

SKILLS GROUP

GENERAL BOOKING CONDITIONS

1. **Application** – These General Conditions of Hire apply whether or not a contract of carriage has been entered into as a result of a quotation being offered and accepted or whether a contract has been made verbally or in writing.

The hirer acts on behalf of all the passengers for whom the hirer has made a booking. If the hirer is a company, group or partnership, an individual must be named as a responsible person. Where the hirer hires one or more of the operator's vehicles, the hirer acts on behalf of all passengers travelling in each vehicle hire, including any additional costs incurred in performing the contract, whether or not the hirer actually travels with the party.

If the hirer does not travel with the party, a nominated representative must be chosen, and the operator must be notified in writing prior to the hire taking place. The operator will only accept instructions from the hirer or their nominated representative as appropriate.

Where a copy of these conditions has been given to their hirer at any time, or the hirer has been 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 and without being aware of the existence of these conditions the hirer may cancel the contract without liability to the operator within 48 hours of receiving these conditions.

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 operator unless it has been particularly specified by the hirer, in which case it will be clearly displayed on the **confirmation of booking**.

All quotations are given subject to the operator having available and suitable vehicle at the time the hirer accepts the quotation. Quotations are valid for 14 days unless otherwise agreed. Quotations are given for coach and driver only. Any additional charges will be separately identified and will be the hirer's responsibility unless otherwise specified.

Unless otherwise stated, all admission charges, ferries, meals, accommodation, parking charges and road tolls are **not** included in the quoted price.

The operator reserves the right to amend any part of its service brochure material. In its absolute discretion the operator reserves the right to refuse a booking.

3. **Use of Vehicle** – The hirer should not assume that 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 operator in advance.

4. **Route & Time Variation** – The operator reserves the right to levy additional charges for additional mileage or time to that which is agreed.

The operator's vehicles will not wait any longer than 5 minutes after the arranged time. It is the responsibility of the hirer and each passenger to be at the correct joining point at the time given. The operator will not be liable for any losses or injury sustained by any passenger who fails to join the vehicle.

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 operator. 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, duty time and break or rest periods. If any breach occurs, the hirer will be responsible for any additional hire charges, unless it is outside the control of the hirer. The operator will be within their rights to depart at the agreed times irrespective of any passenger(s) that may not be aboard the vehicle.

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. Under no circumstances may any courier seat be used by the hirer or any of their passengers.

7. **Conveyance of Animals** – No animals (other than guide dogs or hearing dogs notified to the operator in advance) may be carried on any vehicle without prior written agreement with the company.

8. **Confirmation** – Written confirmation by the operator is the only basis for the acceptance of a hiring or for a subsequent alteration to the operator's conditions unless the operator agrees otherwise.

9. **Payment** – Any deposit requested must be paid by the date stated and cleared payment in full must be made at least 14 days before the start of the hire unless agreed in writing with the operator. The operator will accept payment by cash, cheque, debit card and credit card. Payment can be made by telephone on 0115 9777 426 or in person at our Head Office located on Belgrave Road, Bulwell, NG6 8LY.

10. **Cancellation by the hirer** – In the event of cancellation by the hirer of any booking the operator reserves the right to retain any deposit and the hirer agrees the following scale of charges will apply in relation to the total hire charge.

NOTICE GIVEN	COACH HIRE CHARGES
8 days or more	No charge
5-7 days	50% of hire
2-4 days	60% of hire
1 day	85% of hire
Day of hire before arrival of coach at departure point	85% of hire
Day of hire after arrival of coach at departure point	100% of hire

The cost of accommodation, meals, theatre tickets or any other ancillary services that 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. Every effort will be made by the company to reduce this liability however all non-refundable charges will be the responsibility of the hirer.

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

11. **Cancellation by the Operator** – In the event of emergency, force majeure, 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, or for any other reason, the operator may, by returning all money paid and without further or other liability, cancel the contract.

12. **Vehicle to be Provided** – The operator reserves the right to provide a larger vehicle than specified at no additional charge unless any extra seats are used in which case an additional pro rata charge will be added to the hire charge.

The operator reserves the right to substitute another vehicle (including those of other operators) for all or part of the hire subject to such substitutes being of a least equivalent quality.

13. **Breakdown and Delay** – The operator gives its advice on journey time in good faith. In the event that any journey takes longer than predicted the hirer expressly agrees that the operator will not be liable to the hirer or any of the hirer's passengers for any loss or inconvenience suffered.

14. **Agency Arrangements** – Where the operator 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 an on behalf of the hirer. Any terms and conditions imposed by such other suppliers shall, in so far as they are supplied to the hirer through the operator, be binding of the hirer as if the hirer has directly contracted such services and the hirer shall indemnify the operator against any loss, claim, damage or award in respect of the breach of such supplier's terms and conditions brought about by hirer's actions.

15. **Package Tour 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 purpose of The Package Travel and Linked Travel Arrangements Regulations 2018 and as such is required to comply with the provisions of these 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 for loss or damage incurred that should have been the responsibility of the hirer if the hirer was legally defined an 'organiser' or 'retailer'.

Where the company agrees to act as an 'organiser' or 'retailer', it will issue separate conditions of trading relating to its liability and responsibilities under the regulations.

16. **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 carried. Large bulky items may not be able to be carried and the hirer should take steps to notify the operator in advance of such requirements.

The hirer is required to notify the operator if they wish to carry any wheelchair of whatever type or size. Such notifications to include details of the height, width, depth and weight of wheelchair as well as details as to the extent to which it is capable of being dismantled. The operator will then investigate whether or not it is able to carry any such wheelchair. Notification by the hirer under this condition must be provided to the operator before any booking is carried out and the operator will be under no obligation to carry any wheelchair unless the terms and conditions have been complied with.

The operator accepts no liability for any personal property of the hirer and their passengers and it is the responsibility of the hirer and the hirer's passengers to take all reasonable steps to avoid loss or damage. The hirer should notify the operator 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 vehicle is unattended.

All articles of lost property recovered from the vehicle will be held at the company's head office and will be subject to the current Public Service Vehicle (Lost Property) Regulations. The company will provide details of the 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 safety or is in breach of the Public Service Vehicle (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990. These regulations can be obtained from the operator 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 related 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 is not permitted on any of Skill's Group vehicles.

18. **Complaints** – In the event of complaint about the operator's services, the hirer should endeavour to seek solution at the time by seeking assistance from the driver of the operator. If this does not provide a remedy, any complaint should be submitted in writing to our Customer Service Department and within 7 days of the termination of the hire. The operator will use all reasonable endeavours to acknowledge all complaints within 5 days and to provide its reply within 21 days.

19. **Posters** – No bill, poster or notice is to be displayed on any vehicle without the written consent of the operator.

20. **Refreshments & Alcoholic Drinks** – Other than on a vehicle fitted expressly for that purpose, food (except confectionary) and drink (including alcoholic beverages) may not be consumed on the vehicle without the prior consent of the operator and/or the operator's driver.

21. **Surcharges** – After a **confirmation booking** has been issued to the hirer, providing there are 30 days or more prior to the departure date, the operator reserves the right to pass on the hirer increases in the cost of fuel, taxes imposed by the UK Government and of other countries visited during the service booked, road tolls and foreign currency or for any other reason

No surcharges will be levied if there are less than 30 days before departure.

On notification of such surcharges, the hirer may cancel the booking subject to the hire's liability, if any, for cancellation charges as set out in condition 10. The liability of the company will be limited to the cost of the hire and any ancillary services supplied.

22. **The Implications of Brexit** – Following the UK's exit from the European Union on Friday 29th March 2019, at the time of writing, (Tuesday 5th February 2019) this action may result in increased disruption to travel in Europe and/or it may affect and increase our costs of operating private coach hires to Europe after this date. Therefore if, where and when it occurs we must reserve the right to increase coach hire rates that were agreed prior to the above date, in accordance with our increased costs; or indeed decline hires if satisfactory travel arrangements and regulations for passengers are not clearly in place.