

PartyBusIreland Ltd

**NONE OF OUR TERMS AND CONDITIONS
AFFECT YOUR STATUTORY RIGHTS AS A
CONSUMER**

Terms & Conditions

In this agreement the following definitions apply unless the context requires otherwise:

Balance shall mean the amount due under the terms of this agreement, less any deposits paid.

Booking shall mean a period for which the Hirer has committed to the hire and the full amount of the hire has been paid.

Booking Form shall mean the form signed by the Hirer accepting these terms and conditions and providing details of the Hire, Deposit and Balance.

Booking Period shall mean the period of time for which the vehicle has been hired out for.

Chauffeur shall mean the driver of the vehicle.

Deposit shall mean the amount due under the terms of this agreement to secure a reservation.

Drinks Package shall mean any beverages alcoholic or otherwise, purchased by the Hirer or his/her party at the time of Booking.

Due Date shall mean the date that the balance of the Hire Charge is due.

Employee shall have the meaning of any employee of the company, including any driver or hostess employed by the company or agency contracted by the Company or Licensee.

Hire shall mean the period for which the vehicle has been hired or has been reserved for.

Hirer shall be deemed to be the person who has signed the hire agreement and/or the person responsible for the payment of the hire charges.

Hire Agreement shall have the meaning of the contract between the Hirer and the Company for which these terms and conditions apply.

Hire Charge shall mean the amount due at any time under the terms of this agreement.

Licensee Agreement refers to the agreement between PartyBus Ireland Ltd and the Licensee governing the conditions attached to the continued use of the PartyBus Ireland Ltd brand name.

Party shall have the meaning person or persons accompanying the Hirer as his or her guest or invitees.

Reservation shall be deemed to mean a hire where a deposit has been paid to hold the date, but the full amount has not been paid.

The Company shall mean PartyBus Ireland Ltd

The Licensee shall mean a business, individual or partnership that is Licensed by Partybus Ireland Ltd to trade under the PartyBus Ireland Ltd brand name subject to a License Agreement, but which is completely independent of PartyBus Ireland Ltd.

Vehicle shall mean any Partybus or Coach supplied by the company to the Hirer.

1. Responsibility

1.1 The Hire Agreement shall be between the Hirer and the Company. Any references to the Company must be in the name of the Company. The Hirer specifically agrees and warrants that in the event of a dispute that reference will only be made in name of the Company.

1.2 The Hirer shall be responsible for the proper behavior of his or her party and shall be primarily responsible for any damage caused to the vehicle howsoever caused. It is an express condition of the Hire Agreement that the Hirer accepts this responsibility.

1.3 The Hirer shall be fully responsible and liable for any damage caused both inside and outside the vehicle by the Hirer or a member of his or her party, howsoever caused. This includes incitement or behavior resulting in damage to the vehicle or its contents by a third party. The Hirer expressly agrees to be held liable for the cost of any repair as a consequence of any damage caused. The Hirer further agrees that the Company may at its entire discretion determine the organization who will effect the repairs. Furthermore, the Hirer shall be responsible for payment of a fixed rate, which shall be determined by the Company, at its sole discretion for the period during which the

vehicle cannot be used as a consequence of the said damage and repairs. That notwithstanding, the Hirer shall also be responsible for any further losses which are incurred as a result of lost bookings.

1.4 The Hirer holds the Company not liable for any personal or material damages arising from the conduct of his or her party.

1.5 The Company shall not be held liable or responsible for any articles left in the vehicle and the Hirer specifically indemnifies the Company from any such responsibility and undertakes to advise all other persons in his or her party. Where the Company is requested to return an article that has been left in the Vehicle the Hirer specifically indemnifies the Company from any responsibility for loss in transit. In addition, the Hirer agrees to pay the Company any costs incurred for the return of the article. Unless requested in writing, the Company will return the article using the standard postal service. Where the article is considered to be of high value then it will be the responsibility of the Hirer to arrange collection.

1.6 The Company cannot guarantee to collect the Hirer or the Hirer's party from any specific location due to, in part, road restrictions and limitations of the Vehicle itself, the Company and the Chauffeur will use its best endeavors to collect the Hirer or the Hirer's party from the designated address or location, but shall not be obliged to do so. Where a direct collection from a specific address or location is not possible, the Chauffeur will contact the Hirer to advise an alternative location or address for collection of the Hirer or the Hirer's party. The Hirer expressly accepts this condition.

1.7 If, in the sole opinion of the Company or the Chauffeur, the weather conditions are such that the safety of the Hirer's Party, the Chauffeur or the Vehicle may be compromised or placed at risk then the Company or the Chauffeur may at its entire discretion cancel the Hire in part or in its entirety. In such circumstances the liability of the Company shall be limited to a refund of the Hire Charge. For the avoidance of doubt, if the Hire has not commenced, then this shall be limited to the amount paid for the Hire by the Hirer, if the Hire is curtailed during the journey, then the calculation of any refund shall be based on a percentage of the Hire charge to be determined at the entire discretion of the Company. The Hirer expressly accepts that the Company or the Chauffeur shall retain this discretion in the interests of the safety of the occupants and the Vehicle; furthermore, the Hirer expressly accepts

that the liability of the Company shall be limited to any refund of the Hire charge or part thereof.

1.8 The Company reserves the right not to accept any booking at its sole discretion.

1.9 The Hirer and his/her party accepts Full Responsibility for their Alcohol Consumption and does not hold the company liable for any injury, consequence or loss as a result of over indulgence.

1.10 The Hirer accepts Full Responsibility for informing His/Her Party of this companies Terms and Conditions.

2. General Conduct

2.1 The Hirer is responsible for the general conduct and behavior of his or her party. The consumption of food is not permitted in any Company vehicle unless specific agreement has been made to the contrary at the time of the booking and agreed in writing on the booking form.

2.2 Pre purchased drinks packages, purchased at the time of booking, may be consumed within our vehicle. Additional drinks packages may also be pre purchased for consumption at your onward venue. Additional drinks packages will be transported within the vehicle boot. These additional drinks packages may only be consumed within the vehicle at the discretion of the Chauffeur.

2.3 The opening of Champagne bottles can be hazardous to the occupants of the vehicle and may give rise to damage to the vehicle; therefore, Champagne bottles may only be opened by the Chauffeur or by the Hirer or his or her party subject to Clause 1.3 hereof.

2.4 The Hirer accepts responsibility on behalf of the Hirer's party for any losses or damage to the property of the Company that is provided in the Partybus for the benefit or the pleasure of the passengers. This includes, but is not limited to, glassware, CD's, DVD's, television screens, Play Stations or any other gaming equipment and the like.

3. Safety

3.1 The Hirer accepts that the Company adopts a strict no smoking policy in all of its vehicles and that any failure to adhere to this policy

will result in the immediate termination of the Hire without any compensation. In addition to which, the Hirer shall be held responsible for the cost of an enhanced valet and any damage caused as a consequence of the Hirer or his/her party failing to adhere to this condition.

3.2 It is a legal requirement that all passengers wear a seat belt where fitted. Failure to do so will result in the immediate termination of the Hire without any form of compensation. The Hirer specifically indemnifies the Company and the Chauffeur against any fines imposed as a consequence of the passengers failing to comply with this legal requirement.

3.3 The Company does not permit the taking of any illegal drugs or partaking of any illegal activities whilst in the vehicle, failure to abide by this condition will result in the immediate termination of the Hire without compensation.

3.4 The Hirer expressly accepts that, except in cases of emergency, only the Chauffeur may open and close doors, this is a safety precaution to minimize the risk of accidents and damage to the vehicle. The Company will not be held responsible for accidents caused as a consequence of the Hirer or his/her party failing to adhere to this condition and the Hirer accepts responsibility for any damage to the vehicle and or any third party as a result of the Hirer or Hirer's party failing to adhere to this condition.

3.5 The maximum number of passengers that can legally be carried in the vehicle is dependent on driver and vehicle licensing. The Hirer expressly accepts this legal restriction and accepts that the Chauffeur shall be required by the Company to refuse to carry more than the statutory maximum. The Hirer further accepts that failure to adhere to this road traffic regulation would likely result in the vehicle and its passengers being uninsured. In addition, the Chauffeur and the Company could be prosecuted as a consequence. Therefore there will be no compromises on this safety issue.

3.6 Where the Hirer has asked for a child seat to be fitted, it is the responsibility of the Hirer to supply and ensure that a seat is correctly fitted before placing an infant into a child seat. If the Hirer does not consider that the seat provides sufficient protection or that it is not fitted correctly, then the Hirer shall not allow the infant to travel. The

Hirer accepts that no child seat can be fitted in a vehicle which has side facing seats.

3.7 The Hirer accepts that owing to weight and space restrictions, there must be a limit on the amount of luggage that can be safely and legally carried in the Company's vehicles. Therefore, the Hirer should, if in doubt, advise the Company in writing and in advance of the Hire of the number of pieces of luggage that they wish to carry, the dimensions and the approximate weight. The Company will then use its best endeavors to provide advice on the suitability for carriage in terms of size and weight. However, the Hirer expressly agrees that the final determination as to the decision on whether or not the luggage can be safely or practically carried is with the Chauffeur. Under no circumstances will luggage be allowed to block aisle ways or escape routes. The Hirer expressly accepts that the decision of the Chauffeur shall be final and indemnifies the Company against any loss, consequential or otherwise as a result of the decision of the Chauffeur. Alternative arrangements may be made for the transport of excess baggage by negotiation with the Company. The Company may, at its sole discretion, agree to provide an additional luggage service.

3.8 The Company reserve the right to refuse permission to the Hirer and/or any of his/her Party to board any Company vehicle without compensation should the Hirer or any member of his/her Party be deemed unfit to travel in any Company vehicle for whatever reason. The decision on whether any person will be deemed unfit to travel will be at the discretion of the Company and/or the Chauffeur. The Hirer accepts sole responsibility for any subsequent arrangements regarding him/her and/or any members of his/her Party should the decision be made to refuse permission to board. The decision to refuse permission to board may include but is not be limited to abusive behavior and/or being in an intoxicated/disorderly condition.

3.9 Irresponsible behavior which could give rise to damage to the vehicle or endanger the safety of any person will not be tolerated in any form. This includes, but is not limited to sitting on the exterior of the vehicle, hanging out of the windows, tampering with windows or doors in the vehicle, shouting abuse to other road users or pedestrians, "horseplay", rudeness or intolerance directed at the Chauffeur, misuse of the equipment, fixtures or consumables within the vehicle and willful or accidental damage to the vehicle generally. Such behavior may, at the sole discretion of the Chauffeur, the Company or its employees,

result in the immediate termination of the Hire without compensation. In addition, the Hirer shall be held liable and responsible for any loss, howsoever caused, by the irresponsible behavior of his or her party.

3.10 All Company vehicles are fitted with a strobe light. It is the responsibility of the Hirer to inform the Chauffeur if He or She requires the strobe light to be on or off. The Company will not be held responsible for any harm or injury resulting from the use of the strobe light in the vehicle.

4. Limitation of liability

4.1 The Company assumes no responsibility nor does it provide any guarantees whatsoever for ensuring that the Hirer arrives at his or her destination on time. It is entirely the responsibility of the Hirer to determine whether the vehicle has been hired for a period sufficient to cover eventualities such as, but not limited to, traffic accidents, roadwork's and peak traffic periods. In addition, the Hirer is responsible for ensuring that the Hire commences at a time which allows for such eventualities. The Company will not provide any refunds for such eventualities and any additional time over and above the Booking period shall be charged at the appropriate rate.

4.2 The Hirer accepts and indemnifies the Company and its employees against any loss, consequential or otherwise as a result, direct or otherwise of a failure to meet time deadlines. It is entirely the responsibility of the Hirer to ensure that there is adequate time to travel to and from destinations, the Company or its employees will provide advice, but this does not form any part of the contract between the Hirer, the Hirer's party or the Company and its employees.

4.3 The Hirer expressly accepts that "In Car Entertainment" such as Sound Systems, Television Screens, Video, DVD and Karaoke Equipment is provided as "a courtesy" and its use and/or availability does not form part of the Hire Agreement. In the event that any equipment fitted to the vehicle malfunctions prior to or during the hire, the Company accepts no liability whatsoever and no compensation shall be provided in such instances, nor will the Company accept any claims for any form of refund.

4.4 In the event that a vehicle is subject to an accident or mechanical failure, or is no longer safe to drive, then the Company shall make

alternative arrangements to get the Hirer and his or her party to their destination. The Company may at its entire discretion, determine the method of onward travel, alternatively the Hirer, or his or her party may make alternative arrangements at their cost, for which no claim can be made against the Company or Licensee. The Hirer specifically accepts that the Hire is based on a best endeavors basis and therefore, no specific guarantees can be made in terms of time, reliability of the vehicle and/or events out of the direct control of the Chauffeur or the Company.

4.5 Where time is critical, this includes but is not limited to, Special Events; the Company recommends that the Hirer allows sufficient time to ensure that no disruption to the schedule is incurred as a result of unexpected or unavoidable delays. When planning for such events, the Company recommends that the Hirer ensures the vehicle is at the collection point at least one hour prior to onward departure. The Hirer accepts full responsibility for failing to follow this advice and in any event indemnifies the Company and its Employees against any loss, consequential or otherwise as a result, direct or otherwise, of a failure to meet time deadlines.

4.6 Where the Company accepts responsibility, whether in full or in part, for a failure to perform its obligations under the terms of this contract then the extent of any liability shall be limited to the Hire Charge.

4.7 The Company reserves the right to change the specification of any vehicle at any time. The Company reserves the right to change any vehicle to one it deems more suitable for the hire party entirely at its own discretion. The Company undertakes to use its best endeavors to ensure that the vehicle booked is the one provided for the Hire.

4.8 The Hirer accepts that all bookings regarding "Return Trips" are taken on the basis of receiving a Partybus one way and a Regular bus for the return leg of the journey. (Unless otherwise stated in writing by the company)

4.9 Although the Company rarely does so, the Company reserves the right to sub-contract any Hire to a third party without reference to the Hirer, in such circumstances the Company shall be responsible for payment to the third party of charges relating to the standard Hire. However, in the event that any additional services are provided, which include, but are not limited to, excess mileage, additional hours or

damage to the vehicle then the Company retains all rights to charge the Hirer.

4.10 The Company will Endeavour to guarantee that all their vehicles are of the highest quality and road safe at all times, however, the Hirer accepts that, from time to time, all vehicles belonging to the Company may be subject to a road side inspection by VOSA and or the Gardai at their discretion. The Hirer accepts that these inspections can take place at any time, and as such, cannot hold the Company liable for any compensation as a result of the Hirer's time in the vehicle being disrupted by such an inspection.

4.11 The Company reserves the right to change the collection and drop off locations in situations where access is limited or public order is of a concern. No compensation or alternative travel arrangements will be provided by the Company in these situations.

5. Payments and Deposits

5.1 To make a reservation the Hirer shall be required to pay a 25% deposit.

5.2 The Balance becomes due on the Due Date one week prior to the date of the Hire. Failure to settle the Balance on or before the Due Date will result in the cancellation of the Hire without return of any Deposit paid. Where the Balance has not been settled in full on or before the Due Date this shall be deemed a breach of the Hire Agreement and the full amount of the Hire shall become immediately due from the Hirer. The Company will usually issue a reminder approximately 7 Days prior to the Due Date. However, it is the sole responsibility of the Hirer to ensure the Balance is settled by the Due Date.

5.3 Reservations are accepted by the Company on a best endeavors basis and the Company may, at its entire discretion, cancel the Hire up to the Hire date, providing a full refund of deposit.

5.4 The Hirer may elect to pay the full amount of the Hire at the time of making the reservation in order to Confirm the Booking. However, the Hirer accepts that once a Booking is Confirmed, The Deposit element of the charge is Non Refundable, Refunds of the balance paid will only be provided at the sole discretion of the Company. The Company may consider claims for a refund where it can be demonstrated that the circumstances could not be foreseen by the Hirer and provided, in any

event, that the cancellation or claim for a refund is at least 60 days prior to the date of the confirmed Hire. In all cases where a cancellation is permitted, any refund will be provided after the deduction of an administration charge of €100.

5.5 The Company requires that a credit, charge, debit card or cash deposit is provided prior to, or on the date of, the Hire as a deposit of security against any damage or loss sustained by the Company or Licensee.

5.6 Where payments are made by cheque, the Hirer is responsible for ensuring that payment is received by the Company in sufficient time to allow clearance by the Due Date.

5.7 The Company will not, under any circumstances whatsoever, complete a Hire where payment has not cleared by the Date of the Hire.

6. Additional Charges

6.1 The Chauffeur may be willing to collect additional passengers at alternative locations following initial pick up, subject to driver and vehicle licensing. However, any additional mileage or time shall be charged to the Hirer. Whilst the Chauffeur will attempt to accommodate any last minute changes, the final decision will remain with the Chauffeur and the Hirer expressly accepts this arrangement.

6.2 Where changes to the booking schedule, made prior to the Hire, result in additional mileage or additional hours or alternative hours then the Hirer accepts that an additional charge will become immediately due. It is the Hirer's responsibility, if in doubt, to confirm with the Company the current charges for additional hours and excess mileage, any failure to do so will not deviate from the Hirer's responsibility to pay the charges.

6.3 Where the Hire extends beyond the period of the Booking for any reason whatsoever relating to the Hirer or a member of his or her party, the Hirer accepts that this additional time and mileage shall be charged to the Hirer's account. The company reserves the right to adhere to the booking schedule.

6.4 In the event that the vehicle has been left in an unreasonable condition by the Hirer or his or her party, then the Company reserves the right to charge for the cost of an enhanced valet. Such

circumstances that could give rise to this charge include, but are not limited to; spillage of food or drinks, smoking and illness. The minimum cost of an enhanced valet is €150.00 , but this amount could increase dependent on the consequential damage. The responsibility for reimbursement of such cost is that of the Hirer.

6.5 Where the Chauffeur has to collect the Hirer and/or his or her party at a specific time and is kept waiting for more than 15 minutes, then the Company shall make an additional charge based on increments of 30 minutes at the appropriate rate. The Company reserves the right not to wait beyond the Booking Schedule.

7. Other Conditions

7.1 Any Hirer must be an adult over the age of eighteen. Any person whether the Hirer of one of our vehicles or travelling in one of our vehicles, as a Member of the Hirer's Party, must provide proof of age if the Chauffeur has reason to suspect that the person is attempting to consume alcohol under age.

7.2 In the event that all passengers on the Hire are minors, the Company reserves the right to insist that an appropriate adult is in attendance at all times, either in the vehicle or following the vehicle. In the event that no appropriate adult is available and unless the Company has agreed to this in advance, the Chauffeur or the Company reserves the right to refuse the Hire without right of a refund.

7.3 The Company will not allow alcohol to be served to minors whilst in the vehicle and the Hirer shall be responsible for ensuring this condition and that the Company is advised of any passenger under the age of 18 years. In the event that minors are seen to be consuming alcohol, then the Chauffeur shall be entitled to confiscate and dispose of all alcohol and/or terminate the Hire at his or her entire discretion without entitlement to compensation.

7.4 In the event that the Hirer is a business then that business shall assume the responsibility of the Hirer and will be bound to advise the party or passengers of the terms and conditions of this Hire.

7.5 If any term or condition is found to be invalid for any reason whatsoever this shall not deem this agreement to be invalid and all other terms shall remain in force.

7.6 The Company may at its sole discretion refuse any Hire without explanation or reason.

7.7 Only beverages and/or refreshments identified on the Booking form are permitted to be carried or consumed within the Company's vehicle. The Chauffeur may, at his sole discretion, terminate the Hire without right to a refund if this condition is broken.

7.8 All surplus unopened beverages and/or refreshments remaining from pre purchased packages, as identified on the Booking form, will be credited to the clients account.

7.9 The Company does not allow "Shots" on any of its vehicles. Spirits are only allowed onboard on the condition that The Host/Hostess serves these measures and can terminate this service at any time at his/her discretion without reason for explanation .The Hirer reserves the right to terminate the party should this rule not be adhered too.

7.10 Feedback regarding the Company's performance and professionalism is encouraged. Any negative feedback and/or complaints will be investigated and addressed accordingly. Refunds or compensation may be awarded at the sole discretion of the Company.

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Bus Services. Partybus Ireland Ltd.**