

**WOOLFOLD TRAVEL LTD**  
Company Booking Terms and Conditions

These conditions apply to the private hire of transport, not operating as a package, as defined by the package travel, package holiday and package tour regulations 1992.

**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 on 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 Woolfold Travel Ltd be informed prior to the hire taking place.

**2. Quotations**

Quotations are given on the basis of the most direct route and on information given by the hirer. The route taken will be at the discretion of Woolfold Travel Ltd unless it has been particularly specified by the hirer, in which case it will be clearly shown on the confirmation. Quotations will only be valid for 28 days and may be adjusted at Woolfold Travel Ltd discretion.

**3. Use of vehicle**

The hirer cannot assume use of the vehicle between outward and return journeys nor to remain at the destination for the hirers use unless this has been agreed with Woolfold Travel Ltd in advance and written confirmation given.

**4. Route and time variation**

The vehicle will depart at the times agreed with the hirer, and it is the responsibilities of the hirer to account for all passengers at those times. Woolfold Travel Ltd 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 responsibilities of ensuring the hire keeps to the hours and times agreed by Woolfold Travel Ltd. 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 cost incurred unless it is outside the control of the hirer.

**6. Seating Capacity**

Woolfold Travel Ltd 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.

**7. Conveyance of Animals**

On a private hire no animals (other than guide dogs and hearing dogs notified to Woolfold Travel Ltd in advance) may come onto any vehicle without prior written agreement from Woolfold Travel Ltd.

**8. Confirmation**

Written confirmation will only be sent if requested by the hirer.

**9. Payment**

Any deposit requested must be paid prior to the hire taking place; full payment must be received before 7 days of the hire taking place unless otherwise agreed by Woolfold Travel Ltd.

**10. Cancellation of Hire**

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

i) Prior to 30 days to departure	Loss of deposit
ii) 15-30 days before departure	30% of total hire charge
iii) 7-14 days before departure	50% of total hire charge
iv) Within 7 days of departure	70% of total hire charge
v) 48 - 1 hours before departure	100% of total hire charge
vi) Arrival departure point	100% of total hire charge

- b) Cancellation by the hirer due to inclement weather conditions will be charged as above  
c) Woolfold Travel Ltd reserves the right to amend charges at Woolfold Travel Ltd discretion

**11. Cancellation by the Company**

In the event of any emergency, riot, civil commotion, strike, lock out, stoppage or restraint of labour or on any occurrence of any event over which Woolfold Travel Ltd has no control (including adverse weather and road conditions), or in the event of the hirer taking any action to vary agreed conditions without Woolfold Travels Ltd agreement, Woolfold Travel Ltd may, by refunding all the money paid and without further or other liability, cancel the contract

**12. Vehicles to be Provided**

Woolfold Travel Ltd reserves the right to provide a larger vehicle than that specified at no additional charge unless any seats are used, in which case an additional pro rata charge will be made to the previously agreed hire charge.

Woolfold Travel Ltd reserve the right to send one or more vehicles to make up the number seats that customer has requested.

Woolfold Travel Ltd reserve the right to substitute another vehicle (including those of another operator) or ancillary facilities or part of the hire subject to such substitutes being of at least an equivalent quality.

**13. Breakdown and Delays**

Woolfold Travel Ltd gives its advice on journey time in good faith. However, as a result of vehicle breakdown or traffic congestion, or other events beyond the reasonable control of Woolfold Travel Ltd journeys may take longer than predicted and in those circumstances Woolfold Travel Ltd will not be liable for any loss or inconvenience suffered by the hirer as a result.

**14. Agency Arrangements**

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

**15. Passenger Property**

Woolfold Travel Ltd 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 Woolfold Travel Ltd and the driver if items of exceptional value are to be carried on the vehicle. It is the hirer's responsibility to minimise risk of loss or damage when property is left unattended.

Woolfold Travel Ltd accepts no liability for loss or damages to the hirers property, however caused, it is the legal responsibility of the hirer to ensure that items are insured separately for loss or damage. All articles of lost property recovered from the vehicle will be held at Woolfold Travels Ltd premises and will be subject to the current public service vehicle (lost property) regulations. Woolfold Travel Ltd will provide details of this legislation on request.

**16. Conduct of Passenge**

The driver is responsible for the safety of the vehicle at all times and as such may remove any passenger whose behaviour prejudices such safety.

The hirer is responsible for any damage caused to the vehicle by any passenger for the duration of the hire The hirer is also responsible for any extra cleaning due to sickness, chewing gum ect and will be charged at the discretion of the Transport Manager.

Where the hire is to a sporting event the hirer should be aware of the legal requirements relating to alcohol, none of which will be consumed or permitted on the vehicle to such an event, the hirer will be responsible for the actions of his or her passengers. **NO ALCOHOL TO BE CONSUMED ON ANY OF OUR COACHES.**

If toilets are fitted to any of Woolfold Travels vehicles they may only be used if requested at time of booking and will be charged accordingly.

Where seatbelts are fitted passengers are required, by law, to wear these at all times whilst travelling on the vehicle, except for emergencies. Visiting the W.C is recognised as an emergency. It is the responsibility of each individual passenger (or the responsibility of the accompanying adult in the case of children under the age of 14) to ensure they comply with this law and not that of the driver. Any passenger moving around the coach whilst it is in motion does so at their own risk. Child car seats for infants/children are not suitable to be used on or fastened to a coach seat and therefore will not be carried inside the coach. Booster seats are acceptable but must be provided by the responsible adult supervising the infant/child.

**17. Complaints**

In the event of a complaint about Woolfold Travels Ltd services, the hirer should endeavour to seek a solution at the time by seeking assistance from the driver or from Woolfold Travels Ltd transport manager.

If this action does not provide a solution complaints should be submitted, in writing, within 14 days of the hire to Woolfold Travel Ltd office. Complaints will be acknowledged within 14 days and woolfold Travel Ltd will aim to resolve any complaint within 28 working days of it being received.

**18. Notices**

No bill poster or notice is to be displayed on any vehicle without written consent from Woolfold Travel Ltd

**19. Refreshments and Alcoholic Drinks**

Other than on a vehicle fitted expressly for that purpose food and drink (including alcoholic beverages) may not be consumed on the vehicle without prior written consent from Woolfold Travel Ltd.

Smoking is not permitted at any time on any of Woolfold Travels Ltd vehicles

**20. Surcharges**

The quotation given is based on operating costs at the date of the quotation, and when 28 days elapse between the date of the quotation and the date of departure, the company reserves the right to pass on to the hirer increase in cost of fuel or other increased costs resulting from government action or other factors beyond the company's control. However the first 2% of certain cost increases will not be passed onto the