

PRIVATE HIRE TERMS & CONDITIONS

These are the conditions of hire of Kirkby Lonsdale Coach Hire Ltd (hereinafter called 'the company'). They form the basis of the contract under which the company agrees to hire its vehicles to the customer (hereinafter called 'the hirer'). These conditions do not apply to transport provided as part of a package (as defined by the Package Travel, Package Holidays and Package Tour Regulations 1992) organised by the company.

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, then an individual must be nominated 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 notified prior to the hire taking place. The company will only accept instructions from the hirer or their nominated representative.

Where a copy of these conditions has been given to the hirer at any time, making a booking will be deemed to signify acceptance from them. Where a hirer makes a booking before receiving these conditions they may cancel the contract without liability to the company:

- 1) within 48 hours of receiving these conditions; or
- 2) up to 24 hours before the commencement of the hire

whichever is the earlier otherwise the hirer will be deemed to accept these conditions.

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 given for coach and driver only. Any additional charges will be separately identified and will be the hirer's responsibility unless otherwise specified. Parking charges are not included in the coach hire charge unless stated.

Use of the Vehicle

The hirer cannot assume the use of the vehicle between outward and return journeys, nor that it shall remain at the destination for the hirer's use, unless this has been agreed with the company in advance. In the event the group are more than 15 minutes late for the requested return time the company reserves the right to surcharge up to £75 towards the on-costs incurred. Alternatively the vehicle may also be withdrawn in which event no liability can be accepted for the cost of alternative transport.

Route and Time Variation

The company reserves the right to levy additional charges for additional mileage or time than that agreed. The pick up time shown on the confirmation is the time the coach will arrive at the first pick-up point. The arrival time at the final destination is the time the coach should be empty at the last dropping off point. 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 have the 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.

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 journeys and times agreed by the company. Neither the hirer nor any passengers 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.

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. Unless specified in the vehicle no standing passengers may be carried. In the interests of safety children should not be seated by the doors and at least one adult should occupy a seat at the rear of the vehicle. Seat belts are provided for your safety and by law should be worn at all times.

Conveyance of 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.

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

Any deposit requested must be paid by the date stated and payment in full must be made before the start of the hire unless otherwise agreed by the company.

Cancellation by Hirer

Unless otherwise agreed in writing if the hirer wishes to cancel any agreement they may do so without penalty up to 30 days prior to the hire; should they cancel with less than 30 days notice, but more than 24 hours then the deposit is forfeit and the company will repay any balance paid over and above to the hirer; where the hirer cancels less than 24 hours prior to departure of the hire then the whole balance shall be due. The cost of accommodation, meals, theatre tickets and other such ancillary goods or services 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. In no circumstances shall the Company be liable for any loss of actual or potential turnover, business or profits suffered by the hirer or any related costs and expenses.

Vehicle to be Provided

The company reserves the right to provide a larger vehicle than that specified at no additional charge. The company reserves the right to provide more than the number of vehicles specified at no additional charge. The company reserves the right to substitute another vehicle and or driver (including those of its associate company Yellow Rose Coaches Ltd or any 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 times in good faith. 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. In no circumstances shall the Company be liable for any loss of actual or potential turnover, business or profits suffered by the hirer or any related costs and expenses.

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 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 be binding on the hirer as if they 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 acts or omissions. It is the hirer's responsibility to ensure its compliance with any such terms and conditions and therefore to obtain copies from the company.

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 ensuring 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 acts as an organiser or retailer, it will issue separate conditions of trading relating to its liabilities and responsibilities under the Regulations.

Passengers' 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. For safety reasons only small items of hand luggage may be carried in the passenger seating compartment. The company accepts any personal property of the hirer and their passengers which is stored in the lockers or boot on the understanding that it will take all reasonable steps to avoid loss or damage. The hirer should notify the company if items of exceptional value are to be carried on the vehicle. It is the responsibility of the hirer to minimise risk of loss when property is left unattended. Neither the company nor its drivers will accept any responsibility for any items left at any time in the interior of the vehicle. If the company is found to be legally at fault regarding the loss of or damage to property stored in the lockers or boot, the liability is limited to £500 per bag, case or package with an overall limit of £1000 overall claim value maximum per passenger. It is the responsibility of the hirer to ensure that items over this value are insured separately for loss and damage. All articles of lost property recovered from the vehicle will be held at the premises where the vehicle is based and will be subject to the current Public Service Vehicle Lost Property Regulations.

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 as amended in 1995 & 2002. 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. The company reserves the right to levy a soiling charge up to £75 towards costs of cleaning company vehicles. The company reserves the right to withdraw all services in the event of unruly conduct by passengers or damage caused to company vehicles. 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) Regulations 1995, and the conditions of entry to racecourses as laid down by the Race Course Association Ltd. The company will provide details of these restrictions on request.

Complaints

In the event of a 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 to:

Mr M. Sutton,

Kirkby Lonsdale Coach Hire Ltd,

The Coach Station, Middlegate,

White Lund Industrial Estate,

Morecambe. LA3 3BN.

office@kirkbylonsdalecoachhire.co.uk

and within 14 days of the termination date of the hire.

Notices

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

Refreshment and Alcoholic Drinks

Other than on a vehicle fitted expressly for that purpose, food (except confectionery) and drink (including alcoholic beverages) may not be consumed on the vehicle without prior written consent from the company.

Smoking

For the comfort and safety of all our passengers, Kirkby Lonsdale Coach Hire operates a no smoking policy.

Drivers Accommodation

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

Miscellaneous

If the hirer is a consumer, the provisions of these conditions will not adversely affect their rights as a consumer.

If any provision of these conditions is held to be wholly or partly illegal, void, voidable, unenforceable or unreasonable, it shall to the extent of such illegality, invalidity, voidness, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the conditions and the remainder of such provision, shall continue in full force and effect.

These conditions shall be governed by English Law.

***Thank you for choosing Kirkby Lonsdale Coach Hire
We look forward to you travelling with us.***

© Copyright 2017 Kirkby Lonsdale Coach Hire Ltd. All rights reserved.

Registered Office: The Coach Station, Middlegate, White Lund Industrial Estate, Morecambe. LA3 3BN.

Telephone: 01524 733831 Fax: 01524 733821

Email: office@kirkbylonsdalecoachhire.co.uk. Website: www.kirkbylonsdalecoachhire.co.uk