

DAn Travel Ltd

Terms & Conditions of Hire

In accordance with the Consumer Rights Act 2015 and PSV Operator Regulations

· **Quotations and Bookings**

- Validity: All quotations are valid for a period of 28 days unless otherwise specified. A booking will be confirmed only upon receipt of a non-refundable deposit and the issuance of written confirmation by the Company.
- Accuracy: The Hirer is responsible for verifying the correctness of all booking details, including dates, times, and collection points. Any amendments must be submitted in writing and may incur additional charges.

· **Payment and Deposits**

- Deposit: A non-refundable deposit £100.00 is required within seven days of booking.
- Final Balance: For private hire arrangements, the full balance is due no later than fourteen days prior to the travel date.
- Contract Invoicing: For local council or school contracts, payment terms are strictly thirty days from the invoice date unless alternative provisions have been agreed upon.

· **Cancellation Policy**

- If the Hirer cancels the booking, the following scale of charges will apply to the total hire fee:
 - Fourteen days or more: Deposit only
 - Seven to thirteen days: 50% of the total hire cost
 - Two to six days: 75% of the total hire cost
 - Less than forty-eight hours: 100% of the total hire cost

- Company Cancellation: Should an emergency or Force Majeure event occur (e.g., extreme weather conditions, civil unrest), the Company's liability is limited to a full refund of all monies paid.

- **Driver's Hours and Safety**

- Legal Compliance: Driver operating hours are governed by the PSV Drivers' Hours Regulations. The Hirer must not request adjustments to the itinerary that would require drivers to exceed these statutory limits.

- Route Authority: The assigned driver reserves the right to determine the route taken, considering vehicle regulations and safety requirements.

- **Vehicle Use and Substitution**

- Substitution: The Company retains the right to substitute a vehicle with another of similar capacity or to subcontract the journey to a licensed PSV operator if necessary, such as in the event of mechanical breakdown.

- Soiling & Damage: The Hirer is liable for any damage. A minimum professional cleaning fee of £100 applies if soiling occurs due to passenger actions.

- **Liability and Insurance**

- Personal Property: The Company accepts no liability for the loss of or damage to passengers' personal belongings except where attributable to the Company's proven negligence.

- Delays: While punctuality is prioritized, the Company cannot accept liability for delays resulting from circumstances beyond its control, including traffic congestion, roadworks, or mechanical failure.

Legal Compliance (England & Wales)

To ensure compliance and legal robustness for 2025, policies must align with the following:

- **Consumer Rights Act 2015**

Terms for private hire customers must be clear ("Transparent") and easily accessible ("Prominent"). Any term deemed "unfair", such as disproportionately high cancellation charges, may be invalidated by a court.

- **GDPR (Data Protection)**

Where school contracts involve handling of student data (names, medical needs, etc.), data processing shall be restricted solely for transport purposes and deleted at the conclusion of the contract or academic year.

· Public Passenger Vehicles Act 1981

Operators reserve the right to refuse service to individuals causing nuisance or presenting a safety risk. Vehicles must remain roadworthy and appropriately licensed for their seating capacity.

AGREED AND ACCEPTED:

NAME

TITLE

DATE