

Private Hire Terms and Conditions

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Application

These conditions apply whether a contract has been made verbally or in writing.

The Hirer acts on behalf of all passengers traveling on the vehicles. If the Hirer is a company, group, or partnership, an individual must be nominated as a responsible person. The hirer is responsible for the actions and decisions of all 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 Voel Coaches Ltd must be informed prior to the hire taking place. Voel Coaches Ltd will only accept instructions from either the hirer or their nominated representative.

Where a copy of these conditions has been provided to the hirer at any time, or the hirer has advised verbally of all significant 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.

Quotations

Quotations are given based on the direct route and on the information provided by the Hirer. The route used will be at the discretion of Voel Coaches Ltd unless it has been particularly specified by the Hirer in which case it will be clearly shown on the confirmation.

All quotations are subject to Voel Coaches Ltd having available a suitable vehicle at the time the Hirer accepts the quotation. Quotations are valid for 28 days unless otherwise notified.

Booking Confirmations

Written confirmation by Voel Coaches Ltd is the only basis for the acceptance of hiring or a subsequent alteration to its terms.

Vehicle Provided

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 Voel Coaches Ltd in advance.

Change of vehicle

Voel Coaches Ltd reserves the right to supply a larger or higher specification vehicle, including those of other operators, than the one ordered, and no additional charge will be made.

Seating capacity

Voel Coaches Ltd 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.

Agency Arrangements

Where Voel Coaches Ltd hires in vehicles from other operators at the request of the Hirer, and where Voel Coaches Ltd arranges ancillary facilities, such as accommodation, meals, ferries, admission tickets or any other services provided by another supplier, it does so as an 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 directly contracted such services and the Hirer shall indemnify Voel Coaches Ltd 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.



Equal Access

On a privately hired vehicle, no animal or pets may be carried without prior written agreement from Voel Coaches Ltd. Exceptions are certified guide or hearing dogs and the Company must be notified at the time of booking.

Voel Coaches Ltd has limited vehicles with PSVAR access, these need to be requested specifically at the time of booking.

A Hirer wishing to transport a wheelchair, mobility scooter or special equipment i.e oxygen tank, on a vehicle, is required to inform and request this at the time of requesting a quote or book such aids as part of the booking process as there is limited storage space on our vehicles. Any mobility scooter should be no more than a class 2 and is not the responsibility of the driver to load and unload from the vehicle.

All information provided, as described above will enable the driver to carry out their duties fully. This can include:

- Supervision of the loading and unloading of wheelchairs, mobility scooters and/or other specialist mobility equipment.
- Able to identify and inform passenger needs to emergency services and support the use of emergency exits on the vehicle.

Notices and Advertising

The Hirer must not advertise to the public details of a journey less than 30 miles. No bill, poster or notice is to be displayed on any vehicle without written consent of Voel Coaches Ltd.

Driver's 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. The calculation of any additional costs will be as in Route Variations conditions.

Route Variations

Unless agreed to the contrary in advance with Voel Coaches Ltd, the driver will take the most direct route between two points. Voel Coaches Ltd reserves the right to levy additional charges for additional mileage or time to that agreed. The charges will be pro-rata and are outlined below.

- Charge for additional hours of waiting time by the vehicle beyond the agreed schedule will be calculated at a rate of £50 per hour.
 - Example: 1 hour 20mins over scheduled time would be a total charge of £65.
- Charge for additional mileage covered by the vehicle in addition to the agreed route will be £1.50 per mile.

During the hiring, the driver must be the sole judge of reasonableness of any request for a change of route or time. In any event the vehicle(s) will depart at the agreed time and the Company will not be liable for any loss or injury sustained by a passenger failing to join the vehicle at the appointed time.

Breakdowns and Delays

Voel Coaches Ltd gives 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, Voel Coaches Ltd will not be liable for any loss or inconvenience suffered by the Hirer as a result.

Cancellations

By Company

In the event of an emergency, riot, civil commotion, strike, lock out, stoppage or restraint of labour or on the happening of any event over which Voel Coaches Ltd has no control (including adverse weather and road conditions) or in the event of the Hirer taking action to vary agreed conditions unilaterally, the Company may, return all money paid and without further or other liability, cancel the contract.

By Hirer

In the event of a cancellation by the Hirer, Voel Coaches Ltd reserves the right to retain any deposit. The Hirer shall be liable to the Company for any losses incurred by the Company because of the cancellation or part cancellation not exceeding the full cost of the hiring.

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

Notice prior to departure	Charge per vehicle
More than 10 days	None
6-9 days	10% of hire
3-5 days	25% of hire
1-2 days	50% of hire
Day of hire before arrival of vehicle at departure point	85% of hire
At or after arrival of vehicle at departure point	100% of hire

- b) The cost of accommodation, meals, and events tickets which have already been purchased by Voel Coaches Ltd at the request of the Hirer, will be charged to the Hirer, plus any administrative charges incurred by the Company.

Cancellations due to inclement weather conditions will be charged as above, except for red weather warnings issued by the MET Office for the day of travel. In such eventuality, a credit will be provided for a rescheduled date of travel based on the agreed booking details.

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 in breach of the 'Conduct of Drivers, Inspectors, Conductors and Passengers' set out in the [Public Service Vehicle regulations 1990](#). These regulations cover certain rights and responsibilities on all parties, and full details of these can be obtained from Voel Coaches Ltd on request.

Schools

A nominated member of staff travelling with the school group will be responsible for the behaviour of the students. It is expected that this extends to the descriptions provided in the terms and conditions for Damage, the wearing of seatbelts and reducing any behaviour that results in causing a distraction to the driver. Nomination of school staff member must be provided to Voel Coaches no less than 24 hours prior to the scheduled departure.

On longer domestic or international journeys, the driver will advise the nominated member of staff of any safety strategies required for the school group. This will be based on driver experience and/or legal requirement.

Damage

The Hirer is responsible for any damage caused to the vehicle by any passenger for the duration of the hire. This can include excessive dirtying of the upholstery caused by graffiti, spillages, food stuffs, illness, or mud e.g cross-country or rugby events. The driver and vehicle will carry some cleaning supplies and waste bags. However, it may be necessary to charge a valeting fee of £80* at the discretion of Voel Coaches Ltd management.

**Separate pay scale applied to sporting groups as found in annex A: Specifics Relating to Sporting Groups or Events.*

Passengers Property

- a) 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 weather and to what extent passengers' property is carried. Large bulky items may not be able to be carried, and the Hirer should take steps to notify Voel Coaches Ltd in advance of such requirements. Examples include but not limited to, golfing equipment, ski equipment, musical instruments, camping equipment and bicycles.
- b) In the interests of safety, it is the responsibility of the Hirer and group to ensure that hand luggage is stowed safely, and the aisles are kept free from obstruction. Dependent upon the nature of the vehicle hire, each member of the party may carry one medium-sized suitcase (no more than 15kg) and one item of hand luggage.
- c) 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 property is left unattended.
- d) It is the responsibility of the Hirer and passengers to ensure any items of exceptional value are insured separately for loss and damage.
- e) Any items of lost property found on our vehicles will be kept at our offices for one month, after which it will be disposed of. Perishable items e.g food stuffs, will be disposed of immediately.

Insurance

All Hirers and individual passengers are recommended to obtain Personal travel Insurance, obligatory when travelling abroad with Voel Coaches Ltd. Insurance should also be obtained for those items where, save for negligence, the Company's liability is limited such as delay of luggage, loss of personal cash or specialist equipment.

Payments

Any deposit requested must be paid by the date stated, and payment in full must be made 14 days before the start of hire unless otherwise agreed by Voel Coaches Ltd. The Company reserves the right to add interest at the rate of 2% per annum above the base rate of Barclays Bank, calculated daily from the date by which payment should have been made.

Surcharges

Once confirmation has been issued to the Hirer, providing that there are 30 days prior to the departure date, Voel Coaches Ltd reserves the right to pass on increases in the cost of fuel, taxes imposed by the Governments of the UK and of 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 surcharges, the Hirer may cancel the booking subject to the scale of cancellation charges show in the Cancellations section of this document. The liability of the Company will be limited to the cost of the hire and any ancillary services supplied.

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 is 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 fully within 28 days.

Annex A

Specifics Relating to Sporting Groups or Events

Sports Teams and Supporters Clubs

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 in breach of the 'Conduct of Drivers, Inspectors, Conductors and Passengers' set out in the [Public Service Vehicle regulations 1990](#). These regulations cover certain rights and responsibilities on all parties, and full details of these can be obtained from Voel Coaches Ltd on request.

Where 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 1985](#), and the condition of entry to certain sporting events and/or venues. To conform to all legal requirements, Voel Coaches Ltd insist on the following conditions being met by the Hirer or nominated person travelling.

- a) **No alcohol** is to be carried or consumed to/from the sporting event on a Voel Coaches vehicle. The driver has final judgement to permit or decline further transport to any passenger in breach of this condition.
- b) The Hirer must make satisfactory effort to ensure that the group travelling is respectful and aware of all conditions relating to the travelling with Voel Coaches Ltd.
- c) Any verbal abuse of any kind towards the driver will result in the cancellation of any future travel arrangements made by the Hirer with Voel Coaches Ltd. In some instances, individuals will be removed from the vehicle and refused further travel. The driver has the final judgement in these situations.

Damage

- a) The Hirer is responsible for any damage caused to the vehicle by any passenger for the duration of the hire. This can include excessive dirtying of the upholstery caused by dirty kit, graffiti, spillages, food stuffs, or illness. The driver and vehicle will carry some cleaning supplies and waste bags.
- b) All sports bookings are subject to an additional refundable deposit to cover any additional cleaning or repair costs caused by the Hirer. The refundable deposit will be returned within 7-working days of the return date providing satisfactory standards are met at the discretion of the Company.
 - a. Bookings less than £500 will require additional deposit of £100.
 - b. Bookings over £500 will require additional deposit of £250.
 - c. All refunds will be made to via the original payment method i.e. card, cheque, or BACS transfer. The Hirer is to provide personal details to be held securely by the Company for these transactions in line with [European Union General Data Protection Regulation](#).
 - d. Option to have the refundable deposit kept as credit, provided the vehicle standards are met, for future bookings by the Hirer is to be submitted in writing to the Company.

Cancellation of Sporting Fixtures

Credit notes will be offered to the Hirer for cancellation in the following events.

- a) Red weather warnings issued by the MET Office for the day of travel.
- b) An agreement by the participating clubs, caused by adverse weather conditions leading to unplayable pitches, or lack of match officials.
- c) All other cancellations will be subject to the charges outlined previously in this Document.

Credit notes by the Company will be valid for up to 4 months from the date of cancellation.

For a return of paid monies instead of Company credit due to a cancelled fixture, the Hirer is to request this in writing, however the return of monies will be subject to the charges outlined previously in this Document.