



TERMS AND CONDITIONS

Bookings are accepted on condition that the Customer understands and accepts the Terms and Conditions below.

QUOTATIONS, BOOKINGS, PAYMENTS

Quotation: All quotations given are with the understanding that a suitable vehicle is available at the time the quotation is supplied to the Customer. The Customer is responsible for ensuring that all information provided on the booking form is correct regarding dates, times, addresses, passenger numbers etc.

Booking: We will accept bookings for groups of 21 year olds and under when they are appropriately supervised by the number of responsible adults stated by ourselves.

The booking process follows two simple stages:

- 1) Provisional booking – your booking is pencilled in our diary but not confirmed. This reserves the vehicle for a limited period (usually one week); allowing you time to liaise with your group and confirm details before fully committing to the booking. You will be sent an on-line booking form to complete and return.
- 2) Confirmed booking – Booking details will be confirmed on receipt of your completed online booking form. By submitting the online booking form you are agreeing to our terms and conditions. Confirmation occurs upon payment stated in your hire invoice.

Payment: Can be made by credit card, bank transfer and cheque (please make cheques payable to 'Rubicon Classic Enterprises Ltd.'). All payment details are explained in your hire invoice.

CHANGES, CANCELLATION, BREAKDOWN OR DELAY

Change to booking on the day: If a vehicle is late finishing a trip due to being held up by the Customer or is used for a longer journey than initially agreed, we may make an additional charge.

Route, pick-up and drop-off points: It is the Customers's responsibility to ensure that there is a suitable route for the bus. The bus requires a minimum height clearance of 14 foot 8 inches, bridge heights and tree branch heights must be taken into account. Any weak bridges must also be taken into account. The final decision regarding the safety of the passengers and the bus rests with the driver on the day. Unless previously agreed, the vehicle may not necessary remain at a destination until the time for the return journey.

Journey Times: We advise Customers on estimated journey times in good faith, however we cannot guarantee them. We remind Customers that we cannot be liable for any inconvenience or delay that a longer journey time may cause.

Vehicle Alteration: We reserve the right to change the vehicle supplied due to unforeseen circumstances or for logistical reasons. This may involve providing a larger vehicle which will be provided at no additional charge. Should circumstances dictate, we also reserve the right to provide a vehicle from a different operator.

Breakdown

Our vehicles are maintained to the highest possible standards, in an attempt to make them as reliable as possible. However, in the unforeseen circumstances such as, but not limited to, an accident, breakdown, puncture, traffic jam or severe weather, the company will not be responsible for any impact that a delay might cause. The Company will not be liable for any consequential loss or claims beyond the cost of the value of the hire. The company will however undertake all reasonable measures to complete the hire, which may, at the Company's discretion, include providing an alternative vehicle.

The company shall not be responsible for any failure to execute this contract by reason of accident, fire, tempest, strikes, road works, mechanical breakdown or any cause outside their control (each and any a "Force Majeure Event"). If a Force Majeure Event shall occur then, provided such event shall not have been as a result of an act or omission of the hirer, the Company shall reimburse the hirer any amount paid to the Company but shall have no further liability to the hirer in respect of the same.

Cancellation..

..by the Customer

- A Customer who cancels a booking can either fully transfer the booking to an alternative date as long as the hire is 4 weeks before the trip - and we have suitable availability - or:
- Cancellation 8 weeks before the trip will result in a refund minus £200
- Cancellation 4 weeks before the trip will result in a refund minus £400
- Cancellation less than 4 weeks before the trip will result in no refund

..by us –

In the event of an emergency we may need to regrettably cancel a booking; which we reserve the right to do. All funds will be returned in full. We also reserve the right to cancel a booking if the Customer wavers from the agreed conditions at which point we will return all funds and accept no further liability.

IMPORTANT POINTS TO NOTE

Department of Transport: Our vehicles are maintained to the highest safety standards. We have an Operators Licence as we are fully compliant with Department of Transport (VOSA) Regulations.

Insurance: We are fully insured to carry fare paying passengers.

All hirers must be over 21: For children's parties and other bookings catering for young people under the age of 16 we ask that there is at least 1 responsible adult for every 8 young person.

Customer responsibility: The hirer is responsible for any damage to the vehicles, their fittings or equipment caused by the negligence or misconduct of any passengers carried thereon.

Property: The company shall not be responsible for loss or damage to luggage or other property brought onto the vehicle(s) during the period of hire however caused.

Driver's work and rest hours: Our driver's hours and rest periods are legislated for and we strictly regulate them. For bookings with longer journey times we may specify the drivers working hours; which will be strictly adhered to.

Bus Capacities: Our vehicles have a maximum capacity which is indicated on our website <http://privatehire.bristolinsight.co.uk/modern-vintage-classic-vehicles/> and is also shown on the vehicle. Drivers will only carry the number of passengers legally allowed.

Animals: Guide Dogs are allowed onboard. We will accept other animals onboard at our discretion when notified in advance.

Passengers: Passenger safety and the condition of our vehicles are very important to us. The Customer is responsible for the conduct of all passengers. If, in the driver or conductor's opinion, the Customer or any passenger is disorderly or unfit to travel, the driver has the right to terminate the booking. Should this occur, no refund will be given. The authority of the driver and/or conductor is final. They have the right to stop the bus, cancel the hire or ask passengers to leave the bus at their discretion for reasons of safety, health, behaviour or any other reason. In such an event, the hirer will not receive a refund or compensation.

Anti-social behaviour: Violence, foul language, intimidation antagonism or any form of anti-social behaviour towards the Driver, Conductor or any member of this company's staff will not be tolerated and will result in the immediate termination of the service and police involvement if necessary. Acts of vandalism or malicious damage caused to the vehicle will face prosecution.

Extra Charges: Additional charges such as parking fees, bridge crossing fees or ferry tickets will be levied in accordance with the charges imposed by the company supplying the services. Such charges are to be paid on demand. For all bookings there may be a fuel surcharge should fuel prices increase, any surcharge will only be in line with any fuel price increase.

Safety: We ask that you listen carefully and abide by the safety announcements given at the start of your trip. We will not hold responsibility for the consequences upon any passenger who does not. We do not have fitted seatbelts; as buses are not legally required to fit them. We have no legal requirement to carry first aid kits, or for our staff to be qualified first aiders. If this is of concern to you we ask that you provide your group with the kit and trained personnel you deem appropriate.

- Passengers may not move between the upper and lower decks while the bus is in motion.
- Passengers must remain seated while the bus is in motion.
- Passengers must not travel on the open platform (Vintage Buses).

Risk Assessment: We can supply our own risk assessment but would also encourage the group organiser to assess any risk to their party. Any organiser wishing to assess this to their own satisfaction is welcome to view one of our vehicles on a complimentary trip onboard our timetabled service. This is available by prior arrangement; where a voucher will be supplied.

Alcohol and Smoking: No alcoholic drinks can be carried on or consumed on the vehicle unless by explicit written confirmation by us. If permission is given please use only plastic glasses. All vehicles are strictly non-smoking.

Passenger Property: We accept no liability for any damage to or loss of any passenger's property that is left on a vehicle. We will hold any articles of lost property recovered and they will be available for collection. If we do return lost property to its owner we will look to recover the costs in doing so.

MISCELLANEOUS

Additional Services We May Provide: Should we provide any additional service that is sourced from another Contractor, we act as an agent for you, the Customer. Any terms and conditions imposed by this Contractor will be binding on you, as if you had directly contracted the services yourself.

Complaint Procedure: In the event of a complaint about our service, the Customer should endeavour to seek a solution during the trip through approaching the driver or the company representative.

If this has not addressed or resolved the issue we ask that complaints be submitted in writing to:

Mary Cook,
Bristol Insight, Unit 4
Avonside Industrial Estate,
Avonside Road,
Bristol BS2 0UQ.

or by email to: beepbeep@bristolinsight.co.uk where it will be sympathetically and promptly handled; with the view to reaching an amicable arrangement where possible.