
Euro Liners

Terms and Conditions of Hire

PRICES. All prices are quoted Nett unless otherwise stated. Any mileage performed in addition to that quoted for will be charged pro rata. The most direct and practical route to the destination - out and home - will normally be taken unless otherwise specified. Parking fees and toll fees will be added to the price unless agreed to be included in the price prior at the time of booking.

PAYMENT OF INVOICES. Invoices are payable within seven days of receipt. Any invoice not paid within this period will be subject to the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002. This will involve Late Payment Interest and Compensation arising from the Late Payment as laid down in statutory legislation.

DURATION OF HIRE. It is essential the start and finishing times are strictly adhered to as any additional time may result in contravention of the driver's hours regulations under the Transport Act 1968 and subsequent legislation which renders both driver and the Company to fines and/or imprisonment. No liability whatsoever shall attach to the Company or its employees in the event that such delay makes it impossible to complete the scheduled journey within the driver's maximum permitted hours.

AVAILABILITY OF VEHICLES. Any booking is subject to vehicles being available at the time when deposit and Acceptance are received at the Company's Head Office.

PURPOSE. The Company's vehicle(s) are let to actual Hirers for the purpose of private parties upon special occasions. The Hirer undertakes that the provisions relating to contract carriage operation contained in Section 61 of the Road Traffic Act 1930 and Section 25 of the Road Traffic Act 1934 and any enactment or regulation for the time being in force are observed and that the journeys in question are bona fide contract carriage operations within the area or distance for the time being allowed. The Hirer will be liable to the Company in respect of any breach of the above provisions.

SUB-LETTING The Company's vehicles may on no account be sub-let lent or licenced by any Hirer without the previous written consent of the Company as to which consent or otherwise the Company shall have an absolute discretion.

ALTERATION The Company accepts no responsibility for non-observance of any alterations affecting the details of the Hiring Contract transmitted howsoever to the Company subsequent to Acceptance unless confirmed in writing by the Company to the Hirer before the date of the journey in question.

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CANCELLATIONS In the event of any cancellation by the Hirer due to any cause whatsoever the Hirer agrees to pay to the Company on demand a sum in any event shall not exceed the hiring charge of the cancelled hiring equivalent to the damages including loss of profit which may result to the Company from such cancellation and as to the assessment of such sum the Company shall be the sole judge. Unless the said sum shall be paid upon demand it shall become a debt due from the Hirer to the Company and shall be immediately accountable as such.

Scale of Cancellation Charges

Period before departure within which written cancellation of Hire is received	Amount of cancellation charge as a %
14 days or more	No charge
8 - 14 days	10% of hire charge
3 – 7 days	25% of hire charge
1 – 2 days	50% of hire charge

Departure day or later including voluntary termination

whilst on Hire 100% of hire charge

COMPLIANCE WITH STATUTORY REQUIREMENTS. The Hirer undertakes to abide by all Statutory requirements and Regulations for the time being in force which may in any way affect the journey in question and especially the Regulations made in pursuance of the Road Traffic Acts 1930/34 and Transport Act 1968 relating to the limiting of Driver's hours. The Hirer further undertakes that all Statutory requirements and Regulations for the time being in force relating to the conduct of passengers in Public Service Vehicles shall be complied with. The Driver has power to remove from the Company's vehicles any passenger contravening such Regulations.

LUGGAGE ETC. The driver for the time being of any vehicle hired hereunder shall be the sole arbitrator as to the kind of luggage or package which any passenger may bring upon the said vehicle any such luggage or package or other article shall not obstruct a gangway or emergency door of the vehicle but at the time shall be placed and retained in such a position as the Driver may indicate. All luggage package and belongings shall be deemed to be carried entirely at the Owner's risk and the Company will not be responsible for any loss or damage caused thereto either on the journey or return or at any time that the vehicle is stationary in or at a car park or elsewhere even although the said vehicle may at any such time or times be left unattended.

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BREAKDOWNS DELAYS ETC. The Company does not guarantee that any vehicle will complete any journey or arrive thereof in any given time and while the Driver will conform with the reasonable requests of the members of the party as to the reasonableness of which the Driver alone shall be the judge. The Company declines all liability for any loss inconvenience damage or injury arising from unpunctuality in starting transit arrival or return or to convey any member or members of a party howsoever caused. Drivers will as far as circumstances permit depart return and leave intermediate stopping places at times agreed beforehand and for the greater convenience of the party Drivers will on no account wait for stragglers or members of the party who may have failed to join the coach at the time so appointed.

DAMAGE. The Company's Private Hire Vehicles are constructed and adapted to transport seated passengers only and standing on seats or use of roof for viewing races etc. is not permitted. The Driver has strict instructions to enforce this condition. No vehicle may carry any passengers in excess of the authorised seating thereof. The actual Hirer will be held personally responsible for and indemnify the Company against any damage caused to the vehicle(s) as a result of negligence wilful or otherwise and/or malice due to the action of all or any member(s) of the party.

NOTICES. No unauthorised bill poster or placard may be displayed on any vehicle.

IMPOSSIBILITY OF PERFORMANCE. In the event of a National Emergency being declared or a strike of all or any section of Railway or Road Transport workers or of the happening of any event over which the Company has no control the Company reserves to itself the right to cancel any order which in the opinion of the Company thereby becomes impossible of performance by the Company and to refund to the Hirer any monies paid in connection therewith by way of deposit or in full settlement and such monies shall be received by the Hirer in full settlement of all claims or demands in respect of such cancellation.

COMPLAINTS. Complaints respecting the Company's Vehicles Drivers or Officers should be made subject of a written communication addressed to The Operations Manager, Euro Liners, Euro House, 1631 Bristol Road South, Rednal, Birmingham, B45 9UA.