These are the conditions of hire of YMS Travel (hereinafter called the company). They form the basis of the contract under which the company agrees to hire its vehicles to the customer (hereinafter call ‘the hirer’). By proceeding with the hire of the vehicle from the company the hirer agrees to be bound by these terms.

**Breakdown and Delays**The company gives its advice on journey time in good faith. However, as a result of breakdown, 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. Every effort is made to replace a driver or vehicle if needed due to illness or breakdown as quickly as possible.

**Loss or Damage to Personal Property**The company will not be responsible for any damage to, or loss of, personal property left in vehicles, however caused. The driver will always lock the vehicle when unattended and will advise passengers on each job about access to vehicle during the time the vehicle is booked.

**Liability for Injury**The company will not accept any liability for damage, injury or loss by any passenger moving around the vehicle without necessity and, in the case of travelling on one of our vehicles with a standing allowance, all standing passengers must remain in place and use all grab handles or rails available.

**Supplying Coaches with Additional Seating Capacity**The company reserves the right to supply a larger vehicle than that ordered for any journey and in this event no additional charge shall be made to the hirer unless the additional seating capacity is utilised.

**The Use of Other Operators Vehicles**The company reserves the right to substitute other operators’ vehicles in place of its own for any journey or part thereof. All efforts will be made to use a substitute vehicle of equal capacity and quality where possible.

**Payment Terms**A deposit of 50% of the hire charge is payable at the time of booking to secure the vehicle. The balance is payable no later than 7 days before the date of hire, unless other payment terms are imposed or agreed in writing with the company. (The company reserves the right to decline to execute any work when the foregoing condition has not been adhered to, in which case the deposit becomes forfeitable by the hirer to the company).

**Passenger Capacity and Seat Belts**No passenger may be carried in excess of the registered capacity of the vehicle and all passengers should always wear the seat belts provided, where they are provided.

**Drivers Hours Regulations**The hirer undertakes to abide by all statutory requirements and regulations which may in any way affect the journey or itinerary in question. Drivers are aware of and very familiar with these regulations, however they will conform to any reasonable request made by members of the party should regulation allow.

**Damage to Company Vehicle**The company’s private hire vehicles are constructed and adapted to transport seated and standing passengers depending on the category and style of vehicle hired. Standing on seats or use of other surfaces in the vehicle as seats is not permitted and the company will not be held responsible for any damage, injury or loss as a result of this. The actual hirer will be responsible for and shall indemnify the company against any damage caused to the vehicle(s) as a result of negligence, wilful or otherwise, and/or malice due to the action of all or any member(s) of the party. Any damage caused to the vehicle will be charged to the same invoice details as the hire invoice.

**Cancellation by the Hirer**

1. The company reserves the right to charge a cancelation fee on a sliding scale as follows:

Over 28 days prior to hire date – no charge
28 to 14 days prior to hire date - 20% of hire charge
14 to 7 days prior to hire date - 50% of hire charge
7 days or less prior to hire date - 100% of hire charge
2. The cost of accommodation, meals and theatre tickets which have already been purchased by the company at the request of the hirer, will be charged to the hirer, plus any administration charges incurred by the company.
3. Cancellation from either the company or the hirer due to inclement weather conditions will be charged as above.

d. Theatre tickets\* once purchased are not returnable and must be paid for in full (\*or any other ancillary service).

**Consumption of Alcohol**The driver is the sole arbiter as to whether alcohol will be permitted on the vehicle. The Hirer will be responsible for ensuring that passengers act in a responsible and proper manner. The driver as the right to refuse travel at any point in the journey for any individual that poses a risk or threat to the safety of the driver, vehicle or fellow passengers.

**Additional Charges upon Completion of Hire**The company reserve the right to impose additional charges on the hirer following completion of the hire if the passengers have left the vehicle in an unreasonably untidy condition or having required additional time or mileage which was not included for in the original hire cost.

**No Smoking Policy**Hirers should that this company operates a strictly no smoking policy on all coaches. Would hirers please bring this condition to the attention of all passengers intending to travel on the coach. This includes all forms of electric cigarettes also.

**Quotations**Quotations are made subject to vehicle suiting the hirer’s requirements available at the time of acceptance. Quotation prices are valid for 28 days from issue or a date specified but the vehicle can only be held for 48 hours from the time of issuing the quotation pending a decision from the hirer. After this time the vehicle is available for hire again and the customer could lose their vehicle.

**Returnable Additional Deposits**The company reserves the right to insist upon a returnable additional deposit being provided by the hirer in addition to the hire charge. Upon completion of the hire, the vehicle will be inspected by a member of the management team. Provided that the condition of the vehicle left by the hirer or his/her passengers does not incur any additional expenses either in cleaning or repair then the hirer is entitled to a refund of the additional deposit. This decision is at the sole discretion of the inspecting member of management and will not be successfully contested without evidence that the additional expenses incurred were not due to the negligence or actions of the hirer or other passengers.