

# Chauffeur Executives Oxford Terms & Conditions

## 1. Application

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 Chauffeur Executive Oxford informed prior to the hire taking place. Chauffeur Executive Oxford 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.

## 2. Quotations

Quotations are given on the basis of the direct route and on information provided by the hirer. The route used will be at the discretion of Chauffeur Executive Oxford unless it has been particularly specified by the hirer.

All quotations are given subject to Oxford Travel Limited having a suitable vehicle available at the time the hirer accepts the quotation. Quotations are valid for 14 days unless otherwise notified. Quotations and reservations made for periods greater than one calendar month in the future may be subject to a fuel surcharge if the cost of fuel significantly increases. The company will inform the hirer of any additional charge at its earliest convenience.

Quotations are given for minibus and driver only. Any additional charges will be separately identified and will be the hirer's responsibility unless otherwise specified.

## 3. Use of Vehicle

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

#### **4. Special terms & conditions (when legally required) relating to Covid19 Safety**

4.1 In order to help ensure the safety of our customers and staff, you must until further notice whenever travelling on a vehicle you have booked with us:

- wear a face covering when travelling on our vehicles.
- keep two metres apart from other customers where possible when queuing for the vehicle and/or follow seat allocations and instructions from our staff on maintaining social distancing; and
- stay in your chosen seat for the entire journey and only use the toilet when it is unavoidable.

4.2 You may be refused entry on-board the vehicle if you do not have an appropriate face covering, or you may be asked to leave the vehicle if you persistently fail to comply with these rules. Please note that you shall not be entitled to a refund if you do not have and/or fail to wear the face covering as directed following Government advice.

4.3 Prior to boarding the vehicle, the driver or another member of staff may take your temperature remotely to ascertain if you are demonstrating a symptom of Covid-19. We shall not record or retain this data. The driver may refuse you travel if you (A) provide a temperature reading of 38C or higher; or (b) refuse to have your temperature taken.

4.4 Please note that clauses 4.1 to 4.2 shall not apply to those who have a physical or mental disability which would impact on or prevent those individuals from complying with such measures. We would advise you to make your travel consultant aware of this before you journey; so that they can make the driver aware that you will be travelling without a face covering.

4.5 If you already wear a face-covering for religious purposes, provided it covers your mouth and nose, you will not be required to wear any additional protective coverings.

4.6 Please note that the requirement to wear a face covering shall not apply to children below the age of three.

#### **5. Route and Time Variation**

Chauffeur Executive Oxford reserves the right to levy additional charges for further mileage or time to that agreed. 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. Chauffeur Executive Oxford will not accept liability for any losses incurred by passengers who fail to follow instructions given by the hirer.

Whilst every effort will be made to avoid known holdups, Chauffeur Executive Oxford will not accept any liability for the consequences of delays to journey times as a result of road closures, traffic conditions, breakdown, weather or third party services.

## **6. Smoking & Alcohol**

Smoking and the consumption of alcohol on board our vehicles is strictly forbidden. Chauffeur Executive Oxford reserves the right to terminate the hire if this condition is not adhered to.

The Company also reserves the right to refuse travel by any passenger whom the driver considers to be heavily under the influence of alcohol or drugs.

## **7. Luggage**

The carriage of luggage is entirely at owner's risk, Chauffeur Executive Oxford will not be responsible for any damage to, or loss of, personal property carried within the luggage or passenger area.

## **8. Minibus Parking**

Minibus parking, unless stated, is not included in the price of hire. Any charge payable for the parking or waiting of the vehicle, whilst undertaking the hire, is the sole responsibility of the hirer. This must be paid for in full on booking or on the day, as circumstances permit.

## **9. Drivers' Hours**

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 passengers shall delay or otherwise interrupt the journey in such a 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.

## **10. Seating Capacity**

Chauffeur Executive Oxford 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. For operational reasons the company may, at times, need to substitute the booked vehicle for one of greater seating capacity.

### **11. Conveyance of Animals**

On a private hire, no animals (other than registered assistance dogs notified to Chauffeur Executive Oxford in advance) may be carried on any vehicle without prior written agreement from the company.

### **12. Confirmation**

Normally, written confirmation by Chauffeur Executive Oxford is the only basis for the acceptance of a hiring or for a subsequent alteration to its terms.

### **13. Payment**

All deposits requested must be paid by the date stated, and payment in full must be made 14 days before the start of the hire unless otherwise agreed by Chauffeur Executive Oxford. The company reserves the right to add interest at the rate of 5% per annum above the Bank of England Base Rate, calculated on a daily basis, from the date by which payment should have been made. A deposit of up to **£100** may be requested by the Company in addition to the hire charge. This deposit will be fully refunded following completion of the hire subject to there being no damage to the vehicle or incidents related to alcohol and/or drugs.

### **14. Complaints**

Should you have any problems or complaints, it is essential that you notify the driver immediately. If you then remain of the opinion it has not been dealt with satisfactorily, you should notify our office in writing no later than 7 days after your scheduled return.

### **15. Cancellation by Hirer**

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

<b>Notice Given</b>	<b>Charge</b>
14 days or more	£20 fixed administration charge
6-13 days	10% of hire
3-5 days	25% of hire

1-2 days	50% of hire
Cancellation on the day or failure to use.	100% of hire

b) If any additional items have already been purchased by Chauffeur Executive Oxford at the request of the hirer, e.g., ferries, accommodation, meals, parking, theatre tickets, etc. the cost will be charged to the hirer, plus any administration charges incurred by the company