

Pulham & Sons (Coaches) Ltd.

Private Coach Hire Terms & Conditions



1. Application of Terms & Conditions

- 1.1. These terms and conditions apply whether a contract has been made verbally or in writing. Making a booking verbally or in writing will be deemed as acceptance of these Terms & Conditions.

2. Quotations

- 2.1. Quotations are provided based on the information provided by the hirer such as (but not limited to) vehicle size, boarding location/s, comfort stops, mileage and destination. Whilst we are happy to accommodate alterations whenever possible, changes to any of the above details are subject to availability and any amendment may incur additional charges.
- 2.2. Quotations for Private Coach Hire are made subject to a suitable vehicle being available at the time the hirer accepts the quotation. The route used will be at the discretion of the Company, unless the hirer has specified an alternative route which must be detailed in writing.
- 2.3. Quotations are valid for 30 days unless otherwise notified.
- 2.4. Unless otherwise stated, quotations are provided for coach and driver only. Any additional charges such as (but not limited to) accommodation, admission costs, meals and parking fees will be separately identified and will be the hirer's responsibility unless otherwise specified.
- 2.5. Bookings must be confirmed in writing. Any further changes to the journey, route, destination or timings must be communicated in writing.

3. Route and Time Variation

- 3.1. Should a vehicle be taken on a longer journey by the hirer than that contracted at the time of booking or the times agreed are not adhered to, the Company reserves the right to make an additional charge commensurate with the costs incurred. During the hire, the driver is the sole judge of reasonableness with regard to any change of route, destination, length of journey or time.
- 3.2. The vehicle will depart at the time agreed during the booking stage and the hirer will be responsible for ensuring all passengers are on board the vehicle. The Company accept no liability for loss or injury to any passenger who fails to join the vehicle at the agreed time.
- 3.3. Alterations to itineraries must be made in writing at least two days prior to the hire by the hirer. The hirer is responsible for any costs incurred as a result of changes made to the itinerary.
- 3.4. Any alterations to the agreed itinerary must be made with the Company direct, not the driver.

4. Use of the Vehicle

- 4.1. Unless with prior written agreement the hirer should not assume the use of the vehicle between outward and return journeys nor to remain available for the hirer's incidental use when parked at such points. The operators vehicle/s may on no account be sub-let, lent or licensed by the hirer without the prior written consent of the Company.

5. Drivers Hours Regulations

- 5.1. Drivers hours and rest periods are regulated by law for the safety of all concerned and the rules must be strictly observed. The hours of operation agreed between the Company and the hirer must be complied with and the hirer accepts responsibility for keeping within the hours and times of the agreed hire. Variation from this is only accepted in the case of serious emergency or diversion. The hirer must ensure that the journey is not delayed by them or any other passenger which results in the driver being asked to breach driver's hours regulations or avoid taking the required rest period. Where a breach is likely to occur all additional costs must be borne by the hirer unless it is outside of the hirer's control. The Company reserve the right to refuse any journey which is considered to breach drivers hours regulations at any point prior to or during the hire. Under no circumstances will the Company allow your journey to exceed the regulations.

6. Seating Capacity, Passengers and Passenger Conduct

- 6.1. The seating capacity of the hired vehicle will be confirmed to the hirer at the time of booking. The hirer must not load any vehicle beyond the number of passengers which it is legally permitted to carry.
- 6.2. All passengers must remain seated with their seatbelts securely fastened whilst the vehicle is in motion unless using the washroom or servery facilities, if these have been requested in the hire. Passengers using the washroom or servery facilities whilst the vehicle is in motion do so entirely at their own risk. It is the responsibility of the hirer to account for all passengers throughout the hire. People with mobility issues are advised not to use the washroom and servery facilities or move around the vehicle whilst it is in motion.
- 6.3. The Company will not accept liability for any loss or damage incurred by passengers who fail to follow the instructions given by the hirer.
- 6.4. It is the responsibility of the hirer to ensure that staff:child ratios are observed in line with the legislation in place at the time of hire and that this is maintained at all times. Supervising adults must be seated throughout the vehicle and not congregated in one area of the vehicle. We request that one member of staff is seated near an emergency exit in order to assist with emergency evacuation and to ensure no tampering of the door occurs. Educational staff are requested to set an example to younger people by wearing seatbelts at all times.
- 6.5. In the interests of other passengers, no musical instruments, radios or other audio devices shall be played without the permission of the driver.
- 6.6. It is strictly forbidden for any passenger to carry or consume illegal drugs on the vehicle.
- 6.7. Smoking is not permitted on any Company vehicle including the use of substitute products such as electronic cigarettes.
- 6.8. The driver is responsible for the safety of the vehicle and as such may remove, or prevent from boarding, any passenger whose conduct is in breach of the Public Service Vehicle (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990. This includes passengers who are abusive to any person or whose behaviour is otherwise considered by the driver to be unacceptable. The hirer will be responsible for the conduct of passengers and for any damage caused to the vehicle by passengers during the hire.
- 6.9. 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, (as amended) and the conditions of entry to race courses laid down by the Race Course Association Ltd. The Company will provide details of these restrictions on request.

- 6.10. It is the hirer's responsibility to ensure that the passengers do not distract the driver at any time whilst s/he is driving the vehicle.
- 6.11. The Company will provide, on request, a contact number for the driver for use throughout the duration of the hire. The hirer agrees that this contact number must be used only for the purpose of contacting the driver regarding the hire and only on the day/s of hire. The hirer is explicitly requested not to provide the given contact number to any other passenger or person at any time during or after the hire. Thereafter, the hirer agrees to delete or destroy the number in line with data protection guidelines.

7. Passenger Property

- 7.1. For statutory safety reasons all vehicles are subject to certain restrictions on carrying luggage. Large items may not be carried and the hirer should inform the Company of such items at the time of booking where advice will be given.
- 7.2. The driver has full discretion on the carriage of luggage, property and its storage.
- 7.3. The Company will take all reasonable steps to avoid loss or damage to the personal property of the hirer or passengers. The hirer must inform the Company if items of exceptional value are to be carried on the vehicle and take reasonable steps to insure against loss or damage.
- 7.4. The Company accept no liability for loss and/or damage to passengers' property, personal items or luggage left unattended in the vehicle.
- 7.5. All items of lost property when found are labelled and held at the Company Head Office and are subject to the current Public Service Vehicle (Lost Property) Regulations. Low value items (such as hats, gloves etc.) will be kept for one month. Higher value items (such as mobile phones, cameras etc.) will be kept for three months after which all items are destroyed. If requested, items of lost property can be returned to the owner of which the charges are recoverable.
- 7.6. It is the responsibility of the hirer and passengers to ensure that adequate insurance cover is sought to cover loss or damage to their own personal items.

8. Alcohol

- 8.1. No alcohol is permitted to be carried or consumed on the vehicle without the prior written consent of the Company. It is against the law to carry or consume alcoholic drinks on a coach proceeding to or from designated sporting events and the hirer should be aware of the regulations relating to this contained in the Sporting Events (Control of Alcohol) Act 1985 (as amended).
- 8.2. The hirer will be responsible for any fines or related costs, expenses or other losses incurred as a result of any breach of the above Act by the passengers.
- 8.3. Passengers must not consume food (other than confectionary) or drink, including alcohol, without the prior agreement of the Company or in the case of food and non-alcoholic beverages, with the permission of the driver.
- 8.4. The carrying or use of drugs is strictly forbidden and CCTV will be provided to the police where necessary.

9. Carriage of Children

- 9.1. Bus and coach companies are not required by law to provide child car seats in coaches and buses, but child passengers should use them if they are provided. The hirer is responsible for providing a child seat if they wish a child to use one.
- 9.2. In minibuses, all children must travel in rear seats (any seats behind the driver) if a child car seat or an adult seat belt isn't fitted. Children aged 3 or older must use an adult seat belt if child car seats are not fitted or are unsuitable.
- 9.3. Seat belts must be fitted in buses and coaches except ones in which standing is permitted, or which are being used to provide a "local service". If seat belts are fitted, they must be worn by passengers aged 14 years and over.
- 9.4. Passengers aged under 14 years are not legally required to wear them, but it is much safer if they do so. We request that all passengers follow the same rules as using seatbelts in cars.
- 9.5. All seated passengers aged 14 years or over must wear seat belts if they are fitted in coaches.

10. Conveyance of Animals

- 10.1. On private coach hire, no animals (other than guide dogs and hearing dogs notified to the Company in advance) may be carried on any vehicle without the prior written consent of the Company.

11. Notices

- 11.1. No bill, notice, banner or poster or any other similar item must be displayed on the vehicle without the prior written consent of the Company. In any case, such notices must only be placed in a position which does not breach the legal requirements set out by the Driver and Vehicle Standards Agency (DVSA).

12. Damage and Soiling

- 12.1. The hirer is responsible for any damage or soiling caused to the vehicle by any passenger for the duration of the hire. A minimum charge of £100 will be made if the vehicle is damaged or soiled. If the extent of the damage or soiling is such that the vehicle is out of service for any length of time the Company may charge the hirer a minimum of £500 per day or part thereof for which the vehicle is out of service.
- 12.2. All vehicles are fitted with spill kits for the disposal of bodily fluids. The replacement of such items is recoverable from the hirer.

13. Breakdowns and Delays

- 13.1. The Company give advice on journey times in good faith. However, we cannot guarantee the completion of a journey within a specific time and as such will not be liable for loss or inconvenience caused by breakdown, traffic congestion or other delays outside of our control.

14. Vehicle to be Provided

- 14.1. 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 added to the hire charge.
- 14.2. The Company reserves the right to substitute another vehicle (including those of other operators) or ancillary facilities for all or part of the hire subject to such substitutes being of at least equivalent quality.
- 14.3. In all circumstances the hirer is responsible for communicating the required vehicle size and any special requirements such as height, length or width restrictions at the time of booking.

15. Cancellation by the Hirer

- 15.1. Cancellations must be made firstly by telephone after which this must be followed up by cancellation in writing.
- 15.2. The following cancellation charges will apply
- 15.3. All charges and related administration costs for Ferry or Eurotunnel bookings made on behalf of a client, are non-refundable.

Pulham & Sons (Coaches) Ltd. Table of Cancellation Charges

Notice provided prior to departure date	% of the total hire cost
14 days or more	No charge
9-14 days	10% of total hire cost
7-8 days	15% of total hire cost
3-6 days	25% of total hire cost
1-2 days	50% of total hire cost
Day of hire before arrival of vehicle at departure point	85% of total hire cost
At or after arrival of vehicle at departure point	100% of total hire cost

16. Cancellation by the Company

- 16.1. In the event of any emergency or force majeure or any event over which the Company has no control including weather and road conditions or in the event of the hirer taking any actions to vary agreed conditions of hire unilaterally, the Company may, by returning all money paid and without further or other liability, cancel the contract.

17. Complaints

- 17.1. In the event of complaints about the Company's products or services the hirer should endeavour to seek a solution seeking the assistance of the driver, the tour representative, guide or the Company as soon as practically possible during the hire. If this has not provided a remedy, complaints should thereafter be made in writing to the Company within 14 days. In accordance with our Company Feedback and Complaints Procedure, all complaints are acknowledged within three working days and a full response can be expected within a further ten working days. If we are unable to conclude any investigations within this time we will ensure the complainant is kept fully informed every five working days. Our Feedback and Complaints Procedure is available on request.

- 17.2. Complaints should be made in writing to: Pulham & Sons (Coaches) Ltd., Bourton Business Park, Bourton-on-the-Water, Gloucestershire. GL54 2HQ Or by E-mail to: info@pulhamscoaches.com

18. Surcharges

- 18.1. Once a quotation has been issued to the hirer this is valid for 30 days. After confirmation, provided there are more than 30 days prior to the departure date, the Company reserve the right to pass on increases in the cost of fuel or taxes imposed by the Government of the United Kingdom and of other countries to be visited during the hire including road tolls and foreign taxes. No surcharges will be levied within 30 days of departure. On notification of such charges, the hirer may cancel the booking subject to the scale of charges shown in Paragraph 14.

19. Payment

- 19.1. Payment in full must be made 7 days prior to the start of the hire unless other terms have been agreed by the Company. If other terms have been agreed, payment must be made within 14 days of invoice date.
- 19.2. Invoice queries must be addressed within 7 days of invoice date and thereafter paid within 24 hours of the company's final resolution on the matter.
- 19.3. The Company reserves the right to add interest at the rate of 3% per month above the base lending rate of Lloyds Bank from the date by which payment should have been made.
- 19.4. If the invoice is not paid within the agreed terms a late payment charge will also be added to the invoice amounting to £40 per £1,000 overdue.
- 19.5. The Company reserve the right to refer unpaid accounts to County Court for judgement. Debt recovery costs will also be recovered as part of such applications.
- 19.6. Payment can be accepted by cheque, cash in person, bank transfer, debit or credit card.
- 19.7. Coach hire is zero-rated for the purposes of Value Added Tax (VAT).

Issued by:

Pulham & Sons (Coaches) Ltd. whose trading premises is

Bourton Business Park

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Gloucestershire

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