

# Booking Terms & Conditions

## 1. Definitions

These Booking Terms and Conditions are entered into between H & H Minibus Hire Ltd ('we', 'us' and 'our') and the Customer ('you' and 'your') being the person making the booking. 'Event' means the occasion, activity, party etc in respect of which we are providing a collection and drop-off transportation service.

## 2. Contract Terms

These Booking Terms and Conditions apply to all bookings made with H & H Minibus Hire Ltd whether arranged by telephone, email, website or otherwise. You must accept these terms at or before the booking and you are deemed to accept them upon confirmation of the booking and/or acceptance of the quote and/or payment of the deposit.

## 3. Payment

We require payment of a deposit at the time of booking equal to 20% of the total booking price. The balance of the price must be paid in full at least two weeks before the Event. If you do not make these payments on time we reserve the right to cancel the booking and keep the deposit. All payments must be made by bank transfer to the bank account detailed on the invoice.

## 4. Changes

We understand that there may be circumstances that mean that changes need to be made to a booking. Where you are quoted a price per person this will be based on the number of people travelling. If you need to reduce the number of passengers the price per person will increase such that the same total amount is due and payable to us. Please note that all bookings are non-transferable.

## 5. Cancellation

If the booking is cancelled by you for any reason (to include cancellation of or by the Event) your deposit will not be refunded. You accept that the deposit represents a genuine and fair reflection of the costs and losses incurred by us in arranging the booking and if the cancellation is communicated in writing less than two weeks prior to the Event, you shall still remain liable for the payment of the full price.

## 6. Vehicles

We will use reasonable endeavours to provide the advertised vehicle however it may be necessary to use a different vehicle or provide one or more smaller vehicles. We will ensure that any vehicle(s) shall be sufficient for the purposes of fulfilling the booking and shall be of a standard comparable to that of the advertised vehicle. For example if you hire a 14 seater, we reserve the right to send two 8 seater vehicles, or 4 saloon vehicles.

## **7. Subcontract**

If necessary we may subcontract the provision of the booking to a third party and in such cases these terms shall apply in addition to any other terms imposed by the third party which will be given to you prior to the Event.

## **8. Complaints**

If you have a complaint or criticism about any aspect of your booking please provide full details of your complaint in writing to [hminibushire@yahoo.com](mailto:hminibushire@yahoo.com) within 24 hours of the Event. We will promptly deal with and investigate all reasonable complaints and will provide you with feedback.

## **9. Service**

In providing the Service we will: (i) Use the most appropriate route that we decide taking into account the type of vehicle, the Event, time of day and any traffic reports. If you have a preferred route, this must be confirmed at the time of booking and additional charges may apply; (ii) Subject to any conditions beyond our control (such as traffic and weather), aim to arrive at the chosen collection point, depart therefrom and arrive at the Event location and depart therefrom at the times agreed in the booking; (iii) Ensure that all collections, drop offs and all other stops or detours ("stops") that are confirmed at the time of booking will be included in the price. Any unconfirmed or additional stops that you or your party require will only be accepted by us or the driver at our or his/her discretion and only after agreement and payment of any additional fee to be agreed at the time. In absence of any such agreement, there will be a minimum additional charge of £20 plus £3.00 per mile for each and every unconfirmed stop; (iv) Provide a professional service to ensure your Event proceeds smoothly.

## **10. Your Obligations**

You must provide us with clear and accurate details of the Event including all collection times and stops including postcodes and street names. You must inform us as soon as is practical if there is a reduction in the number of people in your party. We will not allow more passengers than the number confirmed at the time of booking, unless agreed in writing and we reserve the right to make an increase in the price for such additional people. You will notify us as soon as possible if there are any delays or any other circumstances which may affect the agreed collection times.

## **11. Possessions**

Unless agreed at the time of the booking, no possessions shall be left on the vehicle.

## **12. Delays**

Any delays to any departure times caused by you or your party you will be charged at an additional fee of £30 for each 15 minutes of any delay from the agreed departure times.

## **13. Conduct**

You agree to comply with all reasonable requests imposed by us or your driver.

You agree not bring any animals on any vehicle.

You agree not smoke on or around any vehicle.

You agree not consume food or beverages on any vehicle.

You agree not to cause any damage to any vehicle.

You agree at all times be courteous and act sensibly and not do anything or act in any way that may be dangerous or present a risk to the party, us, the driver or other members of the public.

You may only bring onto a vehicle baggage and other personal items which have previously been approved by us in writing and are in accordance with statutory regulations concerning the carriage of personal items. If any passengers are a rude to the driver, abusive or anti-social then the driver can refuse to take any passengers, choose not to return to complete the return part of the journey, and you will not be able to be eligible for a refund.

#### **14. Liability**

You will reimburse us for any breach of clause 12 including any damage to any vehicle. In the event any party causes damage to any vehicle, including for example vomiting, tearing seat covers, appending stickers to the vehicle, cutting or smashing glass then you will pay us the costs of repairing such damage or cleaning the vehicle and in any event you shall pay the minimum sum of £125 which shall be paid within 24 hours of notification of a claim by us to you pursuant to this clause. If you smoke or bring/ consume alcohol on the bus you will owe us a minimum of £125. Any balance shall be paid upon receipt of evidence of the costs of repairs or cleaning.

#### **15. Indemnity**

You agree to indemnify us for any claims, losses, damages or other liabilities brought against H & H Minibus Hire Ltd or its driver by any third party for any reason caused partly or predominately by the acts or omissions of you or any member of your party whether in breach of these terms or not.

#### **16. Limitation of Liability**

We are not liable for any loss, costs, claims or damages incurred or suffered by you or your party as a result of: (a) Any acts or omission by the party; (b) Any failure by the party to comply with the terms herein; (c) Any delays in the provision of the service caused partly or primarily by reasons beyond our control (to include traffic, weather, vehicle breakdowns or failure, road works or similar circumstances); (d) Any failure to attend an event due to delays; (e) Any accident (unless caused entirely by us or the driver). We shall not be liable for any loss or any failure to provide the service where the information provided by you or your party concerning the Event, the booking or any collections times is incorrect. We do not accept any responsibility or liability for any personal possessions whether carried on or left on the vehicle. Any possessions left on the vehicle after the party has left the vehicle will be disposed of. Notwithstanding the aforementioned, any claim for loss, damage, costs or any other heads of loss will be limited to the price less the deposit. WE SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING DAMAGES AND LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN

ADVANCE.

### **17. Miscellaneous**

We reserve the right to change any of these terms so far as such changes are reasonable. We will notify you of any changes. These terms do not affect your statutory rights and are in addition to your statutory rights. This contract and the provision of the services are governed by the laws of England and Wales and you agree to submit to the exclusive jurisdiction of the English courts.

#### Information about us

This website is operated by H & H Minibus Hire LTD. We are registered in England and Wales under company number **10659446** and have our registered office at 11 Rotary Close, Dewsbury, WF13 2ES.

We are a limited company.

#### Changes to these terms

We may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes we made, as they are binding on you.

#### Changes to our site

We may update our site from time to time and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

#### Accessing our site

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend,

withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate or available in other locations. We may limit the availability of our site or any service or product described on our site to any person or geographic area at any time. If you choose to access our site from outside the United Kingdom, you do so at your own risk.

Your account and password

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [hminibushire@yahoo.com](mailto:hminibushire@yahoo.com)

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#### Limitation of our liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

#### Viruses

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

#### Linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to make any use of content on our site other than that set out above, please contact [hminibushire@yahoo.com](mailto:hminibushire@yahoo.com).