

# Upton Coaches Ltd - 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, 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**

Children must travel with adult supervision 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 consumed on the vehicle. Alcohol may be carried in luggage compartments with prior written consent of the operator. Where the hire is to a sporting event, no alcohol 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.

## **12 Cancellation by hirer**

In the event of cancellation by the hirer the operator reserves the right to charge the following:

- 28 days or more 10% or £50 (whichever is the greater)
- 14-27 days 50% of hire
- 7 -13 days 60% of hire
- 3- 6 days 75% of hire
- 1-2 days 85% of hire
- Day of hire Minimum of 85% of hire
- Arrival of coach at departure point 100% of hire

Only applies to coach hire unless a parking permit has been purchased in advanced.

## **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 the agreed times with the hirer. The driver and operator will not be liable for any loss by any passenger who fails to join a vehicle at the appointed time.

## **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 Breakdowns and delays**

We give advice on journey times in good faith but we cannot guarantee the completion of any journey at a specific time and will not be liable for loss or inconvenience caused by breakdown, traffic congestion or other delay outside our control.

## **17 Passengers' property**

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.

## **18 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.

## **19 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 £75 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 £250 per day or part of a day for which the vehicle is out of service. Any such surcharge is payable upon demand.

## **20 Supervision**

It is the responsibility of the hirer to ensure that there is a good ratio of supervising adults to children. 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.

## **21 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.

## **22 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.