



# EPL TRAVEL

Private Hire Transport



For the avoidance of doubt, EPL Travel is the trading name of the company EPL Cars Ltd and may be referred to as either, or “the company” in this document

Any person or customer travelling on a Company vehicle or intending to do so is referred in this document as a passenger/ passengers

## **Application**

These conditions apply whether a contract has been made verbally or in writing. The hirer acts on behalf of all the passengers travelling on the vehicle(s) and is responsible for the actions and decisions of all the passengers on board including any additional costs incurred in performing the contract, whether or not they actually travel with the party. If the hirer is not going to travel with the party, a representative must be chosen.

## **Quotation**

Quotations are given on the basis of the direct route and on information provided by the hirer. The route used will be at the discretion of the Company unless it has been particularly specified by the hirer. All quotations are given subject to the company having available a suitable vehicle at the time the hirer accepts the quotation. Quotations are valid for 28 days unless otherwise notified. Quotations are given for vehicle and driver only. Any additional charges will be separately identified and will be the hirer’s responsibility unless otherwise specified.

## **Surcharges**

Once a confirmation has been issued to the hirer, provided there are 28 days prior to the departure date, the Company reserves the right to pass on increases in the cost of fuel, taxes, road tolls, and foreign currency. On notification of such charges, the hirer may cancel the booking subject to the scale of cancellation charges. The liability of the Company will be limited to the cost of the hire and any ancillary services supplied.

## **Use of the Vehicle and Variation**

The hirer will not assume that the vehicle will remain at the destination for the hirers use between outbound and inbound journeys. The company reserves the right to levy additional charges for additional mileage or time to that agreed.

### **Driver's Hours**

The hours of operation are strictly regulated by law and, therefore, the company will agree the hours operation of the hire and these must be observed. Should the hirer or any passenger delay or otherwise interrupt the journey in such a way that the driver is at risk of breaching regulations relating to driving hours and duty time the hirer will be responsible for any additional costs incurred unless it is outside the control of the hirer.

### **Seating Capacity & Vehicle to be Provided**

The company will, at the time of booking, agree and specify the legal seating capacity of the vehicle to be supplied. The hirer must not load the vehicle beyond this capacity. All passengers are required by law to wear the seatbelts provided at all times whilst seated and travelling on Company vehicles. It is the responsibility of the passenger to ensure that they comply with this requirement. The Company reserves the right to provide a larger vehicle than that specified at no additional charge unless any extra seats are used - in which case the appropriate rate will apply. The Company reserves the right to substitute another vehicle (including those of other operators) for all or part of the hiring subject to such substitutes being of at least equivalent quality.

### **Conveyance of Animals**

No animals (other than guide dogs and hearing dogs notified to the Company in advance) may be carried on any vehicle.

### **Payment**

Any deposit must be paid by the date stated, and payment in full must be made before the start of the hire unless otherwise agreed by the Company. The company reserves the right to request a refundable deposit of £100 for evening/event hires. This will be refunded in full if the vehicle returns undamaged. The hirer will be liable for the cost of damage/soiling. The Company reserves the right to add interest at a rate of 2% per annum above the Bank of England base rate, calculated on a daily basis, from the date by which payment should have been made.

### **Confirmation**

Normally, written confirmation by the Company is the only basis for the acceptance of hiring or for a subsequent alternation to its terms.

### **Cancellation by Hirer**

If the hirer wishes to cancel any agreement, the following scale of charges will apply in relation to the total hire charge.

Notice Given Charges

14 days or more 0%

7-13 days 10%

3-6 days 25%

1-2 days 50%

Within 24 hours 100%

### **Cancellation by the Company**

The Company reserves the right to cancel any booking by giving 14 days' notice. In the event of any emergency or 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.

### **Agency Arrangements**

Where the Company hires in vehicles for other operators at the request of the hirer and where the Company 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, insofar as they are supplied to the hirer, be binding on the hirer as if he had directly contracted such services and the hirer shall indemnify the Company against any loss, claim, damage or award in respect of a breach of such supplier's terms and conditions brought about by the hirer's action.

### **Breakdown and Delays**

The Company gives its advice on journey times in good faith. In the event of a journey taking longer than predicted, for example as a result of a breakdown, traffic congestion etc, the Company will not be liable for any loss or inconvenience suffered by the hirer as a result.

### **Property & Luggage**

All vehicles hired by the Company are subject to restrictions on carrying luggage for statutory safety reasons and the driver shall be the sole judge as to whether and to what extent passengers' property is carried. The Company will take all reasonable steps to avoid loss or damage to property and luggage, however, the Company will not accept liability in this regard. Drivers will load and unload luggage but it is the passenger's responsibility to ensure that their luggage is put on and taken off a Company vehicle. If the Company is notified by a passenger that their luggage has been left behind or lost on a Company vehicle the Company shall take reasonable care of that luggage when it is located. All articles of lost property recovered from the vehicle will be held at the Company depot, and will be subject to the current Public Service Vehicle (Lost Property) Regulations. All such storage will be at the risk of the passenger. If the passenger has not collected lost luggage within 1 month of the Company receiving or finding it, the Company may dispose of the luggage in any manner described under The Public Service Vehicles (Lost Property) (Amendment) Regulations 1995.

### **Conduct of Passengers**

The driver is responsible for the safety of the vehicle at all times, and as such may remove any passenger whose behaviour prejudices safety or is in breach of the Public Service Vehicle (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990, Section 6. The hirer is responsible for any damage caused to the vehicle by any passenger for the duration of the hire. Where the hire is to a sporting event, the hirer should be aware of the legal requirements relating to alcohol, contained in the Sporting Events (Control of Alcohol) Act 1985, (as amended) and the conditions of entry to race courses as laid down by the Race Course Association Ltd. The Company will provide details of these restrictions on request. Seatbelts are to be worn at all times. All vehicles are No Smoking. 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 prior written consent from the Company.

## **Airport Arrangements**

The Company will make efforts to ensure that any flights they are meeting at airports are on time before setting off. However, if flights are delayed the Company may levy charges for waiting time and or (when delays are exceptional) additional journeys. All charges will be at current rates. Customers should not assume that the Company is getting accurate information in the event of any delays. It should not be assumed that the Company is able to meet any new arrival time. The Company will endeavour to meet any altered arrival times at the first available opportunity after the flight has landed. Customers may need to contact the Company in such circumstances. For security reasons certain procedures must be followed when picking up at major airports. Drivers are unable to leave their vehicles to look for passengers at the arrival's terminal. Also, coaches may still be held in the coach park area when passengers come out of arrivals. If this is the case most airports have either information points and/or marshals to co-ordinate coaches and passengers.

## **Tariff of additional charges.**

These additional costs may be incurred on Private Hires

### WAITING TIME

Basic rate of £37.50 per hour or part thereof. (Chargeable after the first 30 minutes from the arranged departure time). Additional time and mileage charges may be caused by un-arranged drop offs.

### ADDITIONAL MILEAGE (Mileage not agreed on at time of booking)

£3.00 per added mile.

### PARKING, TOLLS, LEZ FEES

At cost to the Hirer.

### SOILING CHARGES

Minimum of £100.00 per soil \*

### DAMAGES

At cost of repair/replacement. \*

### **\* LOSS OF USE OF VEHICLE DUE TO SOILING/DAMAGES.**

If a vehicle can no longer operate due to soiling and/or damages then further charges may be levied for loss of the vehicle and/or a replacement vehicle. These charges will be based on actual cost to the company.

## **Complaints**

In the event of complaint about the Company's services, the hirer should endeavour to seek a solution at the time by seeking assistance from the driver or from Company. If this has not provided a remedy, complaints should be submitted in writing and within 14 days of occurrence. The Company will acknowledge all complaints within 3 working days and will reply fully within 14 days.

If you require any information before you travel, or wish to confirm any of the points raised in this document, please contact us on

T: 01234 267660

E: [info@eptravel.co.uk](mailto:info@eptravel.co.uk)