



## **GUTSI Commuter Service – Terms and Conditions of Business**

These conditions apply to the use of the GUTSI Commuter Service, and not the private hire of GUTSI (please see GUTSI Private Hire Terms and Conditions of Business) or using GUTSI as a package, as defined by the package travel, package holidays and package tour regulations 1992.

### **1. Application and Acceptance**

These conditions apply whether a contract has been made verbally or in writing. They apply to the hirer, either a commuter (passenger) individually and acting on behalf of any passengers it invites to join the service or for whom it pays.

If the hirer is a company, group, or partnership, the hirer hereby agrees to accept these terms and conditions on behalf of any of its employees, contractors, or any nominated individual who it allows to use the service, whether it is provided free or charge by the Company or payable. The hirer is responsible for the actions and decisions of all the nominated passengers on board the service including any additional costs incurred in performing the contract, whether or not they actually travel with the party.

By using the service, you agree to accept these terms and conditions.

### **2. Costs**

The cost of the service will be set out to you in advance of travel. The costs of travel must be made monthly in advance of travel.

The route used will be at the discretion of the company unless it has been particularly specified by the company in which case it will be clearly shown on the confirmation.

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

Prices will be quoted exclusive of VAT which will be charged at the prevailing rate (zero rated as of 15/02/12).

The company reserves the right to decline applications to use the service, or to terminate the hirer's use of the service at any time. In the event that the service is pre-paid a full refund of any paid monies will be made.

### **3. Route and Time Variation**

The company reserves the right to levy additional charges for additional mileage or time than that agreed. The charges will be pro rata and in accordance with the formula used to calculate the monthly fare.

The vehicle will depart at times agreed by the company, and it is the responsibility of the hirer to join the service at those times. The service will operate on time and will not wait for any passengers who fail to report to the designated collection address on time. The company will not accept liability for any losses incurred by passengers who fail to follow instructions given by the hirer and who are not collected by the service.

### **4. 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 passenger 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. Any additional costs will be as in condition 4. We reserve the right to change the driver at any time.

### **5. Seating Capacity**

The company 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.

### **6. Conveyance of Animals**

On the GUTSI Commuter Service, no animals (other than guide dogs and hearing dogs notified to the company in advance) may be come on any vehicle without prior written agreement from the company.

### **7. Confirmation**

Normally, written confirmation by the company is the only basis for the acceptance of a new commuter onto a service or for a subsequent alteration to their terms of use.

### **8. Payment**

Any amount requested must be paid by the date stated, and payment in full must be made before the start of the hire unless otherwise agreed by the company. The

company reserves the right to add interest at the rate of 2% compound interest per calendar month, after the date by which payment should have been made. Any additional costs incurred as a result of the hire (including additional mileage waiting time) will be invoiced following the hire and will be payable within 7 days of receipt of invoice. These charges will be charged extra in accordance with the following pricing structure:

- a. waiting time charged at £30 per hour
- b. Additional mileage charged at £2.00 per mile.

#### **9. Cancellation by Hirer**

a. If the commuter wishes to cancel the agreement, they must give one calendar months notice in writing. The company will not accept cancellation by telephone.

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

c. All tickets once purchased are not returnable and must be paid for in full. (or other such ancillary service)

d. If the customer does not appear at the time and place designated as the pickup point, all monies paid will be non-refundable.

#### **10. Cancellation by the Company**

In the event of any emergency, riot, civil commotion, strike, lock out, stoppage or restraint of labour or on the happening of any event over which the company has no control (including adverse weather and road conditions) or in the event of the commuter taking any action to vary agreed conditions unilaterally, the company may, by returning all money paid and without further or other liability, cancel the contracted service.

In the event that the company cancels the service for any reason, including the above, it will use its best endeavours to contact the hirer to notify them of this change. In this event, the company will return all monies paid and without further or other liability, cancel the contracted service. In such events, the company will have no liability for any costs incurred by the hirer for replacement travel.

#### **11. Vehicle to be Provided**

a. The company reserves the right to provide a larger or more executive vehicle than that specified at no additional charge unless any extra seats are used in which case an additional pro rata charge will be made to the hire charge.

b. The company reserves the right to substitute another vehicle (including those of other operators) or ancillary

facilities for all or part of the hiring subject to such substitutes being of a least equivalent quality.

c. The company reserves the right to provide multiple vehicles to meet the seating capacity requirements of the hirer,

d. The company reserves the right to subcontract this work but will notify the hirer in advance of any requirement, unless this is within 24 hours of the hire.

e. There is a strict no smoking and eating policy in all vehicles.

#### **12. Breakdown and Delays**

The company gives its advice on journey time in good faith. However, as a result of breakdown or 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.

#### **13. Agency Arrangements**

Where the company hires-in vehicles from other operators at the request of the hirer and where the company arranges ancillary facilities such as meals, papers, accommodation, ferries, admission tickets or any other services provided by another supplier, it does so as agent for and on behalf of the hirer. Any terms and conditions imposed by such other suppliers through the company shall, insofar as they are supplied to the hirer, be binding on the hirer as if he had directly contracted such services and the hirer shall indemnify the company against any loss, claim, damage or award in respect of a breach of such suppliers terms and conditions brought about by the hirer's action.

#### **14. Passengers Property**

a. All vehicles hired by the company are subject to restrictions on carrying luggage for statutory safety reasons. The hirer accepts that the driver shall be the sole judge as to whether and to what meets these restrictions. Large, bulky items may not be able to be carried, and the hirer should take all steps to notify the company in advance of such requirements.

b. Responsibility for Luggage:

You are responsible for your luggage and personal belongings at all times.

c. Liability for Luggage and Personal Belongings:

We will only be liable for any loss or damage to your luggage and personal belongings caused by our negligence. Our maximum liability to you for any loss of

or damage to your luggage whether for breach of contract, our negligence, or any deliberate or negligent acts of any of our employees, agents or representatives or otherwise, shall be limited to £100 per passenger per Journey.

**d. Lost Property:**

If you leave or lose any of your luggage whilst travelling on one of our vehicles and the luggage is either found by or handed to a member of staff we shall take reasonable care of that luggage. Such luggage will be stored at such a location as we may decide but all such storage will be at the passenger's risk. We may charge you a reasonable administration fee for the storage and return of your lost luggage.

If you do not collect your lost luggage within 1 month of our receiving or finding it, we reserve the right to dispose of it in any manner we wish, including by destruction or sale and we shall give sale proceeds to a charity of our choice. We shall be entitled to open and examine any left or lost luggage. If there are any items which we consider are dangerous or perishable or otherwise unsuitable for storage, we shall be entitled to dispose of such items within 48 hours of our receiving or finding them.

If you find any property on one of our vehicles belonging to someone else, you must hand it over to the driver as soon as it is safe to do so.

**15. Conduct of Passengers**

The driver is responsible for the safety of the vehicle at all times, and as such may remove any passenger whose behaviour prejudices safety or is in breach of the Public Service Vehicle (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990. These regulations set out certain rights and responsibilities on all parties, and full details of these can be obtained from the company on request. The hirer is responsible for any damage caused to the vehicle by any passenger for the duration of the hire.

**16. Complaints**

In the event of a complaint about the company's services, the hirer should endeavour to seek a solution at the time by seeking assistance from the driver or from the company. If this has not provided a remedy, complaints should be submitted in writing and within 14 days of the termination date of the hire.

Complaints will be acknowledged within 14 working days and the Company will aim to resolve any complaint within 28 days of it being made. Full details of the Company's complaint procedure are available on request.

**17. Notices**

No bill, poster or notice is to be displayed on any vehicle without the written consent of the company.

**18. Refreshments and Alcoholic Drinks**

Other than on a vehicle fitted expressly for that purpose, food (except confectionery) and drink (including alcoholic beverages) may not be consumed on the vehicle without prior consent from the company. Only food (except confectionery) and beverages supplied by the company may be sold or distributed on the vehicle.

**19. Surcharges**

Once a confirmation has been issued to the hirer, providing there are 30 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 UK and of other countries to be visited during the journey, road tolls, and foreign currency. No surcharges will be levied within 30 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 the company will be limited to the cost of the hire and any ancillary services supplied.

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