

## **ANTHONY'S TRAVEL CONDITIONS OF HIRE**

Any objections to the following Booking Conditions must be received within 24 hours of receipt of booking. Failure to do so will be seen as acceptance of all Anthony's Travel conditions, who will endeavour to carry out the booking. Payments may be made by BACS transfer or most debit & credit cards .

1. Quotations/ prices are provided based on the information provided by the hirer such as (but not limited to) vehicle size and specification requirements, pick up points, comfort stops, mileage and destination. Alterations to the hirer's requirements will be accommodated whenever possible and are subject to availability. Amendments may incur additional charges.

Quotations for private hire are made subject to a suitable vehicle being available at the time the hirer accepts the quotation. The route used will be at the discretion of the company, unless the hirer has specified an alternative route which must be detailed in writing.

The company gives its advice on journey times in good faith. However, as a result of breakdown or 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. Quotations are valid for 30 days.

- 2. Any balance of payment to be paid 5 days prior to the hire date unless otherwise confirmed.
- 3. The Hirer to ensure that passengers adhere to collection and departure times. Failure to do so could lead to passengers being left.
- 4. The Hirer is responsible for the conduct of passengers on the vehicle and for any loss or damage incurred,
- 5. We shall not be liable for failure to reach or leave destinations at a desired time, or to fulfil a booking request due to bad weather conditions, traffic congestion, an epidemic or pandemic, or any other matter which is beyond our control.
- 6. Due to the size of our vehicles it may not be possible to gain access to the destination site either by physical or legal constraints. We recommend you check with the destination beforehand.
- 7. Any driver or servant of the Company can refuse to carry any passenger whose behaviour can be considered unruly or under the influence of drink/ drugs.
- 8. Vehicles are only to carry up to the stated amount of passengers which the Hirer has designated and agreed with the Company. We reserve the right to provide a large vehicle than specified at no additional charge unless any extra seats are used in which case a pro rata charge will be made to the hire charge

- 9. Our vehicles are maintained to a high standard in accordance with DVSA regulations, however, breakdown may occur, when every endeavor will be made to provide a vehicle of similar standard.
- 10. Some company vehicles are fitted with non-standard facilities e.g. toilets, tables, hot water boiler, radio, TV, DVD player, WiFi, USB/ PowerPoints etc. We will endeavour to provide these facilities where requested, however, due to operational reasons, these facilities may be withdrawn without notice. In this event no refund or reduction in hire charge will be made.
- 11. The Company reserve the right to provide alternative vehicle(s) to carry out the hire, other than those indicated. Multiple vehicles may be required to suit confirmed passenger numbers.
- 12. 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
- 13. Where fitted only lightweight items may be placed in the overhead racks, passengers are asked to place briefcases, small hand bags and other property of that nature on the floor within their seat space. When fitted where space allows larger items will be accommodated in the under floor or rear lockers on the request to the Driver . No items of luggage can be allowed to obstruct the gangway or exits.
- 14. Anthony's Travel do not hold any responsibility whatsoever for the safety or custody of any personal items, belongings, purchases, luggage or any other items carried by any passenger or left on the vehicle. Any lost property found on our vehicles, providing the item is not perishable will be kept for one month, all unclaimed lost property will be disposed of after this period. All perishable items not limited to food items will be disposed of immediately

When claiming lost property you must supply a full description of the item including contents if applicable, of where and when it was lost, in order to satisfy us that you are the rightful owner of the property. On collection we require your name and address and supply proof of identity. We reserve the right to charge a small fee for administration of the lost property service. You will need to pay the cost of any postage and packaging in advance if we agree to post the property back to you.

- 15. Anthony's Travel takes pride in the cleanliness of all their vehicles and fully expect passengers to respect this. However, if the vehicle is in need of extensive valeting a charge will be made accordingly after the Hire.
- 16. In the event of the vehicle becoming soiled as the result of a passengers/s vomiting in the vehicle, a minimum charge of £25 will be made to the Hirer.
- 17 . Smoking and the use of electronic cigarettes along with the use of recreational drugs is strictly prohibited at all times on the vehicle. Please ensure all your passengers are made aware of this condition of travel
- 18. Any changes to the routing, collection and drop-off points must be, at all times, confirmed with Anthony's Travel Office and not to the driver of the vehicle.

- 19. Prices are quoted on the information given by the Hirer, as mileage, drivers' wages, fuel costs and DVSA Regulations affect the cost of Hire. Any information such as collection and drop-off points should not be withheld as it would reflect an inaccurate price. In the event of this happening the Hirer will be invoiced for the extra costs incurred.
- **20.** Parking charges Unless otherwise agreed The Company is not liable for any parking charges/ toll fees. Parking charges are to be paid by the hirer unless otherwise agreed.
- 21. **Fuel Surcharge** :Our charges (either bookings or quotations) are based on the fuel price (in pence) current at the time of booking/quotation, as updated weekly by the 'Department for Business, Energy & Industrial Strategy' (**BEIS**)

https://www.gov.uk/government/statistics/weekly-road-fuel-prices and are correct at the time given

The Charges may be subject to a reasonable upwards only surcharge to reflect increased fuel costs (Fuel Surcharge).

The Fuel Surcharge shall be the amount calculated in accordance with the following formula:

The percentage increase from the Weekly Base Price published by BEIS at the time of booking/quotation to the Current Price published by BEIS at the time of travel and then divided by two.

For the avoidance of doubt any reduction in the fuel price between the date of quotation/booking and the date of travel shall not affect the Charges.

- 22. Cancellation of booking 8 days or more from hire date, or partial cancellation of coaches, results in loss of deposit. For clients issued with an invoice 30% of total hire cost for the cancelled transport will be charged.
- 23. Cancellation within 7 days of hire date results in 50% of the cost of hire to be paid (including deposit).
- 24. Cancellations within 24 hours of hire date results in the full fee to be paid.
- 25. The cancellation charges referred to in clauses 22, 23 and 24 above shall apply to any passenger who is unable to travel or decides not to travel due to any illness or Covid-19 related reason.
- 26. Where an event organised by a third party has been cancelled due to restrictions imposed by the government due to Covid-19 and transport is therefore no longer required to that event by the passenger, or where travel is not permitted by the government due to Covid-19, Anthony's Travel shall provide full refunds to passengers in respect of any such pre-booked travel.
- 27. Anthony's Travel reserves the right to refuse to carry any party. Any driver or servant of Anthony's Travel can refuse to carry any passenger whose behaviour can be considered unruly or under the influence of alcohol or drugs.
- 28. No drivers, servants or agents of Anthony's Travel are empowered to alter, amend or cancel any of these conditions.

- 29. Unless agreed in writing, the vehicles used on the hire are not available for the Hirer's use other than for the outward or return journeys. The vehicle (s) remaining at the drop off point/destination cannot be guaranteed.
- 30. No food or drink is to be consumed on the vehicle, unless agreed in writing. Glasses and bottles are never permitted for safety reasons
- 31 The Sporting Events Act specifically prohibits the carrying or consuming of alcohol on coaches travelling to or from designated sporting events.
- (a) It is also an offence under the above legislation for a person carried on a public service vehicle travelling to or from a designated sporting event to be in possession of intoxicating liquor and/or to be drunk. Drivers and Company officials may search any bag, holdall or carrier to satisfy themselves that no intoxicating liquor is being carried.
- (b) The hirer will indemnify the operator for any fines and any related costs, expenses or other losses incurred as a result of any breach of this Act by the passengers
- 32 No animals (other than registered assistance Dogs -notified to the company in advance) may be carried on any vehicle without prior written agreement from the Company.
- 33. All passengers must wear the seat belts provided in vehicles at all times whilst the vehicle is in motion. We do not accept any liability for injuries however caused whilst travelling on board the vehicle if you fail to wear the seat belt provided.
- 34. The use of onboard audio / visual equipment is solely for the showing of material for which the hirer / user holds full copyright or authority for public use.
- 35. Complaints Any complaints are to be received in writing within 7 days of the date of hire to be considered and investigated. We shall endeavour to respond within 7 days of receiving a complaint, in line with our Company complaints procedure.

OUR OFFICE IS CONTACTABLE MONDAY TO FRIDAY 08.00 AM TO 17.00 HOURS FOR GENUINE EMERGENCY OUT OF HOURS OF HOURS ASSISTANCE CONTACT 07920 154240 / 07936 359871 / 07432 112124.