

MACKIES COACHES OF ALLOA
BOOKING TERMS AND CONDITIONS

Mackies Coaches of Alloa

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Mackies Coaches appreciates that you have chosen to travel with us either by coach or bus, and our aim is to try to make sure that your journey is safe and comfortable in a clean, reliable vehicle. This document contains the Conditions under which we carry you and applies to anyone who travels on one of our buses or coaches.

OPERATORS LICENCE

Mackies Coaches of Alloa PM 0001736

A copy of this Operating Licence is available on request

1. APPLICATION

These conditions apply whether a contract has been made verbally or in writing.

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 the passengers on board including any additional costs incurred in performing the contract, whether or not they actually travel with the party.

If the hirer is not going to travel with the party, a representative must be chosen, and the company informed prior to the hire taking place. The company will only accept instructions from the hirer or their 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 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 given on the basis of the 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 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.

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 the company in advance.

4. ROUTE AND TIME VARIATION

The company 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 used to create the charter fee.. The vehicle will depart at the times agreed 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 passengers who fail to follow instructions given 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 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 time. 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 additional costs will be as in condition 4.

6. SEATING CAPACITY

The company 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 may be carried on any vehicle without prior agreement with the company. Guide dogs, hearing dogs or other assistance dogs accompanying a registered disabled person may be carried if notified to the company in advance. These dogs should be wearing their harness and identifying jacket when travelling.

8. CONFIRMATION

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

9. PAYMENT

Any deposit requested must be paid by the date stated, 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 charge 2% compound interest per month or part of a month on invoices not paid within our stated terms.

10. CANCELLATION BY HIRER

- (a) If the hirer wishes to cancel any agreement, the following scale of charges will apply in relation to the total hire charge.

NOTICE GIVEN	CHARGE	
	SINGLE VEHICLE	MORE THAN ONE VEHICLE
10 days or more	none	50% of hire
6-9 days	10% of hire	60% of hire
3-5 days	25% of hire	70% of hire
1-2 days	50% of hire	85% of hire
Day of hire before arrival of coach at departure point	Minimum 85% of hire	Minimum 85% of hire
At or after arrival of coach at departure point	100% of hire	100% of hire

- (b) The cost of the accommodation, meals and theatre tickets which have already 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
- (c) Cancellation due to inclement weather conditions will be charged as above
- (d) Theatre tickets (or any other such ancillary service) once purchased are not returnable and must be paid in full.
- (e) In the case of a contract hire for a period of time, the cancellation period will be negotiated with the company and will be shown in a letter of confirmation at the time of booking.

11. 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 adverse weather and 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

- (a) 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
- (b) The company reserves the right to substitute another vehicle (including those of other operators) or ancillary services for all or part of the hiring subject to such substitutes being of at least equivalent quality

13. BREAKDOWN AND DELAYS

The company gives its advice on journey times 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 in those circumstances the company will not be liable for any loss or inconvenience suffered by the hirer as a result.

14. AGENCY ARRANGEMENTS

Where the company hires in vehicles from other operators at the request of the hirer and 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 and conditions imposed by such 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 a breach of such supplier's terms and conditions brought about by the hirer's action.

15. PACKAGE TRAVEL 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 Travel, Package Holidays and Package Tour Regulations 1992 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 for loss or damage incurred that should have been the responsibility of the hirer if the hirer was the legally defined organiser or retailer.

Where the company agrees to act as an organiser or retailer, it will issue separate conditions of trading relating to its liabilities and responsibilities under the Regulations.

16. 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. Large bulky items may not be able to be carried, and the hirer should take all steps to notify the company in advance of such requirements. Gangways, doorways and emergency exits must not be obstructed
- (b) The company accepts any personal property of the hirer and their passengers on the understanding that the hirer 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 property is left unattended,
- (c) The Company will pay for loss of or damage to personal effects of any passenger of the Insured vehicle while in or on the Insured vehicle or in any trailer attached to the Insured vehicle. The maximum we will pay is £500 to any one passenger and £30,000 in total in respect of any one incident. We will NOT pay the first £50 of each passenger claim subject to maximum of £1000 in respect of any one incident. It is the responsibility of the hirer to ensure that items over this value are insured separately for loss and damage.
- (d) The limits in this section do not apply to personal injury claims

- (e) All articles of lost property recovered from the vehicle will be held at the company's premises where the vehicle is based, and will be subject to the current Public Service Vehicle (Lost Property) Regulations. The company will provide details of this legislation on request,
- (f) Details of the company's insurance policy can be provided on request

17. CONDUCT OF PASSENGERS

- (a) 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 and passengers) Regulations 1990. These regulations set out certain rights and responsibilities on all parties, and full details can be obtained from the company on request. The hirer is responsible for any damage caused to the vehicle by any passenger during the duration of the hire.
- (b) Passengers must remain seated and wear seat belts provided when the vehicle is in transit, except when using the emergency on board toilet facilities
- (c) It is not permitted to smoke any cigarette, e cigarette or any other product on our vehicles at any time
- (d) Passengers are requested not to get up from their seat to disembark until the vehicle is stationary or is stationary at its destination. Passengers should be encouraged by the hirer to familiarise themselves with emergency exits and procedures.
- (e) Any specialist needs for passengers who may have a disability must be defined at the time of reservation. All liabilities relating to the assistance and well being of disabled passengers must remain with the Client or the Clients representative. In the absence of a specific disclaimer, the acceptance of the Terms indemnifies the Company from any such claim

18. DESIGNATED SPORTING EVENTS

Where the hire is to a live 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. The company will provide details of these restrictions on request. As a Company we are aware of our legal obligations under Part 5 of the Criminal Justice (Scotland) Act 1980 and also of part 2 Criminal law (Consolidation) (Scotland) Act 1995 that outlines penalties and convictions which may be levied against passengers, drivers and operators. The Company has a robust alcohol policy and procedures in place which are available on request / or will be provided to you if your destination is a designated Sporting Event. These procedures will be enacted and evidenced throughout the totality of any such hire. The hirer must accept and understand their legal responsibilities at the time of booking for any such trip.

19. PARKING

The Company reserves the right to park the vehicle only in areas defined by the Road Traffic regulations or by Local Authorities which govern the parking of coaches

20. 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 the company. If this has not provided a remedy, complaints should be submitted in writing or email within 14 days of the termination of the hire. The company 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 the company.

20 REFRESHMENT AND ALCOHOLIC DRINKS

Other than on a vehicle fitted expressly for that purpose, food (except confectionery) and drink (including alcoholic beverages) may not be consumed on the vehicle without the prior consent of the company. Any 'on board services' provided by the Company are without prejudice and liability. The Company is indemnified by the Client against any claim or injury, directly or indirectly related to the provision of 'on board services', toilet facilities, hot and cold drinks & food, audio and visual facilities.

21. SURCHARGES

Once a confirmation has been issued to the hirer, 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 and of other countries to be visited during the journey, road tolls, and foreign currency. 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 in paragraph 10. The liability of the company will be limited to the cost of the hire and any ancillary services supplied.

22. PRIVACY NOTICE

We are committed to respecting your privacy and protecting your personal information. Our privacy Policy is available on our website or on request from the company

23. SEE ALSO TERMS AND CONDITIONS OF TRAVEL DOCUMENT

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