



TETLEY'S MOTOR SERVICES LIMITED, T/A TETLEY'S COACHES AND RIDINGS COACHES
76 GOODMAN STREET, LEEDS, LS10 1NY. TEL 0113 2762276

www.tetleyscoaches.co.uk www.ridingscoaches.co.uk sales@tetleyscoaches.co.uk sales@ridingscoaches.co.uk

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 will be deemed to signify acceptance of them. Where a hirer makes 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 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. 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 plus the cost of any extra staff required.

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 (other than assistance dogs notified to the Company in advance) may be carried on any vehicle without prior written agreement from the Company.

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, 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 travel unless otherwise agreed by the Company. The Company reserves the right to add interest at the rate of 2% per annum above the base rate of the Bank of England, calculated on a daily basis, from the date by which payment should have been made.

Under certain circumstances the payment of a bond may be requested. The bond will be refunded providing that in the opinion of the Company, 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 Hirer (See note B)

All Cancellations must be made in writing.

A. If the hirer wishes to cancel any agreement, the Company reserves the right to apply the following scale of charges in relation to the total hire charge.

Notice given	Single vehicle charge	More than one vehicle charge
14 days or more	None	50% of hire
3-14 days	10% of hire	60% of hire
1-2 days	25% of hire	70% of hire
1 day	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 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 charged as above. Theatre and venue tickets* once purchased are not returnable and must be paid in full (*or other such ancillary service).

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

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. The Company 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, microphones etc) the company will do it's 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

The Company gives its 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 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 (see note C)

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 Tours 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 injury, 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

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.

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 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.

The Company’s liability for loss and damage to property, however caused, is limited to an overall limit of £500 (overall claim value) maximum per passenger subject to £50 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 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.

17. 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 and Passengers) Regulations 1990. These regulations set out certain rights and responsibilities on all parties and full details of these can be obtained from the Company 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 race courses as laid down by the Race Course Association Ltd. The Company will provide details of these restrictions on request.

- 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 the Company will be held responsible in any way for a passengers failure to comply with this notice.
- 2) All vehicles provided by the Company are strictly “No Smoking” in all areas.
- 3) **Returnable Additional Deposits** - The company 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 his passengers actions. The Hirer must contact the company to request the refund.

- 4) **Additional Charges** - The company 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.

18. 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 from the Company. If this has not provided a remedy then complaints should be submitted in writing and within 7 days of the termination date 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

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

Tetley's Motor Services Limited Privacy policy

Privacy policy

This privacy policy explains how we use any personal information we collect about you.

What information do we collect about you?

We collect information about you when you make a booking. We also collect information when you voluntarily complete customer surveys, provide feedback and participate in competitions. **No** website information is collected using cookies.

How will we use the information about you?

We collect information about you to process your booking and manage your account. We shall **not** share your personal information with companies outside Tetley's Motor Services Limited. In processing your order, we may send your details to, and use information from credit reference agencies and fraud prevention agencies.

Marketing

We will **not** send you information about services of ours unless you specifically request that information.

Access to your information and correction

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all your personal information, please email sales@tetleyscoaches.co.uk or write to us at Tetley's Motor Services Limited, 76 Goodman Street, Leeds LS10 1NY.

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

Cookies

Tetley's Motor Services Limited's website does **not** use cookies. Cookies are text files placed on your computer to collect standard internet log information and visitor behaviour information. This information is used to track visitor use of the website and to compile statistical reports on website activity.

Other websites

Our website contains links to other websites. This privacy policy only applies to this website so when you link to other websites you should read their own privacy policies.

Changes to our privacy policy

We keep our privacy policy under regular review and we will place any updates on our website. This privacy policy was last updated on 19 March 2018.

How to contact us

Please contact us if you have any questions about this policy or information we hold about you, by email at sales@tetleyscoaches.co.uk or in writing to Tetley's Motor Services Limited, 76 Goodman Street, Leeds LS10

Special Conditions Regarding Sporting Events

Vehicles hired for journeys to and from Sporting Events are strictly controlled by the following conditions 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 used 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 of 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.