

Coach Hire: The Small Print

The "Firm" means Mercia Minibuses and The "Hirer" means the person with whom the contract for the hire of the Firm's services is made.

1. **APPLICATION.** These conditions apply to all coach hire undertaken by the Firm unless otherwise agreed in writing by the Firm. Where we use the term written confirmation, this may be taken to include communication by email.

2. **QUOTATIONS.** Quotations are given subject to a vehicle suiting the Hirer's requirements being available at the time the Firm accepts a booking and are based on costs prevailing at the time and according to the details provided by the Hirer. Quotations are valid for 7 days from issue or for any other period specified by the Firm and are calculated on the most direct route between any two points, as determined by the Firm. Unless otherwise stated, additional charges such as parking charges at some special events, meals, admission fees, etc., are not included.

3. **CONFIRMATION.** Written confirmation by both parties is the only basis for the acceptance of a hiring or for a subsequent alteration in its terms. Booking amendments will always be acknowledged and you should therefore only consider your booking has been amended on receipt of a written acknowledgement from our office. The person responsible for booking the hire accepts these conditions on behalf of all passengers.

4. **PAYMENT.** The Firm reserves the right to add interest to all outstanding accounts at the rate of 5% compound interest per calendar month, after the date by which payment should have been made.

5. **CANCELLATION BY THE HIRER.** The Hirer shall be liable to the Firm for any losses incurred as a result of the cancellation or part cancellation of a reservation. Cancellation of a reservation notified in writing more than four weeks prior to the date of travel will not normally be charged except in those instances where a non-refundable deposit has been requested. Cancellations less than four weeks prior to the date of travel will incur a charge of £50 per coach per day of hire or the deposit whichever is the higher amount. Cancellations less than one week prior to the date of travel will incur a charge of £75 per coach per day of hire, or the deposit whichever is the higher amount. Cancellations on the day of departure will be charged at 50% of the total hire charge or £100 per coach per day of hire or the deposit, whichever is the higher amount. Where a booking provides for the hire of two drivers per coach then these charges will be doubled. In addition to the above charges, the Hirer will be charged for any other costs incurred by the Firm and not recoverable, including but not limited to parking charges, admission fees and ferry tickets. Cancellation can only be accepted during normal office hours and charges will be determined from the date on which written notification of cancellation is received at our office. We will always acknowledge a cancelled reservation and you should therefore only consider your booking has been cancelled on receipt of a

written acknowledgement from our office. Curtailment during the hire period will incur the full cost of the reservation.

6. CANCELLATION BY THE FIRM. 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 any action to vary agreed conditions unilaterally, the Company may, by returning all money paid and without further or other liability, cancel the contract.

7. USE OF VEHICLE. Unless previously agreed by the Firm, the vehicle may not be available for the use of the Hirer other than for the journeys and times stated. You should not assume that the vehicle will remain at the destination unless this has been agreed with the company in advance.

8. DRIVERS' HOURS AND REST PERIODS. The Firm always complies with all regulations governing drivers' hours and rest periods and the agreed times for the operation of any hire must always be observed (other than in the case of a serious emergency or diversion). The Firm reserves the right to curtail or otherwise alter any hire that may lead to a contravention of the regulations and the driver is not allowed to extend the hire period (other than to comply with Drivers' Hours Regulations). Any variation to the itinerary must be agreed by the Firm prior to the hire period and may be subject to additional charges.

9. ROUTE TIME AND VARIATION. Should a vehicle be detained by the Hirer or taken on a longer journey than that contracted for, the Firm will make an additional charge of £50 per hour or part thereof. During the hire period, the driver must be the judge of the reasonableness of any request for a change of route or time. In any event, the vehicle must return at the agreed time and the Firm will not be liable for any loss or injury sustained by a passenger failing to join the vehicle at any appointed time.

10. SEATING CAPACITY. No vehicle may carry more passengers than the number for which it is licensed and no passenger may stand inside the coach whilst it is in motion.

11. CHANGE OF VEHICLE. The Firm reserves the right to provide a larger vehicle than that specified, but at no additional charge unless any of the extra seats are used, in which case an additional pro rata charge will be made. The Firm reserves the right to substitute other vehicles of similar quality, including those of other operators, for all or part of the hiring.

12. BREAKDOWNS AND DELAYS. In the event of a breakdown or other delay, the Firm shall make every effort to continue the journey as quickly as possible. Whilst we offer advice on journey times in good faith, we cannot guarantee the completion of any journey in any specific time and will not be liable for losses, delay or inconvenience incurred by the Hirer due to circumstances beyond our control.

13. AGENCY ARRANGEMENTS. Where the Firm hires in vehicles from other operators at the Hirer's request, and where the Firm arranges ancillary facilities, such as meals, accommodation, ferries, admission tickets or any other service 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 Firm shall be binding on the Hirer as if he had directly contracted such services. Any payment required by third parties (e.g. deposits, theatre tickets, ferry fares, etc.) must be received by the Firm before the Firm will pay third parties and, in the event of cancellation, the Hirer will indemnify the Firm for any and all charges made by third parties. The Hirer shall also indemnify the Firm against any loss, claim, damage or award in respect of a breach of such supplier's terms and conditions brought about by the hirer's actions.

14. **CONDUCT OF PASSENGERS.** During the hire period, the driver is responsible for the safety of the vehicle and may remove any passenger whose conduct is in breach of statutory regulations or prejudices safety. The Hirer will be held responsible for the conduct of passengers and for any damage caused to the vehicle by passengers and we will charge the Hirer for any charges incurred for the repair or for the cleaning of a vehicle as a result of unreasonable behaviour on board. If the Hirer is not travelling on the coach, a representative must be nominated and their details must be given to the Firm prior to the date of travel. We will only accept instructions from the Hirer or the named representative. All passengers are required to wear their seat belts and to abide by all information given and displayed. If minors are travelling on a vehicle, they must be under the supervision of a responsible adult or the Hirer or their representative. Smoking is not permitted at any time and this includes the use of substitute smoking materials such as electronic cigarettes.

15. **PASSENGERS' PROPERTY.** Unless previously agreed with the Firm, the driver has discretion as to the carriage and storage of passengers' luggage. The Firm will not accept liability for any damage to or loss of any property left in a vehicle. All articles of lost property recovered from a vehicle will be held at the depot at which the vehicle is based for a reasonable period. At your own risk, we are happy to carry a limited number of mobility aids but cannot be held responsible for any damage to them. Wheelchair and scooter users must be accompanied by someone who is able to take charge of the chair (or scooter) and, where appropriate, dismantle and reassemble it, disconnect any batteries and load it into the luggage area. No individual piece of equipment should weigh more than 15kgs and Schedule 3 scooters are not permitted under any circumstances. Our drivers are happy to provide general assistance but cannot provide help that extends to the lifting and carrying of any passenger or their wheelchair or scooter, nor to act as carers.

16. **NOTICES.** No bill, poster, sign or notice is to be displayed on any vehicle without the written consent of the Firm.

17. **REFRESHMENTS.** Other than on a vehicle fitted expressly for that purpose, food and drink, except for small items of confectionery (such as sweets and chocolate), may not be consumed on the vehicle without the prior agreement of the Firm or of the driver. No alcohol may be either consumed or carried in any vehicle unless prior agreement has been made with the Firm.

18. **ANIMALS.** No animal may be carried other than guide and hearing dogs.

19. **INSURANCE.** All Hirers and individual passengers are responsible for insuring those risks for which, save for negligence, the Firm's liability is limited, such as delay or loss of luggage.

20. **SURCHARGES.** The Firm reserves the right to pass on any increase in costs, which are outside its control (e.g. VAT).

21. **COMPLAINTS.** Any complaints in respect of the Firm's services should be made in writing to the Firm's office as soon as possible and no later than 14 days after the date of hire. The Firm will acknowledge all written complaints within 14 days and will normally reply in full within 28 days.