

GWYN'S BIG RED BUS (GBRB) TERMS AND CONDITIONS

Thank you for choosing Gwyn's Big Red Bus (GBRB). Your booking constitutes a formal agreement to hire bus transport facilities on these terms and conditions. Please note that our bus is booked in advance and last minute cancellations do not always allow us the opportunity to re-book for alternative clients. These terms and conditions have been designed to clarify the arrangements between GBRB and you as hirer. If you have any questions, please contact the person handling your booking and they will be happy to provide you with any further information you require.

1. Booking

- 1.1 Bookings can be requested by the hirer using the booking request form. Upon receipt the total hire cost will be confirmed to the hirer.
- 1.2 Bookings will be confirmed to the hirer following receipt of the completed booking request form, the booking fee and a signed copy of the Terms and Conditions.
- 1.3 The hirer must be over 21 years of age. Any hire, where the party includes a significant number (as determined by GBRB) of passengers under the age of 18, must include at least two responsible adults as passengers. For passengers under the age of 14, the hire must include a responsible adult for every six children.
- 1.4 At anytime after eight weeks prior to the event the booking fee will become non-refundable.
- 1.5 At two weeks prior to the event the full balance will become payable and non-refundable.
- 1.6 GBRB reserves the right to not accept a booking.
- 1.7 For the purposes of agency booking, the agent will be considered to be the hirer, and not the agent's client. As the hirer, any booking from an agent will confirm the agent's agreement to all terms and conditions, including those relating to payments and cancellations.

2. Cancellation

- 2.1 A booking maybe cancelled up to eight weeks prior to the event without incurring a fee.
- 2.2 At eight weeks prior to the event the booking fee will become non-refundable.
- 2.3 Cancellations must be made in writing and signed by the person who made the booking or a suitable representative.
- 2.4 Should full payment not be received as cleared funds at least two weeks prior to the event, this will be understood as a request to cancel, as a consequence the booking will be cancelled and the booking fee will not be refunded.
- 2.5 Should a booking be cancelled by you within two weeks of the event, the full cost will be non-refundable, and will remain due for payment.
- 2.6 Should a booking have to be cancelled by GBRB a full refund will be paid, and every effort made to assist in alternative arrangements.

3. Pricing

- 3.1 The Booking Fee is £100.00, refundable up until eight weeks before the hire date. Receipt of the balance will be due as cleared funds by at least two weeks before the hire date.
- 3.2 The full cost shall be quoted on request, and in any event with the booking confirmation.
- 3.3 An additional damage deposit of £100.00, over and above the booking fee, must be paid at least one week prior to the event. This deposit maybe withheld for any cleaning or repairs necessary, or for other reasons as stated in these terms and conditions. The balance of the damage deposit will be refunded within 14 days after the event.
- 3.4 If the value of total deductions from the damage deposit exceed the value of the damage deposit, the difference will be due for payment immediately after the event. If cleared funds for the difference are not received within 14 days after the event, then GBRB will seek to recover these costs by way of a civil action with the County Court Service.
- 3.5 Payment may be made by cash, cheque, CHAPS, BACS or faster payment transfer.
- 3.6 If payment is made by cheque, please ensure the cheque is **made payable to "Gwyn's Big Red Bus"**. GBRB will consider payment to have been made once the cheque has cleared.
- 3.7 The prices quoted are exclusive of value added tax (VAT) and VAT will be charged where appropriate.
- 3.8 Any additional charges such as parking fees or ferry tickets will be levied in accordance with the charges imposed by the company supplying the service. Such charges are to be paid on demand.
- 3.9 All GBRB events have agreed end times. If delays to the end time are caused by the hirer or the hirer's guests, then GBRB may have to leave the event at the agreed end time due to follow on engagements. In these circumstances no refund of hire cost will be paid, and no compensation will be paid.
- 3.10 Should delays incurred by the hirer or the hirer's guests cause the bus to be in a different location at the agreed end time than the agreed end location, the bus may leave the booking at a proportionately earlier time than the agreed end time to accommodate extra travel time. In these circumstances no refund of hire cost will be paid, and no compensation will be paid.
- 3.11 Where delays are incurred to the end time by the hirer or the hirer's guests, and the bus is able to wait and accommodate a delay, then additional hire costs will become due. The additional cost will be

£30 for the first thirty minutes, then £30 for each additional thirty minutes or part thereof. It should be noted that the deposit will not be refunded until any additional costs have been paid. If delays are incurred to the end time after 10.00pm, then additional costs will be increased by 50%.

- 3.12 The final decision regarding whether the bus is able to wait and accommodate any delays to the end time remains with the driver.

4. Damage

- 4.1 The hirer is responsible for the actions of passengers during the hire of the vehicle.
- 4.2 Any damage to the vehicle incurred as a result of the acts, omissions or negligence of passengers will result in a charge based on the cost of repair and the value to GBRB of any subsequent loss of business or trade.
- 4.3 Passengers must ensure the bus is left clean and all personal items removed.
- 4.4 Should additional cleaning be required, this will be paid for by the hirer, and will be deducted from the deposit.

5. Vehicle

- 5.1 GBRB will ensure the bus is clean and decorated as agreed at the beginning of the event.
- 5.2 The bus provided by GBRB is an historic vehicle and as such the hirer must allow sufficient time for journeys.
- 5.3 GBRB does not guarantee that the vehicle will perform the journey in any given time and GBRB shall not be responsible or accountable for any loss, inconvenience or damage which may arise from any delay, detention or breakdown.
- 5.4 As an historic vehicle GBRB cannot take responsibility for any breakdowns, and cannot make refunds in this eventuality.
- 5.5 GBRB shall not be responsible for any failure to execute this contract by reason of accident, fire, tempest, strikes or any cause outside its control.
- 5.6 GBRB will maintain the bus sufficiently to minimise the risk of breakdowns. GBRB will further ensure that safety checks are undertaken to the bus at appropriate intervals.
- 5.7 The bus is strictly a non-smoking area. Attempts to smoke on any part of the bus, including the footplate, may result in the individual being asked to leave the bus. In addition, fines may be incurred in line with current legislation. Should GBRB incur any fine as a result of passengers smoking, a cost equivalent to the fine will become payable by the hirer, and will be deducted from the deposit.
- 5.8 The bus can accommodate a maximum of 72 passengers, without exception.

- 5.9 A maximum of 40 passengers will be permitted on the upper deck and must remain seated whilst the bus is in motion.
- 5.10 The bus dimensions are 8 feet wide, 30 feet length and 14 foot 6 inches height.
- 5.11 Hirers must ensure that the collection and destination points have sufficient access and parking for the bus, and that the route allows for the bus's dimensions without restrictions.
- 5.12 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.
- 5.13 The hirer may not cause the hours of work or driving performed by the driver to break the law relating to drivers hours as set out in the 1968 Road Traffic Act and any subsequent amendments.
- 5.14 GBRB will agree all pickup and set down points with the hirer prior to the event. GBRB will not make additional stops during a journey, except in cases of emergency. In cases of emergency, the conductor should be notified immediately, who can then signal the driver.
- 5.15 The on board bell to signal the driver, that is operated by buttons and a cable within the bus, are solely for signalling the driver. Inappropriate use of the bell both when the bus is stationary and in motion, can be extremely dangerous to passengers and to other road users, and will incur a fine of £50 to be deducted from the deposit. GBRB will not accept liability for injury or accident caused by misuse of the bell.

6. Safety

- 6.1 No passenger is permitted to ride on the rear footplate or on the stairs whilst the bus is in motion.
- 6.2 Passengers under the age of 14 are required to remain seated at all times whilst the bus is in motion.
- 6.3 No passengers are permitted to remain standing whilst the bus is in motion. This does not include passengers aged 14 and over standing briefly to change seats. However, this is at the passenger's risk and GBRB will not be held liable for any damage or injury resulting from this action.
- 6.4 No more than two passengers are permitted to sit in forward facing seats, with the exception of small children sitting on adults laps, where the child is to be held securely by the adult.
- 6.5 No more than four passengers are permitted to sit on either of the two inward facing bench seats. Small children are not permitted to sit on adults laps on the two inward facing bench seats.
- 6.6 Only the driver is permitted to enter the driver's cabin. No passengers are permitted to enter the

driver's cabin, and should this occur, it will result in the deposit not being refunded.

- 6.7 Passengers are responsible for their own safety and for the safety of any children in their care. GBRB will not take responsibility for injuries occurring on the bus.
- 6.8 Should any passenger breach any of the safety requirements, then GBRB reserves the right to require that passenger to leave the bus without recourse, and without obligation to arrange onward travel provisions for that passenger.
- 6.9 Should the driver or conductor believe that the safety risk to themselves or any passengers is increased by the actions of any passenger or group of passengers, then the booking may be cancelled immediately, and all passengers required to leave the bus immediately, with no refund of costs and no refund of damage deposit. The final decision will remain with the driver.

7. General

- 7.1 GBRB is not licensed to sell alcohol, and so is unable to provide alcohol for any event.
- 7.2 Passengers may not bring their own alcohol on board the bus without the express permission of GBRB or the on site representatives of GBRB.
- 7.3 GBRB will provide a suitably qualified driver and conductor as part of the hire. Both the driver and conductor must accompany all excursions.
- 7.4 Whilst passengers are encouraged to have fun, any offensive behaviour directed to the general public or representatives of GBRB will result in the deposit being withheld and possible immediate cancellation of the event with no refund or compensation.
- 7.5 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 of hire charges, a refund of booking fee, a refund of deposit or compensation. Further neither GBRB nor its representatives will be under obligation to provide reason or negotiate such a decision made.

- 7.6 Passengers are expected to show consideration in terms of noise levels.
- 7.7 Passengers may provide their own music CD's or MP3 players.
- 7.8 Passengers may provide and consume soft drinks and food on the bus, subject to the bus being left in a clean state.
- 7.9 No notices or decorations shall be displayed from the vehicle without the prior consent of GBRB in writing.
- 7.10 GBRB shall not be responsible for loss or damage to luggage or other property brought onto the vehicle during the period of hire however caused.
- 7.11 Special requests must be discussed with GBRB prior to the event.
- 7.12 Should any dispute arise either in relation to these terms and conditions or for any other reason during the course of the booking, then the driver's decision shall be final at that time.
- 7.13 Should the hirer have any reason to complain about GBRB, then these should be made in writing and either sent to the address below or e-mailed to the address below. All complaints will be considered, investigated and responded to within a reasonable timescale.
- 7.14 Once signed by the hirer, these Terms and Conditions shall not be varied in whole or in part except by mutual consent of GBRB and the hirer in writing.

Agreement to these terms and conditions by the hirer will be seen as the hirer's undertaking to ensure all passengers will comply with the terms and conditions. Any variation in these terms and conditions must be agreed with GBRB in writing and signed by an authorised representative of GBRB. Any changes by you to these terms and conditions without GBRB's prior written consent shall not be binding on GBRB.

I confirm I am the hirer, I have read all of the Terms and Conditions and I fully agree to these Terms and Conditions:

Name:.....

Signed:.....

Date:.....