

# PRIVATE HIRE TERMS AND CONDITIONS

Holiday and Day Excursions are subject to separate conditions: Copies are available from our Head Office. on request.

## BEFORE HIRING A COACH

Anyone contemplating the hire of a coach from WOODS COACHES LTD should give the fullest possible details of what is required (eg number of passengers, exact starting points, 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 and bookings can only be accepted subject to availability at the time bookings are made.

If we both understand and accept our respective responsibilities the satisfaction of hirer and passengers should 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 rests 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 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 are beyond our control. It is strongly recommended that you should consider insuring against this risk if journey times are particularly crucial.

We do however give you our money back reliability guarantee that if any journey is delayed by more than 30 minutes by a mechanical defect with one of our coaches (excluding tyre breakdowns) then no hire charge will be made for that coach for that day.

If we have to supply a larger coach than you require there will be no extra charge, unless the number of passengers was 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 moneys paid to you, 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.

Whilst we will take all reasonable care with passengers' luggage and other items which they may bring on our coach, we do not accept responsibility for any loss or damage caused to these items whilst on the vehicle. Under no circumstances should any valuables be left on a coach, even if it is locked, personal belongings are not insured against theft on any of our coaches.

Personal insurance of luggage and 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.

## PAYMENT

Any deposit requested must be paid by the date stated, and payment in full must be made 28 days before the start of the hire unless otherwise agreed by the company. 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. Where bookings are made with less than 28 days before hire date, then full payment is due immediately.

SCALE OF DEPOSITS	
VALUE PER COACH	DEPOSIT DUE
£0 - £500.00	£70.00 per vehicle ordered
Over £500.00	£100.00 per vehicle ordered

## CANCELLATION BY HIRER

If the hirer wishes to cancel any agreement, the following scale of charges will apply in relation to the total hire charge.

CANCELLATION CHARGES	DAY HIRE
DAYS PRIOR TO DEPARTURE DATE	DAY HIRE
28 days or more	Any deposit paid
14-27 days	50% of hire
7-13 days	60% of hire
3-6 days	75% of hire
1-2 days	85% of hire
Day of hire	100% of hire

The cost of accommodation, meals and theatre tickets which have already been purchased by the company at the request of the hirer, will be charged to the hirer, plus any administration charges incurred by the company. If a deposit has been made for hotels / ferry or tunnel crossings, tickets etc, this is non-refundable.

Cancellation due to inclement weather conditions will be charged as above.

Theatre tickets once purchased are not returnable and must be paid for in full (or other such ancillary service).

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

## 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. 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. Similarly, as hirer, you are responsible to pay a non-refundable deposit and the full hire cost when due. As from August 2008, we propose to make a 3% charge for payments made by credit card due to the high cost of processing payments by the credit card companies. Cash, cheque, debit cards – no charge. If you fail to make due payments, we are entitled to either terminate the contract or to take legal action to enforce payment. 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 cost 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. 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.

If you want any animals, other than guiding and hearing dogs, carried on a hire you must seek our prior arrangement 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 you will be liable for any increases in the price that this generates. Generally we would attempt to make any increase pro rata to the agreed hire charge and would not normally make any charge for minor alterations. It is, however, possible that you could become liable for a significant increase for quite a small variation if this was warranted by the cost involved to us. Examples of this would include the need to send out a relief driver in order to comply with drivers' work limits, or the securing of another vehicle and driver if a late return affected other work to which your coach and driver was assigned.

We trust that you will have no cause to complain about the hire, but in the unlikely event of this being necessary, it must be done as soon as possible and, at all events, within 14 days of the end of the hire.

Should you have reason to complain, we will acknowledge your complaint within 5 working days and aim to resolve it within 21 days of it being made.



Woods Coaches are members of the Bonded Coach Holiday Group of the Confederation Of Passenger Transport UK Ltd. This is a government approved consumer protection scheme. This ensures that in relation to the coach package holidays described in this brochure (or website) that the clients' monies are protected by a Bond which may be called upon in the unlikely event of the Member's Insolvency. Clients are recommended to inspect the current membership certificate at our registered office or alternatively go to [www.bch-uk.org](http://www.bch-uk.org) or telephone 0207 240 3131 to confirm current membership. Your attention is also drawn to the Bonded Coach Holiday Group Trading Charter that will apply to these coach package holidays. January 2013.