

Masons Minibus & Coach Hire Ltd

Terms and Conditions As of 1st January 2023

In these Terms and Conditions, "The Company" refers to Masons Minibus and Coach Hire Ltd.

1. Application – These terms and conditions apply whether a contract has been made verbally or in writing. The hirer is responsible for the actions and decisions of all passengers on board including any additional costs incurred in performing the contract whether or not they travel with the party.

2. Quotations - Quotations are made subject to a vehicle suiting the hirer's requirements being available at the time of acceptance. Quotations are based on costs prevailing at the time and in accordance with details provided by the hirer. Quotations are based on payment being **made by card payment or bank transfer** cleared funds before the start of the hire. Unless otherwise stated admission charges, meals, accommodation, and parking charges for special events are not included in the quoted price.

All charges are exclusive of value added tax which will, if applicable, be payable in addition to the charges. Quotations are valid for 28 days subject to ongoing availability, unless otherwise notified. 50 % deposit is required on the day the quotation is accepted. Full payment is due 30 days before the booking date. Unless otherwise stated or agreed.

In unprecedented times, when there is an unexpected and significant increase in costs to the company, such as fuel costs rising, this cost will be applied to the clients booking. The client will be contacted ahead of travel and the cancellations terms will be applicable.

3. Use of The Vehicle – The hirer cannot assume the use of the vehicle between outward and return journeys, nor that will it re-main at the destination for the hirer's use unless this has been agreed with The Company. The Company reserves the right to levy additional charges for additional mileage or time to that agreed.

4. Seating Capacity – The maximum numbers allowed on the vehicle is indicated on the vehicle. No standing passengers allowed. No Passengers allowed in the courier seat. Drivers will not carry extra passengers over the seating capacity. All passengers must remain seated with their seatbelts correctly fastened whilst the vehicle is in motion unless using the washroom or catering facilities (if any). Passengers using the washroom or catering facilities or who for any other reason do not remain in their seats with their seatbelts fastened whilst the vehicle is in motion do so entirely at their own risk

5. Seat Belts – It is a requirement by law that all passengers remain seated whilst the bus is in motion and that seat belts are always worn. Hirers wishing to use child cars seats during the trip must confirm this at point of booking and it must be recorded on the booking confirmation. The company do not provide these and it is down to the hirer to check that can be suitably fitted.

6. Animals – Will not be carried on the vehicle, except guide dogs and by special permission of The Company.

7. Payment – A deposit of **50%** is payable at time of booking. The balance of the hire charge is payable **thirty** days prior to travel unless other payment terms are agreed with the company. Invoices are sent out at point of booking.

8. Cancellation by Hirer – If the hirer wishes to cancel the hire the following charges will be applied:

Up to 30 days prior to date of hire: 0%

Between 30 - 7 days prior to date of hire: 25%

Between 7 - 2 days prior to date of hire: 50%

Within 48 hours prior to hire: 100%

9. Cancellation by The Company – In the event of unforeseen events, prevailing circumstances or an emergency, or an action by the hirer to vary the agreed conditions, The Company may return all monies paid and cancel the contract.

10. Change of Vehicle – The Company may provide a larger vehicle than the size hired at no additional charge. The Company reserves the right to hire another Coach Operator to cover the hire.

Masons Minibus & Coach Hire Ltd
November 2022

Masons Minibus & Coach Hire Ltd
Terms and Conditions As of 1st January 2023

11. Route – The route used, unless the hirer has advised of a particular route or places to be passed en-route, which will be specified on the booking form, will be at the discretion of The Company and/or the driver. The vehicle will depart at the times stated 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 the passengers who fail to follow instructions given by the hirer or driver. Please do not keep the driver waiting. He may have other pick-ups to make, and any delays could cause other groups or parties to be inconvenienced. If you are late, the driver may have to leave you. However, at the driver's discretion, he may be prepared to wait but a charge of £10.00 will be levied for each 10 minutes delay (or part of).

12. Breakdown and Delay – Please allow plenty of time to reach your destination as The Company accepts no responsibility, nor can be held liable in any way whatsoever for delays due to traffic congestion, adverse weather conditions or other unforeseen circumstances beyond our control.

13. Driver's Hours – The hours of operation of the driver are regulated by the 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 passengers shall delay or otherwise interrupt the journey in such a way that the driver is at risk of breaching regulations relating to drivers' hours and duty time. If any breach is likely to occur the hirer will be responsible for any additional costs.

14. Property – The Company will undertake to transport a reasonable quantity of accompanying luggage. If however, in the judgement of the driver, the volume and weight is excessive The Company reserves the right to refuse the carriage of said luggage. The Company will use reasonable care to ensure luggage is transported safely and securely. Any articles of found property recovered from a vehicle will be held at the depot from where the vehicle is based and may be collected from there.

15. Insurance – All hirers and individual passengers are recommended to obtain insurance for those items where, save for negligence, The Company's liability is limited (such as delay or luggage).

16. Conduct of Passengers – The driver is responsible for the safety of the vehicle. Any passengers whose conduct is in breach of statutory regulations will be removed on the driver's authority. The hirer will be responsible for the conduct of all passengers and for all damages caused to the vehicle by passengers during the period of hire. The Company reserves the right to terminate any and all services to unruly and/or abusive passengers.

17. Complaints – All complaints should be brought to the attention of The Company as soon as possible in writing to:

Masons Minibus and Coach Hire Ltd. Unit 27 Old Airfield Industrial Estate, Cheddington Lane, Long Marston, Tring, Hertfordshire, HP234QR

info@masonscoachhire.co.uk

Complaints will be acknowledged within 48 hours and a formal response given within 14 working days.

18. Notices – No bill, poster or notice is to be displayed on any vehicle without prior consent of The Company.

19. Food and Drink – Food and drink is only to be consumed on the vehicle with the driver's permission. No greasy foods (pizzas, kebabs, chicken, burgers, chips etc.) are to be consumed or carried on the vehicle at any time. The Company reserves the right to charge a valeting fee for any soiling in our vehicles or damages caused by the hirer or passengers.

20. Alcohol – Under no circumstances may alcoholic drinks be carried on or consumed upon the vehicle without the express permission of The Company in writing. It is illegal to carry alcoholic beverage on any bus/coach travelling to certain sporting events.

In the event of travel sickness due to alcohol, a £100.00 cleaning charge is payable to the driver on demand at the time of the incident.

Masons Minibus & Coach Hire Ltd
Terms and Conditions As of 1st January 2023

21. Smoking and Illegal Substances – All minibuses, coaches and buses are non-smoking vehicles by law. The Company will not be held responsible for the transportation of any illegal substance or articles in the vehicles. Any client doing so will have the hire contract terminated immediately without refund.

22. Surcharges – Any additional charges such as toll fees, congestion charges, parking charges and accommodation charges etc. are payable by the customer.
The hirer will be held responsible for any and all damage to vehicles owned by The Company, or any other vehicles used by The Company, howsoever caused by the hirer(s) or their passengers to the value of up to £200 or the cost of clean-up, repair, or replacement with new, whichever is the greater. This includes but is not restricted to sickness, spillage stains, cigarette burns and fabric tears.

23. Drivers – The vehicles belonging to The Company are only insured for drivers employed by Masons Minibus and Coach Hire Ltd. No other person may drive the vehicles under any circumstances.

24. Law – The driver will use his/her judgement to drive at a reasonable speed in relation to the prevailing road type and conditions. Under no circumstances should the driver be encouraged to drive or act outside the law, PSV law or The Highway Code.

25. European travel – Where requested, the company will manage the booking of crossings, tolls, driver accommodation and meals to meet the itinerary of the hirer. These will be quoted in the initial quotation prior to booking. An additional deposit may be required if expected by the crossing or the hotel.
Please note, the company have experienced challenges with crossings and reserve the right to take the most appropriate action to fit with your itinerary. On occasions there are additional unplanned charges that will be passed to the hirer.