**Terms & Conditions**

**1. Applications**

These conditions apply whether a contract has been made verbally or in writing. The hirer acts on behalf of all the passengers travelling in the vehicles. 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 the passengers on board, including any additional costs incurred in performing the contract, whether or not they actually travel with the party. The company will only accept instructions from the hirer. 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.

**2. Quotations**

Quotations are given based on the most direct route and on information provided by the hirer, allowing stops to be made at suitable points to serve the comfort of the passengers and to satisfy legal requirements regarding breaks and rest for drivers. The route used will be at the discretion of the company unless it has been particularly specified by the hirer in writing, in which case it will be clearly shown on the confirmation. Quotations are valid for 14 days unless otherwise notified and bookings can only be accepted subject to availability at the time the bookings are made. Quotations are given for coach and driver only. Any additional charges will be separately identified and will be the hirer's responsibility unless otherwise specified. Once the hirer has reviewed the Quotation, the hirer will be prompted to review and accept these conditions, at which point a contract for the provision of booking services and the hire of vehicles shall be formed and the booking fee shall become payable. For the purposes of this agreement, the booking fee shall mean the fee, calculated at 20% of the hire price, in consideration of the company providing the following:

1. A detailed itinerary, including a driver plan
2. Pick-up and drop-off locations (confirmation of a suitable location based on hirer requirement)
3. The routes following route risk assessments and reviews to ensure no access restrictions
4. Vehicle details, including vehicle facilities (eg wi-fi, toilet, tables, etc)
5. Operator information following engineering and safety checks (the hirer has the right to reject the proposed operator and request an alternative)
8. The Customer Charter (which includes contingency management - in the event

of a service failure, we will identify a suitable alternative delivery solution to ensure that the hire is fulfilled to the required standard)

**3. Use of Vehicle**

The hirer cannot assume use of the vehicle between outward and return journeys, nor to remain at the destinations for the hirer's use unless this has been agreed with the company in advance. Please note that even a small variation in the hire details can involve a significant increase in cost. Examples of this would include the need to send out a relief driver to comply with drivers' work limits or the securing of another vehicle and driver if a late return affected other work to which your coach and driver were assigned.

**4. Passenger Safety**

The hirer must make sure that every passenger travelling is aware of our safety advice. If you are going to appoint a passenger to move around the vehicle while it is in motion, then you need to request a copy of our risk assessment before your hire. In the event you require a wheelchair-accessible vehicle, please make sure you are familiar with our Code of Practice. 5. 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, following the formula advised on the booking confirmation. The vehicle 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. 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, following the formula advised on the booking confirmation. The vehicle 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.

**6. Drivers' Hours**

The law regulates the hours of operation for the driver, 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 passenger 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 the control of the hirer. Any additional costs will be as

in condition 4.

**7. 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 capacity.

**8. Vehicle Facilities**

The company will, at the time of booking, agree and specify the facilities on board the vehicle that you are hiring. These facilities will also be detailed on your confirmation. It is the hirers' responsibility to check the details and inform the company if they are not correct. Whilst the company will endeavour to ensure that all facilities are in working order on every vehicle, if a breakdown should occur with any of the facilities, e.g., fridge, video, PA system, toilet and coffee machine, the company's liability is limited to £20.00 per facility.

**9. 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.

**10. 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.

**11. Payment**

The hirer is responsible for paying the booking fee and hire price in line with the payment terms agreed upon. Credit Customers Customers who have agreed to credit terms will be invoiced for the booking fee and the remainder of the hire price on the first date of travel. Payment is due within 30 days of the invoice date. Non-Credit Customers Customers who are not signed up to credit terms will be required to pay for the booking fee within 7 days of acceptance of the quotation and final payment for the remainder of the hire price will be required 30 days before the first date of travel. For those hires

where the first date of travel is within 30 days of booking, payment is to be made as follows:

- 8-30 Days: Full payment of hire price (including booking fee) within 3 working days of booking
- 2-7 Days: Full Payment of hire price (including booking fee) within 24 hours of

booking

- 1 day or on the day: Full payment of the hire price (including booking fee) immediately.

If you fail to make due payments, we are entitled to either terminate the contract or take legal action to enforce payment. The company reserves the right to add interest at the rate of 2% compound interest per calendar month, after the date by which payment should have been made.

**12. Cancellation by Hirer**

a. If the hirer wishes to cancel any agreement, they are liable to forfeit the booking fee paid and to make further payments up to the following percentage of the hire price.

DAYS PRIOR TO CANCELLATION CHARGE:

- 8 days or more the booking fee only
- 6-7 days 25%
- 3-5 days 35%
- 2 days 50%
- 1 day 75%
- Arrival of coach at departure 100%

b. The cost of accommodation, meals and theatre tickets, which have already been purchased by the company at the request of the hirer, plus any administration charges incurred by the company.

**13. Cancellation by the Company**

In the event of any emergency, riot, civil commotion, strike, lock out, stoppage or restraint of labour or on 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 money paid and without further or other liability, cancel the contract.

**14. Vehicle to be provided**

The company reserves the right to provide a larger vehicle than that specified at no additional charge unless any extra seats are used, in which case an additional pro rata charge will be made to the hire price. 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 a least equivalent quality.

**15. Breakdown and Delays**

The company gives its advice on journey times in good faith. However, as a result of breakdowns, 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 hirer as a result.

**16. Helicopters**

In the unlikely event of having to cancel a flight due to unforeseen reasons of safety, operational concern or inadvertent weather conditions, the company or any third party working directly for the company accepts no liability to any parties.

**17. Package Travel**

Regulations If the hirer organises other elements of a package in addition to the provision of transport, the hirer may be defined as an 'organiser' or a 'retailer' for the purposes of the Package Travel, Package Holidays, and Package Tours Regulations 1992 and as such may be required to comply with the provisions of those Regulations. In this instance, the company cannot accept any liability that may be incurred for losses or damage that it would otherwise accept under the terms of those Regulations. The hirer accepts responsibility for ensuring whether they are so defined, and the company cannot accept liability for loss or damage incurred that should have been the responsibility of the hirer if the hirer was the legally defined organiser or retailer. Where the company acts as an organiser or retailer, it will issue separate conditions of trading relating to its liabilities and responsibilities under the Regulations.

**18. Passengers' Property**

All vehicles hired by the company are subject to restrictions on carrying luggage for statutory safety reasons. Any overloaded coach, whether with passengers or their possessions, is likely to be stopped by the police and not allowed to proceed until it is within the legal limits. To avoid the inconvenience and increased hire costs occasioned by this, the hirer must observe seating capacity limits and any restrictions on the type, size and weights of passengers' luggage, purchases etc advised by us and/or our driver. 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. Whilst we will take all reasonable care with passengers' luggage and other items which passengers may bring on our coach, we do not accept responsibility for any loss or damage caused to these items whilst on the vehicle. Hirers must advise their passengers not to leave any valuables

onboard the vehicle when it is left unattended. Personal insurance of luggage and valuables is strongly recommended. All articles of lost property recovered from the vehicle will be held at the company's premises where the vehicle is based and will be subject to the current Public Service Vehicle (Lost Property) Regulations. The company will provide details of this legislation on request.

**19. Conduct of Passengers**

No person or organisation should agree to hire a coach unless they are prepared to accept the obligations involved. As our contract is with you, not with your passengers, we have to insist that you accept responsibility for any damage they might cause to our coach. The driver is responsible for the safety of the vehicle at all times, and as such may remove any passenger whose behaviour prejudices safety or is in breach of the Public Service Vehicle (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990. These regulations set out certain rights and responsibilities for all parties, and full details of these can be obtained from the company on request. 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 1995, and the conditions of entry to race courses as laid down by the Race Course Association Ltd. The company will provide details of these restrictions on request.

**20. Complaints**

In the event of a complaint about the company's services, the hirer 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. Acknowledgement of the complaint will be made within 14 days of receipt. All complaints that are received are thoroughly investigated and customers are kept informed at each stage of the investigation. Sometimes the investigations can take time when awaiting a response from Suppliers. 23. Personal Information All personal details provided to us will remain strictly confidential and are kept on file for a maximum period of 6 years for business reasons. We will never pass your data to another company. We do not store debit/credit card details on file. You have the right to opt out of any communications via email or phone at any time. Should you not interact with us for a period of 3 years, you will be automatically unsubscribed from our mailing database unless previously opted out.

**21. Refreshments and Alcoholic Drinks**

Other than on a vehicle fitted expressly for that purpose, food (except confectionery)

and drink (including alcoholic beverages) may not be consumed on the vehicle without prior written consent from the company.

**22. Surcharges**

Once a confirmation has been issued to the hirer, providing there are 30 days prior to the departure date, the company reserves the right to pass on increases in the cost of fuel, in particular, due to any rises due to the threat of war. Also, any taxes imposed by the Governments of the UK and of other countries to be visited during the journey, together with increases in road tolls and currency fluctuations. No surcharges will be levied within 30 days of departure. On notification of such surcharges, the hirer may cancel the booking subject to the scale of cancellation charges shown in paragraph 10. The liability of the company will be limited to the cost of the hire and any ancillary services supplied.

**23. Serving Disabled Customers**

We do have vehicles specifically designed to carry one passenger travelling in their wheelchair in the main coach cabin, however, the vehicle is specifically designed to carry a reference wheelchair. You will need to ensure that your wheelchair complies with the dimensions set out in the diagram above, to ensure correct and safe carriage. It is also essential that it is a model which can be securely restrained within the coach. If your wheelchair exceeds the dimensions or we are unable to restrain the chair safely, you will be unable to travel in this way.