# Customer Information - Terms & Conditions

## 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 the company informed prior to the hire taking place.

## 2. Quotations

Quotations are given on the basis of the most 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.

- 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 7 days from the initial enquiry unless otherwise notified.
- Our prices include the supply of; a coach, a driver, fuel, toilet paper (applicable to coaches with toilet only), heating & radio. Please note that the heating and radio can break down due to unforeseen circumstances. However they are all checked daily and will be rectified where at all possible.
- VAT is exempt from coach hire for vehicles with 9 seats and over.

## 3. Special terms & conditions relating to Covid19 Safety

3.1 In order to help ensure the safety of our customers and staff, you must until further notice whenever travelling on a vehicle you have booked with us:

- Wear a face covering when travelling on our vehicles.
- Keep one metre apart from other customers where possible when queuing for the vehicle and/or follow seat allocations and instructions from our staff on maintaining social distancing; and
- Stay in your chosen seat for the entire journey and only use the toilet when it is unavoidable.

3.2 You may be asked to leave the vehicle if you persistently fail to comply with these rules. Please note that you shall not be entitled to a refund if you do not have and/or fail to wear the face covering as directed following Government advice.

3.3 Prior to boarding the vehicle, the driver or another member of staff may take your temperature remotely to ascertain if you are demonstrating a symptom of Covid-19. We shall not record or retain this data. The driver may refuse you travel if you (A) provide a temperature reading of 38C or higher; or (b) refuse to have your temperature taken.

3.4 Please note that clauses 3.1 to 3.2 shall not apply to those who have a physical or mental disability which would impact on or prevent those individuals from complying with such measures. We would advise you to make your travel consultant aware of this before you journey; so that they can make the driver aware that you will be travelling without a face covering.

3.5 If you already wear a face-covering for religious purposes, provided it covers your mouth and nose, you will not be required to wear any additional protective coverings.

3.6 Please note that the requirement to wear a face covering shall not apply to children below the age of five.

## 4. Route and Time Variation

The Company reserves the right to levy additional charges for additional mileage or time than that agreed. The vehicle will depart at times agreed by the hirer, and it is the responsibility of the hirer to account for all 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.

Your coach will arrive at your pick up location prior to the departure time given, the coach should also depart from your desired destination at the time specified upon booking. Watermill Coaches reserves the right to enforce the departure time.

## 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 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 time. 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.

## 6. 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. Passengers are not permitted to stand for part or any of the journeys.

## 7. Conveyance of Animals

On a private hire, Pets may be allowed at the company's discretion. Please consult us before booking.

## 8. Confirmation

Normally, written confirmation by the Company is the only basis for the acceptance of a hire or for a subsequent alteration to its terms.

## 9. Payment

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 2% compound interest per calendar month, after the date by which payment should have been made. Failure to make payments at specified times may result in termination of hire.

## 10. 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.

Days prior to departure date of hire:

- 28 days or more – loss of deposit
- 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 Minimum of 85% of hire
- Arrival of coach at departure point 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.

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

Please note all deposits are non-refundable in any circumstances and used to secure the booking.

Re-schedule of a hire can be done provided that sufficient notice has been given.

## 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 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.

## 12. Vehicle to be Provided

The company reserves the right to provide a larger vehicle than that specified at no additional charge.
The Company reserves the right to substitute another vehicle (including those of other operators) or ancillary facilities for all or part of the hiring subject to such substitutes being of a least equivalent quality.

The Company reserves the right to provide multiple vehicles to meet the seating capacity requirements of the hirer, including substituting two single deck vehicles for a double deck vehicle.

## 13. Breakdown and Delays

The Company gives its advice on journey time in good faith. However, as a result of breakdown 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.

## 14. 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 and 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 a breach of such suppliers terms and conditions brought about by the hirer's action.

## 15. Passengers Property

All vehicles hired by the Company are subject to restrictions on carrying luggage for statutory safety reasons. The hirer accepts that the driver shall be the sole judge as to whether and to what extent passengers' property is claimed. 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.

Steps and booster seats can be provided upon request but passengers should use these at their own risk.

## 16. 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 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, and full details of these can be obtained from the Company on request. 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, contained in the Sporting Events (Control of Alcohol) Act 1995, and the conditions of entry to race courses as laid down by the Race Course Association Ltd. The Company will provide details of these restrictions on request.

Smoking, violence and alcohol are prohibited on the coaches. Any incident of smoking on board the coach, violent/threatening behaviour or alochol being found on the coach can result in immediate termination of the hire.

## 17. Complaints

In the event of a 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.
Complaints will be acknowledged within 7 working days and the Company will aim to resolve any complaint within 28 days of it being made.

## 18. Notices

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

## 19. 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 the Company.

## 20. 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, road tolls & driver time. 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 the Company will be limited to the cost of the hire and any ancillary services supplied.

## 21. Lost Property

Luggage is carried at the owner's risk and we shall not be responsible for any property or equipment left on the coach. Any item of lost property will be held for a period of 1 month following the date of the hire in accordance with the minimum regulation laid down by the Road Traffic Act 1960 & the Public Services Vehicles (Lost Property) Regulations 1995.
If an item needs to be posted then there will be a Postage and packaging charge.

**Please note that by booking with Watermill Coaches Ltd you accept all the Terms & Conditions above.**