

**THESE CONDITIONS APPLY WHETHER A CONTRACT HAS BEEN MADE VERBALLY OR IN WRITING**

**1. APPLICATION**

The hirer acts on behalf of all the passengers travelling on the vehicles. If the hirer is a company, group or partnership, an individual must be named as a responsible person. The hirer is responsible for the actions and decisions of all passengers on board, including any additional costs incurred in performing the contract, whether they travel with the party or not. If the hirer decides not to travel with the party, a representative must be chosen, and Star Coaches should be notified of this prior to the journey commencing. Star Coaches will only take instructions from the hirer or the nominated representative. Where a copy of these conditions has been given to the hirer at any time, or the hirer has been advised verbally of all significant terms, making a booking will be deemed to signify acceptance of them. If the hirer makes a booking without receiving these conditions and without being advised of these terms verbally, the hirer may cancel the journey without liability within 48 hours of receiving the conditions.

**2. QUOTATIONS**

Quotations are given based on the direct route and on information provided by the hirer. The route used will be at the discretion of Star Coaches unless it has been particularly specified by the hirer, in which case it will be clearly stated on the confirmation. All quotations are given subject to Star Coaches having an available and suitable vehicle at the time the hirer accepts the quotation. Quotations are valid for 28 days unless otherwise notified.

**3. USE OF THE VEHICLE**

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 unless this has been agreed with Star Coaches in advance.

**4. ROUTE AND TIME VARIATION**

Star Coaches reserves the right to levy additional charges for additional mileage or time to that agreed. The charges will be pro-rata and in accordance with the formula applied to calculate the original cost of the hire. 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. Star Coaches will not accept liability for any losses incurred by passengers who fail to follow instructions by the hirer.

**5. 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 Star Coaches. Neither the hirer or any other passenger shall delay or otherwise interrupt the journey in such way that the driver is at risk of breaching regulations relating to driving hours and duty time. The calculation of any additional costs will be as in condition 4, plus the cost of any additional staff required.

**6. SEATING CAPACITY**

Star Coaches 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.

**7. CONVEYANCE OF ANIMALS**

On a private hire, no animals (other than assistance dogs notified to Star Coaches in advance) may be carried on any vehicle without prior agreement from Star Coaches.

## 8. CONFIRMATION

Normally, written confirmation by Star Coaches is the only basis for the acceptance of a hiring or for a subsequent alteration to its terms, or a cancellation.

## 9. PAYMENT

Any deposit requested must be paid by the date stated and payment in full must be made at least 14 days prior to the journey commencing unless otherwise agreed by Star Coaches. If payment is not made in accordance with this agreement, Star Coaches reserves the right to charge Statutory Interest on the overdue balances for the period from the date on which payment became due until the date on which payment is made including any period after the date of any judgement or decree against the customer. In addition, each overdue invoice will attract a late payment compensation fee of £100. In this clause "Statutory Interest" means statutory interest as defined in the Late Payment of Commercial Debts (Interest) Act 1998 as amended & supplemented by the Late Payment Commercial Debts Regulation 2002.

Under certain circumstances the payment of a bond may be requested. The bond will be refunded providing that in the opinion of Star Coaches, the coach returns from hire in a reasonable condition, requires no additional cleaning which renders the vehicle unusable, and no damage has been caused.

## 10. CANCELLATION BY THE HIRER

If the Hirer wants to cancel any agreement, Star Coaches reserve the right to apply the following scale of charges in relation to the total hire charge.

<i>Notice Given</i>	<i>Cancellation Charge</i>
10 days or more prior to the journey	Up to £400 per coach
1 – 10 days prior to the journey	75% of hire
Day of Hire	85% of hire
Upon Coaches Arrival	100% of hire

\*Cancellations due to inclement weather will be subject to the above charges.

## 11. CANCELLATION BY STAR COACHES

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 Star Coaches has no control (including adverse weather or 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.

## 12. VEHICLE TO BE PROVIDED

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

Where additional facilities have been requested (Wheelchair access, toilets, USB charging, etc) Star Coaches will do its utmost to provide these but will not be held liable if the request cannot be made or if they fail on the day of the hire.

### 13. BREAKDOWN AND DELAYS

Star Coaches gives it advice on journey time in good faith. However, as a result of a breakdown, traffic congestion, or other events beyond the reasonable control of Star Coaches, journeys may take longer than predicted and in those circumstances Star Coaches will not be liable for any loss or inconvenience suffered by the hirer as a result.

### 14. AGENCY ARRANGEMENTS

Where Star Coaches hires vehicles from other operators at the request of the hirer and where Star Coaches 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 Star Coaches shall, insofar as they are supplied to the hirer, be binding on the hirer as if they had directly contracted such services and the hirer shall indemnify Star Coaches against any loss, claim, damage or award in respect of breach of such suppliers' terms and conditions brought about by the hirers action.

### 15. PASSENGERS' PROPERTY

All vehicles hired by Star Coaches 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. Large bulky items may not be able to be carried, and the hirer should take all steps to notify Star Coaches in advance of such requirements.

Star Coaches 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. Then hirer should notify Star Coaches or the driver if items of exceptional value are to be carried on the vehicle. It is the hirers responsibility to minimise risk of loss when property is left unattended.

Star Coaches liability for loss and damage to property, however caused, is limited to an overall limit of £500.00 (overall claim value) maximum per passenger subject to £50.00 excess. It is the responsibility of the hirer to ensure that items over this value are insured separately for loss and damage.

The limits in this section do not apply to personal injury claims.

All articles of lost property recovered from the vehicle will be held at Star Coaches premises where the vehicle is based and will be subject to the current Public Service Vehicle (Lost Property) Regulations. Star Coaches will provide details of this legislation on request.

### 16. 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 or Passengers) Regulations 1990. These regulations set out certain rights and responsibilities on all parties and full details of these can be obtained from Star Coaches on request. 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 racecourses as laid down by the Racecourse Association Ltd.

1. It is the law that passengers in the UK must wear seatbelts at all times (where fitted) whilst travelling on a Public Service Vehicle. It is the hirers responsibility to ensure that their party are fully aware of this fact. Fines can be imposed for this offence and the company will accept no responsibility for this. This and signs, where fitted on vehicles, are deemed by law as acceptable notice to the hirer of the relevant legislation and neither the driver of the vehicle or Star Coaches will be held responsible in any way for a passenger's failure to comply with this notice.
2. All vehicles provided by Star Coaches are strictly "No Smoking" in all areas.
3. Star Coaches reserves the right to insist upon a returnable additional deposit being provided by the hirer in addition to the hire charge. This deposit will be returned to the hirer following completion of the hire provided that no additional expenses were incurred by the company which were a direct result of the hirers, or their passengers' actions. The hirer must contact the company to request the refund.
4. Star Coaches reserve the right to impose additional charges on the hirer following completion of the hire if the passengers have left the vehicle in an unreasonably untidy condition or having required additional time or mileage which was not included for in the original booking.

## 17. SURCHARGES

Once confirmation has been issued to the hirer, providing these are 15 days prior to the departure date, Star Coaches reserves the right to pass on the increases in the cost of fuel, taxes imposed by the Government in the UK and of other countries to be visited during the journey, road tolls and foreign currency. No surcharges will be levied within 15 days of departure. On notification of such surcharges, the hirer may cancel the booking subject the scale of cancellation charges shown in section 10. The liability of the company will be limited to the cost of the hire and any ancillary services supplied.

## 18. COMPLAINTS

In the event of a complaint about Star Coaches services, the hirer should endeavour to seek a solution at the time by seeking assistance from the driver or from Star Coaches. If this has not provided a remedy, then complaints should be submitted in writing and within 7 days of the termination date of hire. Star Coaches will acknowledge all complaints within 14 days and will normally reply fully within 28 days.

## 19. NOTICES

No bill, poster or notice is to be displayed on any vehicle without the written consent of Star Coaches.

## 20. REFRESHMENT AND ALCOHOLIC DRINKS

Food (except confectionary) and drink may not be consumed on the vehicle without prior written consent from Star Coaches. Alcohol can only be consumed with consent from the driver, and he may rescind his decision at any time.

## Special Conditions Regarding Sporting Events

Vehicles hired for journeys to and from Sporting Events are strictly controlled by the following conditions and enforced by the statute:

- a. The Sporting Events (Control of Alcohol) Act 1985 Section 1 makes it an offence for alcohol to be carried on public service vehicles for the principal purpose of carrying passengers for the whole or part of a journey to and from a designated sporting event in England and Wales (for Scotland see below). Under Section 1 (2) the operator of the vehicle, the hirer of the vehicle, their servant or agent are all liable to prosecution if they knowingly cause or permit intoxicating liquor to be carried on the vehicle. Section 1 (3) makes it an offence for a person to be in possession of alcohol while on the vehicle. A person who is drunk on the vehicle is committing an offence under Section 1 (4).

The Police are given powers under Section 7 (3) to stop and search a vehicle if they suspect that the law is being infringed.

Heavy penalties with maximum fines up to £1000 and a possible prison sentence, in certain circumstances can be imposed on summary conviction.

Similar regulations apply in Scotland to public service vehicles used for Sporting Events as contained in the Criminal Justice (Scotland) Act 1980.

- b. Coaches are not to arrive at the sporting venue no earlier than 2 hours and no later than 1 hour before the scheduled kick-off
- c. Coaches must not stop within 10 miles of the venue or at premises where intoxicating liquor is available.
- d. Departure from the event must be within 1 hour of the final whistle.