



Terms & Conditions

Applications. These conditions apply whether a contract has been made in writing or verbally. The hirer acts on behalf of all the passengers travelling on the vehicle/s. The hirer is responsible for the actions and decisions of all passengers

Quotations. Quotations are given on the basis of the most direct route. The route 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.

Use and Retention of Vehicle. The hirer cannot assume use of the vehicle between outward and return journeys, nor to remain at the destination for the hirer's use unless this has been agreed with the company in advance.

Route and Time Variation. The company reserves the right to levy additional charges for mileage or time other than that agreed. 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.

Drivers 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 passengers 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.

Late Departures. Late departures on the return leg caused by the customer(s) can be charged at a minimum of £25.00 per hour.

Seating Capacity. The company will specify the legal seating capacity of the vehicle. The hirer must not load the vehicle beyond this capacity. Drivers will not carry any extra passengers over the seating capacity of the vehicle.

DVD/Video's It is the responsibility of the hirer to obtain the necessary copyright permissions for any DVD/Videos played on the coach. Under the Copyright, Designs & Patents Act 1988 failure to comply risks a maximum civil penalty of £5,000 and/or six months imprisonment. Messengers Coaches Limited will not be held responsible for this.

Refreshments and Alcoholic Drinks. Only food & beverages provided by the company may be consumed on the vehicle without prior written consent from the company.

Seatbelts. It is a legal requirement for seatbelts to be worn; insurance may be void if not worn.

Smoking. All coaches are non-smoking by law.

Passengers' Property 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.

b. 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 Company will not accept liability for any damage or loss of any property, which belongs to any passengers and is left on a vehicle.

c. 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. Such articles will be held for a period of 2 months after which they will be disposed of.

Conveyance of Animals. No animals (except guide or hearing dogs notified to the company in advance) may be carried without prior written agreement from the company.

Confirmation. Written confirmation by the company is the only basis for the acceptance of a hiring or for subsequent alteration to its terms.

Payment. A deposit of 20% of the hire fee (minimum £30) is payable on booking the vehicle with the balance due 7 days before the date of the hire (10 days for cheques) unless the Company has agreed in writing to vary this condition. Any deposit must be paid by the date stated and payment in full must be made prior to the hire unless otherwise agreed by the company. For account customers the company reserves the right to add 2% compound interest per calendar month, after the date by which payment should have been made.

Invoices can be paid direct to:

NatWest
92 English Street
Carlisle
CA3 8NF
Account No – 10086978
Sort Code – 60 04 30

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

PERIOD OF NOTICE	COACH HIRE CANCELLATION CHARGE
14 or more days prior to hire	0% of hire charge
8 to 14 days prior to hire	10% of hire charge
2 to 7 days prior to hire	25% of hire charge
Day of hire	100% of hire charge

b. The cost of accommodation, meals and tickets which have 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. Tickets once purchased are not returnable and must be paid in full.

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

Cancellation by the company. In the event of any emergency, riot, civil commotion, strike, lockout, stoppage or restraint of labour or 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 return all money paid and without further or other liability, cancel the contract.

Vehicle to be provided. The company reserves the right to provide a larger vehicle than that specified at no additional charge unless any extra seats are used. The company reserves the right to substitute other vehicles of similar quality (including those of other operators) for all or part of the hiring.

Breakdown and Delays. The company gives 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 the company will not be liable for any loss suffered by the hirer as a result.

Conduct of passengers a. The on-board staff are responsible for the safety of the vehicle at all times and 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. The hirer is responsible for any damage caused to the vehicle by any passenger for the duration of the hire, and a cleaning & sanitisation fee of £50.00 minimum will be charged for excessive mess and/or vomiting.

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, and the conditions of entry to racecourses as laid down by the Race Course Association Ltd.

c. The driver has the right to remove (or request a police officer to remove) any passenger who he/she feels is a threat to the safety of the coach, passengers or crew.

Complaints. In the event of a complaint, the hirer should seek a solution at the time by asking for assistance from the on-board staff or from the company. If this has not provided a remedy, complaints should be submitted in writing within 14 days of the termination of the hire.

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

Surcharges Providing there are 30 days prior to the departure date, the company reserves the right to pass on increases in the cost of fuel, taxes imposed by the Governments of the UK. No surcharges will be levied within 30 days of departure. On notification of such surcharges, the hirer may cancel the booking subject to the scale of cancellation charges shown above. The liability of the company will be limited to the cost of the hire and any ancillary services supplied.