

EXPRESS MOTORS

Terms & Conditions of Private Hire

Express Motors, Llyfni Road, Penygroes, Caernarfon. Gwynedd. LL54 6ND is referred to in this document as the Company.

Any person or customer travelling on a Company vehicle or intending to do so is referred in this document as a passenger/passengers.

1. Application

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 vehicle(s). 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 their nominated 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 significant terms and/or being referred to all significant terms on the Company's website, 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.

2. Quotations

Quotations are given on the basis of the 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 in which case it will be clearly shown on the confirmation.

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 28 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.

3. 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 this has been agreed with the Company in advance.

4. 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 Company's formula for calculating private hire.

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 their hirer.

5. 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 condition 4.

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.

All passengers are required by law to wear the seatbelt provided at all times whilst seated and travelling on Company vehicles. It is the responsibility of the passenger to ensure that they comply with this requirement.

7. Conveyance of Animals

On a private hire, no animals (other than guide dogs and hearing dogs notified to the Company in advance) may be carried on any vehicle without prior written agreement from the Company.

8. Confirmation

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

9. Payment

Any deposit 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% per annum above the Bank of England base rate, calculated on a daily basis, from the date by which payment should have been made.

10. Cancellation by Hirer

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

Notice Given	Charge	
	Single vehicle	More than one vehicle
10 days or more	none of hire	50% of hire
9 days or less	10 % of hire	60% of hire
Day of hire before arrival of vehicle at departure point	Minimum 85% of hire	Minimum 85% of hire
At or after arrival of vehicle at departure point	100% of hire	100% of hire

b. 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.

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

d. Theatre tickets and/or other ancillary services once purchased are not returnable and must be paid for in full by the hirer.

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

a. 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.

b. 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 at least equivalent quality.

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 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 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 supplier's terms and conditions brought about by the hirer's action.

15. Package Travel 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 purposes of the Package Travel, Package Holidays, and Package Tour Regulations 1992 and as such may be required to comply with the provisions of those 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 the legally defined organiser or retailer.

Where the Company agrees to act as an organiser, or retailer, it will issue separate condition of trading relating to its liabilities and responsibilities under the Regulations.

16. Passenger Property & Luggage

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 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 steps to notify the Company in advance of such requirements.

b. Passenger luggage will be carried on the Company's vehicle subject to these General Conditions of Carriage and any applicable Special Conditions. Passengers will be allowed to take onto a Company vehicle one or two medium sized suitcases or rucksacks (no more than 20kg per item) and one small piece of hand luggage. In this context, hand luggage means something that is capable of safely fitting in an overhead luggage rack or under seats. The Company shall have no obligation to carry luggage in excess of the permitted amount but will endeavour to do so where space permits. The Company will carry collapsible manual wheelchairs which can be stored in the luggage hold: special arrangements apply for battery

powered wheelchairs/ disabled scooters and reference should be made to our Code of Practice for Disabled Passengers. The Company may agree to carry, subject to available accommodation, additional luggage such as skis, surfboards and folding/dismantled bicycles, provided that they are packed in a suitable protective packaging. Fragile items such as electrical goods, portable televisions and radio will only be carried if they are of reasonable size and securely packaged. Drivers will load passenger luggage on or off coaches except where, in the reasonable opinion of the driver, any item of your luggage exceeds 20kgs, whereby the passenger will be responsible for the lifting of that item of luggage, on or off the coach.

c. The Company is not obliged to carry any of the following items of luggage, and passengers may not bring them onto any Company vehicle without the Company's permission: any weapons, explosives, drugs or solvents (other than medicines), live or dead animals, fish or insects, frozen items, prams, non folding pushchairs, bicycles which are not folded, or dismantled and wrapped, or any items which are in our opinion, unsafe, or may cause injury or damage to property, or which are considered by us to be unsuitable for carriage by reason of their weight, size, shape or character, or which are fragile or perishable, or items with sharp or protruding edges, or any item over 20kg in weight or any item which cannot be folded down or packaged to comply with Clause (a) above.

d. If a passenger takes any prohibited luggage onto any Company vehicle, listed (c) above, the passenger in question will be advised and the items will be removed from the Company vehicle immediately on discovery, and left outside the vehicle, wherever they may be situated. If a passenger has any doubts as to whether the Company will carry any particular item, the passenger should obtain the Company's written confirmation. If a passenger takes any prohibited items of luggage onto a Company vehicle the Company shall not be liable for any loss or damage occurring to such items for any reason whatsoever.

e. The Company shall be entitled to inspect all passenger luggage, for the purpose of ensuring compliance with the above requirements. The Company shall not be obliged to carry a passenger or the passenger's luggage, and shall be entitled to remove the said passenger from any Company vehicle, if a passenger refuses to submit to a search.

f. Passengers must pack all luggage safely and securely, and lock and fasten it, with a view to protecting luggage from loss, damage or interference, and to protecting any other property on a Company vehicle from being damaged by the passenger's luggage. All luggage which is given into the Company's custody should be clearly and appropriately labelled and include a contact telephone number where possible. The Company will not be obliged to carry any luggage which has not been properly packed or labelled. The Company reserve the right to involve the Police if it is felt that there are any security or safety issues.

g. Luggage, other than hand luggage, will be stored in any hold or other storage compartment on the Company vehicle and not in the passenger compartment of the coach.

h. Drivers will load and unload luggage, except as described in (b) above but it is the passenger's responsibility to ensure that their luggage is put on and taken off a Company vehicle, or at any hotel/accommodation where check-in arrangements apply. Except for any luggage stored in the hold of a coach, you must also look after your luggage at all times, including at any station and your hand luggage whilst on a coach.

i. Small valuable items should not be stowed in the luggage hold under any circumstances but should be taken on board a coach as hand luggage. Small valuable items includes money, medication, jewellery, precious metals, laptop computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports, visas, tickets and identification documents. Small valuable items may be placed in the overhead racks or under your seat, but should not be left unattended by the passenger. Where possible, small valuable items should be carried on a passenger's person.

j. If the Company is notified by a passenger that their luggage has been left behind or lost on a Company vehicle the Company shall take reasonable care of that luggage when it is located. 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 Legislation on request. All such storage will be at the risk of the passenger. The

Company may charge a reasonable administration fee for the storage and return of the passenger's lost luggage.

k. If the passenger has not collected lost luggage within 1 month of the Company receiving or finding it, the Company may dispose of the luggage in any manner described under The Public Service Vehicles (Lost Property) (Amendment) Regulations 1995, including by destruction or sale, and the Company shall be entitled to keep any sale proceeds. The Company shall be entitled to open and examine any left or lost luggage. If there are any items which the Company consider are dangerous or perishable, or otherwise unsuitable for storage, the Company shall be entitled to dispose of those perishable items within 48 hours of our receiving or finding such items.

l. Articles of lost property are not normally returned to the owner through the post, but the Company will undertake such arrangements when (a) satisfied that the owner can prove that they are the owner of the article(s) in question (b) that the owner arranges a courier service or similar at their own cost in advance. The Company will not be held responsible for any loss/damage to any article(s) transported via courier service or similar.

m. If a passenger on a Company vehicle locates luggage of another passenger deemed lost on a Company vehicle, that passenger must hand it over to a Company member of staff immediately.

n. If during any journey a passenger should lose any luggage, or any luggage is damaged, that passenger must notify a Company member of staff as soon as possible after discovering the loss or damage. The passenger concerned must confirm any loss or damage of luggage within 24 hours after the end of the journey by writing to the Lost Property Department at Express Motors, Llyfni Road, Penygroes, Caernarfon. Gwynedd. LL54 6ND, or email the Company at info@expressmotors.co.uk. If the passenger does not notify the Company as required of any loss or damage to that passenger's luggage then the Company will not be liable for that loss or damage.

o. The Company will take reasonable care of a passenger's luggage, and the Company will only be liable for any loss of or damage to luggage caused by the Company's negligence. The passenger should insure their luggage, especially if carrying valuable items, with reputable insurers against all usual and normal risks of loss or damage, to the full replacement value of the luggage, with no excess.

p. The Company accepts any personal property of the hirer and their passenger 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.

q. The Company does not accept liability for loss and/or damage to property, personal items or luggage left on any of its vehicles whilst unattended.

17. 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, Section 6, by the driver or, on the request of the driver, by any police constable. 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.

Please refer to the Company's General Conditions of Carriage for further details.

18. 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 occurrence. The Company will acknowledge all complaints within 14 working days and will normally reply fully within 28 days. Our full Complaint Procedure can be obtained from the Company on request.

19. Notices

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

20. Refreshment and 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 prior written consent from the Company.

21. Surcharges

Once a confirmation has been issued to the hirer, provided there are 28 days prior to the departure date, the Company reserves the right to pass on increases in the cost of fuel, taxes imposed by the Government of the UK and of other countries to be visited during the journey, road tolls, and foreign currency. No surcharges will be levied within 28 days of departure. On notification of such charges, 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.

If you require any information before you travel, or wish to confirm any of the points raised in this document, please contact us...

By telephone on 01286 881 108

Or you can write to us at:

Express Motors, Llyfni Road, Penygroes, Caernarfon. Gwynedd. LL54 6ND

Or fax us on:

01286 882 331

Or e-mail us at:

info@expressmotors.co.uk

Thank you for travelling with Express Motors

(26.02.14)