



Hire Terms and Conditions

1 / Application

Brookline Coaches – hereinafter referred to as the Company. These conditions apply whether a contract has been made verbally or in writing. The hirer or representative of the hire acts on behalf of all the passengers travelling on the vehicles. Brookline will only accept instructions from the hirer or representative.

2 / Quotations

Quotations are given subject to a suitable vehicle being available at the time of acceptance. Quotations are based on operational costs appertaining at the time and in accordance with details provided by the hirer. Quotations are valid for 28 days from issue or date specified. Unless otherwise stated, admission and parking charges at special events are not included.

3 / Use of the Vehicle

Unless previously agreed by the Company, the vehicle is not available for the use of the hirer other than for the journeys and times stated.

4 / Drivers hours' regulations (Hours and rest periods)

The hours agreed with the Company for the operation of any hire(s) must be observed (other than in the case of a serious emergency or diversion)

So that current regulations governing driver's hours and rest periods must be complied with. The Company reserved the right to curtail or otherwise alter any hire, which does not comply with the relevant regulations. The Hirer shall agree to abide by all statutory requirements and regulations which may in any affect the journey in question and especially in respect of driver's hours.

Drivers are familiar with these regulations and whilst they will conform to reasonable requests of passengers they will depart from the destination or other intermediate stopping places at times agreed beforehand and to ensure compliance with the regulations will on no account wait for members of the party who have failed to join the vehicle at the appointed time. The Company declines liability for loss, inconvenience or damage arising from failure to convey any such member of the party.

5 / Seating Capacity

Passengers carried must not exceed the carrying capacity of the vehicle. Courier seats are only to be used by authorised persons agreed by the Company.

6 / Confirmation

Normally, written confirmation by the Company is the only basis for the acceptance of hiring or subsequent alteration in its terms.

7 / Payment

Any requested deposit must be paid by the time stated and payment in full must be made before the start of the hire unless the Company has agreed in writing to allow credit. The Company reserves the right to add interest at a rate of 2% compound interest per calendar month, after the date by which payment should have been paid.

8 / Cancellation by Hirer

In the event of cancellation by the Hirer, the Company reserves the right to retain any deposit. The Hirer shall be liable to the Company for any losses incurred by the Company as a result of the cancellation but not exceeding the full amount of the cost of the hire. Cancellation charges will apply at the following rate

- **14 days or less:** 100% of the hire total

9 / Cancellation by the Company

In the event of any emergency or force majeure or of any action by the Hirer to vary the agreed conditions unilaterally, the Company may, by returning all monies paid and without further or other liability, cancel the contract.

10 / Route and time variation

- Should the vehicle be detained by the Hirer, or taken on a longer journey than the contracted for, the Company reserves the right to make an additional charge
- Commensurate with the costs incurred. During the hire the driver must be the judge of any request for a change of route or time. In any event, when the vehicle(s)
- Depart at the agreed time the Company will not be liable for any loss or injury sustained by a passenger failing to join the vehicle at the appointed time.

11 / Change of Vehicle

The Company reserves the right to provide a larger vehicle than that specified but at no additional charge unless any extra seats are used. The Company reserves the Right to substitute other vehicles of similar quality including those of other operators, for all or part of the hiring.

12 / Force Majeure

Except where otherwise expressly stated within these booking terms and conditions, Brookline Coaches and our suppliers will not be liable if we have to cancel or change your hire in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport.

13 / Breakdowns and delays

The Company gives its advice on journey times in good faith but does not guarantee the completion of any journey at a specific time and will not be liable for loss or inconvenience caused by breakdown or other delay.

14 / Passengers' property

Unless previously agreed with the Company, the driver has discretion for carriage of passengers' luggage and its storage. The Company will not accept liability for any damage or loss of any property left on a vehicle. All articles of property left on a vehicle will be held at the Company office for a period of four weeks and thereafter will be disposed of. It is particularly drawn to the Hirer's notice to advise their passengers not to leave any items on the seats or in the racks when the vehicle is unattended and the Company cannot therefore be liable for any loss.

15 / Conduct of passengers

The driver is responsible for the safety of the vehicle. Any passengers whose conduct is in breach of statutory regulations may be removed on the driver's authority. The Hirer will be held responsible for the conduct of passengers and for any damage caused to the vehicle by passengers during the hiring. The Company will not accept liability for damage or loss to any passenger entering or leaving the vehicle whilst in motion.

16 / Refreshments

Under no circumstances may alcoholic drinks be carried or consumed on the vehicle without the permission of the Company. It is illegal to carry or consume alcoholic drinks on a coach proceeding to or from designated sporting events and permission cannot be given in these cases. Other than a vehicle expressly converted for the purpose, food or drink (except for small items of confectionary) may not be consumed on the vehicle without the prior agreement of the Company or the driver. Specifically at football matches no alcohol may be carried to or from the event under any circumstances. In addition the Police have issued guidelines for Coach Operators to adhere to when carrying supporters to and from matches. The Company will be pleased to advise you on these regulations on request.

17 / English Law

Orders are only accepted in that the law of England shall apply to the contract arising from such an order and to the determination of the rights and liabilities of the respective parties and in that no action or other proceedings shall be brought by either party in relation to such contract except in a court of competent jurisdiction in England.

18 / Insurance

All Hirers and individual passengers are recommended to obtain insurance for those items, where save for negligence, the Company's liability is limited (such as delay or luggage or items of value).

19 / Surcharges

After a confirmation has been sent to the hirer, providing there are 7 days prior to the departure date, the company reserves the right to pass on increases in the cost of fuel, taxes imposed by the Governments of the United Kingdom and any countries visited during the journey, road tolls and foreign currency. No surcharges will be levied within 7 days of departure. On notification of such surcharges, the hirer may cancel the booking subject to cancellation charges shown in **8**. The liability of the company will be limited to the cost of the hire and any ancillary services supplied.