

# **HAMMONDS**

**C O A C H E S**  
**141 Glaisdale Drive, Bilborough, Nottingham NG8 4GY**

## **Coach Hire – Terms & Conditions**

### **Definitions:**

Hammonds Coaches Ltd: Hereby referred to as 'The Company'.

Person or entity hiring the coach travel service: Hereby referred to as 'The Hirer'.

### **1. Quotations**

Quotations are given on the basis of the most direct route and on information provided by the hirer. The route used will be at the discretion of the Company unless it has been particularly specified by the hirer in which case it will be clearly shown on the booking schedule at the time the hirer accepts the quotation. Should the hirer require a specific route to be used, this should be stated at the quotation stage. Quotations are valid for 28 days unless otherwise stated. The provision of a quotation does not constitute a booking, nor does it guarantee availability. Quotations are given for coach and driver only. Any additional charges will be separately identified and will be the hirer's responsibility unless otherwise stated.

### **2. Confirmations**

After booking your coach you will receive a confirmation setting out the details of your journey and terms of payment. Normally written confirmation by the Company is the only basis for the acceptance of a hiring or for a subsequent alteration to its terms. These conditions apply whether a contract has been made verbally or in writing. The hirer acts on behalf of all the passengers travelling on the coaches. If the hirer is a Company, group or partnership an individual must be named as a responsible person. The hirer is responsible for the actions and decisions of all the passengers on board including any additional costs incurred in performing the contract whether or not they actually travel with the Party. We will only accept instructions from the hirer. If the hirer is not going to travel with the Party, a representative must be nominated and we must be notified prior to the hire taking place.

### **3. Payment**

Unless credit terms have been arranged, payment must be made in full at least 14 days prior to the date of travel. We reserve the right to charge interest at the rate of 4% compound interest per month from the date when the balance becomes overdue.

### **4. Use of the coach**

The hirer cannot assume use of the coach between outward and inward journeys nor to remain at the destination for the hirer's use unless this has been agreed with us in advance.

### **5. Route and Time Variation**

We reserve the right to levy additional charges for additional mileage or time from that agreed. The charges will be pro rata. The coach will depart at times agreed by the hirer and it is the responsibility of the hirer to account for all passengers at those times. We will not accept responsibility for any losses incurred by passengers who fail to follow instructions given by the hirer.

## **6. Drivers' Hours Regulations**

Law regulates the hours of operation by the driver and the hirer accepts responsibility of ensuring the hire keeps to the hours and times agreed by us. Neither the hirer nor any passenger shall delay or otherwise interrupt the journey in such a way that the driver is at risk of breaching regulations relating to driving hours on duty time. If any breach is likely to occur, the hirer will be responsible for any additional costs, including relief driver if required, unless it is outside the responsibility of the hirer. Any additional costs will be as in condition 5.

## **7 Vehicle to be provided**

We will at the time of booking agree and specify the legal seating capacity of the coach to be specified. The hirer must not load the coach beyond this capacity. We reserve the right to provide a larger coach than the one specified at no additional charge unless any extra seats are used in which case an additional pro rata charge will be made to the hire charge. We reserve the right to substitute another coach (including those of other operators) or ancillary facilities for all or part of the hiring subject to such substitutes being of at least equivalent quality.

## **8 Conveyance of animals**

No animals other than guide dogs and hearing dogs may be carried on the company's coaches without prior written agreement.

## **9. Cancellation by the hirer**

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 date of hire:

28 days or more None

14-28 days 10%

6-14 days 25%

1-5 days 50%

Date of hire 100%

## **10. Cancellation by the Company**

We will not cancel a coach prior to departure unless:

The hirer has not complied with agreed credit terms.

The coach hire is influenced by events beyond our control such as war or threat of war riots, civil strife, industrial action, natural disasters, fire epidemics, bad weather, technical problems with transport, the closure of airports or ports, terrorist activities, Government action or other similar events.

Previously undisclosed information is received about the nature of the hire which in our opinion may result in possible damage or injury to our property, employees or reputation.

If we have to cancel your booking we are liable only for any monies you have paid to us at the time of cancellation.

### **11. Breakdown and Delay**

We give our advice on journey time in good faith and with all available information at time of booking. However, as a result of breakdown or traffic congestion or other events beyond our reasonable control journeys may take longer than predicted and in those circumstances we will not be liable for any loss or inconvenience suffered by the hirer as a result.

### **12. Passengers Property**

1. All coaches hired by us are subject to restriction on carrying luggage for statutory safety reasons. The hirer accepts that the driver shall be the sole judge as to whether and to what extent passengers' property is carried. Large bulky items may not be able to be carried and the hirer should take all steps to advise the company in advance of such requirements.

2. We accept any personal property of the hirer and that of the passengers on the understanding that we will take all reasonable steps to avoid loss or damage. The hirer should notify the driver or us if items of exceptional value are to be carried on the vehicle. It is the hirer's responsibility to minimise risk of loss when property is left unattended

3. We will not accept responsibility for items left on the coach whilst it is unattended e.g. at a destination, refreshment stop or overnight visit.

4. All articles of lost property recovered from the coach will be held at the operating centre where the coach is based and will be subject to the current Public Service Vehicle (Lost Property ) Regulations. Details available on request

### **13. Conduct of passengers**

The driver is responsible for the safety of the coach at all times and as such may remove any passenger whose behaviour prejudices safety or is in breach of the Public Service Vehicle (Conduct & Passengers Regulation 1990). The regulations set out certain rights and responsibilities on all parties and full details of these can be obtained from us on request. The hirer is responsible for any damage caused to the coach by any passenger for the duration of the hire. Where the hire is a sporting event, the hirer should be aware of the legal requirements relating to alcohol contained in the Sporting Events (Control of Alcohol 1995) and the conditions of entry to race courses as laid down by the Race Course Association. We will provide details of these restrictions on request.

### **14. Refreshments and alcoholic drinks**

Other than on a coach expressly for that purpose, food (except confectionery) and drink (including alcoholic beverages) may not be consumed on the coach without prior written consent of the Company.

### **15. Complaints**

Should you have cause to complain during the hire, please bring the matter to the immediate attention of the driver who will do his/her best to solve the problem on the spot. If you are still dissatisfied,

please send details of your complaint, within 7 days of the hire, to [hammondscoaches@live.co.uk](mailto:hammondscoaches@live.co.uk), giving as much detail as possible.

## **16. Surcharges**

Providing that there are 30 days prior to the departure date, we reserve the right to pass on increases in the cost of fuel taxes imposed by Governments of the UK and of other countries to be visited during the journey, road tolls and foreign currency. On notification of such surcharges, the hirer may cancel the booking subject to the scale of cancellation charges shown in paragraph 9. Our liability will be limited to the cost of the hire and ancillary services provided.

### **Notification of Fuel Surcharge:**

Hammonds Coaches Ltd reserves the right to implement an extra charge if fuel prices significantly increase before your date of departure. In this event you will be notified well in advance of your departure date.

### **Waiting time:**

Where there is a delay in the timings provided to us by the hirer, the company reserves the right to surcharge the hirer in the amount of £50 per 30 minutes delay, increasing to £75 per 30 minutes after midnight. Where account terms are not in place with hirer, this amount must be settled on the day of the hire.

## **17. Agency Agreements**

When we hire in coaches from other operators at the request of the hirer and where we arrange ancillary services such as meals, accommodation, ferries, admission tickets or any other services provided by another supplier we do so as an agent and at the request of the hirer. Any terms and conditions imposed by such other suppliers through the Company shall insofar as they supplied to the hirer be binding on the hirer as if he had directly contracted such services. The hirer shall indemnify us 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.

## **18. Package Travel Regulations**

If the hirer organises other elements of a package in addition to the provision of transport, the hirer may be defined as an "organiser" or a "retailer" for the purposes of the package Travel, Package Holidays and Package Tours Regulations 1992 and as such may be required to comply with the provisions of those Regulations. In this instance we cannot accept any liability that may be incurred for losses or damage that it would otherwise accept under the terms of those Regulations. The hirer accepts responsibility for ensuring whether they are so defined, and we cannot accept liability for loss or damage incurred that should have been the responsibility of the hirer if the hirer was the legally defined organiser or retailer. Where we act as an organiser or retailer, we will issue separate conditions of trading relating to our liabilities and responsibilities under the Regulations.

## **19. Notices**

No Bill poster or notice is to be displayed on any vehicle without the written consent of the company.