



Terms & Conditions of Hire

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 to the hire taking place. The company will only accept instructions from the hirer or representative. Where a copy of these conditions has been given to the hirer at any time, or the hirer has been advised verbally of all the 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 verbally advised of all the 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 on the basis of the direct route and on the information provided by the hirer. The route 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 a suitable vehicle available at the time the hirer accepts the quotations. Quotations are valid for 14 days unless otherwise notified. 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.

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 it has been agreed with the company in advance.

Route and Time Variation

The company reserves the right to levy additional charges for additional mileage or time to that agreed. The charges will be pro rata and in accordance with the formula advised on the booking confirmation. The vehicle will depart at the times agreed by the hirer and it will be 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.

Drivers Hours

The hours of drivers' hours 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 the driver's hours and duty time. If any breach is likely to occur, the hirer will be responsible for any additional costs incurred.

Payment

Any deposit requested must be paid by the date stated, and payment in full must be made 7 days prior to the start of the hire unless otherwise agreed by the company, this applies to all hirer's including schools, colleges and other educational institutes. An extra £35.00 administration charge will be levied every 7 days over payment terms.

Deposits and cancellation by Hirer

In the event of cancellation by the Hirer the Company shall be entitled to retain any deposit paid. If the Company has incurred any expense in relation to this Agreement the Company shall be entitled to recover such expense. In event of cancellation by hirer 14 days before departure 50% of hire will be charged. If the hirer wishes to cancel any agreement, the following scale of charges will apply in relation to the total hire charge.

	Single Vehicle	More than one Vehicle
Up to 15 Days	20% (Usual Deposit)	20% (Usual Deposit)
14 Days	50% of hire	50% of hire
7-13 Days	75% of hire	75% of hire
1-6 Days	85% of hire	85% of hire
Day of Departure	100% hire	100% hire

Cancellations caused due to COVID-19 or other pandemic will not be subject to cancellation charges, upon confirmation of cause. Provided such cancellation is due to an outbreak in the organised group, closure of the destination venue or Government advice.

Cancellation by the Company

In the event of an emergency, riot, civil commotion, strike, lockout, stoppage or restraint of labour or on the happening of any event over which the company has no control (including adverse weather or road conditions) or in the event of the hirer taking any action to vary the agreed conditions unilaterally, the company may not refund any monies paid and cancel the contract.

Vehicles 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 hiring subject to such substitutions being of at least equivalent quality.

Seating Capacity

The company will, at the time of the booking, agree and specify the legal seating of the vehicle supplied. The hirer must not load the vehicle beyond this capacity.

Breakdown and Delays

The company gives its advice on the journey time in good faith. However, as a result of breakdown or traffic congestion, or any 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 incurred by the hirer as a result.

Refreshment and Alcoholic Drinks

The company has put a total ban on Alcoholic drinks, on board it's vehicles at all times. For health and safety reasons, hot and cold food or dry food is also not allowed, on our vehicles, at all times.

Chocolates, chewing gum are also not permitted on board our vehicles. Passengers may bring with them on board any plastic bottled drink.

Passengers with medical conditions will be given exceptions by prior arrangement.

Agency Arrangements

Where the company hires a vehicle 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 an agent on behalf of the hirer.

Any terms and conditions imposed by

such other supplier's through the company shall in so far as they are supplied by the hirer, be binding on the hirer as if they 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 supplier's terms and conditions brought about by the hirer's action.

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 all the 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 minimize the risk of loss when property is left unattended.

The company's liability for loss and damage to property, however caused, is limited to 200.00 per bag, case or package with an overall limit of 500.00 (overall claim value) maximum per passenger. It is the responsibility of the hirer to ensure that he items over this value are insured separately for loss and damage.

The limits in this section do not apply to personal injury claims.

All the 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 current Public services Vehicle (lost property) Regulations. The company will provide details of this legislation on request.

Conduct of Passengers

The driver is responsible for the safety of the vehicle at all times and as such may remove any passengers 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 a certain rights and responsibilities on all parties, and full details of these can be obtained from the company on request. The hirer is responsible of 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 1985, (as amended) and the conditions of entry to the venue as laid down by the venue. The company will provide details of these restrictions on request.

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 fully within 28 days.

Notices

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

Surcharges

Once a confirmation has been issued to the hirer providing these are 15 days prior to the departure date, the company reserves the right to pass on the increases in the cost of fuel, taxes imposed by the Government in the UK and of other countries to be visited during the journey, road tolls and foreign currency. No surcharges will be levied within 15 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.

Smoking on Vehicles

All vehicles operated by Travel Xpress are no smoking. The organizer is responsible for ensuring that all members of the hirer's party are aware of this and by signing the acceptance the hirer agrees to be bound by this condition of hire.

Parking Charges / Toll Charges

All quotations given by the company are for coach hire only and any parking charges which may be levied at the hirer's destination is the sole responsibility of the hirer. Any toll charges incurred is also the responsibility of the hirer. The company may pay for all charges incurred at its discretion but will pass on the charges to the hirer.

Damage / Vandalism

In the interest of health and safety, while the vehicle is on hire, it is the sole responsibility of the hirer to inform the group or party to refrain from any damage or vandalism. Any damage or vandalism caused to the vehicle within shall be the sole responsibility of the hirer and the company reserves the right to pass on the charges to the hirer accordingly.

Litter / Rubbish

All vehicles are kept and cleaned in a presentable condition at all times. It is the duty and responsibility of the hirer to maintain that standard whilst the vehicle is on hire to the group. The company will be happy to dispose of any rubbish as long as it is in a bin liner. Should the vehicle need to be cleaned after end of hire the company will levy a charge of £150 for cleaning.