

## CONDITIONS OF BOOKING

Anyone contemplating the hire of a coach from Coach Hire Coaches Limited and/or its associate companies should give the fullest possible details of what exactly is required (eg number of passengers, exact starting points, the time, any special requirements regarding route or stopping points, the precise destination, together with the date of the hire and the time that the coach will be required). Any quotation given will be based on this information and it will also form the basis of any hire booking.

Unless it indicates otherwise, the price given in any quotation will only apply to hires booked within 28 days of the quotation being given & bookings can only be accepted subject to availability at the time bookings are made.

Below is a confirmation of the contract details which is equally binding on both parties and this booking is made on the understanding that the hirer (client) accepts these terms and conditions.

If we both understand and accept our respective responsibilities the satisfaction of hirer and passengers would be ensured, but if any dispute about these Terms and Conditions should arise English law will apply.

### WHAT WE UNDERTAKE

We will provide a driver or drivers and a coach of sufficient seating capacity and to the specification ordered, suitable to undertake the work detailed in a satisfactory and legal manner. If we have to hire-in another operator's vehicle it will be to equivalent standards.

Unless any particular route or other arrangements have been agreed, the journey will be by the most direct route, with stops made at suitable points to serve the comfort of the passengers and to satisfy legal requirements regarding breaks and rest for drivers. Between outward and return journeys the coach may not remain at any destination or be accessible to passengers unless specific arrangements for this have been agreed.

Although we will endeavour to complete journeys in the times required, and we will give our best advice at the time of booking; if asked to do so on probable journey times, we cannot accept responsibility for the consequences of delays caused by circumstances or events which we could not foresee or which are beyond our control.

It is strongly recommended that you should consider insuring against this risk if journey times are particularly crucial.

If we have to supply a larger coach than you require there will be no extra charge, unless the number of passengers will be greater than you had advised. If this happens, the price will be increased for each extra passenger pro rata to the hire price and seating capacity of the coach ordered.

If, as a result of any action by you or circumstances beyond our control, we are unable to supply the coach required, but give you as much notice as the particular circumstances allow and return all monies paid by you at least 7 days before the date of hire, we will have no further liability to you.

Unless it has been otherwise agreed, the hire price will not include any group catering, tickets, or admission charges. At your request we may make these sort of arrangements for you, but we would do so as your agent. This means that any terms and conditions applicable to that transaction (eg relating to payment, cancellation, etc) would be binding on you as if you had made the arrangements yourself. We will seek your acceptance of any such terms and conditions and not expend any money on your behalf until you have made similar payment to us and this payment has cleared our account.

Whilst we will take all reasonable care with passengers' luggage and other items which they may bring on to our coach, we do not accept responsibility for any loss or damage caused to these items whilst on the vehicle.

Personal insurance of luggage & valuables is strongly recommended. Any passengers' property discovered on the vehicle after the hire will be stored and may be claimed in accordance with the current Lost Property Regulations. Although it is essential for us to have advance notice of your detailed plans for the hire, we do appreciate the need for flexibility to cater for the unexpected and our drivers will co-operate in this.

But we have to make it clear that laws designed to ensure your safety do constrain the hours that drivers can work. For this and other reasons drivers may have to refuse late requests for variations.

### WHAT YOU UNDERTAKE

No person or organisation should agree to hire a coach unless they are prepared to accept the obligations involved. As our contract is with you, not with your passengers, we have to insist that you accept responsibility for any damage they might cause to our coach either through vandalism, or illness.

By exercising their lawful powers, our drivers will assist in limiting your liability by stopping passengers from travelling, or continuing to travel, if their conduct merits this action.

The hirer even if she or he is not actually travelling on the coach remains liable for the "condition" of the coach at the end of its journey with regards to rubbish left on the coach, this includes illness on the vehicle, which necessitates either extensive cleaning or our failure to fulfil our contractual obligations to our other customers because the coach has to be garaged whilst it is cleaned. In this event YOU the hirer will be invoiced all reasonable costs in cleaning the coach to and any "hiring in" costs incurred through another or alternative vehicle having to be used.

Similarly, as hirer, you have the responsibility to pay any deposit and the full hire cost when due. If you fail to make due payments we are entitled to either terminate the contract or to take legal action to enforce payments. We may levy interest on all monies due at a rate of 2% for any calendar month, or part of a month, after the due date for payment.

Any coach that is overloaded, whether with passengers or their possessions, is likely to be stopped by the police and not allowed to proceed until it is within the legal limits. To avoid the inconvenience and increased hire costs occasioned by this, hirers must observe seating capacity limits and any restrictions on the type, size and weights of passengers' luggage, purchases, etc. advised by us and/or our driver.

Our Company Policy is not to carry or allow alcohol on any of the companies vehicles without written agreement from the company.

The carriage of alcohol on coaches going to certain sporting events and anywhere in Scotland is illegal. It is your responsibility to ensure total compliance with these rules. If you are in any doubt whether they apply to a particular journey you should seek our advice.

We also operate a "No" Smoking Policy on ALL of our vehicles. This is to ensure that we can provide a clean, healthy environment for ALL of our passengers.

As on any coach journey, regular comfort stops are made and of course smokers can use this time at their convenience.

If you want any animals, other than guiding and hearing dogs, carried on a hire you must seek our prior agreement as drivers may otherwise refuse to let them board. If it is possible for us or our driver to undertake any variations from the agreed details of hire, then you will be liable for any increases in the price that this generates.