



Deva TukTuk – Terms and Conditions of Contract

1. Applications

These conditions apply whether a contract has been made verbally or in writing. **The Customer** acts on behalf of all the passengers travelling in the vehicles. If **The Customer** is a company, group, or partnership, an individual must be named as a responsible person. **The Customer** is responsible for the actions and decisions of all the passengers on board including any additional costs incurred in performing the contract, whether or not they actually travel with the party. **Deva TukTuk**, hereafter known as **The Company** will only accept instructions from **The Customer**. If **The Customer** is not going to travel with the party, a representative must be chosen, and **The Company** informed prior to the hire taking place.

1. Quotations

- All private hire bookings must be made 24 hours prior to travel
- The route used could be a pre-planned route as chosen by **The Company** unless a route has been particularly specified by **The Customer** in which case it will be clearly shown on the confirmation
- Unless otherwise confirmed, a pre booked hire will be from pick up to destination only
- Any waiting or additional destination could incur charges.
- Quotations are valid for 28 days from the initial enquiry unless otherwise notified
- Quotations are given by **The Company** for the vehicle and driver only. Any additional charges will be separately identified in writing, e.g. wedding decorations

2. Route and Time Variation

- **The Company** reserves the right to levy additional charges for additional mileage or time than that agreed. The charges will be pro rata and in accordance with the formula advised on the booking confirmation
- The vehicle will depart at times agreed by **The Customer**, and it is the responsibility of **The Customer** to account for all passengers at those times
- **The Company** will not accept liability for any losses incurred by passengers who fail to follow instructions given by driver

3. Seating Capacity

- **The Company** carries a maximum of two passengers per tuktuk

4. Children under 16 year

- A responsible adult must accompany children under the age of 16 for the duration of the journey

5. Conveyance of Animals

- Well-behaved animals belonging to a passenger will be carried at the driver's discretion and agreed in advance.
- The owner of the animal shall ensure, where necessary, that such animals are suitably restrained/contained so as not to present a nuisance or hazards to the occupants of the vehicle
- Assisted animals are allowed and **The Customer** must inform **The Company** at time of booking. Every effort will be made to accommodate a customer with disability or in need of assistance

6. Confirmation

- Written confirmation by **The Company** is the only basis for the acceptance of hire or for a subsequent alteration to its terms



and

7. Risk Assessment

- The Customer will, prior to travel read the risk assessment comply with their contents
- The risk assessment is available on the website <http://www.devatuktuk.co.uk>

8. Payment

- Any deposit requested must be paid by the date stated in the confirmation correspondence
- Payment in full must be made before the start of the hire unless otherwise agreed
- **The Company** reserves the right to cancel the booking after the date by which payment should have been made

9. Cancellation by Hirer

- If **The Customer** wishes to cancel any agreement, the following scale of charges will apply in relation to the total hire charge.

DAYS PRIOR TO CANCELLATION CHARGE

- 28 days or more 10% or £50 (whichever is the greater)
- 14-27 days 50% of hire
- 7 -13 days 60% of hire
- 3- 6 days 75% of hire
- 1-2 days 85% of hire
- If cancelled on the day of hire a minimum of 100% of hire charge

10. Cancellation by (The Company)

- In unforeseen circumstance we reserve the right to cancel the booking. ie adverse weather

11. Vehicle to be Provided

- The Company reserves the right to provide an alternative vehicle than that specified at no additional charge

12. Breakdown and Delays

- **The Company** 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 **The Company** journeys may take longer than predicted and in those circumstances
- **The Company** will not be liable for any loss or inconvenience suffered by **The Customer** as a result

13. Conduct of Passengers

- The driver is responsible for the safety of the vehicle at all times, and as such may remove any passenger whose behaviour prejudices safety.
- **The Customer** is responsible for any damage caused to the vehicle by any passenger for the duration of the hire.
- **The Company** will refuse to take any passenger who is or appears to be suffering from the effects of alcohol or drugs.
- **The Customer** must adhere to the safety brief given by the driver prior to commencement of the journey
- The driver reserves the right to refuse to take any passenger that acts in a manner comprises safety of the vehicle and its passengers



14. Complaints

- In the event of a complaint about **The Company's** services, **The Customer** should endeavour to seek a solution at the time by seeking assistance from the driver or from **The Company**. If this has not provided a remedy, complaints should be submitted in writing and within 14 days of the termination date of the hire.
- Complaints will be acknowledged within 14 working days and **The Company** will aim to resolve any complaint within 28 days of it being made.

15. Notices

- No bill, poster or notice is to be displayed on any vehicle by **The Customer** unless agreed in advance and in writing by **The Company**

16. Refreshments and Alcoholic Drinks

- Food (except confectionery) and drink (including alcoholic beverages) are not to be consumed on the vehicle, unless agreed in advance by **The Company**

17. Customer Property

- Luggage is carried at the owner's risk and we shall not be responsible or liable for any loss or damage to property, goods or equipment left on the vehicle.
- Any item of lost property will be held for a period of 1 month following the date of the hire
- **The Customer** must not leave property unattended in the vehicle

Passenger Safety Brief

When aboard the vehicle we will endeavour to make your journey as fun and enjoyable as possible. At the same time we wish to maintain the safety of all our passengers while travelling with us.

We take your safety very seriously

That's why we have put together some handy tips to keep you safe when aboard our tuktuk:

- Wear your seatbelt at all times while the vehicle is in motion.
- Be aware that the vehicle may need to change direction, or stop suddenly due to changes in traffic conditions.
- Listen out for passenger announcements from the driver on safety and vehicle stopping points.
- The driver will brief you on safety and vehicle stopping points, prior to starting your journey.
- The driver will tell you when it is safe to release safety belts and leave the tuktuk.
- The driver has the right to refuse a passenger under the influence of alcohol/drug, or showing aggressive or unruly behaviour.