

Conditions of Hire

These are the conditions of hire of Buckley Tours LTD T/A Buckley's, (hereinafter called "the company"). They form the basis of the contract under which the company agrees to hire its vehicles to the customer (hereinafter called "the hirer").

- 1. 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.
- 2. Liability for Injury** - The company will not accept any liability for damage, injury or loss for any passenger standing up or walking around the vehicle whilst in motion.
- 3. Supplying Coaches with Additional Seating Capacity** - The company reserves the right to supply a larger coach than that ordered for any journey and in this event no additional charge shall be made to the hirer unless the additional seating capacity is utilised.
- 4. 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 of the hirer's use unless this has been agreed with the company in advance.
- 5. The Use of Other Operators Vehicles** - The company reserves the right to substitute other operators' vehicles in place of its own for any journey or part thereof.
- 6. Payment Terms** - A deposit of £50 per vehicle, is payable at the time of booking. The balance of the hire charge is payable by fourteen days prior to the date of hire, unless other payment terms are agreed as stated overleaf. (The company reserves the right to decline to execute any work when the foregoing condition has not been adhered to, in which case the deposit becomes forfeitable by the hirer to the company).
- 7. Passenger Capacity and Seat Belts** - No passenger may be carried in excess of the seating capacity of the vehicle and passengers must wear the seat belts provided at all times.
- 8. Drivers hours regulations** - 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.
- 9. Conduct of Passengers** - a) 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. b) 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 1985, (as amended) 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.

- 10. Cancellation by The Hirer - a) Cancellation more than 5 working days prior to the hire - £50 per vehicle hired. b) Cancellation less than 5 working days prior to the hire - 50% of the total hire charge. c) Cancellation on the day prior or on the day of hire, before the vehicle has departed our premises - 75% of the total hire charge. d) Cancellation on the day, after the vehicle has left our premises - 100% of the total hire charge. e) Upon cancellation the hirer will also be liable to pay for any additional items or services that have been bought and paid for on behalf of the hirer in advance of the hire. For example, ferry services, theatre tickets, meals, parking permits, accommodation and guide services etc. Every effort will be made by the company to reduce this liability however all non-retrievable charges will be the responsibility of the hirer.**
- 11. Consumption of Alcohol - The consumption and or carrying of alcohol in the passenger compartment of company vehicles is strictly forbidden unless permission has been obtained from the company.**
- 12. Returnable Additional Deposits - The company reserves the right to insist upon a returnable additional deposit being provided by the hirer in addition to the hire charge. This deposit will be returned to the hirer following completion of the hire provided that no additional expenses were incurred by the company which were a direct result of the hirers, or his passengers actions.**
- 13. Additional Charges - The company reserve the right to impose additional charges on the hirer following completion of the hire if the passengers have left the vehicle in an unreasonably untidy condition or having required additional time or mileage which was not included for in the original booking.**
- 14. No smoking policy - Hirers should note that this company operates a policy of no smoking on all company vehicles including E cigarettes. This policy will be strictly enforced. Would hirers please bring this condition to the attention of all passengers intending to travel on the coach.**
- 15. Airport or Ferry Transfers - On collecting passengers from airports, ferry ports, etc., the coach will wait for one hour after the prearranged collection time free of charge. After that additional waiting time will be charged at the discretion of the company.**
- 16. Passengers' Property and Lost Property - a) All vehicles hired by the company are subject to restrictions on carrying luggage for statutory safety reasons. 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. b) 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. c) The company will not be responsible for any damage to, or loss of, personal property left in vehicles, howsoever caused. d) 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. The company will provide details of this legislation on request.**
- 17. Acceptance of Our Quotation - Implies acceptance of the above conditions.**
- 18. 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 by calling our support staff on 01302 770379. If this has not provided a remedy, complaints should be submitted in writing within 14 days of the termination of the hire.**