

## TRANSLINK CONDITIONS OF PRIVATE HIRE

These conditions form the basis of a legally binding contract between you (as the person making the booking) and Translink. When you make this booking, you confirm that you have authority to accept and do accept responsibility on behalf of your party for compliance the terms of these booking conditions.

The contract is made subject to the terms of these booking conditions which are governed by the law of Northern Ireland. Please ensure that you take a few moments to study them as they set out what responsibility we each have under the contract. This is very important, and reading it now helps you avoid problems later.

The private hire of a Translink vehicle and driver or other personnel to operate a journey as detailed in the Contract, between the Hirer and Translink, not operating as a package, as defined by the Package Travel, Package Holidays and Package Tour Regulations 1992 shall be governed in all respects by these Conditions. These Conditions do not apply to party or group travel, on Scheduled Trains or Buses or on Special Trains or Buses.

### **1. DEFINITIONS**

1.1 In these Conditions unless the context otherwise requires:-

**“Conditions of Carriage”**

means Translink’s standard conditions of carriage for the time being;

**“Contract”**

means a contract for the private hire of any Translink vehicle and driver or other personnel to operate a journey entered into by a Hirer on the terms set out in these Conditions;

**“Hirer”**

means the individual, business or organisation requesting the hire of any Translink vehicle and any driver or other personnel to operate a journey as specified in the Contract;

**“Hirer’s Representative”**

means the person acting as agent on behalf of the Hirer of any Translink vehicle and driver or other personnel to operate a journey as nominated under Condition 2 of these Conditions as specified in the Contract;

**“Passengers”**

means persons who shall travel on any Translink vehicle;

**“Scheduled Trains or Buses”**

means any Translink train or bus operating on a scheduled timetable service;

**“Special Deposit”**

means the deposit referred to in Condition 10 of these Conditions;

**“Special Train(s) or Bus(es)”**

means a Translink train or bus other than a Scheduled Train or Bus;

**“Translink”**

means all Citybus Limited (Metro), Northern Ireland Railways Co Limited, Ulsterbus Limited, and Ulsterbus Tours as the context shall require or as specified in the Contract and, where the context permits, includes their respective servants and agents.

- 1.2 In these Conditions reference to the masculine includes the feminine and neuter and vice versa and reference to the singular includes the plural and vice versa.
- 1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 1.4 Reference to any statutory provision or regulations includes a reference to any consolidation, modification or re-enactment thereof.

**2. APPLICATIONS**

- 2.1 These Conditions apply whether a Contract has been made verbally or in writing. The Hirer acts on behalf of all Passengers travelling on a Translink vehicle. If the Hirer is a company, group or partnership, or an individual who is not going to travel with the party, then an individual must be named as the responsible person, and Translink informed prior to such hire taking place. The Hirer, or responsible person, must be 18 years of age or over. The Hirer is responsible for the identification and control of Passengers entitled to travel on a Translink vehicle and for the actions and

decisions of all the Passengers on board including any additional costs incurred in performing the Contract, whether or not the Hirer actually travels with the party. The Hirer may by notice in writing to Translink appoint a Representative to act on its behalf. Translink shall treat such Representative as the duly authorised agent of the Hirer and may elect not to proceed with or continue a journey in the absence of the Hirer or the Hirer's Representative. Translink will only accept instructions from the Hirer or Hirer's Representative.

- 2.2** Translink shall ensure compliance with the Public Services Vehicle Regulations and other requirements of the general law. The Hirer shall be responsible for ensuring that all Passengers using Translink vehicles under a Contract comply with such requirements.

### **3. QUOTATIONS**

- 3.1** Quotations are given on the basis of the most direct route and on information provided by the Hirer. The route used will be at the discretion of Translink unless it has been particularly specified by the Hirer in which case it will be clearly shown on the booking confirmation. Any route or other piece of information not supplied by the Hirer shall be deemed not to form any part of the Contract.

- 3.2** All quotations are given subject to Translink having available a suitable vehicle at the time the Hirer accepts the quotation.

- 3.3** Quotations are valid for 28 days unless otherwise notified.

- 3.4** In relation to bus/coach hire, quotations are given for the bus/coach and driver only. Any additional charges eg bus/coach parking, admission charges, ferry charges, road or bridge tolls, driver's expenses, will be separately identified and will be the Hirer's responsibility unless otherwise specified in the Contract.

### **4. USE OF VEHICLE**

- 4.1** The Hirer cannot assume use of the vehicle between outward and return journeys, nor is the vehicle to remain at the destination for the Hirer's use unless this has been agreed in writing with Translink in advance.

- 4.2** The Hirer shall use the Translink vehicle, solely for the conveyance of a group of Passengers for the duration of the journey detailed in the Contract. The Hirer shall not cause or permit any unlawful use of the vehicle or the carriage of any Passenger, the uplifting of whom by Translink's vehicle would be contrary to any regulation or law.

## **5. ROUTE AND TIME VARIATION**

- 5.1** Translink reserves the right to levy additional charges for additional mileage or time over and above that agreed in the Contract. The charges will be pro rata and in accordance with the formula advised on the booking confirmation.
- 5.2** Translink may, for reasons of safety, security or otherwise, deviate from the route specified by the Hirer or refuse to travel to any point or over any road which Translink considers unsuitable.
- 5.3** 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. Translink will not accept liability for any losses incurred by Passengers who fail to follow instructions given by the Hirer. The Hirer shall indemnify Translink for any such loss or expense or any other loss incurred or for any claim brought in such circumstances.

## **6. DRIVERS' HOURS**

The hours of operation for the driver are regulated by law and the Hirer accepts the responsibility for ensuring the hire keeps to the hours and times agreed by Translink and as specified in the Contract. Neither the Hirer nor the Hirer's Representative 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 levied in accordance with Condition 5 above.

## **7. SEATING CAPACITY**

- 7.1** Translink 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 agreed capacity which shall be specified in the Contract.
- 7.2** Both the maximum seating capacity and the maximum standing capacity (where permitted) or the vehicle shall be calculated in accordance with Regulations 18 and 20 of the PSV Regulations 1985.

## **8. CONVEYANCE OF ANIMALS**

On a private hire, no animals (other than guide/hearing dogs notified to Translink in advance) may be carried on any vehicle without prior written agreement from Translink.

## **9. CONFIRMATION**

Normally, written confirmation by a duly authorised officer of Translink is the only basis for the acceptance of a hiring or for a subsequent alteration to its terms.

## **10. PAYMENT**

- 10.1** Hire charges for the private hire of the Translink vehicle(s) shall be those specified in the Contract. Any deposit requested must be paid by the date specified in the Contract and payment in full must be made before the start of the hire unless otherwise agreed in writing with Translink. Translink 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.
- 10.2** Translink may require a special deposit of £50.00 or upwards as Translink shall see fit in the circumstances, which shall not be regarded in any way as payment for the quoted hire charges and which may be held by Translink, until after the Contract is completed, as security for any additional expense, costs, delays, fines, or any other penalties which Translink reasonably considers may be incurred. Without prejudice against any remedy which Translink may have against the Hirer any unappropriated balance of the deposit shall be returned to the Hirer in due course.

## **11. CANCELLATION BY HIRER**

**11.1** If the Hirer wishes to cancel any Contract or agreement, the following scale of charges will apply in relation to the total hire charge:

<b>Days prior to hire</b>	<b>Cancellation Charge</b>
10 days or more	None
6 – 9 days	10% of hire
3 – 5 days	25% of hire
1 – 2 days	50% of hire
Day of hire	Minimum of 85% of hire
Arrival of coach or departure point	100% of hire

Furthermore, in the case of train hire, any unavoidable costs incurred above and beyond those listed above, will also be charged.

For unusually large hire jobs, Translink may impose alternative cancellation schedules, to be discussed upon booking.

**11.2** The cost of accommodation, meals and theatre tickets which have already been purchased by Translink at the request of the Hirer or the Hirer's Representative will be charged to the Hirer plus any administration charges incurred by Translink.

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

**11.4** Theatre tickets or other such ancillary service once purchased are not returnable and must be paid for in full.

## **12. CANCELLATION BY TRANSLINK**

**12.1** In the event of any emergency, riot, civil commotion, strike, lock out, stoppage or restraint of labour or on the happening of any event which is beyond the reasonable control of Translink (including adverse weather and road conditions) or in the event of the Hirer or the Hirer's Representative taking any action to vary agreed conditions unilaterally, Translink may, by returning all money paid and without further or other liability, cancel the Contract.

**12.2** Translink shall be entitled to cancel the Contract for hire if Condition 10 (Payment) has not been complied with.

### **13. VEHICLE TO BE PROVIDED**

**13.1** Translink reserves the right to provide a larger vehicle, or in the case of trains, a greater number of carriages, than that specified for all or part of the hiring at no additional charge unless any extra seats are used, in which case an additional pro rata charge may be made to the hire charge.

**13.2** Translink reserves the right to substitute another vehicle (including those of other operators) or ancillary facilities for all or part of the hiring without notice.

**13.3** Vehicles equipped with seatbelts may be provided subject to availability. Please specify upon booking.

**13.4** Wheelchair accessible vehicles may be provided subject to availability. Please specify upon booking.

### **14. BREAKDOWN AND DELAYS**

**14.1** Translink 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 Translink, journeys may take longer than predicted, and in those circumstances Translink will not be liable for any loss of inconvenience suffered by the Hirer as a result, unless it is shown that such loss or inconvenience is directly attributable to the negligence of Translink.

### **15. AGENCY ARRANGEMENTS**

Where Translink hires-in vehicles from other operators at the request of the Hirer and where Translink arranges ancillary facilities such as means, accommodation, ferries,

admission tickets, or any other services provided by another supplier, it does so as agent for and on behalf of the Hirer and without any liability on Translink's part. Any terms and conditions imposed by such other suppliers through Translink 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 Translink against any loss, claim, damage or award in respect of a breach of such supplier's terms and conditions brought about by the Hirer's action.

## **16. PACKAGE TRAVEL REGULATIONS**

**16.1** If the Hirer or the Hirer's Representative organises other elements of a package in addition to the provision of transport, the Hirer may be defined as an 'Organiser' or a 'Retailer' for the purposes of the Package Travel, Package Holidays and Package Tours Regulations 1992 ("the Package Regulations 1992") and as such will be required to comply with the provisions of those Regulations.

**16.2** In this instance, Translink cannot accept any liability that may be incurred for losses or damage that it would otherwise accept under the terms of the Package Regulations 1992.

**16.3** The Hirer accepts responsibility for ensuring whether they are so defined, and Translink cannot accept liability for loss or damage incurred that should have been the responsibility of the Hirer's Representative if the Hirer was the legally defined Organiser or Retailer.

**16.4** Where Translink acts as a Organiser or Retailer, it will issue separate conditions of trading relating to its liabilities and responsibilities under the Package Regulations 1992.

## **17. PASSENGER'S PROPERTY**

**17.1** All vehicles hired by Translink are subject to restrictions on carrying luggage for statutory safety reasons. The Hirer accepts that the driver or crew shall be the sole judge as to whether, and to what extent, Passenger's property is carried. Large, bulky items may not be able to be carried, and the Hirer or the Hirer's Representative should take all steps to notify Translink in advance of such requirements. Such items



of luggage may not be carried without Translink's prior consent which shall not be unreasonably withheld.

**17.2** The loading and unloading of all luggage shall be the responsibility of the Hirer or the Hirer's Representative but shall be subject to any directions which Translink may give in respect of safety.

**17.3** Unless otherwise specified by the company or an authorised official, passengers personal luggage may be carried on Ulsterbus/Metro vehicles at the discretion of the company or an authorised official, on the understanding that the Hirer will take all reasonable steps to avoid loss or damage. The Hirer or the Hirer's Representative should notify Translink or the driver if items of exceptional value are to be carried on the vehicle. It is the Hirer's responsibility to minimise risk of loss when property is left unattended.

Overhead luggage shelves are for the carriage of lightweight items of apparel and should not be used for other purposes.

The driver may direct where luggage should be placed.

The driver may assist with the luggage but it is the passenger's responsibility to see it on and off the vehicle (different arrangements may apply at different depots or stations). Passengers must look after their luggage at all times including whilst at the station, at stops and on the vehicle itself. Valuables should not be stowed in the luggage hold/boot but taken on board and kept on the person or placed in a visible position under the seat.

Luggage must not occupy a passenger seat. Passengers' luggage items are carried at the owner's risk irrespective of whether they have been handed to a Company employee or not. If however it transpires that the Company is proven to have been negligent, the Company's liability shall be limited to £300 per suitcase and an overall limit of £500 per passenger.

**17.4** All articles of lost property recovered from the vehicle will be held at Translink's premises where the vehicle is based, and will be subject to the current Public Service

Vehicle Regulations (Northern Ireland) 1985 (“the PSV Regulations 1985”). Translink will provide details of this legislation on request.

## **18. CONDUCT OF PASSENGERS**

- 18.1** The driver or crew are responsible for the safety of the vehicle at all times, and may remove any Passenger whose behaviour prejudices safety or is in breach of the PSV Regulations 1985, Railway Bye-laws and other applicable railway related legislation or other requirements of the general law. The PSV Regulations 1985, Railway Bye-laws and other applicable railway related legislation set out certain rights and responsibilities on all parties, and full details of these can be obtained from Translink on request. The Hirer shall be responsible for ensuring that all Passengers using Translink vehicles under a Contract entered into by them, comply with such requirements and with the directions of its driver or crew in relation to health, safety, security and/or for the convenience of other Passengers.
- 18.2** The Hirer shall indemnify Translink against all actions, proceedings, fines, costs, claims, damages, expenses and demands which it may suffer in consequence of any misbehaviour or breach of regulation or law by any Passenger which is part of its party travelling on a Translink vehicle or for breach of these Conditions by the Hirer or the Hirer’s Representative or by any such Passenger.
- 18.3** The Hirer is responsible for and shall indemnify Translink against the costs of any damage caused to Translink vehicles or any other Translink property by any Passenger or due to the negligence of the Hirer, the Hirer’s Representative or of any member of the Hirer’s or the Hirer’s Representative’s party for the duration of the hire.
- 18.4** The Hirer or the Hirer’s Representative should be aware of the requirements relating to the consumption of alcohol, which are set out in paragraph 21 below.
- 18.5** The Hirer and the Hirer’s Representative should be aware that Passengers are prohibited from smoking in a Translink vehicle and in all Translink buildings and terminals..

## **19. COMPLAINTS**

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

## **20. NOTICES**

No flag/emblem, bill, poster or notice is to be displayed on any vehicle without first obtaining the prior written consent of Translink.

## **21. REFRESHMENTS AND ALCOHOLIC DRINKS**

- 21.1** In relation to road vehicles, other than on a vehicle fitted expressly for that purpose, food and drink (apart from confectionery, fruit, soft drinks, etc) may not be consumed on the vehicle without first obtaining the prior written consent from Translink. The Hirer or the Hirer's Representative is responsible for ensuring that all Passengers in their party remove from the vehicle any litter generated and dispose of it in an approved manner.
- 21.2** The purchase and consumption of alcohol on trains shall be subject to the current licensing regulations and Railway Bye-laws.
- 21.3** The Hirer and the Hirer's Representative should be aware that the consumption of alcohol by Passengers in a Translink vehicle is prohibited.
- 21.4** Where the hire is to a sporting event, the Hirer or the Hirer's Representative should make themselves aware of the legal requirements, (including the penalties which can be imposed), relating to alcohol, contained in the Sporting Events (Control of Alcohol) Act 1985 (applicable in England and Wales), The Criminal Justice (Scotland) Act 1980 (applicable in Scotland) and the Justice Act (Northern Ireland) 2011 (applicable in Northern Ireland) as well as the conditions of entry to race courses as laid down by the Race Course Association Limited. Translink will provide details of these restrictions on request.

**21.5** Under the Public Order (Amendment) (NI) Order 1997 persons may not carry intoxicating liquor on a passenger vehicle which is being used for the principal purpose of carrying Passengers to a place in the vicinity of the route or proposed route of a public procession. Translink will provide details of this legislation on request.

## **22. SURCHARGES**

**22.1** Once a confirmation has been issued to the Hirer or the Hirer's Representative, providing there are 30 days prior to the departure date, Translink reserves the right to pass on increases in the cost of fuel, taxes imposed by Governments of the United Kingdom 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 Condition 11. The liability of Translink will be limited to the cost of the hire and any ancillary services supplied.

## **23. GENERAL CONDITIONS OF CARRIAGE**

**23.1** The standard 'Conditions of Carriage' of the Translink companies shall apply to all Contracts entered into in accordance with these Conditions and to the carriage of all Passengers on Translink vehicles. Translink will provide copies of the Conditions of Carriage on request.

## **24. HEALTH AND SAFETY**

Translink represents and warrants to the Hirer that all necessary tests and examinations have been made or will be made upon any Translink vehicle prior to the journey to ensure that the vehicle is safe and can be used without risk to health or safety of persons travelling in the vehicle. Translink shall (subject to Condition 17) remain liable for any actions, suits, claims, demands, losses, charges, costs or expenses which may be suffered by the Hirer or any member of their respective party travelling on a Translink vehicle who has suffered injury directly or indirectly as a result of or in connection with any breach of this Condition.

**25. NOTICES / WRITTEN COMMUNICATIONS**

Any notice / written communication given under or pursuant to these Conditions may be sent electronically, by hand or by post or by registered post or by the recorded delivery service and if so sent to the designated address shall be deemed effectively given on the day when the ordinary course of the means of transmission would first be received by the addressee in normal business hours.

**26. GOVERNING LAW**

These Conditions shall be governed by and construed in accordance with Northern Ireland law and the Hirer irrevocably submit to the jurisdiction of the courts of Northern Ireland. The submission to such jurisdiction shall not limit the right of Translink to take proceedings in any court of competent jurisdiction.