

Williams Coaches

Terms & Conditions of Private Hire

Williams Coaches, Cambrian Way, Brecon, Powys LD3 7BE 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 to in this document as a passenger/ passengers.

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) and 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.

Quotation

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. 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.

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, road tolls, and foreign currency. On notification of such charges, the hirer may cancel the booking subject to the scale of cancellation charges. The liability of the Company will be limited to the cost of the hire and any ancillary services supplied.

Use of the Vehicle and Variation

The hirer will not assume that the vehicle will remain at the destination for the hirers use between outbound and inbound journeys. The company reserves the right to levy additional charges for additional mileage or time to that agreed.

Driver's Hours

The hours of operation are regulated by law and, therefore, the company will agree the hours operation of the hire and these must be observed. Should the hirer or any passenger 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 the hirer will be responsible for any additional costs incurred unless it is outside the control of the hirer.

Seating Capacity & Vehicle to be Provided

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 seatbelts 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.

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 the appropriate rate will apply.

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

Conveyance of Animals

No animals (other than guide dogs and hearing dogs notified to the Company in advance) may be carried on any vehicle.

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 request a refundable deposit of £100 for evening/event hires. This will be refunded in full if the vehicle returns undamaged. The hirer will be liable for the cost of damage/soiling.

The Company reserves the right to add interest at a 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.

Confirmation

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

Cancellation by Hirer

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

Notice Given	Charges
14 days or more	0%
7-13 days	10%
3-6 days	25%
1-2 days	50%
Within 24 hours	100%

The cost of ancillary services that have been purchased by the company, at the request of the hirer, will be charged and payable in full.

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

Cancellation by the Company

In the event of any emergency or 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.

Breakdown and Delays

The Company gives its advice on journey times in good faith. In the event of a journey taking longer than predicted, for example as a result of a breakdown, traffic congestion etc, the Company will not be liable for any loss or inconvenience suffered by the hirer as a result.

Agency Arrangements

Where the Company hires in vehicles for 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.

Property & Luggage

All vehicles hired by the Company are subject to restrictions on carrying luggage for statutory safety reasons and the driver shall be the sole judge as to whether and to what extent passengers' property is carried.

The Company will take all reasonable steps to avoid loss or damage to property and luggage, however, the Company will not accept liability in this regard.

Drivers will load and unload luggage but it is the passenger's responsibility to ensure that their luggage is put on and taken off a Company vehicle.

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 depot, and will be subject to the current Public Service Vehicle (Lost Property) Regulations. All such storage will be at the risk of the passenger.

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.

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, Section 6. 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 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.

Seatbelts are to be worn at all times.

All vehicles are No Smoking.

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.

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

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 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 24 hours and will reply fully within 14 days. Our full Complaint Procedure can be obtained from the Company on request.

Guild Charter

In addition, and without prejudice to any other terms, Williams Coaches adopt the Guild Charter.

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:
01874 622223

Or you can write to us at:
Williams Coaches
Cambrian Way
Brecon
Powys
LD3 7BE

Or e-mail us at:
office@williams-coaches.co.uk