

**The Company:** Signature Coach Company Limited, The Coach House, 16 Stockwell Road, Taunton, Somerset, TA1 3FU

**The Hirer:** The person and/or organisation making the booking

**The Contract:** The agreement/booking made between the Company and the Hirer

## **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 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.

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 can only accept instructions from the Hirer or their nominated representative.

Making a booking will be deemed to signify that the Hirer has read, understood and accepted these terms and conditions.

## **2. QUOTATIONS**

Quotations are given on the basis of the most direct route and on information provided by the Hirer. The route used will be at the discretion of the Company unless it has been particularly specified by the Hirer in which case it will be clearly shown on the confirmation of booking.

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.

Normally quotations are for driver and vehicle only. Any additional services requested by the Hirer will be specified in the quotation and subject to separate conditions as per Section 14 of these Terms and Conditions.

## **3. USE OF THE VEHICLE**

The Hirer cannot assume the use of the vehicle between outward and return journeys, or that the vehicle will remain at the destination for the Hirer's use unless this has been agreed with the Company in advance.

The Company must be notified of any bookings for football matches, music festivals or political demonstrations and rallies at the time of booking. Failure to do so may lead, at the Company's discretion, to termination of the booking without compensation or refund.

## **4. ROUTE AND TIME VARIATION**

Unless agreed at the time of booking, the route taken will be at the sole discretion of the driver with regards to road, traffic and weather conditions.

The Company reserves the right to levy additional charges for additional mileage or time to that agreed.

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 in relation to the agreed times.

## **5. DRIVER'S 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 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 their control.

## **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 this capacity.

## **7. CONVEYANCE OF ANIMALS**

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.

## **8. CONFIRMATION/AMENDMENTS**

Normally, written confirmation by the Company is the only basis for the acceptance of a hiring or for a subsequent alteration to its terms. It is the responsibility of the Hirer to check the booking confirmation for its accuracy and entirety. Any discrepancies must be communicated to the Company as a matter of urgency.

Any amendments must be confirmed in writing by the Company. No amendment can be agreed with the driver who does not have the authority to bind the Company in any way.

## **9. PAYMENT**

Any deposit requested must be paid by the date stated, and payment in full, by way of cleared funds, must be made 7 days before the start of the hire, unless otherwise agreed by the Company. The Company cannot guarantee a booking unless these payments have been made. The Company reserves the right to add interest at the rate of £10 per day for 7 days and then 2% of the total hire charge per day from the date by which payment should have been made until payment is received in full.

## **10. CANCELLATION BY HIRER**

All cancellations must be made in writing. The following scale of charges will apply in relation to the total hire charge (less any non-refundable deposit already paid) unless otherwise agreed in writing.

<u>NOTICE GIVEN</u>	<u>CHARGE</u>
More than 14 days	No Charge
Between 8 days and 14 days	25%
Between 7 days and 48 hours	50%
Between 48 hours and 24 hours	75%
Less than 24 hours	90%
On arrival at pickup point	100%

The cost of accommodation, meals and ferry tickets which have already been purchased by the Company at the request of the Hirer, will be charged to the Hirer in line with the cancellation policy of that service provider, plus any administration charges incurred by the Company.

Cancellation due to inclement weather conditions will be charged as above.

Theatre tickets or other such ancillary services, once purchased by the Company 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, by returning all money 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. Should a suitable vehicle not be available, the Hirer will be given the option to cancel the booking at no charge.

The Company will make every reasonable effort to ensure ancillary services are working e.g. wc, hot drinks facilities, audio/video, wifi, on board the coach. The Company will not be liable for any loss or inconvenience suffered by the Hirer in the event that this is not the case.

### **13. BREAKDOWN AND DELAYS**

The Company gives its advice on journey time in good faith, and makes every reasonable effort to avoid breakdowns. 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**

Where 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 and theatre 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 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 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 establishing 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 agrees to act as an organiser or retailer, it will issue separate conditions of trading relating to its liabilities and responsibilities under the Regulations.

### **16. PASSENGER'S PROPERTY**

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.

The Company accepts any personal property of the Hirer and their passengers only 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 is the Hirer's responsibility to minimise risk of loss when property is left unattended.

Whilst the Company will take all reasonable care with passenger's property, it cannot accept liability for any damage to, or loss of, that property being carried on the vehicle, including after the booking has ended. The Company strongly recommends that no valuables should be left on the vehicle at any time, even when the vehicle is locked.

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.

### **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 Vehicle (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990. Should such passenger conduct result in the variation or termination of the journey, no claims for compensation or refund shall be entertained by the Company. The Hirer is responsible for any damage caused to the vehicle by any passenger for the duration of the hire, and shall be liable for all costs related thereto.

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 of Alcohol) Act 1985, (as amended) and the conditions of entry to race courses as laid down by the Race Course Association Ltd.

It is the responsibility of the Hirer to ensure that all passengers wear seatbelts at all times. The Company will not accept any liability for any damage, injury or loss for any passenger out of their seat, standing up or walking around the vehicle whilst it is in motion.

Smoking and/or the use of illegal drugs is not permitted on the vehicle. The Hirer is responsible for ensuring that this is observed. Alcohol may not be carried or consumed without prior written consent from the Company.

#### **18. VEHICLE CLEANLINESS**

The vehicle will come to you freshly cleaned and sanitised. Cleaning materials for spillages will be available on board, together with ample supply of waste bins and/or rubbish bags. It is the Hirer's responsibility to ensure that all waste is binned or bagged at the end of each hire.

Whilst we understand that some general cleaning will be necessary, if the vehicle requires cleaning over and above that normally carried out, the Hirer will be liable for the reasonable cost of cleaning depending on the condition of the vehicle (minimum £100). Should the Company deem that is not possible to restore the vehicle to a satisfactory condition prior to the next hire, the Company reserves the right to seek compensation from the Hirer.

#### **19. 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/courier 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. The Company will acknowledge all complaints within 14 days and will normally reply fully within 28 days.

#### **20. NOTICES**

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