% admin fee.

10. 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 in which case an additional pro rata charge will be made to the hire charge.

B: The Company reserves the right to substitute another vehicle, or combination of vehicles (including those of other operators) or ancillary facilities for all or part of the hiring. Where a combination of vehicles is used the combination will be at least equivalent in seating capacity.

11. Delays

A: The Company gives its advice on journey time in good faith. However, as a result of

traffic congestion, or other events 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.

B: Amans Travel will not be liable for any loss or inconvenience suffered by the hirer or passengers if our vehicle was to suffer a mechanical failure immediately before or during the journey.

C: The hirer will be provided a suitable alternative vehicle at the company's expense (possibly of another operator) to transport all passengers to the destination agreed at the time of the booking.