

## **Terms and conditions**

These conditions apply to the private hire of :-

### **SIGNATURE Executive Transport (S.E.T.),**

#### **1. Applications**

These conditions apply whether a contract has been made in writing or verbally. The hirer acts on behalf of all the passengers travelling on the vehicle/s. The hirer is responsible for the actions and decisions of all passengers.

#### **2. Quotations**

Quotations are given on the basis of the most suitable route. The route will be at the discretion of S.E.T. unless it has been particularly specified by the hirer in which case it will be clearly shown on the confirmation. All quotations are given subject to S.E.T. having available a suitable vehicle at the time the hirer accepts the quotation. Quotations are valid for 28 days unless otherwise notified.

#### **3. Use and Retention of Vehicle**

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

#### **4. Route and Time Variation**

S.E.T. reserves the right to levy additional charges for mileage or time other than that agreed (see also 5 below). The vehicle will depart at times agreed by the hirer, and it is the responsibility of the hirer to account for all passengers at those times.

#### **5. Waiting Time**

Signature reserves the right to charge waiting time after the first 15 minutes at a rate of £1.00 per minute. Notwithstanding, in the event that passengers delay the chauffeur for more than 15 minutes after the arranged pick up time, Signature reserves the right to withdraw the hire where in such circumstances the delay compromises a subsequent booking. In this event Signature will not offer refunds or compensation, nor accept any claim for any additional expenses incurred as a result.

#### **6. Chauffeurs Hours (Only applicable off Island)**

The hours of operation for the chauffeur are regulated by law and the hirer accepts the responsibility of ensuring the hire keeps to the hours and times agreed by S.E.T. Neither the hirer nor any passengers shall delay or otherwise interrupt the journey in such a way that the chauffeur is at risk of breaching regulations relating to driving hours and duty time.

#### **7. Seating Capacity**

S.E.T. will specify the legal seating capacity of the vehicle. The hirer must not load the vehicle beyond this capacity. Chauffeurs will not carry any extra passengers over

the seating capacity of the vehicle.

### **8. Conveyance of Animals**

No animals (except guide or hearing dogs notified to S.E.T. in advance) may be carried without prior written agreement from S.E.T.

### **9. Confirmation**

Written confirmation by S.E.T. is the only basis for the acceptance of a hiring or for subsequent alteration to its terms.

### **10. Payment**

A non-refundable deposit of 50% of the hire fee (minimum £100) is payable on booking the vehicle with the balance due 14 days before the date of the hire (18 days for cheques) unless S.E.T. has agreed in writing to vary this condition. Any deposit must be paid by the date stated and payment in full must be made prior to the hire unless otherwise agreed by S.E.T. For account customers S.E.T. reserves the right to add 2% compound interest per calendar month, after the date by which payment should have been made.

### **11. Cancellation by Hirer**

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

PERIOD OF NOTICE	CANCELLATION CHARGE
14 or more days prior to hire	50% of hire charge
8 to 13 days prior to hire	75% of hire charge
Day of hire to 7 days prior to hire	100% of hire charge

b. The cost of accommodation, meals and tickets which have been purchased by S.E.T. at the request of the hirer, will be charged to the hirer, plus any administration charges incurred by S.E.T. Tickets once purchased are not returnable and must be paid in full

c. Parking charges are at cost. Gratuities are not included in the rate shown and are at the hirer's discretion. Chauffeur's overnight board and lodging extra.

d. Cancellation due to inclement weather conditions will be charged as above.

### **12. Cancellation by S.E.T.**

In the event of any emergency, riot, civil commotion, strike, lockout, stoppage or restraint of labour or the happening of any event over which S.E.T. has no control (including adverse weather and road conditions) or in the event of the hirer taking any action to vary agreed conditions unilaterally, S.E.T. may return all money paid and without further or other liability, cancel the contract.

### **13. Vehicle to be provided**

a. S.E.T. reserves the right to provide a larger vehicle than that specified at no additional charge unless any extra seats are used.

b. S.E.T. reserves the right to substitute other vehicles of similar quality (including those of other operators) for all or part of the hiring.

#### **14. Breakdown and Delays**

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

#### **15. Passengers' Property**

- a. All vehicles hired by S.E.T. are subject to restrictions on carrying luggage for statutory safety reasons. The hirer accepts that the chauffeur shall be the sole judge as to whether and to what extent passengers' property is carried.
- b. S.E.T. accepts any personal property of the hirer and their passengers on the understanding that it will take all reasonable steps to avoid loss or damage. S.E.T. will not accept liability for any damage or loss of any property, which belongs to any passengers and is left on a vehicle.
- c. Any articles of found property recovered from a vehicle will be held at the office from where the vehicle is based and may be collected from there.

#### **16. Conduct of passengers**

- a. The chauffeur is responsible for the safety of the vehicle at all times and may remove any passenger whose behaviour prejudices safety. The hirer is responsible for any damage caused to the vehicle by any passenger for the duration of the hire.
- b. Any damage to the vehicle inside or out caused by the client or the clients guests neglectful acts shall be paid for in full, together with loss of earnings if the vehicle has to be removed from the fleet for repair at the current daily hire rate for that vehicle.

#### **17. Complaints**

In the event of a complaint, the hirer should seek a solution at the time by asking for assistance from the chauffeur or from S.E.T. If this has not provided a remedy, complaints should be submitted in writing within 14 days of the termination of the hire.

#### **18. Notices**

No bill, poster or notice is to be displayed on any vehicle without the consent of S.E.T

#### **19. Refreshments and Alcoholic Drinks**

No food or beverages may be consumed on the vehicle without prior written consent of S.E.T.

#### **20. Smoking**

All vehicles are non-smoking

#### **21. Surcharges**

Providing there are 14 days prior to the departure date, S.E.T. reserves the right to pass on increases in the cost of fuel, taxes imposed by any Government. No surcharges will be levied within 14 days of departure. On notification of such surcharges, the hirer may cancel the booking subject to the scale of cancellation charges shown in paragraph 10. The liability of S.E.T. will be limited to the cost of the hire and any ancillary services supplied.