

Go-Ahead London - Private Hire Terms and Conditions

1. Definitions

“Company” means London General Transport Services Limited T/A Go-Ahead London (Co No 02328489), whose registered office is at 3rd Floor 41-51 Grey Street, Newcastle Upon Tyne, NE1 6EE and whose correspondence address is: No.18 Merton High Street, London, SW19 1DN. Primary contact details available 24 hours, email: commercial.operations@goaheadlondon.com Phone: 020 8545 6114

“Hirer” means the individual or business that enters into an agreement with the Company for the provision of Vehicle hire services by the Company

“Passenger” means a member of the public, or party of the Hirer, travelling on a service provided by the Company under the Contract .

“Vehicle” means the coach, bus or other road vehicle provided by the Company or any other public service vehicle supplier under these terms and conditions.

“Contract” means the agreement made between the Company and the Hirer for the hire of a Vehicle and driver in accordance with these terms and conditions. .

“TfL” means Transport for London

2. Quotations

- 2.1. In requesting a quote, the Hirer is required to provide full name, address, contact number and e mail address.
- 2.2. Quotations for a hire of a Vehicle are valid for 14 days (providing the date of hire is more than 14 days ahead). After such period, the Company reserves the right to vary the price, at which point a new quotation will be given to the Customer.
- 2.3. The given quotation, unless otherwise stated, will be based on the provision of a driver and Vehicle only. Additional charges may apply in relation to third party costs, or optional additional services requested by the Hirer.
- 2.4. On request the Company can provide a photograph of the type of Vehicle that it proposes being supplied. Any such photograph is illustrative only and may depict a different make/model of vehicle with different livery and appearance to that which will be actually supplied for the booking.
- 2.5. Where any potential Passenger has any additional requirements, including without limitation, the use of a wheelchair or other mobility aids, Hirers are advised to discuss their requirements with the Company at the time of requesting a quotation.
- 2.6. The issue of a quotation does not guarantee the availability of a Vehicle, and is not confirmation of a booking.

3. Deposits and Confirmation of Booking

- 3.1. These terms and conditions apply to the hire of a Vehicle and the services of a driver from the Company by the Hirer.
- 3.2. To confirm a booking, the Company will issue an invoice for, and the Hirer must pay, a deposit to the Company of a minimum of 25% of the total cost of the hire. If the date of hire is less than 14 days from the date of booking, the entire cost of hire is payable.
- 3.3. The Contract is formed when the Company issues written confirmation of receipt of the deposit or first instalment in cleared funds or, if no deposit or instalment payment is payable, on receipt of full payment. **No booking is confirmed until this time.** The Hirer accepts these terms and conditions in full by making such payment, to the exclusion of all other contractual terms, and does so on behalf of itself and its party of Passengers.
- 3.4. The hire start and finish times plus the purpose of the booking will be agreed in writing prior to the hire date, as will the locations to be visited, and these will form part of the Contract.
- 3.5. Failure to notify the Company correctly of the nature and/or purpose of the hire will be construed as a breach of the Contract and at the Company’s absolute discretion may lead to termination of the booking without compensation or refund.

4. Changes to Bookings

- 4.1. Where the Hirer wishes to make any changes to the booking details, the Company reserves the right to assess these, and any changes must be agreed in writing, and may alter the final price, and affect the availability of any particular Vehicle.
- 4.2. All amendments and variations of any quotation or booking **must be agreed in writing by the Company.**
- 4.3. The Hirer must let the Company have final details of their requirements in respect of the services to be provided by the Company as soon as possible, and at least 14 days (or such other period as we may agree in writing) before the event.
- 4.4. No amendment to the booking details can be agreed with the Driver and the Driver does not have the authority to bind the Company in any way.

5. Payment

- 5.1. Prices quoted are exclusive of VAT.
- 5.2. Payment in full for each hire of a Vehicle must be made in advance of the date of hire in cleared funds.
- 5.3. The balance of the hire charge is due **14 days** before the date of hire unless otherwise agreed in writing by the Company. If at the time of making the booking, less than 14 days remain until date of hire the full balance is due immediately.
- 5.4. If paying by bank transfer, the Hirer must use the booking reference as the payment reference, if this is not done it may delay the allocation of the payment and delay the Company’s ability to secure the booking.

- 5.5. **If the balance of the fee for hire is not paid by the due date, the Company reserves the right at its discretion to either (a) cancel the booking, in which case cancellation charges as set out below will apply, or (b) to charge interest on late payments at the rate of 4% above the base rate of Barclays Bank plc from the date on which such payment became due until such amount is paid in full.**
- 5.6. Any queries in relation to Company invoices must be raised within 7 days of the date of issue otherwise they will be deemed to have been accepted in full.
- 5.7. If the Hirer wishes to pay either the deposit or balance by credit or debit card, please contact the Company between 09:00 & 16:30 Monday – Friday to make payment.
- 5.8. If any outstanding monies or additional charges become due, the Company reserves the right to collect the monies due from the original credit/debit card used by or for the Hirer at any time.

6. Additional Charges and Surcharges

- 6.1. Unless it has been agreed otherwise, the hire price will not include tickets, admission charges, ferries, road tolls or parking. However, the Company may make these arrangements, on request, on the Hirer’s behalf and would do so acting as an agent for the Hirer. This means that any terms and conditions applicable to that transaction by that supplier (i.e. those relating to payment, cancellation, refunds etc.) would be as binding on the Hirer as if they had made these arrangements directly. The Company will not enter into any arrangement on the Hirer behalf until payment from the Hirer to the Company has been made. In the event of any cancellation or amendment to any additional items of service provision, the refund of such elements will be made by the Company on a pass-through basis subject to the cancellation and refund policies of the respective third party suppliers.
- 6.2. If it is necessary to accommodate the Driver, these costs will be borne by the Hirer and will be paid in advance of the journey’s commencement. Where Driver’s accommodation is arranged by the Hirer, it must be a single occupancy room of a reasonable basic standard and should include evening meal and breakfast as appropriate.
- 6.3. If, at the end of the hire of the Vehicle, the Vehicle requires cleaning over and above that normally carried out, the Hirer will be liable for the reasonable cost of this. This charge will vary depending on the cleaning required.

7. Cancellation

- 7.1. If the Hirer wishes to cancel the booking, it shall notify the Company as soon as possible, and a cancellation will be deemed effective at the time the Company acknowledges receipt of the cancellation.
- 7.2. if the cancellation occurs 20 days or less before the date of hire, cancellation charges will apply as follows:

Time prior to the date of hire	Cancellation charge (% of hire fee)
<48 hours	100%
48 hours –5 working days	75%
6-10 working days	50%
11-20 working days from date of hire	25%

If the date of cancellation is more than 20 days before the date of hire, the deposit will be refunded to the Hirer.

- 7.3. The Company shall be entitled to use the deposit paid in full or part satisfaction of the cancellation charge. Any balance between the deposit paid and the cancellation charge shall become immediately due and payable to the Company at the time of cancellation.
- 7.4. Where the Hirer has ordered or paid for additional cost items such as ferry crossings etc (as per clause 6.1 above), refunds will only be made in line with the cancellation policy of the appropriate service provider of such additional cost items, and the Company accepts no liability in respect of the same.

8. Cancellation or amendment by the Company

- 8.1. In the event of the mechanical failure of any of its Vehicles the Company will endeavour to provide a suitable replacement at the earliest opportunity. However, owing to the nature of the business this may take some time and should the Hirer decide to make alternative arrangements then the Company cannot accept any responsibility for the costs so incurred.
- 8.2. The Company shall not be responsible for any delay or failure to carry out the services under this Contract from circumstances beyond the Company’s control. This means those circumstances for which the Company cannot be held responsible, and which prevent the Company from conveying the Passengers to their planned destination in the manner provided for in the contract. Examples of such circumstances include, but are not limited to:

- Unforeseen mechanical problems or technical difficulties with Vehicles.
- Delays on or closure of routes due to severe weather, police directions, accidents, or other emergencies.
- Acts of war, vandalism, or terrorism
- Delays due to fire or damage at the Company premises or equipment or premises at destination
- Traffic delays
- Industrial action
- Problems caused by other customers
- The bus/coach being held or delayed by a police officer or government official
- Other circumstances affecting Passenger safety
- Inability to obtain supplies of fuel or exercises of emergency powers by any governmental authority.

9. Provision and use of the Vehicle and driver services

- 9.1. The Company will always try to provide any Vehicle specifically requested at the time of booking for a hire. However, due to the nature of the business it is not always possible to guarantee that the requested vehicle will always be available for service when required and the Company reserves the right to substitute any suitable alternative vehicle at its own discretion.
- 9.2. The Driver and Agents of The Company have the right in all circumstances to refuse travel to any person they deem drunken, riotous, or offensive in accordance with PSV 'Conduct' Regulations 1990 as amended
- 9.3. The Company will not provide Vehicles to Hirers under the age of 21.
- 9.4. The Hirer may not cause the hours of work or driving performed by the driver to break the law relating to driver's hours as set out in the Road Traffic Act 1988 and any subsequent amendments. Stops will be made to satisfy legal requirements regarding breaks and rest periods.
- 9.5. Notices or decorations shall not be displayed on or from the Vehicle without the previous consent of the Company in writing.
- 9.6. Alcohol may not be taken on the Vehicle unless by prior written arrangement with the Company at the time of booking. A damage deposit may be requested at the time of booking, at the discretion of the Company. Any permitted alcohol must be consumed from plastic glasses not individual bottles with straws.
- 9.7. Pickup and set down points for all hires must be agreed at the time of paying the deposit. The driver has the final decision on the exact route taken. The driver will endeavour to accommodate all reasonable requests from the Hirer, but will consider the safety of the passengers, other road users and the Vehicle itself when determining the route, and any pickup/set down points. If the Hirer is in any doubt as to the suitability of any roads necessary to the execution of the hire for the safe passage of the Vehicle, they must notify the Company at the time of booking and pay any charge that is requested for a route survey to be carried out. No liability can be accepted if the Vehicle is unable to safely reach any or all stopping-off points should this not be done and the adjudication of the driver in such circumstances will be final.
- 9.8. The Hirer cannot assume that it will have the use of the Vehicle, or that it will remain at the destination, between outward and return journeys unless this has been agreed with the Company in advance.
- 9.9. The Hirer is advised to purchase independent travel insurance to cover them for their journey and any activities they are participating in, including but not limited to where journey times are particularly crucial, for example for the commencement of an event.
- 9.10. The total number of Passengers carried will always be limited to the seating capacity displayed on the vehicle and must not be exceeded at any time. The section relating to capacity for standing passengers does not apply on private hire work.
- 9.11. Any hire where the party includes a significant number (as determined by the Company) of Passengers under the age of 18 must include at least two responsible adults as Passengers.

10. Responsibilities of Hirer

- 10.1. The Hirer is responsible to the Company for any damage to the Vehicle, its fittings or equipment caused by the negligence or misconduct of any Passengers carried thereon, and shall indemnify the Company against any loss, damage, cost or claim arising out of the use of the Vehicle by the Passengers.
- 10.2. Neither the Hirer nor any Passenger shall attempt to drive the Vehicle, nor to engage or permit any person other than the Company to carry out repairs, maintenance or servicing of any kind to the Vehicle at any time.
- 10.3. It is the Hirer's responsibility to always account for all Passengers, prior to the commencement of each stage of a journey, including after rest breaks.
- 10.4. Passengers are required to behave in a reasonable, sensible and lawful manner on a vehicle, and the Hirer undertakes to ensure the same, and to bring these terms to the Passengers' attention.
- 10.5. Passengers will be bound by the Public Service Vehicles (Conduct of Drivers, Conductors, Inspectors and Passengers) Regulations 1990 or any other statutory regulations as may from time to time come into force. The Public Passenger Vehicle Act 1981 ss 24 and 25 makes provision for regulating the conduct of passengers.
- 10.6. The Hirer will ensure that the Passengers:
 - 10.6.1. act in accordance with any instructions given by the driver/conductor;
 - 10.6.2. do not behave in a manner which adversely affects the comfort and safety of other Passengers;
 - 10.6.3. do not move between the upper and lower decks while the bus is in motion, and may not travel on the stairs or platform of the bus;
 - 10.6.4. are advised to remain seated during the journey, whilst the vehicle is in motion. Any Passenger leaving their seat whilst the vehicle is in motion must exercise all due care when moving around the vehicle. The driver may, in emergencies, be forced to stop the vehicle suddenly;
 - 10.6.5. are not permitted to stand. No standing Passengers may be carried on any private hire of a Vehicle;
 - 10.6.6. do not remain on the Vehicle when directed to leave by the driver or other Company official;
 - 10.6.7. do not smoke cigarettes/e-cigarettes in any section of any Vehicle operated by the Company, including without limitation the upper deck of an open-top Vehicle;
 - 10.6.8. do not bring onto the Company's vehicles or have in their possession when on them, any weapons or any drugs or medicinal products other than for medicinal purposes within the meaning of the Medicines Act 1968; and
 - 10.6.9. do not play music on the vehicle unless it is through the PA system and with written consent from the Company
- 10.7. The Company reserves the right to refuse entry to or remove from the Company's Vehicles any Passengers who shall be, or in the opinion of the driver or other Company official appear to be in breach of any of the provisions of these terms and conditions and

any Passenger so refused or removed shall not be entitled to any refund or compensation whatsoever from the Company and the Company shall have no liability to the Passenger or to the Hirer in respect of the same.

10.8. The Hirer is responsible for removing any rubbish from the Vehicle at the end of the hire period.

11. Users with additional requirements

- 11.1. Due to the nature of the business, not all of our Vehicles can accommodate wheelchairs, pushchairs (prams) or bicycles and you are advised to make alternative arrangements for these requirements.
- 11.2. The Company's wheelchair-accessible Vehicles only have one wheelchair space and carriage is subject to availability.
- 11.3. For safety reasons the Company can only accept powered wheelchairs if operated by dry cell or gel-type batteries only.
- 11.4. The total weight limit, for both wheelchair and user, that can be safely secured during travel is 300kg.
- 11.5. We are unable to carry customers in mobility scooters.

12. Filming Hires

- 12.1. Vehicle hire for the purposes of filming and promotional activity are subject to additional vetting and authorisation by the Company.
- 12.2. There are no guarantees the hire will be approved, and the booking will not be confirmed, nor deposit taken, until authorisation is gained.
- 12.3. At the time of enquiry, the Hirer must provide the Company with a detailed synopsis of no more than 300 words, detailing the project being filmed and the role of our vehicle.
- 12.4. If using a TfL branded vehicle, the Hirer and Passengers must also adhere to TfL's conditions of carriage (Conditions of Carriage - Transport for London (tfl.gov.uk))
- 12.5. The pre-authorisation process is non-negotiable and if the Hirer declines to provide the requested information, the Company will refuse the hire.

13. Liability of Company

- 13.1. The Company shall not be responsible for loss or damage to equipment or other personal property brought onto the Vehicle during the period of hire however caused.
- 13.2. Nothing contained in this Contract shall restrict either party's liability for death or personal injury resulting from any act, omission or negligence of that party or its officers, agents, employees or subcontractors, or in the case of the Hirer, any member of its party.
- 13.3. The Company does not accept any responsibility for consequential, indirect, economic or special losses howsoever caused.
- 13.4. Subject to clause 7.1, the Company's liability shall in no circumstance exceed the total cost of the hire, exclusive of VAT.

14. Lost property

- 14.1. Personal property is carried at the owners risk. The Company will not be liable for any loss, damage or delay resulting from the leaving of any item of personal property on our Vehicles, or elsewhere.
- 14.2. All reasonable efforts will be made to enable Passengers to be reunited with lost property. Lost property found on a vehicle will be retained and disposed of by the holder in accordance with the Company's lost property policy. Articles found on the Vehicle should be handed over to the driver or agent of the Company.

15. Data Protection

- 15.1. The Company may collect personal data in accordance with the privacy policy attached at Schedule 1.
- 15.2. The Company does not sell your personal information to anyone. The Company will not share your personal information with any third parties unless they are providing services to us under contract or disclosure is permitted by, or required by, law.

16. Complaints

- 16.1. The Company hopes that you will not have any cause for complaint, but if this is not the case, please mention the matter to the driver, or any Company representative appointed to look after you, at the actual time of occurrence, in order that effort can be made to rectify the problem immediately. If, however, this is not practical, or you feel there is still reason for complaint, please write to the Company or e-mail commercial.operations@goaheadlondon.com within 14 days in which case the circumstances will be fully investigated.
- 16.2. Complaints should be brought by the Hirer and not individual members of the Hirer's party.

17. General

- 17.1. This Contract shall not be varied in whole or in part except by mutual written consent of The Company and the Hirer.
- 17.2. The Hirer shall not be permitted to transfer its rights or obligations under the Contract to any other party without the prior written consent of the Company. The Company shall be entitled to transfer its rights or obligations under the Contract to any other member of its group of companies, or to subcontract any of its obligations.
- 17.3. If delays occur for whatever reason, the Company may take whatever action is deemed necessary for the Vehicle in order to comply with the law.
- 17.4. These terms and conditions are governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts.

Go-Ahead London Privacy Policy – Private Hire – December 2022

Contact details:

Company Name London General Transport Services Limited T/A Go-Ahead London (Co No 02328489)
Registered office: 3rd Floor 41-51 Grey Street, Newcastle Upon Tyne, NE1 6EE
Correspondence address No.18 Merton High Street, London, SW19 1DN.
E mail commercial.operations@goaheadlondon.com
Telephone 020 8545 6114

The type of personal information we collect

We currently collect and process the following information:

- Names and contact details of Hirers and on occasion Passengers, payment information.
- Details of bookings which may include personal data revealing health, sexual orientation or racial or ethnic origin or religious or philosophical beliefs
- CCTV on certain Vehicles

How we get the personal information and why we have it

Most of the personal information we process is provided to us directly by you for the purposes of making a booking and the provision of services to you.

We operate CCTV for the following purposes:

- Health and safety of employees, passengers and other members of the public;
- Crowd management; and
- Prevention and detection of crime and anti-social behaviour
- Improve the customer service we provide

We use the information that you have given us in order to process services applicable during the life cycle of the agreement.

We may share this information with Transport and Local Authorities, should there be a legal requirement to do so.

Under the UK General Data Protection Regulation (UK GDPR), the lawful bases we rely on for processing this information are:

- (a) Your **consent**. You are able to remove your consent at any time. You can do this by contacting Data Protection: gal.dataprotection@goaheadlondon.com, for Go-Ahead London.
- (b) We have a **contractual obligation**.
- (c) We have a **legal obligation**.
- (d) We have a **vital interest**.
- (e) We need it to perform a **public task**.
- (f) We have a **legitimate interest**.

How we store your personal information

Your information is securely stored.

We keep the personal information provided for a period of 5 years. We will then dispose of your information by removing your data on the 5th anniversary of the end of the agreement. CCTV data is stored for a period of two weeks, then deleted

Your data protection rights

Under data protection law, you have rights including:

Your right of access - You have the right to ask us for copies of your personal information.

Your right to rectification - You have the right to ask us to rectify personal information you think is inaccurate. You also have the right to ask us to complete information you think is incomplete.

Your right to erasure - You have the right to ask us to erase your personal information in certain circumstances.

Your right to restriction of processing - You have the right to ask us to restrict the processing of your personal information in certain circumstances.

Your right to object to processing - You have the the right to object to the processing of your personal information in certain circumstances.

Your right to data portability - You have the right to ask that we transfer the personal information you gave us to another organisation, or to you, in certain circumstances.

You are not required to pay any charge for exercising your rights. If you make a request, we have one month to respond to you.

Please contact us at gal.dataprotection@goaheadlondon.com if you wish to make a request.

How to complain

If you have any concerns about our use of your personal information, you can make a complaint to us at gal.dataprotection@goaheadlondon.com

You can also complain to the ICO if you are unhappy with how we have used your data.

The ICO's address:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
Helpline number: 0303 123 1113

ICO website: <https://www.ico.org.uk>