

# **CONDITIONS OF COACH HIRE WITH WOOLFOLD TRAVEL LTD**

## **Here in after referred to as 'the company'**

### **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 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 decision of all the 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 or their nominated representative.

### **2. Quotations**

Quotations are given on the basis of the direct route and information provided 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 the quotation. The company reserves the right to sub hire from another company should they have no coach available at the time of confirmation. 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. Parking charges are not included in the quotation unless specified.

### **3. Use of the Vehicle**

The hirer cannot assume the use of the vehicle between outward and return journey, 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. 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 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 the passengers who fail to follow instructions given by the hirer.

### **5. Drivers Hours**

The hours of the operation for the driver are regulated by law, and the hirer accepts 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. The calculation of any additions will be in condition of clause 4.

### **6. Seating Capacity**

The company will, at the time of the 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 private hire, no animals (other than guide dogs or 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 only basis for the acceptance of a hiring or for a subsequent alteration to its terms.

### **9. Payment**

Any deposit requested must be paid by the date 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 rate of 2% per annum above base rate of Barclays Bank, calculated on a daily basis, from the date by which payment should have been made.

## 10. Cancellation by Hirer

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

6-9 days	Loss of deposit +50%	60% of hire
3-5 days	Loss of deposit +60%	70% of hire
1-2 days	Loss of deposit +75%	85% of hire
<b>Notice Given</b>	<b>Charges</b>	<b>Charges</b>
	<b>Single Vehicles</b>	<b>More than one</b>
10 days or more	loss of deposit	50% of hire
Day of hire before arrival of coach	Loss of deposit +85%	95% of hire
Day of hire after arrival of coach at departure point	100% of hire	100% of hire

b) The cost of accommodation, meals, theatre tickets, ferry costs or any other costs that have already been purchased by the company at the request of 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 ancillary services, once purchased, are not returnable and must be paid for in full.

## 11. Cancellation by the Company

In the event of any emergency, riot, civil commotion, strike, lock out, stoppage or restraint of labour on the happening of any even over the company has no control over (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.

## 12. 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 charge.

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.

## 13. 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 hirer as a result.

## 14. Agency Arrangements

Were the company hires in vehicles 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 other services provided by another supplier, it does so as agent for and on behalf of the hirer. Any terms and conditions imposed by such other suppliers through the company shall, insofar as they are supplied by the hirer, be binding on the hirer as if he/she 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 supplier's terms and conditions brought about by the hirer's action.

## 15. 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 purpose 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.

## 16. Passenger's Property

All vehicles hired by the company are subject to the 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 property is carried. Large bulky items may not be carried and the hirer should take steps to notify the company in advance of such requirements. Should there be any item of property weighing more than 20 kilos, the passengers will be required to handle the property throughout the hire.

The company accepts any personal property of the hirer and their passengers on the understanding that it will take all reasonable steps to avoid 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 minimise risk of loss when property is left unattended.

The company accepts no liability for loss and damage to property. It is the responsibility of the hirer to ensure that items over this value are insured separately for loss and damage.

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

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.

### **17. 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 or is in breach of the Public Service (conduct of drivers, inspectors, conductors and passengers) regulations 1990. These regulations set out certain rights and responsibilities on all parties and full details 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 1985 (as amended) and the conditions of entry to race courses as laid down by the Race Course Association Ltd.

### **18. Complaints**

In the event of 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 within 14 days of the termination date of 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 consent of the company.

### **20. Refreshments/Alcoholic Drinks/Smoking**

Other than 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. Smoking is not permitted on any vehicle at any time.

### **21. Surcharge**

Once a confirmation has been issued to the hirer, providing there are 20 days prior to the departure date, the company reserves the right to pass on increases in the cost of fuel or 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 20 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.