

Terms & Conditions

Application

These Terms and Conditions apply whether a contract for coach hire has been made verbally or in writing.

Quotations

Quotations given out by the company are based on details and information given by the hirer, and based on costs prevailing at the time.

- Quotations are valid for 28 days unless otherwise notified.
- The quotation will be based upon the most direct route (unless otherwise stated).
- All quotations are given subject to the company having available a suitable vehicle at the time the hirer accepts the quotation.
- For any interschool work, the price quoted is only valid if the pickup and depart times are adhered to. Failure to do so will result in an additional charge of £250 per vehicle.

Payment

Full payment must be made 14 days prior to the start of the hire unless otherwise agreed by the company. The company reserves the right to decline to execute any hire when this condition has not been adhered to.

We accept payment by debit/credit card, and bank transfer. Payment by credit card may incur an additional surcharge.

Cancellation of Your Coach Hire

Should the hirer wish to cancel any arrangements the following scale of charges shall apply.

| Period of notice | Charge |
|---|--|
| More than 14 days prior to hire | 25% of hire or £150 (whichever is greater) |
| 7-13 days prior to hire | 50% of hire |
| Less than 7 days but more than 48 hours prior to hire | 75% of hire |
| 48 hours or less | 100% |

Cancellation by Company

In the event of an emergency and/or an action by the Hirer to vary the agreed conditions, the Company may return all monies paid and without further liability cancel the Contract.

During your coach hire

- **Driver's hours & rest periods** - The Driver's hours, driving & rest periods are strictly controlled, and current regulations must be adhered to. If any breach is likely to occur, the hirer will be responsible for any additional costs incurred unless it is outside the control of the hirer.
- **Breakdown / Delay** - The Company gives advice on journey times in good faith but does not guarantee the completion of a journey at a specific time and will NOT be liable for inconvenience or loss caused by breakdown or delay.
- **Passenger conduct** - The hirer undertakes to abide by all Statutory requirements and Regulations which may in any way affect the journey in question, particularly those relating to the conduct of passengers in Public Services Vehicles. The Driver is responsible for the safety of the vehicle. Any

passengers whose conduct is in breach of statutory regulations will be removed on the Driver's authority. The Hirer will be responsible for all damages caused to the vehicle by passengers during the hiring.

- *Food and Beverages* – Other than on a vehicle fitted specifically for dining purposes, food and beverages except for small items of confectionary may not be consumed on the vehicle without prior agreement with the company.
- *Alcohol* – Under no circumstances may alcoholic drinks be carried on or consumed upon the vehicle without the express permission of the Company in writing. Hirer's attention is also drawn to the sporting events (control of alcohol) regulations act 1985 which forbids the consumption of alcohol whilst travelling to a designated sporting event in England and Wales on a passenger carrying vehicle (PCV).
- *Smoking* – All coaches are non-smoking. For the avoidance of doubt this includes e-cigarettes and Vapes.
- The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Company's obligations under the Contract if the delay or failure was due to any circumstances or cause beyond the Company's reasonable control.

Vehicles

The vehicle or vehicles are supplied for the purpose of the carriage of private parties. The hire must comply with the requirements of the Road Traffic Act relating to Contract Carriage.

- The hirer cannot assume use of the vehicle between outward and return journeys, nor to remain at the destination for the hire's use unless this has been agreed with the company in advance.
- The maximum number of passengers allowed on the vehicle is indicated on the vehicle. No standing passengers are allowed. Drivers will not carry any extra passengers over the seating capacity of the vehicle.
- The company reserves the right to provide a larger vehicle than that specified at no extra charge. Additional payment will be required only if the extra seating capacity of the larger coach is used.
- The Company reserves the right to hire another Coach Operator to cover the hire, subject to such substitutes being of at least equivalent quality.
- Additional equipment within the coaches such as radios, audio and DVD players, microphone/public address systems, USB charging points, etc. are regarded as optional, and as such do not form a part of the basic contract of hire. Such equipment is only available subject to availability within any particular vehicle. Whilst every endeavour will be made to comply with the client's optional requirements, no guarantee can be made in the respect, and so the Company will not be liable for any inconvenience caused by the lack of and particular equipment.

Carriage of Luggage

The driver will endeavour to accommodate all luggage in the vehicle luggage hold, however due to space and weight limitations the company cannot guarantee that all luggage presented by the party will be carried and/or accommodated on any one journey. Under health and safety guidelines the driver can refuse to lift or handle any piece of luggage that appears to exceed 20kg in weight. The driver is the sole arbiter as to the carriage and handling of passenger's luggage.

All luggage and personal effects are carried in our vehicles at the owner's risk. The company will not be responsible or liable for any theft or damage to properties of passengers travelling on the vehicle, except where there is proof of direct action by one of the company's employees.

Lost Property

The Company will not accept liability for any damage or loss of any property, which belongs to any passengers and is left on a vehicle. Any articles of found property recovered from a vehicle will be held at the Depot from where the vehicle is based and may be collected from there subject to the Company's Lost Property Policy (copy available on request).

Complaints

In the unlikely event of a complaint against the company's services, the nature of the complaint should be sent in writing by email to admin@turnerscoachways.co.uk within 7 days of the hire. The company will aim to resolve any complaint within 14 days of it being received.

Surcharges

Once a confirmation has been issued to the hirer, providing there are 30 days prior to the departure date, the Company reserves the right to pass on increases in the cost of fuel, taxes imposed by the Governments of the U.K. and other countries to be visited during the journey, road tolls and foreign currency. No surcharges will be levied within 30 days of departure. On notification of such surcharges the hirer may cancel the booking subject to the scale of cancellation charges shown above.

The liability of the company will be limited to the cost of the hire and any ancillary services supplied.