

# *Eagles Coaches*



Eagles Coach Yard, Priory Road, Castle Acre, Kings Lynn, Norfolk, PE32 2AA

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[www.eaglescoaches.co.uk](http://www.eaglescoaches.co.uk)

VAT REGISTRATION NUMBER 525 3201 85

## Terms & Conditions

### 1. APPLICATION

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.

If the hirer is not going to travel with the party, a representative must be chosen, and the company informed prior the hire taking place. The company will only accept instruction from the hirer or their representative.

Where a copy of these conditions has been given to the hirer at any time, or the hirer has been advised verbally or in writing on their quotation documents of the terms, making a booking will be deemed to signify acceptance of them. Where a hirer makes a booking before receiving these conditions and without being advised verbally of all significant terms, the hirer may cancel the contract without liability to the operator within 48 hours of receiving these conditions. Otherwise, the hirer will be deemed to accept these conditions.

### 2. QUOTATIONS

Quotations are given on the basis of the 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 confirmation.

All quotations are given subject to the company having available a suitable vehicle at the time the hirer accepts the quotation.

Quotations are valid for 28 days from the date of issue, unless otherwise notified.

Quotations are given for the coach and driver only. Any additional charges will be separately identified and will be the hirer's responsibility unless otherwise specified, including parking, road tolls and accommodation.

Quotations made for periods greater than 8 weeks in the future may be subject to a fuel surcharge, if there is a significant rise in the net cost of fuel. The company will inform the hirer of any additional charge at its earliest convenience.

If the net cost of fuel increases significantly after making a booking, the company will inform the hirer of any additional charges at its earliest convenience.

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### 3. USE OF THE VEHICLE

The hirer cannot assume the use of the vehicle between outward and return journeys, nor that it will remain at the destination for the hirer's use unless this has been agreed with the company in advance.

### 4. CONDUCT OF PASSENGERS INCLUDING HEALTH & SAFETY

The driver is responsible for the safety of the vehicle at all times, and as such may remove any passenger whose behaviour prejudices safety or is in breach of the Public Service Vehicle (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990. These regulations set out certain rights and responsibilities on all parties. The hirer is responsible for any damage caused by any passenger for the duration of the hire. Please be advised where instances of breach in Health and Safety by children or minors occur, the parent or guardian will be responsible for their actions. In certain circumstances, this can result in a student being refused travel on school routes. Formal written warning to this effect will be issued prior to any action being taken, to allow suitable arrangements to be made.

Health and Safety is paramount with our organisation and as such all passengers are asked to wear their seat belts whilst on the vehicle and abide by all information given and displayed. If minors are travelling on the vehicle, they must be under the supervision of a responsible adult or the Hirer or their representative.

Smoking is not permitted at any time on any of our vehicles, this includes the use of substitute smoking materials such as electronic cigarettes or 'E cigarettes'. Any one found smoking on our vehicles will be asked to disembark.

All school groups must ensure that they understand their obligations for planning, supervision, approval and preparation of pupils etc as set out in the DfES publication 'Health and Safety of Pupils on Educational Visits' (HASPEV). We can provide a company based risk assessment to cover your hire of our vehicle.

Please ensure that you have an adequate level of supervision to ensure that emergency exits on our vehicles have at least one adult staff member seated by them in case of emergency.

Alcohol must not be consumed on our vehicles without prior consent from the company. Any consumption must be in moderation and the company reserves the right to refuse passage to any passenger if he / she is viewed to present a danger to themselves, other passengers or the driver.

Other than on a vehicle fitted expressly for the purpose, food and drink (including alcoholic beverages) may not be consumed on the vehicle without prior verbal or written consent from the company.

Cleaning of the vehicle as a result of excess mess or excess consumption (vomit or other bodily fluids) may incur a cleaning fee, up to a limit of £250.

All vehicles are fitted with spill kits, in the event of a kit being used due to sickness or injury, whether due to excess or accidental causes, the company reserves the right to charge for the use of these kits replacements.

Due to Health & Safety, the company cannot transport any group without at least one identified "lead passenger" whom is over the age of 18 years. This is to ensure the safe use of emergency exits and the responsibility of the conduct and behaviour of all passengers under the age of 18 years.

**EXPRESS TERM**

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Where the hirer is to a sporting event, the hirer should be aware of the legal requirements relating to alcohol, contained in the Sporting Events (Control of Alcohol) Act 1985, (as amended) and the conditions of entry to race courses as laid down by the Race Course Association Ltd. Specifically Alcohol must not be carried or consumed on coaches to or from any Sporting Event. Police have the right to search and seize any alcohol carried by passengers.

## 5. ROUTES AND TIME VARIATION

The company reserves the right to levy additional charges for additional mileage or time to that agreed, if the client exceeds those stated on their confirmation or quotation documents, the charges will be pro-rata on an hourly and / or mileage basis.

The driver will arrive punctually before your specified hire time and the vehicle will depart at times agreed by the hirer, and it is the responsibility of the hirer to account for all the passengers at those times. The company will not accept liability for any losses incurred by passengers who fail to follow instructions given by the hirer.

## 6. DRIVER'S HOURS

The hours of operation for the driver are regulated by law; and the hirer accepts the responsibility of ensuring that the hire keeps to the hours and times agreed by the company. 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 times. 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. The calculation of any costs will be as in condition 4.

## 7. SEATING CAPACITY

The company 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.

## 8. CONVEYANCE OF ANIMALS

On a private hire, no animal (other than guide dogs and hearing dogs notified to the company in advance) may be carried on any vehicle without prior written agreement from the company.

## 9. CONFIRMATION

Confirmation of a booking can normally only be accepted by the company in written form and is the only basis for any subsequent alterations. Confirmation of a booking by the company will be sent at the time of booking.

## 10. PAYMENT

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Any deposit requested must be paid by the date stated, and payment in full must be made before the start of the hire unless otherwise agreed by the company. The company reserves the right to add interest at the rate of 8% per annum above base rate of the Bank of England, calculated on a daily basis, from the date by which the payment should have been made. Please note that all invoices not settled within our payment terms will be referred to a Debt Recovery Agent and will be subject to a surcharge of 15% plus VAT in lieu of our recovery charges.

## 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 happening of any event over which the company has no control (including adverse weather conditions or substantial increase in the net cost of fuel) 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.

## 12. CANCELLATION BY THE HIRER

The following cancellation scheme will be used in the event of cancellation by the hirer. Any cancellation **MUST** be confirmed in writing no later than 24hrs following notifying the company.

Cancellation 28 days prior to date of booking: Fee of 25% of the price of the booking, (in June and July notice period increases to 50% cancellation).

Cancellation 21 days prior to booking: Fee of 50% of the price of the booking, (in June and July notice period increases 80% cancellation).

Cancellation 7 days prior to booking: Fee of 100% of the price of the booking.

At the time of providing this quote, the UK is experiencing increased risk from the coronavirus and the concern is that the number of confirmed cases of the virus will very likely increase. The Government has stated that it will continue to implement measures to combat the spread of the virus. In the extremely unlikely event that such measures are put in place which impact our ability to provide services to you (including but not limited to us having to suspend or cancel in full the services), we will not be in a position to accept any liability for any losses that may arise and we limit our liability accordingly.

In the event that a booked service is no longer required due to cancellation of an event or your unwillingness to travel despite no official Government of Foreign & Commonwealth Office advice not to travel, the payment and cancellation provisions of our standard terms and conditions will apply.

We are keeping the matter under careful review and will ensure that all customers are advised of any developments that may affect fulfilment of booked services.

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There is a minimum cancellation fee of £50 for administration, deductible from deposits paid, irrespective of cancellation notice period or to the value of any tunnel or ferry if booked on customers behalf, which we cannot refund.

Cancellation which includes Ferry or Tunnel Booking

Please be aware that any hire that includes a Ferry or Tunnel Booking falls outside the terms above, any cost incurred by cancelling a booking which attracts a fee from the Ferry or Tunnel company will fall liable for payment by the hirer. Please contact us to explore the applicable charges.

Excursions, Trips and Shows

Please note that tickets purchased are non refundable, but can be transferred to alternate passengers.

Please note any deposit taken are non refundable.

Gift vouchers issued by the company are only valid for 12months from the point of purchase and have no monetary value and are not permitted for resale.

## 13. VEHICLE TO BE PROVIDED

The company reserves 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 hire charge. The company reserves the right to substitute another vehicle (including those of other operators) or ancillary facilities for all or part of the hire subject to such substitutes being of at least equivalent quality and confirmed with the hirer.

## 14. BREAKDOWN OR DELAYS

The company provides its advice on journey time in good faith. However, as a result of break down, extreme weather conditions or traffic congestion, or other events beyond the reasonable control of the company, journeys may take longer than predicted and in those circumstances the company will not be liable for any loss or inconvenience suffered by the hirer as a result.

However the company will waiver/refund one day's hire charge for any coach delayed for more than three hours by mechanical defect.

## 15. AGENCY ARRANGEMENTS

Where the company hires in vehicles from other operators at the request of the hirer and where the company arranges ancillary facilities such as meals, accommodation, ferries, admission tickets or any other services provided by another supplier, it does so as agent for and on behalf of the hirer. Any terms or conditions imposed by such other suppliers through the company shall, insofar as they are supplied to the hirer, be binding on the hirer as if he had directly contracted such services and the hirer shall indemnify the company against any loss, claim, damage or award in respect of breach of such supplier's terms and conditions brought about by the hirer's actions.

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## 16. PACKAGE 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 Tours Regulations 1992 and as such may be required to comply with the provisions of those regulations.

In this instance the company 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 establishing whether they are so defined, and the company cannot accept liability or loss or damage incurred that would have been the responsibility of the hirer if the hirer were the legally defined organiser or retailer.

## 17. PASSENGERS' PROPERTY

All vehicles hired by the company are subject to restrictions on carrying luggage for statutory safety reasons. The hire 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 notify the company in advance of such requirements.

The company 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 the company or 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 when the property is left unattended.

All articles of lost property recovered from the vehicle will be held at the company's premises where the vehicle is based, and will be subject to the current Public Service Vehicle (Lost Property) Regulations.

## 18. COMPLAINTS

In the event of complaint about the company's services, the hirer should endeavour to seek a solution at the time by seeking assistance from the driver or from the company. If this has not provided a remedy, complaints should be submitted in writing and within 14 days of the termination date of the hire. The company will acknowledge all complaints within 14 days and will normally reply in full within 28 days.

## 19. NOTICES

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