



Conditions of Coach Hire

Interpretation

The governing law for these Conditions shall be the law of Scotland and the courts of Scotland shall have exclusive jurisdiction. Should any provision of these Conditions be invalid or unenforceable this shall not affect the validity and enforceability of the remaining provisions which shall remain in full force and effect and such invalid or unenforceable provision shall be deemed to be amended as far as possible to give effect to the intentions of the parties in relation to that provision. These Conditions constitute the entire agreement between us and you. None of our employees is entitled to alter or vary any of the provisions of these Conditions of Carriage.

In these Conditions of Carriage, the following expressions, unless the context requires otherwise, have the following meanings:

The Company

Garelochhead Minibuses and Coaches Ltd. A limited company, registered in Scotland (No. 203633), with its registered office at Woodlea Garage, Main Road, Garelochhead, Helensburgh, Argyll and Bute, G84 0EG.

Company Official

An employee of the company such as a Driver, Inspector, Route Manager, or Supervisor.

Conditions

These Conditions of Carriage and The Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990, SI 1990, No. 1020, as amended, the Public Service Vehicles (Lost Property) Regulations 1978, SI 1978, No. 1684, as amended, The Disability Discrimination Act 1995, as amended and any statutory modification or re-enactments.

Coach Hire

A vehicle hired for the transport of a group for a quoted price.

Conditions

Garelochhead Minibuses and Coaches is committed to a policy of fair trading and will take every care to give you value for money and ensure that everything is done to the satisfaction of coach hirers and their passengers, but in your own interests you are advised to read these conditions which set out the principal rights and liabilities we owe to each other.

The hiring of vehicles is governed by the Public Passenger Vehicles Act, 1981, the Transport Act, 1985 and Transport Act, 2000, which provide, amongst other things, for the proper conduct of drivers and passengers, the rules governing drivers' hours of work and driving and other matters

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concerning the safety and proper operation of buses and coaches. Hirers are asked not to try to persuade our staff to break these rules, which are governed by law, since by doing so the driver may place in jeopardy his own Passenger Carrying Vehicle Driver's Licence (and hence his job) and the company's own Public Service Vehicle Operator's Licence.

Sports Fixtures

The following conditions apply in addition to the standard conditions of hire for hires to football matches or other designated sporting events.

(a) Attention is particularly drawn to the requirements of the Sporting Events (Control of Alcohol Etc), Act, 1985 as amended by the Sporting Events (Control of Alcohol Etc.) Act, 1992 (c.57), which specifically prohibits the carrying or consuming of alcohol on coaches travelling to or from designated sporting events.

(b) It is also an offence under the above legislation for a person carried on a public service vehicle travelling to or from a designated sporting event to be in possession of intoxicating liquor and/or to be drunk. Drivers and Company officials may search any bag, holdall or carrier to satisfy themselves that no intoxicating liquor is being carried.

(c) In the event of any passenger being in breach of condition 2(b) above, the passenger shall be liable to the Company and its employees or agents for all costs incurred by them and arising as a result of such breach, including any fine or fines imposed upon them by virtue of Section 1 of the Sporting Events (Control of Alcohol Etc) Act, 1985 as amended by the Sporting Events (Control of Alcohol Etc.) Act, 1992 (c.57). Such passenger will be refused travel and no refund will be made.

Lost Property

If you find any property which someone else has left on the bus, please hand it to the driver.

If you leave property on a bus and later can satisfy the driver that it is yours, give your name and address to the driver and it will be returned to you.

If you leave property on a bus, please report the details to our depot as soon as possible. Lost property will be held for one month unless it is perishable when it will be held for 48 hours. Property which is, or becomes, objectionable may be disposed of sooner. Please note that some items will not be held as Lost Property. Drugs and medicines will be disposed of immediately. Passports will be passed to the Police (UK passports) or to the relevant consular authorities (non-UK passports).

The depot is open Monday to Friday 0900-1730hrs (Bank holidays hours may be different). It is situated at Woodlea Garage, Main Road Garelochhead, G84 0EG.

Call 01436 810 200 or e-mail enquiries@garelochheadcoaches.co.uk

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Passenger Conduct

Except for personal injury and death caused by our negligence and misrepresentation, we exclude all liability for losses that were:

- (a) not foreseeable to us and you when the contract was formed;
- (b) were not caused by any breach on our part; and
- (c) relate to business losses and/or losses to non consumers.

You shall be responsible to us for any damage to the vehicle, its fittings or equipment caused through your negligence, misconduct or any default or any of the passengers carried and will be liable to repay to us any losses we reasonably incur as a direct consequence of that conduct.

Additionally where the vehicle has been soiled due to your negligence, misconduct or any default or that of any of the passengers carried and which as a result requires us to perform extraordinary cleaning to the vehicle to render it fit for hire, you shall be responsible for paying to us the reasonable costs we incur for such cleaning services.

The hirer undertakes to be responsible for the orderly behaviour of all members of the party and for ensuring that their conduct shall not be such as to cause annoyance to the public.

Should the driver at any time consider that a member or members of a party are behaving improperly then he may require that such an individual or individuals to leave the vehicle.

CCTV

All Garelochhead Minibuses and Coaches buses and premises are fitted with CCTV. This is done to ensure that evidence of any act of violence or other inappropriate behaviour or of theft or criminal damage can be passed to the Police and the prosecuting authorities. We will always use all means to secure prosecution of anyone who commits a violent or criminal act on our buses or in our premises

Your Booking

We accept a request to hire subject to the type or size of vehicle mentioned in any quotation or offer still being available at the date when your booking acceptance is received by the company. We reserve the right for operational reasons to sub contract any hire to another operator but where this is necessary, we will do our utmost to ensure a supply of a vehicle of at least similar quality.

The hirer may (subject to the driver's agreement regarding route suitability and adherence to the Drivers' Hours Regulations), extend or vary the route as specified on the order, such instructions, apart from very minor variations, must be written and signed by the hirer and given to the driver, in which case an extra charge may be required to cover the cost of any additional mileage covered and/or time taken.

We cannot accept any liability for any delay, inconvenience or damage which may arise on the date or days of the hire as a consequence of matters entirely outside of our reasonable control



such as by way of example only unexpected breakdown of vehicles, traffic congestion, diversions or adverse weather conditions or which are not as a consequence of our negligence.

Payment

The individual hirer (or the company or organisation on whose behalf the hiring arrangements are made and so signed on the order) undertakes to be directly responsible for the hire and for the payment which must be settled in full at least fourteen days prior to the commencement of the hire unless other specific arrangements have been agreed between the hirer and the Company prior to the commencement of the journey. At time of confirming a quote the hirer will be required to pay Fifty Pounds per vehicle per day. Time for payment shall be of the essence.

If you fail to pay any amount payable to us under this agreement by the due date for payment, we reserve the right to charge you interest on the overdue amount at the rate of 2% per annum above the base rate for the time being of the National Westminster bank. Such interest shall accrue on a daily basis and be compounded quarterly.

Cancellation

If for reasons entirely beyond our reasonable control we are forced to cancel the hire arrangement we will endeavour to advise you as soon as reasonably possible after facts come to our knowledge that make it necessary to cancel the hire. As such our liability to you will be limited to a refund of any sums paid in advance for the price of the hire.

Should you wish to cancel the hire of any vehicle that you have arranged with us, the following scale of charges shall apply in relation to the total hire charge and are calculated on the basis of the reasonable expenses we expect to incur as a result of such a cancellation

Days Prior to Coach Hire Cancellation Charge

- (a) 10 days or more - none
- (b) 6-9 days - 10% of hire
- (c) 3-5 days - 25% of hire
- (d) 1-2 days - 50% of hire
- (e) Day of hire - 75% of hire
- (f) Arrival of coach at departure point - Minimum of 85% of hire (based on time and mileage)
- (g) After departure - 100% of hire

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, we may, return all sums paid to you and cancel the contract without any further or other liability to you.



Complaints

Any complaints are to be received in writing within 28 days of the booking date. Our response will be made within 7 days of receiving a complaint, in line with our Company complaints procedure.

Suggestions and comments from passengers are very welcome. Please send them or any complaints to our depot within 28 days of the booking date to the below address.

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or by email to us at enquiries@garelochheadcoaches.co.uk