

# Terms and Conditions

**General:** 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.

**Quotations:** Quotations are given on the basis of the 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.

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 14 days unless otherwise notified.

**Bookings:** A written confirmation is required for every booking. If no written confirmation is received there will be no reminder sent and the Company reserves the right to treat the booking as cancelled by the client.

**Use of the Vehicle:** The hirer cannot assume the use of the vehicle between outward and return journeys, nor that it will remain at the destination for the hirer's use unless this has been agreed with the company in advance.

**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 passengers who fail to follow instructions given by the hirer.

**Drivers' 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 the control of the hirer. The calculation of any additional costs will be as in condition 4.

**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.

**Animals:** On a private hire, 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.

**Travelling with Children:** If the hirer intends to travel with children, they agree to take full responsibility for providing travel seats if required and ensuring that seats belts are worn by all passengers. In addition, an adult will be required to travel to the rear of the vehicle to assist the children with disembarking in an emergency situation.

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**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.

**Payment:** Payment in full must be made 14 days 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 the base rate of Bank of England, calculated on a daily basis, from the date by which payment should have been made.

**Sickness on board the coach:** We reserve the right to impose a cleaning charge of up to £175.00

**Cancellation by Hirer:** If the hirer wishes to cancel any agreement, the following scale of charges will apply in relation to the total hire charge.

NOTICE GIVEN	CHARGE
60 – 20 days	25% of hire
19 – 7 days	50% of hire
6 – 3 days	75% of hire
2 – day of hire	100% of hire

The cost of accommodation, meals and theatre tickets which have already been purchased by the company at the request of the hirer, will be charged to the hirer, plus any administration charges incurred by the company.

**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.

**Vehicle to be Provided:**

- A) 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.
- B) 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.

**Breakdown and Delays:** The company gives its advice on journey time in good faith. The company accepts no responsibility nor can be held liable in whatsoever for any delays due to traffic, weather conditions or unforeseen circumstances that are beyond our control.

**Seat Belts:** It is required by law that all passengers are to remain seated while the vehicle is in motion and seat belts are to be worn. If you wish to use a child car seat during trips this must be notified to the company when booking as the company does not provide these.

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**Smoking:** Smoking and Vaping is not permitted under any circumstances by law.

**Refreshment and Alcoholic Drinks:** Alcoholic beverages must not be consumed or carried on the vehicle at any time. In cases of travel sickness resulting from alcohol, the company reserves the right to impose a cleaning fee of £175.00. The driver may require immediate payment of this fee before passengers disembark. Passengers who are deemed excessively intoxicated may be refused travel.

**Passengers' Property:** Unless previously agreed with the Company, the driver has discretion as to carriage of passenger' luggage and its storage. The Company will not accept liability for any damage to or loss of any property which belongs to any passengers and is left in a vehicle. All articles of lost property recovered from a vehicle will be held at the depot for one month only at which the vehicle is based.

**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. These regulations set out certain rights and responsibilities on all parties, and full details of these 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.

**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 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.

**Any infringements of these conditions could render your hire with Barnett's Coaches Ltd terminated without refund or compensation.**