

### **Application**

These conditions apply whether the Contract has been made verbally or in writing. English Law governs all contracts made with Caradoc Coaches Ltd 'The Company'.

### **Liability**

The Company shall not be liable for loss to the hirer or any of the passengers in the coach resulting from:

- (i) Stoppages of work howsoever caused, preventing performance of the contract hire.
- (ii) Loss of, or damage to, luggage or any property which belongs to any passenger that is left in a vehicle unless such loss or damage is caused by any act or default of the Company. All articles of lost property recovered from a vehicle will be held at the depot at which the vehicle is based.
- (iii) Breakdowns of the Company's vehicles.
- (iv) Breakdowns of vehicles or ferries belonging to third parties.
- (v) The conditions of any vehicles, ferries or premises belonging to third parties.
- (vi) The Company hereby limits its liability resulting from vehicle hire to the total cost of the hire.
- (vii) Any delay caused by an Act of God or any other circumstance not under the Company's control.
- (viii) Breakdown of onboard facilities (when provided) e.g. toilets, drink machines, videos, radio/cassette and public address systems.

### **Quotations & Payment**

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. Unless otherwise stated admission charges, meals, accommodation and parking charges for special events are not included in the price quoted.

Payment of the contract is required in sterling, without any charges relating to the transfer of funds and are strictly net 30 days from date of invoice. A purchase order number must be supplied when confirming a booking.

### **On Board Facilities**

If needed, then a request by the Hirer for a toilet, drinks machine, dvd, cd radio and public address system etc, should be made at the same time as the quotation is requested.

### **Educational Establishment Hire**

The 'organiser' shall be the Hirer and not the School/College/University. It shall be the absolute responsibility of the Hirer to ensure that the necessary arrangements have been made for the safe supervision and conduct, including the wearing of the seatbelts, of all students in the party. A member of staff or responsible adult must occupy the seat situated alongside the Emergency Exit at the rear or centre of the vehicle.

### **Driver's Accommodation**

Unless agreed otherwise, in writing, driver's accommodation (where applicable) must be provided and paid for by the Hirer. This should be single en-suite accommodation including bed, breakfast and an evening meal.

### **Delays**

The Company gives advice on journey time in good faith but does not guarantee the completion of any journey in any specified time and will not be liable for loss, delay or inconvenience caused by the actual time of the journey.

### **Route and Time Variation**

Should a vehicle be detained by the hirer or taken on a longer journey than that contracted for or times alter by the hirer over two hours, the Company reserves the right to make an additional charge commensurate with the costs incurred. In any event the vehicle(s) will depart at times agreed with the hirer and the Company will not be liable for any loss or injury sustained by any passenger who fails to join a vehicle at the appointed time.

### **Cancellation By the Hirer**

(i) Should the Hirer wish to cancel any agreement, the Company reserve the right to apply the following scale of charges in relation to the total hire charge:

From 6 days up to 72 hours prior to date of hire: 50%

From 48 hours to 24 hours prior to hire: 75%

Less than 24 hours prior to hire: 100%

(ii) Cancellation due to inclement weather will be charged at £50.00.

### **Cancellation By The Company**

In the event of any emergency or force majeure or any action by the Hirer to vary agreed conditions unilaterally, the Company may, by returning all money paid and without further or other liability, cancel the Contract.

### **Drivers' Hours and Rest Periods**

The hours agreed with the Company 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 driver's hours and rest periods can be complied with. The Company reserves the right to curtail or otherwise alter any hire that does not comply with the relevant regulations.

### **Use of Vehicle**

Unless confirmed in writing by the Company 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.

### **Substitution**

The Company reserves the right to hire in vehicles from other operators and also to provide a larger than specified vehicle at no additional charge, unless any seats are used. If extra seats are used an additional charge will be made pro-rata to the hire charge. The Company reserves the right to substitute other vehicles (including those of other operator(s)) or ancillary facilities for all or part of the hiring subject to such substitute, so far as possible in the circumstances, being of similar quality.

### **Agency Agreements**

Where the Company hires in vehicles from other operators and where the Company arranges ancillary facilities, such as meals, accommodation, ferries, admission, tickets or any other service 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 he had directly contracted for such services.

### **Animals**

No animals (other than guide dogs and hearing dogs notified to the company in advance) may be carried on any vehicle without prior agreement from the company.

### **Conduct of Passengers**

(i) 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.

(ii) 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 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 and within 7 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.

### **Lost Property**

If any property is found on the coaches, it will be kept at the depot for a period of one month.

Any lost property claimed must be collected from the depot by the owner or agent/courier organised by the owner. Caradoc Coaches Ltd does not take any responsibility for any lost property that cannot be found.

### **Insurance**

Hirer and individual passengers are advised to insure themselves for those events not covered under the Company's Policy, for example, delay and loss of luggage.