

CONDITIONS

1. In these conditions any reference to the Corporation means London General Transport Services Ltd.
2. The vehicle is constructed to carry the number of seated passengers stated upon it. No standing passengers should be carried on any private hire.
3. The hirer shall be responsible to the Corporation for any damage to the vehicle, its fittings caused otherwise than by negligence of the Corporation, its servants or agents.
4. Notices or decorations shall not be displayed on or from the vehicle without the previous consent of the Corporation in writing.
5. The Corporation will use its best endeavours to carry out the terms of the contract but shall not be liable for any loss, delay or damage of any kind unless it can be shown that the cause of such loss, delay or damage arose wholly or partially out the negligence of the Corporation, its servants or agents.
6. The Corporation shall not be responsible for loss of or damage to luggage or other property brought on or to the vehicle during the period of hire unless caused by negligence of the Corporation, its servants or agents.
7. The Corporation and the hirer agree that the terms of this contract shall not be varied unless the parties agree in writing to a variation. The parties agree that the Corporation shall not be liable for any loss or damage of any kind caused by non-observance of the variation to the contract which is agreed in writing less than two days before the date that the vehicle is required by the hirer.
8. If the hirer is unable to perform the contract for any reason whatsoever, the hirer will pay the Corporation a sum to be determined by the Corporation equal to the amount of loss or damage caused by the failure to perform.
9. The Corporation reserves the right to substitute vehicles loaded to them by other operators for the Corporations vehicles without prior notice.
10. The vehicle shall not be used otherwise than as a Contract Carriage as defined in Section 2 and parts II and III of the schedule 1 of the Public Passenger Vehicles Act 1981.

NOTE

Under the provision of Section 2 and Parts II and III of the Schedule 1 of the Public Passenger Vehicles Act 1981 a Contract Carriage service is a service where passengers are carried otherwise than at separate fares or in circumstances in which the following conditions are fulfilled: -

- (a) Arrangements for the bringing together of all the passengers for the purpose of making the journey must have been made otherwise than by or by a person acting on behalf of.
 - (i) The holder of the public service vehicle licence in respect of the vehicle. If such a licence is in force
 - (ii) The driver or the owner of the vehicle or the person who has let the vehicle for hire by any hiring agreement or hire-purchase agreement. If no such licence is in force or otherwise than by any person who receives any remuneration in respect of the arrangement.
- (b) The journey must be made without previous advertisement to the public of the arrangement therefore. (This condition does not apply to notices displayed or announcements made in places of worship or places of work clubs or voluntary associations or displayed in any periodical publishing for the information of persons who attend a place of worship or place of work clubs or voluntary associations and circulated among such places).
- (c) All the passengers must, in the case of a journey to a particular destination, be carried to, or to the vicinity of that destination or, in the case of a tour, be carried for the greater part of the journey.
- (d) No difference of fares for a journey on the basis of distance or of time must be made.

NOTE 2

If the hire is for a journey to a sports ground which is staging a designated event the sporting events (Control of Alcohol) Act 1985 must be observed.

- i) Under the provisions of the Act it is an offence to carry intoxicating liquor on a vehicle which is being used for the principle purpose of carrying passengers for the whole or part of a journey to or from a sports ground which is staging a football match in any of the following categories: an international match: a match in the European, European cup winners or UEFA cups: a match in which one or both of the teams taking part belong to the English or Welsh Football Associations: Any match within the jurisdiction of the Scottish F.A.
- ii) Clause 1 (2) of the act states a person who knowingly causes or permits intoxicating liquor to be carried on a vehicle (a PCV) is guilty of an offence if he is: -
 - The operator of the vehicle
 - A person to whom the vehicle is hired
 - The servant or agent of a person mentioned in the two above
- iii) It is also an offence to be drunk on a PCV vehicle affected by the Act or for a person to have intoxicating liquor in his possession on such a vehicle.
- iv) Additionally, the Act allows the police to stop and search PCV 's if they have reasonable grounds for believing that an offence has been committed.
- v) The act permits the secretary of state to designate sporting events in addition to football matched which may be similarly affected.
- vi) The contract for the carriage of passengers may be treated as void at the option of the Corporation or its agents except that any loss incurred by the corporation or its agents as a consequence of entering into the contract shall be recoverable against the hirer is the corporation or its agents is requested to drive to a designated sporting event has been declared when the contract for carriage was entered into.