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CONDITIONS OF USE

1. Application

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

The hirer acts on behalf of all the passengers traveling on the vehicles. If the hirer is a company, groups or partnership, an individual must be named as a responsible person. The hirer is responsible for the actions and decisions of all the other passengers on board including any additional costs incurred in performing the contract, whether or not they actually 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 on their nominated 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 the 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 to the operator 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 direct route and on information provided by the hirer. The route used will be at the discretion of the company unless the hirer in which case it will be clearly shown on the confirmation has particularly specified it.

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

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.

3. Use of the vehicle

The hirer cannot the right use of the vehicle between outward and return journey's, 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 agreed. The charges will be pro rata and in accordance with the formula used for the original booking confirmation.

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 the passengers shall delay or otherwise interrupt the journey in such a way that the driver is at risk of breaching regulations relating to driving 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 hirer. The calculation of any additional costs will be as in condition 4.

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 the capacity.

7. Conveyance of animals

On a private hire, no animal (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. Confirmation

Normally, written confirmation by the company is the basis for the acceptance of hire or for a subsequent alternation to its terms.

9. Payment

Any deposits must be paid by the stated, and payment in full must be made before the start of the hire unless otherwise agreed by the company. The company reserves the right to add interest at the 4% per annum above the base rate of the Royal Bank of Scotland, calculated on a daily basis, from the date by which payment should been made.

10. Cancellation by hirer.

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

	Single vehicle	More than one vehicle	
10 days or more		None	50% of hire
6-9 days	10% of hire		60% of hire
3-5 days	25% of hire		70% of hire
1-2 days	50% of hire		80% of hire
Day of hire before arrival of coach at departure point		Minimum 85% of hire	Minimum
85% of hire			
At or after arrival of coach at departure point.	100% of hire		100% of hire

b. The cost of accommodation, meals and theatre tickets that 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. Cancellation due to inclement weather conditions will be charged as above.

d. Theatre tickets or other such as ancillary service, once purchased are not returnable and must be paid in full.

11. 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, be returning all money paid and without further or other liability, cancel the contract.

12. Vehicle to be provided

- a. The company reserves the right to provide a large vehicle than that specified at no additional charge unless any extra seats are used in which case additional pro rata charge will be made to the hire charge.
- b. The company reserves the right to substitute another vehicle (including those of other operators) or ancillary facilities for all or part of hiring subject to such substitutes being of at least equivalent quality.

13. Breakdown and Delays

The company gives its advice on journey time in good faith. However, as a result of breakdown of 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 inconvenience suffered by the hirer as a result.

14. Agency Arrangement

Where the company hires a vehicle from other operators at the request of the hirer and where the company arranges ancillary facilities such as meals, accommodation, ferries, admission tickets or any services provided by another supplier, it does so as agent for and on behalf of the hire. Any items and conditions imposed by such other suppliers through the company shall, insofar as they are supplied to the hirer, be binding on the hirer as if he had directly contracted such services and the hirer shall indemnify the company against any loss, claim, damage or award in respect of a breach of such supplier's terms and conditions brought about by the hirer's action.

15. Package Travel Regulation

If the hirer organizes other elements of a package in addition to the provision of transport, the hirer may be defined as an organizer 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 establishing whether they are so defined, and the company cannot liability for losses or damage incurred that should have been the responsibility of the hirer if the hirer was legally defined organizer or retailer.

Where the company agrees to act as an organizer or retailer, it will issues separate conditions of trading relating to its liabilities and responsibilities under the regulations.

Our European journey's, the organizer maybe liable for Vat payments in some countries and it is the organizers responsibility to ensure that these payments are made.

16. Passengers' Property

- a. All vehicles hired by 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 passengers' property 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's 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 £50 per bag, case or package with an overall limit of £100 [overall claim value] maximum per passenger. It's the responsibility of the hirer to ensure that items over the value are insured separately for loss and damage.
- d. The limited 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 where the vehicle is based, and will be subject to the current public services vehicle [lost property] regulations. The company will provide details of this legislation on request.
- f. On continental hires it's important that all customer luggage is clearly labeled, even hand luggage and that no baggage is carried for third party.

17. Conduct Of Passengers

- a. The driver is responsible for the safety of the vehicle at all times, and as such may remove any passengers whose behavior 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 responsibilities on all parties.
- b. Where the hire is to a sporting event, the hirer should be aware of the legal requirements relating to alcohol, contained in the sporting event (control alcohol) Act 1985 as amended and the conditions of entry to racecourses as laid down by the race course association limited.

18. 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 completion of the hire. The company will acknowledge all complaints within 14 days and will normally reply fully within 28 days.

19. Notices

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

20. Refreshments and Alcoholic Drinks

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

21. 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, taxes imposed by the governments 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 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.