

PRIVATE COACH HIRE CONDITIONS OF CARRIAGE

1. Application

These conditions apply whether a contract has been made verbally or in writing.

The hirer acts on behalf of all the passengers travelling on the vehicle(s). If the hirer is a company, group or partnership, an individual must be named as a responsible person. The hirer is responsible for the actions and decisions of all passengers on board the vehicle(s) including any additional costs incurred in performing the contract, whether or not they travel with the party.

If the hirer is not going to travel with the party, a representative must be chosen, and the company informed prior to the hire taking place. The company will only accept instructions from the hirer or its representative.

Where a copy of these conditions has been given to the hirer at any time, or the hirer has been advised verbally of all significant terms, making a booking will be deemed to signify acceptance of them. Where a hirer makes a booking before receiving these conditions and without being advised verbally of all significant terms, the hirer may cancel the contract without liability within 48 hours of receiving these conditions. Otherwise, the hirer will be deemed to accept these conditions.

2. Quotations

Quotations are given on the basis of the most direct route and on any other information provided by the hirer. The route used will be at the discretion of the company unless it has been particularly specified by the hirer in which case it will be clearly shown on the confirmation.

All quotations are given subject to the company having available a suitable vehicle at the time the hirer accepts a quotation. Quotations are valid for 28 days unless otherwise notified.

Quotations are given for coach and driver hire only. Any additional charges will be separately identified and will be the hirer's responsibility unless otherwise specified.

3. Use of the Vehicle

The hirer cannot assume the use of the vehicle between outward and return journeys, nor that it will remain at the destination for the hirer's use unless this has been agreed with the company in advance.

4. Route and Time Variation

The company reserves the right to levy additional charges for additional mileage or time to that agreed at the time of booking. The charges will be pro rata.

The vehicle(s) will depart at times agreed by the hirer, and it is the responsibility of the hirer 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 the hirer.

5. Drivers Hours

The hours of operation for the driver are regulated by law, and the hirer accepts the responsibility of ensuring the hire keeps to the hours and times agreed by the company. Neither the hirer nor any passengers 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 of the control of the hirer.

6. Seating Capacity

The company 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 point. The driver reserves the right not to operate the vehicle with excess passengers on board.

7. Conveyance of Animals

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

8. Smoking

The company operates a no smoking policy on board all its vehicles.

9. Confirmation

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

10. Payment

Any deposit requested must be paid by the date stated, and payment in full must be made before the commencement of the hire unless agreed otherwise by the company. Payments are deemed to mean cleared funds in the company's nominated bank account.

11. Cancellation by Hirer

a. If the hirer wishes to cancel any agreement, the following scale of charges will apply in relation to the total hire charge.

Notice Given	Single Vehicle Hire	Multiple Vehicle Hire
10 days or more	No Charge	50% Charge
6-9 days prior to hire	10% Charge	60% Charge
1-5 days prior to hire	50% Charge	70% Charge
At or after arrival at departure point	100% Charge	100% Charge

b. The cost of accommodation, meals and theatre/theme park tickets which have already been purchased by the company at the request of the hirer will be charged to the hirer, plus any administration charges incurred by the company.

c. Charges due to inclement weather will be charged as above.

d. Theatre and theme park tickets (or other such ancillary service) are non-returnable and must be paid for in full.

12. Cancellation by the Company

In the event of any emergency, riot, civil commotion, strike, lock out, stoppage of labour or upon the happening of any event over which the company has no control (including adverse weather and road conditions) or in the event of the hirer taking any action to vary agreed conditions unilaterally, the company may, by returning all monies paid and without further or other liability, cancel the contract.

13. Vehicle to be Provided

a. The company reserves the right to provide a larger vehicle than specified at no additional charge.

b. The company reserves the right to substitute another vehicle (including those of other operators) or ancillary facilities for all or part of the hiring subject to such substitutes being of at least equivalent quality.

14. Breakdowns and Delays

The company gives its advice on journey times in good faith. However, as a result of breakdown, traffic congestion or other events beyond the control of the company, journeys may take longer than predicted. In those circumstances the company will not be liable for any loss or inconvenience suffered by the hirer as a result.

15. Passengers Property

a. All vehicles hired from the company are subject to restrictions on carrying luggage for statutory safety reasons. The hirer accepts that the driver shall be the sole judge as to whether and to what extent passenger's luggage is carried. Large, bulky items may not be able to be carried and the hirer should take all steps to notify the company in advance of such requirements.

b. The company accepts any personal property of the hirer and their passengers on the understanding that it will take all reasonable steps to avoid loss or damage. The hirer should notify the company or the driver if items of exceptional value are to be carried on the vehicle. It is the hirer's responsibility to minimize risk of loss when property is left unattended.

c. The company's liability for loss and damage to property, however caused, is limited to £500.00 per bag, case or package with an overall limit of £1000 (overall claim value) maximum per passenger. It is the responsibility of the hirer to ensure that items over this value are insured separately for loss and damage.

d. The limits in this section do not apply to personal injury claims.

e. All articles of lost property recovered from the vehicle will be held at the company's premises and will be subject to the current PCV (Lost Property) Regulations. These regulations can be supplied on request.

16. Conduct of Passengers

The driver is ultimately responsible for the safety of the vehicle at all times, and as such may remove any passenger whose behaviour prejudices the safety of the driver, vehicle, passengers or other road users and pedestrians. The hirer is responsible for any damage caused to the vehicle by any passenger for the duration of the hire.

Where the hire is to a sporting event, the hirer should be aware of the legal requirements relating to alcohol, contained in the Sporting Events (Control of Alcohol) Act 1985 and the conditions of entry to racecourses as laid down by the Racecourse Association.

17. Complaints

In the event of complaint about the company's services, the hirer should seek a solution at the time from the driver or the company. If this does not provide remedy, then complaints should be made in writing within 14 days of the termination of hire. The company will acknowledge all complaints within 14 days and will reply fully within 28 days.

18. Notices

No bill, poster or notice is to be displayed on any vehicle without the written consent of the company.

19. Refreshments and Alcoholic Drinks

Other than on a vehicle expressly fitted for the purpose, food (except confectionary) and drink (including alcoholic beverages) may not be consumed on the vehicle without the prior written consent from the company.

20. Surcharges

Once a confirmation has been issued to the hirer, providing there are 30 days prior to departure date, the company reserves the right to pass on increases in the cost of fuel, taxes imposed by the Government of the UK and 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 charges, the hirer may cancel the booking subject to the scale of charges laid out in paragraph 11. The liability of the company will be limited to the cost of the hire and any ancillary services supplied.

