

Bolton School Services Ltd

BSS Coaches

Company Booking Terms and Conditions

These conditions apply to the private hire of transport, not operating as a package, as defined by the package travel, package holiday and package tour regulations 1992.

1. Applications

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 vehicles. 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. The Company will only accept instructions from the hirer. If the hirer is not going to travel with the party a representative must be chosen, and BSS Coaches informed prior to the hire taking place.

2. Quotations

Quotations are given on the basis of the most direct route and on information given by the hirer. The route taken will be at the discretion of BSS Coaches unless it has been particularly specified by the hirer, in which case it will be clearly shown on the confirmation.

3. Use of Vehicle

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 BSS Coaches in advance and written confirmation given.

4. Route and Time Variation

The vehicle will depart at the times agreed with the hirer, and it is the responsibility of the hirer to account for all passengers at those times. BSS Coaches will not accept liability for any losses incurred by passengers who fail to follow instructions given by the hirer.

5. Drivers Hours

The hours of operation for the driver are regulated by law, and the hirer accepts the responsibility of ensuring the hire keeps to the hours and times agreed by BSS Coaches. 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 and duty time. If any breach is likely to occur the hirer will be responsible for any additional cost incurred unless it is outside the control of the hirer.

6. Seating Capacity

BSS Coaches will, at the time of booking, agree and specify the legal seating capacity of the vehicle to be supplied. The hirer must not load the vehicle beyond this capacity.

7. Conveyance of Animals

On a private hire no animals (other than guide dogs and hearing dogs notified to BSS Coaches in advance) may come onto any vehicle without prior written agreement from BSS Coaches.

8. Confirmation

Normally, confirmation will be sent via email, written confirmation will be sent if requested by the hirer.

9. Payment

Any deposit requested must be paid prior to the hire taking place; full payment must be received before 30 days of the hire taking place unless otherwise agreed by BSS Coaches.

10. Cancellation of Hire

a) If the hirer wishes to cancel any agreement the following scale of charges will apply in relation to the total hire charge:-

i)	Prior to 30 days to departure	Loss of deposit
ii)	30 – 15 days before departure	45% of total hire charge
iii)	15 – 7 days before departure	60% of total hire charge
iv)	Within 7 days of departure	100% total charge
v)	Arrival departure point	100% of total hire charge

b) The cost of accommodation, meals and any event tickets which have already been purchased by BSS Coaches at the request of the hirer will be charged to the hirer, plus any administration charges incurred by BSS Coaches.

c) Cancellation by the hirer due to inclement weather conditions will be charged as above.

d) All tickets once purchased are not returnable and must be paid for in full by the hirer.

11. Cancellation by the Company

In the event of any emergency, riot, civil commotion, strike, lock out, stoppage or restraint of labour or on the occurrence of any event over which BSS Coaches has no control (including adverse weather and road conditions), or in the event of the hirer taking any action to vary agreed conditions without BSS Coaches' agreement, BSS Coaches may, by refunding all the money paid and without further or other liability, cancel the contract.

12. Vehicles To Be Provided

BSS Coaches reserve the right to provide a larger vehicle than that specified at no additional charge unless any extra seats are used, in which case an additional pro rata charge will be made to the previously agreed hire charge.

BSS Coaches reserve the right to substitute another vehicle (including those of another operator) or ancillary facilities for all or part of the hire subject to such substitutes being of at least an equivalent quality.

13. Breakdown and Delays

BSS Coaches gives its advice on journey time in good faith. However, as a result of vehicle breakdown or traffic congestion, or other events beyond the reasonable control of BSSL Coaches, journeys may take longer than predicted and in those circumstances BSSL Coaches will not be liable for any loss or inconvenience suffered by the hirer as a result.

14. Agency Arrangements

Where BSSL Coaches hires-in vehicles from other operators at the request of the hirer and where BSSL Coaches arranges ancillary facilities such as meals, accommodation, ferries, admission tickets or any other services provided by another supplier, it does so as an agent for or on behalf of the hirer. Any terms and conditions imposed by such other suppliers through BSS Coaches shall, insofar as they are supplied to the hirer, be binding on the hirer as if he or she had directly contracted such services and the hirer shall indemnify BSS Coaches 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 action.

15. 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 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, BSSL Coaches 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 BSS Coaches cannot accept liability for loss or damage incurred that should be the responsibility of the hirer if the hirer was the legally defined organiser or retailer. Where BSS Coaches acts as a retailer it will issue separate conditions of trading relating to its liabilities under the regulations.

16. Passenger Property

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

BSS Coaches accepts no liability for loss or damage to the hirer's property, however caused. It is the responsibility of the hirer to ensure that items are insured separately for loss or damage. All articles of lost property recovered from the vehicle will be held at BSS Coaches' premises and will be subject to the current Public Services Vehicle (Lost Property) Regulations. BSS Coaches will provide details of this legislation on request.

17. Conduct of Passengers

The driver is responsible for the safety of the vehicle at all times and as such may remove any passenger whose behaviour prejudices such safety.

The hirer is responsible for any damage caused to the vehicle by any passenger for the duration of the hire.

Where the hire is to a sporting event the hirer should be aware of the legal requirements relating to alcohol, none of which will be consumed or permitted on the vehicle to such an event, the hirer will be responsible for the actions of his or her passengers.

Where seatbelts are fitted passengers are required, by Law, to wear these at all times whilst travelling on the vehicle, except for emergencies. Visiting the W.C. is recognised as an emergency. It is the responsibility of each individual passenger (or the responsible accompanying adult in the case of children under the age of 14) to ensure they comply with this Law and not that of the driver. Any passenger moving around the coach whilst it is in motion does so at their own risk. Child Car Seats for infants/children are not suitable to be used on or fastened to a coach seat and therefore will not be carried inside the coach, unless it is to *isofix* standard and has been pre-booked. Booster seats are acceptable but must be provided by the responsible adult supervising the infant/child.

18. Complaints

In the event of a complaint about BSS Coaches' services, the hirer should endeavour to seek a solution at the time by seeking assistance from the driver or from the BSS Coaches' Transport Manager.

If this action does not provide a solution complaints should be submitted, in writing, within 14 days of the hire to BSS Coaches registered office. Complaints will be acknowledged within 14 working days and BSS Coaches will aim to resolve any complaint within 28 working days of it being received.

19. Notices

No bill poster or notice is to be displayed on any vehicle without written consent from BSS Coaches.

20. Refreshments and Alcoholic drinks

Other than on a vehicle fitted expressly for that purpose food (except confectionery) and drink (including alcoholic beverages) may not be consumed on the vehicle without prior written consent from BSS Coaches. Only food (except confectionery) and beverages supplied by BSS Coaches may be sold or distributed on the vehicle.

21. Surcharges

Once a confirmation has been issued to the hirer, providing there are 30 days remaining prior to the departure date , BSS Coaches reserves the right to pass on increases in the cost of fuel, taxes imposed by the government of the UK and of other countries due 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 in paragraph 10. The liability of BSS Coaches will be limited to the cost of the hire.