

## CONDITIONS OF HIRE

Hereinafter **GRAYLINE COACHES** shall be referred to as **The Company** or **The Operator**.

### **1. Application**

These conditions apply whether a contract has been made verbally or in writing.

The Hirer contracts with The Company upon behalf of The Hirer and as agent for all passengers travelling upon the vehicle. The Hirer expressly warrants that he has the full authority of all passengers to enter into this contract upon their behalf and to accept the conditions of hire. The Hirer shall indemnify The Company against any loss, claim, damage, award or settlement which may be made against The Company in excess of the exclusions and limitations of liability contained in the conditions of hire as a consequence of any lack of authority upon the part of The Hirer to enter into this contract.

### **2. Quotation**

Quotations are given on the basis of the most direct route and the information given by The Hirer. Any variation in mileage or timing arising will be charged for in addition. The route used will be at the discretion of The Company unless The Hirer has requested a particular route which will be specified on the confirmation. Quotations are made subject to a vehicle suiting The Hirer's requirements being available at the time of acceptance. Quotations are based upon costs prevailing at the time and in accordance with details provided by The Hirer. Quotations are valid for 30 days from issue or for any period specified. Unless otherwise stated, admission and parking charges are not included. Where applicable, VAT will be charged at the governing rate at the time of invoice.

### **3. 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.

### **4. Drivers hours and rest periods**

The hours agreed with The Company for the operation of any hire(s), must be observed (other than in the case of serious emergency or diversion) so that current regulations governing driver's hours and rest periods may be complied with. The Company reserves the right to curtail, or otherwise alter, any hire which does not comply with the relevant regulations.

### **5. Seating Capacity**

The Hirer must not load any vehicle beyond the number of passengers which it is legally permitted to carry.

### **6. Conveyance of animals**

On a Private Hire, no animal (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.

### **7. Confirmation**

Written confirmation by The Company is the only basis for the acceptance of a hiring or for a subsequent alteration in its terms.

### **8. Payment**

(a) Any requested deposit must be paid by the time stated and payment in full must be made before the start of the hire, unless The Company has agreed in writing to a variation in this condition. The Company reserves the right to add interest at the rate of 2% compound interest per calendar month, after the date by which payment should have been made.

(b) The Hirer shall be personally liable for the payment of all deposits and payments, but in the event of failure by The Hirer to discharge such deposits and/or payments, The Company reserves the right to claim the same from each passenger individually or collectively and each passenger shall remain jointly and severally liable for such payments.

### **9. Cancellation by The Hirer**

Should The Hirer wish to cancel any arrangement, the following scale of charges shall apply in relation to the total hire charge.

#### COACH HIRE

10 days or more	None
6-9 days	25% of hire
1-5 days	50% of hire
Day of hire	75% of hire
Arrival of coach at departure point	A charge will be made based upon time and mileage subject to a minimum of 89% of the hire.
After departure	100% of hire

Cancellations due to inclement weather conditions are as above. CANCELLATIONS MUST BE NOTIFIED TO THE COMPANY IN WRITING.

#### OTHER SERVICES

(Accommodation, meals, theatre tickets, etc). Cancellation charges will be levied according to scales in operation by the company supply the services. Theatre tickets once purchased are not returnable.

## 10. Cancellation by The Company

In the event of any emergency, riot, civil commotion, strike, lock out, stoppage or restraint of labour from whatever cause or of 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.

## 11. Route and time variation

Should a vehicle be detained by The Hirer, or taken on a longer journey than that contracted for, The Company reserves the right to make an additional charge. During the hiring, the driver must be the judge of the reasonableness of any request for a change of route or time. In any event, the vehicle(s) will depart at the agreed time and The Company will not be liable for any loss or injury sustained by a passenger failing to join the vehicle(s) at the appointed time.

## 12. 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. If extra seats are used, an additional charge will be made, pro-rata to the hire charge.
- (b) The Company reserves the right to substitute other vehicles (including those of other operators) or ancillary facilities for all or part of the hiring, subject to such substitutes being of similar quality.
- (c) Equipment within coaches (including radios, audio and video cassette players, microphone and public address systems, beverage and toilet facilities) is provided at the discretion of The Company unless the quotation specifies that any such facilities will be available. While every endeavour will be made to comply with The Hirer's subsequent requests, The Company cannot guarantee to meet any such requests.

## 13. Breakdown and delays

The Company gives its advice on journey times in good faith but does not guarantee the completion of any journey at a specific time and will not be liable for loss or inconvenience caused by breakdown or other delays.

## 14. Agency Agreements

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 contractor, it does so as agent for and on behalf of The Hirer. Any terms and conditions imposed by such other contractors through The Company shall be binding on The Hirer as if he had directly contracted such services.

## 15. Passengers Property

- (a) All vehicles hired out by The Operator are subject to restrictions as to their carrying capacity as imposed by statute. The Hirer accepts that the driver shall be the sole judge as to whether, and to what extent, passengers' luggage and effects can be carried.
- (b) The Hirer agrees that, in agreeing to carry the passengers' luggage and effects, The Hirer does not carry the same as bailee but such luggage or effects remain the sole risk of the passenger concerned and The Company shall not be liable for any losses or damage of such baggage or effects of whatsoever nature and howsoever caused, including negligence.
- (c) Notwithstanding the above, should it be held by any court of law that The Company becomes a bailee of the luggage and effects, then The Company's liability for loss and damage of whatsoever nature and however caused, including negligence, shall be limited to the value of the luggage or the sum of £50 per bag, case or package, whichever sum shall be the lesser.
- (d) The Company does not accept liability to any damage to, or loss of any property left upon the vehicle(s) by a passenger, whether or not with the knowledge of The Company, its servants or agents. All articles of lost property recovered from the vehicle(s) will be held at The Company's depot at which the vehicle(s) is based and will be subject to the current public service vehicles (lost property) regulations.

## 16. Conduct of passengers

- (a) The driver is responsible for the safety of the vehicle. Any passenger whose conduct is in breach of statutory regulations may be removed on the driver's authority. The Hirer will be held responsible for the conduct of passengers and for any damage caused to the vehicle by passengers during the hiring, or any person or persons associated with or in conflict with The Hirer's party. The public service vehicle (conduct of drivers, inspectors, conductors and passengers) Regulations 1990, apply.
- (b) In appropriate circumstances, Hirers should acquaint themselves with the sporting events (control of alcohol) Act 1985, and current conditions of entry to racecourses as laid down by The Race Course Association Ltd.

## 17. Complaints

Any complaints in respect of the company's services should be made in writing to The Company's registered office as soon as possible but in any case within 14 days.

## 18. Notices

No bill, poster, sign or notice is to be displayed on any vehicle without The Company's written consent.

## **19. Refreshments and alcoholic drinks**

Other than on a vehicle fitted expressly for that purpose, food and drink, including alcoholic beverages, except for small items of the confectionery (such as sweets and chocolate) may not be consumed on the vehicle without the prior agreement of The Company in writing.

## **20. Surcharges**

The quotation given is based upon operating costs at the date of the quotation and when more than 30 days elapse between the date of the quotation and the date of departure. The Company reserves the right to pass on to The Hirer increases in the cost of fuel or other increased costs resulting from government action or other factors beyond The Company's control. However, the first 2% of certain cost increases will not be passed on to The Hirer in accordance with the Package Travel, Package Holidays and Package Tour Regulations 1992, where applicable.

## **21. Insurance**

All Hirers and individual passengers are recommended to obtain insurance of those items where The Company's liability is limited (such as delay or luggage).

## **22. English Law**

Orders are accepted only that the Law of England and Wales shall apply to the contract arising from such an order and to the determination of the rights and liabilities of the respective parties, and in that no action or other proceedings shall be brought by either party in relation to such contract except in a court of competent jurisdiction in England.