

South Staffs Coach Hire

Conditions of Hire

1 Application

These conditions apply whether or not a contract of carriage has been entered into as a result of a quotation being offered and accepted or whether a contract has been made verbally or in writing.

2 Quotations

Quotations are made subject to a vehicle suiting the hirer's requirements being available at the time of acceptance. Quotations are based on costs prevailing at the time and in accordance with details provided by the hirer. Quotations are based on payment being made in cash or cleared funds before the start of the hire. Unless otherwise stated admission charges, meals, accommodation and parking charges for special events are not included in the quoted price. All charges are exclusive of value added tax which will, if applicable, be payable in addition to the charges. Quotations are valid for 28 days subject to ongoing availability, unless otherwise notified.

3 Use of vehicle

Unless confirmed in writing by the operator the vehicle should not be assumed to remain at any point between the outward and return journeys nor to remain available for the hirer's incidental use when parked at such points. The operator's vehicles may on no account be sub-let, lent or licensed by the hirer, without the prior written consent of the operator.

4 Driver's hours and rest periods

The hours agreed with the operator for the operation of any hire must be strictly observed (other than in the case of serious emergency or diversion) so that current regulations governing drivers' hours and rest periods can be complied with. The operator reserves the right to curtail or otherwise alter any hire, which does not comply with the relevant regulations.

5 Seating capacity

The hirer must not load any vehicle beyond the number of passengers which it is legally permitted to carry. All passengers must remain seated with their seatbelts correctly fastened whilst the vehicle is in motion unless using the washroom or catering facilities (if any). Passengers using the washroom or leisure facilities or who for any other reason do not remain in their seats with their seatbelts fastened whilst the vehicle is in motion do so entirely at their own risk.

6 Animals

On a private hire no animal (other than Registered Assistance Dogs notified to the operator in advance) may be carried without the prior agreement of the operator.

7 Children

It is the responsibility of the hirer to ensure that a minimum of 2 adults per party, as in line with the Local Education Authority recommendations for staffing and supervision is maintained at all times. Supervising adults must be seated throughout the vehicle and not congregated in one place. The driver will have absolute discretion to decide where such adults should be seated.

8 Alcohol

No alcohol is permitted to be carried or consumed on the vehicle without the prior written consent of the operator. Where the hire is to a sporting event, no alcohol consumption will be permitted on the vehicle in any event and the hirer should be aware of the legal requirements relating to alcohol contained in the Sporting Events (Control of Alcohol) Act 1995. The hirer will indemnify the operator for any fines and any related costs, expenses or other losses incurred as a result of any breach of this Act by the passengers

9 Smoking

Smoking and the use of illegal substances is not permitted on the vehicle at any time.

10 Confirmation

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

11 Payment

Any requested deposit must be paid by the date stated and payment in full must be made before the start of the hire unless any other terms have been confirmed by the operator. The operator reserves the right to add interest at the rate of 2% per month above the base lending rate from time to time of National Westminster Bank Plc from the date by which payment should have been made until the date of actual payment.

12 Cancellation by hirer

In the event of cancellation by the hirer the operator reserves the right to retain any deposit. The hirer shall be liable to the operator for any losses incurred by the operator as a result of the cancellation or part cancellation but not exceeding the full cost of the hiring. The amount of the deposit retained will be calculated as follows:-

Cancellations 5 days or less prior to date of hiring -50%

Cancellations 2 days or less prior to date of hiring - 100%

13 Cancellation by the operator

In the event of any emergency or force majeure or of any action by the hirer to vary agreed conditions unilaterally the operator may by returning all money paid and without further or other liability cancel the contract.

14 Route and time variation

Should a vehicle be detained by the hirer or taken on a longer journey than that contracted for the operator reserves the right to make an additional charge commensurate with the costs incurred. During the hiring the driver is the sole judge of the reasonableness of any request for a change of route or time. In any event the vehicle(s) will depart at times agreed with the hirer and the operator will not be liable for any loss or injury sustained by any passenger who fails to join a vehicle at the appointed time. Alteration to any agreed itinerary must be agreed with the operator direct, not the driver.

15 Substitution

The operator reserves the right to provide a larger vehicle than specified at no additional charge unless any extra seats are used. If extra seats are used an additional charge will be made pro rata to the hire charge. The operator reserves the right to substitute other vehicles (including those of other operators) or ancillary facilities for all or part of the hiring subject to such substitutes being of similar quality.

16 Delays

The operator gives any advice on journey time in good faith but does not guarantee the completion of any journey in any specific time and will not be liable for loss delay or inconvenience caused by the actual time of the journey.

17 Agency arrangements

Where the operator hires in vehicles from another operator at the hirer's request and where the operator arranges ancillary facilities such as meals accommodation ferries admission tickets or any other service 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 operator shall be binding on the hirer as if he had directly contracted for such services.

18 Passengers' property

For safety reasons the driver is the sole arbiter as to the carriage of passengers' luggage and its storage. Luggage may only be carried in the seating area if it will fit safely in the overhead lockers. The operator will not accept liability for any damage to or loss of any property left on a vehicle by a passenger, or whilst on the vehicle. All articles of lost property recovered from a vehicle will be held

at the depot at which the vehicle is based for a period of one month. If requested, lost property can be mailed and the charges for this will be recoverable.

19 Conduct of passengers

The driver is responsible for the safety of the vehicle. Any passenger whose conduct is in breach of statutory regulations or is otherwise considered by the driver to be unacceptable may be removed from a vehicle or prevented from boarding on the driver's authority. The hirer will be responsible for the conduct of passengers and for any damage caused to the vehicle by passengers during the hire.

20 Damage and soiling

The hirer is responsible for any damage or soiling caused to the vehicle by any passenger for the duration of the hire. A minimum surcharge of £100 will be made if the vehicle is damaged or soiled. This surcharge is payable to the driver upon demand. If the extent of the damage or soiling is such that the vehicle is out of service for any period of time the operator may in its absolute discretion surcharge the hirer a minimum of £500 per day or part of a day for which the vehicle is out of service. Any such surcharge is payable upon demand.

21 Supervision

It is the responsibility of the hirer to ensure that the ratio of supervising adults to children specified in condition 7 is maintained at all times notwithstanding the removal of any passenger from the vehicle. If that ratio is not maintained the driver may in his discretion remove additional passengers from the vehicle to maintain that ratio or curtail or otherwise alter the hire.

22 Exclusion of liability.

Save in respect of death or personal injury arising from the negligence of the operator or any person for whose acts the operator is legally responsible the liability of the operator shall not exceed [the amount of the operator's charges in respect of the hire]

23 Distracting driver during journeys

It is the hirer's responsibility to ensure that passengers do not distract the driver at any time when he is driving the vehicle. As a general rule, passengers must not, save in the case of an emergency, approach or speak to the driver whilst the vehicle is in motion unless he indicates that it is acceptable for them to do so.

24 Complaints

In the event if the hirer having any complaint in respect of the operator's services the hirer should endeavour to seek a solution by seeking assistance from the driver or from the operator, as soon as practically possible. Complaints should then be made in writing to the operator within 14 days.

25 Posters etc.

No bill poster, banner, flag, notice or similar items are to be displayed on any vehicle without the consent of the operator.

26 Surcharges

When more than 28 days elapse between the hire being booked and its execution the operator reserves the right to pass on any increases in cost as a surcharge but any such surcharge would be limited to a maximum of 5% of the hire charge.

27 Third Party Rights

Any servants and agents of the operator are third parties to these conditions for the purposes of the Contract (Rights of Third Parties) Act 1999 and shall be entitled to enforce the same accordingly.

28 English law

This contract is governed by English law.