

## **General**

In these conditions any reference to the Company means AM-PM Passenger Transport and its operating partners. The hirer is responsible to the company for any damage to the vehicle, its fittings or equipment caused by the negligence or misconduct of any passengers carried thereon. Notices or decorations can only be displayed with prior consent of the Company and is the hirer's responsibility to remove. The company shall not be responsible for any failure to execute this contract by reason of accident, fire, tempest, strikes or any cause outside their control. The company shall not be responsible for loss or damage to luggage or other property brought onto the vehicle during the period of hire however caused. This contract shall not be varied in whole or in part except by mutual consent of the company and the hirer

## **Age restrictions**

All hirer's must be over 18. Any person wishing to hire a bus, who is under 18, should ask an adult to make the booking on their behalf

## **Booking**

1. Until a Non-Returnable Deposit has been received in, debit card, Cash form/Cleared Bank Transfer or Cleared Cheque the Company will deem that the Private Hire has not been Booked and if not paid in full 14 days prior to operating date will NOT be operated. Bookings are only accepted with the hirer's full name and address, full pick-up/set-down times/addresses preferably with a postal code received by email or letter.

2. A charge may be imposed if a delay for start of journey is delayed by more than 15 minutes, as this could result in a delay on subsequent/pre-booked vehicle hire. AM-PM Passenger Transport can refuse to continue the booking if the delay is so long that they would subsequently be late for other hire work.

3. Driver/Conductor can refuse to transport any passenger that he/she feels could be a danger/nuisance to other passenger's, or himself/herself.

4. Passengers will not consume food (such as chips/burgers, greasy foods) or drink any alcoholic drinks on vehicle. Sandwiches and soft drinks will be allowed at the driver's discretion. Rubbish must be kept under control of Hirer.

5. AM-PM Passenger Transport will not be held responsible for any delay or lateness getting to your destination which is outside their control, i.e. traffic jam, weather conditions, passengers not on time for pick up etc.

6. Airports Only - If delayed longer than 1 hour of return time stated, passengers may have to wait for bus pick up. A vehicle will be arranged to pick passengers up as soon as possible (if not on time). If landing date on invoice is incorrect the Hirer will be liable for additional cost if the vehicle is resent on corrected date. It is the Hirer responsibility to give correct return land details when booking, any changes Hirer will be sent revised invoice. Payment must be paid prior to departure from airport.

7. Passengers not on time for booked return time may be left behind if driver cannot wait.

8. Other Hire - Vehicle will not wait beyond 15 minutes of return time stated unless prior arrangement with office/driver. A charge of £20.00 for every extra half hour beyond time is chargeable either on night or by follow up invoice. If not paid on night then driver can refuse to transport late passengers on the return journey.

9. No money will be refunded if vehicle passengers do not wait for return pick up vehicle, this will be classed as a breach of contract. Full or balance of invoice must be paid to driver prior to departure to destination. No money will be refunded if passengers do not wait for return pick up vehicle due to any unforeseen circumstance (i.e. emergency), this will be classed as a breach of contract. Passenger's to understand the procedure of where to pick up the vehicle on the return/landing trip. Please ask driver if any doubt about your return pick up point.

10. Any passengers sick on bus (due to alcoholic indulgence) or alcohol and food despoilment the Hirer will be charged £40.00 per seat for cleaning.

11. credit cards will incur a charge of 3%, debit cards are free

12. All passengers aboard any of our vehicles are required by law to wear their seat belts for the whole duration of any journey. It is law that all passengers must wear seat belts unless exempt to do so with appropriate documentation.

13. AM-PM Passenger Transport cannot guarantee type of vehicles booked due to circumstances outside their control i.e. breakdown. Where necessary other vehicles will be replaced to cover booking.

14. The HIRER is responsible for any damage caused to vehicle or appliances within the vehicle by HIRER or HIRER'S passengers. The HIRER will be invoiced for any such damage and where available, a direct payment from any Credit/Debit/Switch etc card used for said hire, will be taken by AM-PM Passenger Transport to pay the mentioned invoice. If payment is unable to be taken then AM-PM Passenger Transport will expect full payment within 10 days of date of invoice or Court Action will be taken.

### **Alcohol**

15. Alcohol may not be taken on to, or consumed on, the bus unless by strict arrangement with the company at the time of booking, and confirmation in writing by the company.

### **Authority**

16. 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 compensation.

Bookings

### **Extra charges**

17. Additional charges such as parking fees and tolls 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.

### **Journey times**

18.1 AM-PM Passenger Transport will use reasonable endeavours to perform the Services at the times set out in the booking confirmation.

18.2 If, despite the endeavours set out at clause 18.1, AM-PM Passenger Transport is unable for any reason to fulfil any performance at the specified times, AM-PM Passenger Transport will be deemed not to be in breach of this Agreement, and AM-PM Passenger Transport will not have any liability to the Customer for direct, indirect or consequential loss (all three of which terms include, but are not limited to, loss of profits, loss of business, depletion of goodwill, pure economic loss and like loss) howsoever caused (including as a result of negligence) by any delay or failure in performance.

19. There is no guarantee that the vehicle will perform the journey in any given time and the company shall not be accountable for any loss, inconvenience or damage which may arise from any delay, detention or breakdown. However AM-PM Passenger Transport will endeavour to procure a replacement vehicle for the carriage of the passengers but cannot be held accountable for the type of vehicle used or any additional charges which are levied by the owner of the replacement vehicle(s)

### **Cancellation**

20. If the Customer wishes to cancel the Agreement, the following scale of charges will apply in relation to the price, and payments shall be due and payable immediately.

**Cancellation Notice**

Charge

28 days or more Deposit

21 - 28 days 25%

14 - 20 days 50%

8 - 13 days 75%

1 - 7 days 100%

**Routes, pickup and set down points**

21. For all hires, the driver has the final decision on the exact route taken. The driver will endeavour to accommodate all reasonable requests from the hirer, but will consider the safety of the passengers, other road users and the vehicle itself when determining the route, and any pickup/set down points.

**Safety**

22. The safety of passengers is our first priority. The following guidelines must be followed by all passengers:

- Passengers may not move between the upper and lower decks while the bus/coach is in motion.
- Passengers must remain seated whenever possible while the bus/coach is in motion.
- Passengers must act in accordance with any instructions given by the driver/conductor.

**Smoking**

23. Smoking is not permitted on the bus/coach/minibus. It is also ILLEGAL to Smoke on the Vehicle.

**Substitution**

24. The company reserve the right to substitute vehicles loaned to them by other operators for the company's vehicles without any preliminary notice.

**CONTACT DETAILS**

*Office:*

**AM-PM Passenger Transport**

3 Westfarm Grove

Cambuslang

South Lanarkshire

Company licence no.PM-1120864 held in the scottish traffic area.