

Station Coaches Terms and conditions of coach hire

Here on **Station Coaches** will be known as the company. It will be deemed that the Hirer acts on behalf of all the passengers travelling on the vehicle/s and accepts full responsibility be himself / herself for every person in his / her party, and fully agrees to the conditions of hire whether a contract has been made verbally or in writing. The company will only accept instructions from the hirer, if the hirer is not going to travel with the party, the company recommends a representative is chosen and the company is informed prior to the hire taking place. If this is not done, then the hirer must assume responsibility as follows:

1. **Parking Fees. All parking fees and entrance fees are to be paid by the customer.**
2. **Route and Time Variation.** Quotations are given on the basis of the most direct route and on initial information provided by the hirer at the time of the enquiry. The route used will be at the discretion of the company or driver unless it has been particularly specified by the hirer (in which case it will be clearly shown on the confirmation). The company reserves the right to levy additional charges for additional mileage or time to be agreed. All collection times and departure times are to be adhered to at all times unless agreed otherwise with the Management (not the driver). 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. A maximum time of 15 minutes will be allowed if the customer is late. Then the vehicle will pull off to meet other transport deadlines.
3. **Use of vehicle.** The quote is for the coach and driver only and is based on the details advised to us at the time of your initial enquiry and does not include parking, driver's accommodation, drivers' meals, etc unless stated otherwise. The hirer cannot assume use of the vehicle between outward and return journeys, nor to remain at the destination for the hirers use unless this has been agreed with the company in advance. All personal possessions must be taken off the vehicle.
4. **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, failure to do so may result in the cancellation of the hire and all deposits will not be returnable. The company reserve the right to add interest of 2% compound interest per month, after the date by which payment should have been made. All jobs over £100 require a deposit of £100 to secure the booking and the remainder must be paid 14 days before departure. Please note that where deposits/part payments are made by debit card we reserve the right to keep card details on file securely until the hire/contract is finished and all invoices/payments are paid in full at which time payment details will be destroyed
5. **Breakdowns.** Every effort is afforded to ensure the service ability of the vehicles. In the event of the mechanical failure of a vehicle during a journey a replacement vehicle will be issued at the earliest opportunity. No refunds will be given what so ever. No monies will be given for loss of ticket, costs and travel expenses of any sort. If the vehicle has to be changed prior to the booking for whatever reasons a similar or alternative vehicle will be supplied at the discretion of the company. |If this is unsatisfactory and the hire is cancelled a refund will be given.
6. **Smoking/Alcohol/Drinks/Drugs.** From the 1st July 2007 it has been against the law to smoke on board a coach. Anybody caught smoking may be subject to a fixed penalty notice and a fine up to £200, this includes Vapour- cigarettes. The sensible consumption of alcoholic drinks is permitted during a private hire of a Station coach with the exception of designated sporting events (see note below) or any hire crossing the border into Scotland, where alcohol on board a private hire vehicle is

prohibited by law. However, if the driver feels that the behaviour of an individual(s) is becoming unacceptable in terms of becoming a nuisance to other passengers, the driver or other employees of Station Coaches, or a treat to the safe operation of the private hire, we reserve the right to request no further consumption of alcohol for the remainder of the private hire. In the worst case we/the driver reserves the right to halt until the individual(s) concerned are removed from the vehicle. It is the responsibility of the hirer to monitor the sensible consumption of alcohol during a private hire however the driver will have the final say in this manner.

Designated sporting events

Section 1 (1) of the sporting events (control of alcohol) Act 1985, as amended by the public order Act 1986 prohibits the carriage of alcoholic on a PSV that is being used for the principle purpose of carrying passengers for the whole or part of a journey to or from a designated sporting event. A "designated sporting event" generally means any association football match. Whether national or international. The full legal definition of "designated sporting events" may be found in the sports grounds and sporting events (Designation order) 1985, as amended by SI 1520/1987.

Food and drink, chewing gum, illegal substances are not permitted on the vehicle. Failure to comply with any of the above will result in the driver asking passengers or the whole group/party to leave the vehicle with no redress

7. **Abuse.** Any passengers causing abuse either verbal or physical to any other person including passengers, members of the public or the driver, they will be asked to leave the vehicle and police will be informed immediately

8. **Damages to Vehicle.** The hirer shall be fully responsible and liable for any damage caused inside or outside the vehicle by the hirer or any member of his/her party however caused. This includes incitement to any third party, which results in damage to the vehicle or its contents. The hirer will agree to be liable for the total retail cost of the repair, and the location of the repairer will be determined by the company. In addition, the hirer will be liable to pay the company a fixed daily rate (determined by the company) while the vehicle is out of commission for such repairs, plus any further incurred losses i.e. by lost bookings.

9. **Notices.** No bill, poster or notices are to be displayed on any vehicle without obtaining permission from the company.

10. **The driver's rights.** The driver reserves the right to refuse admission to any person/s who he/she considers unfit to travel in the vehicle for whatever reason. They can also refuse to continue the journey if any person behaves in a manner which may be detrimental to other people, or the vehicle and its contents. In this event no refund will be given.

11. **Luggage.** All vehicles hired in 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 whether and to what extent, passenger's property is carried, and the hirer should take all steps to notify the company in advance of such requirements. All luggage must be kept in the boot or side lockers on coaches. Hand luggage only is allowed in the vehicle. Walkways must be kept clear at all times in case of emergency.

12. **Delays.** The company gives its advice on journey times in good faith. However, as a result of any delays caused by traffic 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. At the discretion of the management part refunds may be issued in the case of severe delays caused by Station Coaches.

13. **Cancellation.**

a) If the hirer wished to cancel their booking this will result in the customer losing their deposit. If the hirer wishes to cancel any agreement, the following scale of charges will apply in relation to the total hire charge:

DAYS PRIOR TO HIRE	CANCELLATION CHARGE
6 weeks	deposit only
4-6 weeks	30% of total cost
2-4 weeks	60% of total cost
1-2 weeks	No refund

Cancellation on the day will result in full hire charges being paid. Any purchases made by the company at the request of the hirer, will be charged to the hirer plus any administration charges incurred by the company this can include: accommodation, meals, entrance fees, catering etc.

b) **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 action to vary agreed conditions unilaterally, the company may, by returning all money paid and without further or other liability, cancel the contract.

14. **A valeting charge** of £100 will be levied through misuse by the hirer from food, drink or illness, or whatever the retail cost may be if in excess of this amount to rectify said damage caused.

15. **Personal possessions.** Station Coaches will not be held responsible for personal possessions left on the vehicle. Any articles of lost property recovered from the vehicle will be held at the company premises for a period of 1 month. Any monies incurred by the company to return items will be charged to the hirer this can include administration fees.

16. **The company reserve the right to alter prices prior to accepting your reservation.**

17. **Seat restrictions.** All our vehicles are fitted with seat belts for the safety of our passengers. It is therefore our strong recommendation that each passenger must wear a seat belt until they have reached their final destination point and the vehicle is parked.

18. **Customer feedback /complaints.** In the event of a complaint of company services, the hirer should endeavour to seek a solution at the time by seeking assistance from the driver or from the company. If this as not provided a remedy, complaints should be submitted in writing and within 14 days of the hire date. We guarantee to acknowledge any such correspondence within 7 days and provide a full reply within 14 days. We welcome customer feedback on all our services so can make constant improvements to our services should you ever find reason to complain please contact our office on **01924 477230.**