

## **CHIVERS COACHES LTD: Conditions of Hire (March 2023)**

Chivers Coaches Ltd (herein referred to as The Company) has revised the business Terms and Conditions (March 2023) set out as below and we ask you to note that these, and only these T&C will apply, this is part of your contract with us and establishing a booking you agree to abide by same.

### **1. ON BOOKING**

The following conditions apply whether or not a contract of carriage has been entered into as a quotation being offered and accepted or 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 travel with the party. If the hirer is not travelling with the party, a representative must be adopted and the company informed prior to the hire taking place, the company will only accept instruction from the hirer or their representative. Where a copy of these conditions has been given to the hirer on booking or on receipt of the company invoice it will be deemed to signify their acceptance, likewise where a hirer establishes a booking before receipt of these conditions or without being advised verbally of all significant terms the hirer may cancel the contract without liability to the operator within 48 hours otherwise the hirer will be deemed to have accepted.

### **2. QUOTATIONS**

Quotations are given based on 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. Quotations are given subject to the company having a suitable vehicle available at the time the hirer accepts the quotation.

Quotations are valid for 28 days from the date of issue and given for the coach and driver only, any additional charges will be separately identified and will be the hirer's responsibility unless otherwise specified, including but not exclusive to parking, road tolls, admission and parking at special events.

It is the responsibility of the hirer to provide the driver with suitable accommodation and meals when a coach is away from base overnight.

### **3. 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.

If a vehicle is required during the time at its destination the right is reserved to withdraw the vehicle to undertake another journey, the vehicle could also be withdrawn if the group are more than thirty minutes late for the requested return time. In this event no liability can be accepted for the cost of alternative transport. The company reserves the right to sub-contract a vehicle from another coach operator without notice to the hirer.

The company will not be liable for loss, injury, damage, delays, or inconvenience caused where inclusive arrangements have been made incorporating other companies' services, in any event the company will not be liable for any claims beyond the value of the coach hire.

#### **4. ROUTES AND TIME VARIATION**

The company reserves the right to levy additional charges for additional mileage or time to that agreed, if the client exceeds those stated on their documents the charges will be pro-rata on an hourly and or mileage basis.

The vehicle will depart at times agreed by the hirer and it is their responsibility 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 have sole discretion as to the suitability of roads or locations that a vehicle can enter or travel through, no liability can be accepted if a vehicle is unable to complete a journey due to the unsuitability of a road or location.

It is the hirer's responsibility to ensure that the collection and drop off points are suitable for coaches, safe and free from parking or stopping restrictions, if this is not the case on the day, the driver will have to divert to a more suitable collection and return point.

#### **5. DRIVER'S HOURS**

The hours of operation for the driver are regulated by law; and the hirer accepts the responsibility of ensuring that 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 times. If any said 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 hours agreed with the company for the operation of any hire must be observed (other than in the case of a serious emergency or diversion) and the company reserves the right to curtail or otherwise amend any hire which does not comply with the relevant regulations, any deviation to the route must be agreed with our office before the journey commences.

#### **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.

The company reserves the right to supply multiple vehicles to cover passenger numbers requested by the hirer.

#### **7. CONDUCT OF PASSENGERS TO INCLUDE HEALTH & SAFETY**

The driver is responsible for the safety of the vehicle at all times, and as such may remove any passenger whose behaviour 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 of all parties.

The hirer is responsible for any damage caused by any passenger for the duration of the hire, please be advised where instances of breach in Health and Safety by children or minors occur the parent or guardian will be held responsible for their actions.

The company reserves the right to withdraw all services in the event of unruly conduct by the passengers or damage caused to company vehicles.

All passengers are asked to wear their seat belts whilst on the vehicle and abide by all information given and displayed, in the interests of safety children must not be seated by the doors and at least one adult should occupy a seat at the rear.

Smoking/Vaping is not permitted at any time on any of our vehicles, this includes the use of substitute smoking materials such as electronic cigarettes or 'E cigarettes'.

Any person found smoking on our vehicles will be removed.

Alcohol must not be consumed on our vehicles, any consumption prior must be in moderation and the company reserves the right to refuse travel to any passenger if he/she is viewed to present a danger to themselves, other passengers, or the driver.

**Food and drink (including alcoholic beverages) may not be consumed on the vehicle without prior written consent from the company.**

Cleaning of the vehicle as a result of excess mess or excess consumption (vomit or other bodily fluids) may incur a cleaning fee. All company vehicles are fitted with first aid boxes, in the event of the contents being used due to sickness or injury whether due to excess or accidental causes the company reserves the right to charge for replacements.

Where the hire is to a sporting event, the hirer should be aware of the legal requirements relating to alcohol and the conditions of entry to racecourses as laid down by the Race Course Association Ltd, specifically alcohol must not be carried or consumed on coaches to or from any sporting event police have the right to search and seize any alcohol carried by passengers.

## **8. PAYMENT**

**Any deposit requested must be paid on confirmation, and payment in full must be made within 14 days from the date of the invoice, any customers with approved credit facilities must pay within 14 days following the journey, all deposits paid are non-refundable.**

## **9. CANCELLATION BY THE COMPANY**

In the event of an emergency which may include riot, civil commotion, strike, lock out, stoppage, national emergency, pandemic, force majeure, restraint of labour, unavoidable shortage of drivers or coaches or the occasion of any event over which the company has no control (including adverse weather conditions or substantial increase in the net cost of fuel) or in the event of the hirer taking action to vary the agreed conditions unilaterally, the company may by returning all the money paid and without further or other liability cancel the contract.

## **10. CANCELLATION BY THE HIRER**

**In the event of cancellation by the hirer the company reserves the right to retain any deposit or charge a cancellation fee.**

The hirer must also take full responsibility for any other costs incurred by the company as a result of curtailment.

**The following cancellation charges will be used in the event of cancellation by the hirer.**

All cancellations must be confirmed in writing/email no later than 24hrs following notification to the company.

Cancellation with 14 days or more notice will incur no charge.

Cancellation within 14 days of date of hire a £100.00 cancellation fee per vehicle.

Cancellation within 48 hours of date of hire full charge will be levied.

**In the case of contractual coach hire the hirer must conform with the agreed notice period set out as above on the initial acceptance of the contract.**

At the time of revising the company T&C's the country has experienced the effects of COVID 19, in the extremely unlikely event that such measures are put in place again which impact our ability to provide services to you including but not limited to us having to suspend or cancel in full the service we provide we will not accept any liability for losses that may arise and we limit our liability accordingly.

If a booking is no longer required due to cancellation of an event or your reluctance to travel despite no official government guidance the payment and cancellation provisions as set out at section 10 will apply.

#### **11. 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 incurred.

#### **12. BREAKDOWN OR DELAYS**

The company will provide advice on journey times if requested however as a result of break down, extreme weather conditions or traffic congestion or other events beyond the reasonable control of the company journeys may take longer than predicted, in those circumstances the company will not be liable for any loss or inconvenience suffered by the hirer as a result.

#### **13. PASSENGER PROPERTY**

Personal effects and luggage are carried at owner's risk with no liability to the company if they are lost or damaged, the gangway and emergency exits must always remain clear of obstructions.

In the event of stored luggage, the person appointed by the hirer to be in charge of the party shall ensure the correct number of cases are taken onto the coach and are taken off at the destination, every effort will be made to accommodate additional items where possible.

Passenger personal effects and luggage must be supervised and the company accepts no liability if they are left on the vehicle unattended. Articles of lost property recovered from the vehicle will be held at the company's registered address, and will be subject to the current Public Service Vehicle (Lost Property) Regulations.

#### **14. COMPLAINTS**

The company is not responsible for delays, loss, damage, injuries, or any inconvenience beyond the control of the management.

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 been concluded satisfactorily all complaints should be submitted in writing to the company within 21 days of the date of hire.

#### **15. FUEL LEVY**

Chivers Coaches Ltd reserve the right to implement a fuel surcharge on any future quotations or bookings if the price of fuel due to circumstances beyond our control increases.

#### **16. CCTV**

All coaches have interior and exterior CCTV installed to ensure passenger safety whilst on the vehicle.

**E&OE**