

TERMS AND CONDITIONS OF HIRE

1. Although the Company will endeavour to complete journeys in the times required, and will offer advice at the time of booking, if asked to do so, on probable journey times, we cannot accept responsibility for the consequences of delays caused by circumstances or events which we could not foresee or are beyond our control, and will not be liable for any loss or inconvenience which may arise from the delay or detention of any vehicle arising from any cause whatsoever.
2. Our written confirmation of hire states the journey and times contracted for and upon which the agreed charge is quoted. Unless any particular route or arrangements have been agreed, the journey will be by the most direct route, with stops made at suitable points to satisfy the legal requirements regarding breaks and rest for drivers.
3. The Hirer undertakes to abide by all Statutory requirements and Regulations which may in any way affect the journey in question, particularly those relating to the conduct of passengers in Public Service Vehicles and driver's hours and, where appropriate, The Sporting Events (Control of Alcohol) Act 1985. Drivers will depart from the destination or from intermediate stopping places at the time agreed beforehand (or specified by the driver) and to ensure compliance with the Regulations on driver's hours will on no account wait for members of the party who may have failed to join the vehicle at the time specified. The Company will not be responsible for any loss, inconvenience, damage or injury arising from failure to convey any such member or members of the party.
4. The vehicle or vehicles are supplied for the purpose of the carriage of private parties. The hire must comply with the requirements of the Road Traffic Act relating to Contract Carriage.
5. No passengers in excess of the seating capacity of the vehicle may be carried. Seat belts should be used and child seats for children under 1.35 metres.
6. The hirer will be held responsible for any damage caused to the vehicle or vehicles as a result of negligence or any wilful act by any member of the party.
7. Whilst we take all reasonable care with passengers' luggage and other items (including clothing worn by passengers) which they may bring on our coach, we do not accept responsibility for any loss or damage caused to these items whilst on the vehicle. Personal insurance of luggage and valuables is strongly recommended.
8. Arrangements for hotel accommodation, meals and refreshments, and for the use of shuttles, vehicles, trains, ferries, aircraft, hovercraft or other means of conveyance operated by persons or bodies other than the Company, are made by the Company as agents of the hirer and are made on the express condition that the Company shall not be responsible for any loss, damage, injury, delay or inconvenience caused to passengers as a result of any such arrangements.
9. The Company reserves the right to substitute other operator's vehicles in lieu of its own on any journey or part thereof. The Company reserves the right to substitute a larger vehicle than that required for the journey. Additional payment will be required only if the extra seating capacity of the larger coach is used.
10. **CONFIRMATION/PAYMENT:** The confirmation details our understanding of your requirements, and summarises the service which we will supply. Please check the details to ensure they are correct, and notify us at once of any errors or changes. Any alterations to a booking are not guaranteed unless agreed and re-confirmed by us. The client should confirm that all details are correct by signing and returning the Acceptance copy of your confirmation, but irrespective of this being done THIS COACH HIRE IS CONFIRMED. Payment is required no later than seven days prior to the date of the hire, unless stated otherwise. Where other services are to be provided by, or arranged through, Horseman Coaches, the cost of these services is to be paid upon demand or at least one month prior to the date of hire. Theatre tickets, once ordered, cannot be returned. Cancellation of other services will incur charges in accordance with the terms of the supplier of those services.
11. **CANCELLATION:** If you should need to cancel your coach hire, please contact our offices, quoting the booking ID number and the details of your hire. You will be given a Cancellation Reference which you should note and retain in the event of any query or dispute regarding this cancellation. Please ensure that you obtain a Cancellation Reference, as this acts as your proof that you have requested the hire to be cancelled. You may cancel a coach hire at any time, but should you do so, the following scale of charges will apply:

DAY Hire Period of Notice	Charge	TOUR Hire Period of Notice	Charge
More than 7 days prior to hire	None	More than 28 days prior to hire	None
3 to 7 days prior to hire	25% of hire charge tour cost	14 to 28 days prior to hire	45% of
1 to 2 days prior to hire	50% of hire charge tour cost	7 to 13 days prior to hire	60% of
On the day of hire	75% of hire charge tour cost	Less than 7 days prior to hire	100% of 90% of hire charge
On arrival at departure point			

These scales of charges do not apply, for example, where in excess of five coaches are hired for the same job, or where a hotel and/or sea crossing is included in a hire and where their cancellation terms differ from our own standard terms.

In the event of a national emergency, force majeure, or any unforeseen or unavoidable shortage of drivers or coaches, we reserve the right to cancel any coach hire. We will give as much notice as the circumstances allow and return all monies paid by the hirer without deduction. In such circumstances, we will not be responsible for any loss or consequential loss such action may cause.

12. Prices shown on the confirmation are based on operating costs at the time of quotation and/or confirmation, and whilst every reasonable effort will be made to adhere to these prices, the Company reserves the right of revision in the event of increases in fuel prices, Government action, or other factors beyond the Company's control. The Company reserves its right to render additional charges in the event the hirer requires any journey to be lengthened or extended. The Company is under no obligation to undertake any request to lengthen or extend any journey.
13. All Horseman Coaches vehicles are designated 'Non-Smoking'.