

ICT Coaches Ltd.

Conditions of Private Hire

1. APPLICATION

- These conditions and any special conditions apply whether a contract has been made verbally or in writing.
- The hirer (“you”, “your”) 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 whether or not they actually travel with the party for the actions and decisions of all the passengers on board including additional costs incurred in performing the contract.
- If the hirer is not travelling with the party, a representative from the passengers must be appointed and ICT Coaches Ltd. (“the company” “we” “us”) informed prior to the start of the hire. The company will only accept instructions from the hirer or their representative.
- Where a copy of these conditions has been given to the hirer at any time, or the hirer has been advised verbally or in writing on their quotation documents of the terms the making of 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:

- Calculated 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 company unless it has been particularly specified by the hirer in which case it will be clearly shown on the booking confirmation.
- Subject to a suitable vehicle being available at the time the hirer accepts the quotation.
- Valid for 28 days from the date of issue unless otherwise notified.
- for the coach(es) and driver(s) only
- Based on costs prevailing at the time the hirer accepts the quotation and are subject to any surcharges that may arise. See condition 6 - Surcharges.

Additional costs of the hire including but not limited to parking fees, road tolls and driver accommodation will be separately identified and will be the hirer’s responsibility unless otherwise agreed.

3. AGENCY ARRANGEMENTS

Where the company hires in vehicles from other operators at the request of the hirer and/or 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 and on behalf of the hirer. Any terms or conditions imposed by such

ICT Coaches Ltd.

Conditions of Private Hire

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 breach of such supplier's terms and conditions brought about by the hirer's actions.

4. ACCEPTANCE OF A QUOTATION

- Acceptance by the hirer of a quotation for a booking will normally only be accepted by the company in writing which is the only acceptable basis for any subsequent alterations. Confirmation of a booking by the company will be sent at the time of booking.
- Communications by e-mail between the hirer and the company shall be deemed to be in writing where the parties have confirmed or acknowledged receipt.
- Texts and messages and other similar methods of communication shall not be deemed to be in writing unless subsequently ratified by the parties as above.
- By accepting a quotation and paying a booking deposit this is deemed to be an acceptance of these terms and conditions.

5. PAYMENT

Any deposit requested by the company must be paid by the date stated in the booking confirmation, 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 8% per annum above base rate of the Bank of England, calculated on a daily basis, from the date by which the payment should have been made.

6. SURCHARGES

Once confirmation has been issued to a Hirer, providing there remains 30 days to the departure date, the Company reserves the right to pass on increases in the cost of fuel, taxes, etc. imposed by the Government of the UK and of other countries to be visited during the journey, including road tolls and foreign currency exchange rates. No surcharges will be imposed within 30 days of departure. On notification of such surcharges, the Hirer may cancel the booking subject to the scale of cancellation charges in Condition 7. The liability of the Company will be limited to the cost of the hire and/or any ancillary services provided.

7. CANCELLATION BY THE HIRER

The following scale of charges will apply for each vehicle hired in the event of cancellation by the hirer.

Notice Given	Cancellation Charge
15 days or more	Loss of deposit
10-14 days	Loss of deposit or 50% of hire charge whichever is the greater
6-9 days	Loss of deposit or 75% of hire charge whichever is the greater

ICT Coaches Ltd.

Conditions of Private Hire

Less than 6 days including the first day of or at any time during the hire period	100% of the hire charge
---	-------------------------

Tickets purchased for attractions, excursions, trips and shows are not refundable but can be transferred to alternate passengers. Non-recoverable costs paid on behalf of the hirer such as Channel crossings will also be payable. Please note any deposits taken are non-refundable.

In the event that a booked service is no longer required due to cancellation of an event or your unwillingness to travel despite no official Government or Foreign & Commonwealth Office advice not to travel, the payment and cancellation provisions of our standard terms and conditions will apply.

There is a minimum cancellation fee of £50 for administration, deductible from deposits paid, irrespective of cancellation notice period or to the value of any tunnel or ferry if booked on customers behalf, which we cannot refund.

8. 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 but not limited to adverse weather conditions or substantial increase in the net cost of fuel) 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.

9. OUR VEHICLE(S)

- The company will, at the time of booking, agree and specify the legal seating capacity of the vehicle(s) to be supplied. The hirer must not load the vehicle beyond this capacity.
- 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 hire subject to such substitutes being of at least equivalent quality.
- 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 nor that it will be available for the hirer's use while it is "parked up at any other time" unless this has been agreed with the company in advance.
- No animal (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.
- No bill, poster or notice is to be displayed on any vehicle without verbal or written consent of the company, driver or authorised person.
- The Company reserves the right to withdraw any toilet or refreshment facilities on a vehicle without notice.

ICT Coaches Ltd.

Conditions of Private Hire

10. ROUTES AND TIME VARIATION

- The driver will arrive punctually before your specified hire time and the vehicle will depart at times agreed by the hirer, and it is 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.
- The company reserves the right to levy additional charges for additional mileage or time to that agreed, if the client exceeds those stated on their confirmation or quotation documents, the charges will be pro-rata on an hourly and / or mileage basis.
- The company provides its advice on journey time in good faith. However, as a result of break down, extreme weather conditions 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.
- With the risks of cancellation or delay, the hirer may wish to consider independently obtaining insurance to cover for such risks for the group and/or individuals. We do not provide such insurance.

11. DRIVER'S HOURS

The hours of operation for the driver are regulated by law; and the hirer accepts the responsibility of ensuring that 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 times. 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 costs will be as in condition 5.

12. CONDUCT OF PASSENGERS INCLUDING HEALTH & SAFETY

- The driver is responsible for the safety of the vehicle at all times, and as such may remove any passenger whose behaviour prejudices that safety or constitutes nuisance to other passengers so as to affect safety or the reasonably expected level of comfort during the hire.
- All passengers are required to disembark from the vehicle when the driver is absent from the vehicle.
- The hirer is responsible for costs incurred relating to any damage caused by any passenger for the duration of the hire.
- All passengers must wear their seat belts whilst on the vehicle and abide by all information given and displayed.

ICT Coaches Ltd.

Conditions of Private Hire

- Smoking is not permitted at any time on any of our vehicles; this includes the use of substitute smoking materials such as electronic cigarettes or 'E cigarettes'. Anyone found smoking on our vehicles will be asked to disembark.
- Alcohol must not be consumed on our vehicles without prior consent from the company. The company reserves the right to refuse passage to any passenger if he / she is viewed to be unfit to travel or present a danger to themselves, other passengers or the driver.
- Passengers are required to ensure that mobile phones, music players, computer or other electronic devices do not cause a nuisance or disturbance to other passengers.
- Other than on a vehicle fitted expressly for the purpose, food and drink may not be consumed on the vehicle without prior verbal or written consent from the company. Passengers are not permitted to use servery or kitchen facilities.
- Cleaning of the vehicle as a result of excess mess or excess consumption (vomit or other bodily fluids) will incur a cleaning fee up of £100 minimum to a limit of £250. The company reserves the right to charge an additional deposit charge of £100 which will be refunded on satisfactory completion of the hire.
- All vehicles are fitted with spill kits, in the event of a kit being used due to sickness or injury, whether due to excess or an accidental cause, the company reserves the right to charge for the replacement of any used kit.
- All incidences of injury or illness occurring during the hire period must be reported to the driver without delay. Incidences will be recorded in an accident book maintained by the company.
- Passengers must not access the first aid kit (s) while the vehicle is in motion. In the event of serious illness occurring the driver must be informed so that a safe stop can be undertaken as soon as possible
- Passengers with any serious infectious or contagious disease including but not limited to: Influenza, Norovirus and other similar infections, or tuberculosis should not present themselves for travel. The driver is authorised to refuse to convey any passenger who does present themselves in contravention of this condition. (Note: The Company does not consider Common Colds (Coryza) or sore throats and similar minor respiratory ailments as serious infectious diseases.)
- Any unauthorised passenger handling or operating a fire extinguisher or an escape hammer except in the event of an emergency when such operation or handling is expedient will be required to immediately disembark from the vehicle.

13. CHILDREN AND YOUNG PEOPLE UNDER THE AGE OF 18

- If minors are travelling on the vehicle, they must under the supervision of a responsible adult or the Hirer or their representative. Where breaches in Health and Safety by children or minors occur, the parent or guardian will be responsible for their actions. In certain circumstances, this can result in the individual being refused travel in the future.
- All school groups must ensure that they understand their obligations for planning, supervision, approval and preparation of pupils etc. as set out in the DfES publication 'Health and Safety of Pupils on Educational

ICT Coaches Ltd.

Conditions of Private Hire

Visits ' (HASPEV). We can provide a company-based risk assessment to cover your hire of our vehicle. Please ensure that you have an adequate level of supervision to ensure that emergency exits on our vehicles have at least one adult staff member seated by them in case of emergency.

14. EXPRESS TERM

Where the hirer 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. Specifically Alcohol must not be carried or consumed on coaches to or from any Sporting Event. Police have the right to search and seize any alcohol carried by passengers.

15. PASSENGERS' PROPERTY

- All vehicles hired by the company are subject to restrictions on carrying luggage for statutory safety reasons.
- The company will not carry items including but not limited to: weapons and ammunition, explosives, fireworks, non-medicinal drugs, animals whether live or dead, chemicals or any other hazardous items.
- Where the hire includes conveyance of the vehicle and/or passengers on a train, ship aircraft or through a tunnel or any other restricted place and where operators of those services or places impose conditions on the types of luggage and effects that may be carried during such conveyance the hirer should ensure that all passengers are aware of and comply with such conditions. The company will not accept any liability for losses costs or other inconveniences rising from any such third-party conditions.
- The hirer accepts that the driver shall be the sole judge as to whether and to what extent passengers' property is carried. The hirer must tell the company in advance if there is a requirement for any large or bulky items to be carried and the company and/or driver reserves the right to refuse to carry such items.
- 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 the property is left unattended.
- The company liability for loss and damage to property, however caused, is limited to £500 per person and £30,000 in total in respect of anyone incident. The company will not pay the first £50 of each passenger claim subject to a maximum excess of £1,000 in respect of any one incident.
- In order to minimise disruption caused by any remedial actions passengers should report the loss or discovery of any property to the driver as soon as possible after the event. All articles of lost property recovered from the vehicle will be held at the company's registered address for one calendar month and one day from the end of the hire period after which items will be sold, donated to charity, recycled or disposed of as appropriate, any monies received from the sale of items will belong to the company. The company accepts no liability for any loss or inconvenience arising from its disposal of unclaimed property in accordance with this condition.

ICT Coaches Ltd.

Conditions of Private Hire

16. PACKAGE 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 Tours Regulations 2018 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 or loss or damage incurred that would have been the responsibility of the hirer if the hirer were the legally defined organiser or retailer.

17. 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 in full within 28 days.

ICT Coaches Ltd
Registered in England No. 11563087
Registered Office: Unit 4 Beech Avenue, Taverham, Norwich NR8 6HW United Kingdom
Telephone: +44 (0) 1603 868680 Mail to: enquiries@ictcoaches.co.uk
www.ictcoaches.co.uk

ICT Coaches Ltd is a member of The Confederation of Public Transport
www.cpt-uk.org

