

COMPASS ROYSTON TRAVEL LIMITED

Terms and Conditions of Private Hire (May 2007)

1. APPLICATION

These conditions apply whether a contract has been made verbally or in writing. The Hirer contracts with Compass Royston Travel Group ("the Company") upon behalf of the Hirer and as an agent for all passengers travelling upon the vehicle. The Hirer expressly warrants that he/she has the full authority of all passengers to enter into this contract upon their behalf and to accept these Terms and Conditions of Private Hire. The Hirer shall indemnify the Company against any loss, claim damage, award or settlement which may be made against the Company in excess of the exclusions and limitations of liability contained in these Terms and Conditions of Private Hire as a consequence of any lack of authority upon the part of the Hirer to enter into this contract.

2. QUOTATIONS

(a) Quotations are given on the basis of the most direct route and on the information given by the Hirer. The route used will be at the discretion of the Company unless the Hirer has requested a particular route, which will be specified as part of the Private Hire Confirmation Letter.

(b) All quotations are given subject to the Company having available a vehicle suiting the Hirer's requirements at the time of acceptance of the quotation.

(c) Quotations are valid for 28 days from issue unless some other period is specified.

(d) Unless otherwise stated admission charges, meals, accommodation and coach parking charges are not included in the quoted price.

3. USE OF VEHICLE

Unless confirmed in writing by the Company the vehicle should not be assumed to remain at any point between the outward and return journeys nor to remain available for the Hirer's incidental use when parked at such points.

4. DRIVERS HOURS AND REST PERIOD REGULATIONS

The Hirer should be aware that hours of operation for the vehicle driver are stringently regulated by law. All arrival and departure times agreed with the Company for the hire must be strictly observed (other than in the case of serious emergency or diversion) in order such regulations governing drivers hours and rest periods can be fully complied with. The Company shall reserve the right to curtail or otherwise alter any hire which does not comply with the relevant regulations.

5. SEATING CAPACITY

The Hirer must not load any vehicle beyond the number of passengers which it is legally permitted to carry.

6. CONVEYANCE OF ANIMALS

No animals (other than Guide Dogs notified to the Company in advance) may be carried on any vehicle without prior written agreement of the Company.

7. CONFIRMATION

The Prior Hire Confirmation issued by the Company constitutes the only basis for the acceptance of a hiring or for any subsequent amendment to original terms.

8. PAYMENT

A non refundable deposit must be paid by the time stated and payment of the outstanding balance must be made 3 days before the hire commences unless the Company has agreed in writing to a variation of this condition. The Company reserves the right to add interest at a rate of 2% above the Bank of England lending rate per calendar month on overdue payments.

9. CANCELLATION BY HIRER

Should the Hirer wish to cancel the contract prior to the date of departure, the following scale of termination charges shall be applicable:

Cancellation 10 days or more before departure date - no charge

Cancellation 6-9 days before departure date - 10% of hire charge

Cancellation 3-5 days before departure date - 25% of hire charge

Cancellation 1-2 days before date of departure - 50% of hire charge

Cancellation on Day of hire - 75% of hire charge

Cancellation upon arrival of coach at departure point - a charge will be made based on time and mileage involved, subject to a minimum of 85% of the hire charge.

Cancellation after departure - 100% of hire charge

(b) Accommodation, Meals, Theatre Tickets etc - the Hirer will be charged by the Company such sum as the Company has to pay for the services.

(c) Cancellation due to inclement weather conditions will be charged as above.

(d) Theatre tickets once purchased are not refundable and must be paid for in full.

10. CANCELLATION BY THE COMPANY

In the event of any emergency, riot, civil commotion, strike, lock out, stoppage or restraint 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.

11. ROUTE AND TIME VARIATION

(a) Should a vehicle be detained by the Hirer or taken on a longer journey than that contracted for, the Company reserves the right to make an additional charge commensurate with the additional costs incurred.

(b) The vehicle will depart at times agreed with the Hirer and the Company will not be liable for any loss or injury sustained by any passengers who fails to join a vehicle at the appointed time.

12. 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. If extra seats are used an additional charge will be made pro-rata to the agreed hire charge.

(b) The Company reserve the right to substitute other vehicles (including those of other operators) or ancillary facilities for all or part of the hiring subject to such substitutes being of similar quality.

(c) Equipment within vehicles (including radios, audio and video cassette players, microphone and public address systems, beverage facilities and toilet facilities) is provided at the discretion of the Company unless the quotation specifies that any such facilities will be available. Whilst every endeavour will be made to comply with the Hirer's subsequent requests the Company cannot guarantee to meet any such requests.

13. BREAKDOWN AND DELAYS

The Company provides advice on journey times in good faith and does not guarantee the completion of any journey in any specific time and will not be liable for any loss or inconvenience caused by the actual journey time.

14. AGENCY ARRANGEMENTS

Where the Company hires in vehicles from other operators at the request of the Hirer, and where the operator arranges ancillary facilities such as meals, accommodation, ferries, admission tickets or any other services provided by another supplier it does so as an Agent for and on behalf of the Hirer. Any terms and conditions imposed by such other suppliers through the Company shall be binding on the Hirer as if such services had been contracted directly.

15. PASSENGERS PROPERTY

(15.1) All vehicles provided by the Company are subject to carrying capacity restrictions as imposed by statute. The Hirer accepts that the driver shall be the sole judge as to whether and to what extent passengers luggage and effects can be carried.

(15.2) The Hirer agrees that in agreeing to allow carriage of passengers luggage or effects, the Hirer does not carry the same as bailee but such luggage or effects remain at the sole risk of the passenger concerned and the Company shall not be liable for any loss or damage of such baggage or effects whatsoever nature and howsoever caused including negligence.

(15.3) Should, notwithstanding the above, it be held by any Court of law that the Company becomes a bailee of the luggage and effects then the Company's liability for loss and damage of whatsoever nature and howsoever caused including negligence shall be limited to the sum of £50.00 per bag, case or package.

(15.4) The Company does not accept liability for any damage to or loss of any property left upon the vehicle by a passenger whether or not with the knowledge of the Company, its servants or agents. All articles of lost property recovered from the vehicle will be held at the Company's depot at which the vehicle is based and is subject to the Public Service Vehicles (Lost Property) Regulations 1987 (S.1978 No 1684) and the Public Service Vehicles (Lost Property) (Amendment) Regulations 1981 (S.I. 1981 No. 1632).

16. CONDUCT OF PASSENGERS

(a) The driver is responsible for the safety of the vehicle. Any passenger whose conduct is considered to be in breach of statutory regulations may, on the drivers authority, be removed from the vehicle or prevented from boarding. The Hirer will be responsible for the conduct of passengers and for any damage caused to the vehicle by passengers during the hire.

(b) Where appropriate, the Hirer should acquaint themselves with the Sporting Events (Control of Alcohol) Act 1985 and current conditions of entry to race courses as laid down by the Race Course Association Ltd.

17. COMPLAINTS

Any complaints in respect of the Company's services should be made in writing to the Company's office within 7 days of the hire date.

18. NOTICES

No bill, poster or notice to be displayed on any vehicle without the written consent of the Company.

19. REFRESHMENTS AND ALCOHOLIC DRINKS

Other than on a vehicle fitted expressly for that purpose, food (except confectionary) and drink (including alcoholic beverages) may not be consumed on the vehicle without the prior written consent of the Company.

20. SURCHARGES

The quotation given is based on operating costs at the date of the quotation and when more than 28 days elapse between the date of the quotation and the date of departure, the Company reserve the right to pass on to the Hirer any increase in the cost of fuel or other increased costs resulting from Government action or other factors beyond the Company's control.

21. ENGLISH LAW

This Contract is governed by English law.