

Wyvern Omnibus Ltd

21 Broach Road

Sandy Lane Industrial Estate

Stourport-on-Severn

Worcestershire

DY13 9QB

T: 01299 827751

Company Number: 09808658

**Terms and Conditions**

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 vehicles. If The Hirer is a company, group, or partnership, an individual must be named as a responsible person. The Hirer 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, and The Company informed prior to the hire taking place. The Company will only accept instructions from The Hirer or their nominated representative. Where a copy of these conditions has been given to The Hirer at any time, or The Hirer has been advised verbally of all significant terms, making a booking will be deemed to signify acceptance of them.

The hirer cannot assume use of the vehicle between outward and return journeys, nor for it to remain at the destination for the hirer's use unless this has been agreed with the company in advance.

The hours of operation for the driver are regulated by law, and the hirer accepts the responsibility of ensuring the hire keeps to the hours and times agreed by the company. Neither the hirer nor any passenger shall delay or otherwise interrupt the journey in such way that the driver is at risk of breaching regulations relating to driving hours and duty time. If any breach is likely to occur, the hirer will be responsible for any additional costs incurred unless it is outside the control of the hirer.

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.

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 in which case an additional pro rata charge may be made to the hire charge.

b. The company reserves the right to substitute another vehicle (including those of other operators) or ancillary facilities for all or part of the hiring subject to such substitutes being of at least equivalent quality.

The company gives its advice on journey time in good faith. However, as a result of breakdown or traffic congestion, or other events beyond the reasonable control of the company, journeys may take longer than predicted and in those circumstances the company will not be liable for any loss or inconvenience suffered by the hirer as a result.

Damage can be defined as resulting from any wilful, malicious or accidental damage caused to the vehicle, by a member of a party or group travelling on one of The Company’s vehicles. Soiling is any defined as vomit, excessive rubbish, drink or food containers or any other matter that is left in the vehicle which requires cleaning. Any damage or soiling that occurs will be the responsibility of The Hirer. The Hirer is the person, organisation or body whose details appear on the original booking. The Company will hold The Hirer responsible for the cost of rectifying the damage or soiling with a minimum charge of £50.00

Luggage and personal effects are carried on or in our vehicles at the owner’s risk. Gangways, doorways and emergency exits must not be obstructed. All vehicles hired 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 not accept liability for any damage or loss of any property, which belongs to any passengers and is left on a vehicle. Any articles of found property recovered from a vehicle will be held at the depot from where the vehicle is based and may be collected from there.

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. These regulations set out certain rights and responsibilities on all parties, and full details of these can be obtained from the company on request.