

**Tetley's Motor Services LTD,
76 Goodman Street
Hunslet Leeds LS101NY
Part of the First Bus group of companies**

TERMS AND CONDITIONS OF PRIVATE HIRE

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1. Application

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

1.2 The organisation or person hiring the vehicle from the Company is referred to as the "Hirer". The Hirer acts on behalf of all the passengers traveling on the vehicles. If the Hirer is a company, group or partnership, an individual must be named as a responsible person who will be the Hirer's representative. 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.

1.3 If the Hirer is not going to travel with the party, a representative must still be chosen, and the Company informed prior to the hire taking place.

1.4 The Company will only accept instructions from the Hirer and their nominated representative.

1.5 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 Company within 48 hours of receiving these Conditions. Otherwise, the Hirer will be deemed to have accepted these Conditions.

2. Quotations

2.1 Quotations are given on the basis of the information provided by the Hirer, and unless otherwise stated, are given for the hire of the vehicle and driver for the journey(s) specified.

2.2 Quotations are provided by the Company on the basis of the direct route to the destination specified by the Hirer and on other information provided by the Hirer. The exact 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. It may not be possible to meet the route particulars specified by the Hirer due to restrictions imposed by height, weight or length limits, vehicle prohibitions or traffic regulation orders in which case the Company will advise the Hirer before the booking is confirmed.

2.3 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 from date of issue to the Hirer unless otherwise notified.

2.4 Quotations are given for coach and driver only. Any additional charges (for example but not limited to parking and road tolls) will be separately identified and will be the Hirer's responsibility unless otherwise stated.

3. Use of the Vehicle

3.1 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.

3.2 For single journey hires, the contract ends at the destination.

4. Route and Time Variation

4.1 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 or as otherwise advised on the booking confirmation.

4.2 The hire vehicle(s) 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.

4.3 The Company will not accept liability for damage or loss to any passenger entering or leaving the coach whilst in motion.

5. Drivers' Hours

5.1 All private coach hire driving is strictly regulated by law, and the Company will not accept any hire that does not comply with Drivers Hours Regulations. Once agreed, it is the Hirer's responsibility to ensure that the journey shall not be delayed or interrupted in such a way that the driver is at risk of breaching these Regulations, including any actions by the Hirer or any passenger. If any breach of the Regulations is likely to occur the Hirer will be responsible for any additional costs incurred, unless it is entirely outwith the control of the Hirer.

5.2 The agreed hours of hire must be strictly observed (other than in a case of serious emergency or diversion) to enable Regulations governing drivers hours and rest periods to be complied with. The Company reserves the right to curtail or alter any hire which does not comply with the Drivers Hours Regulations. If any action on the part of the Hirer or any passenger shall delay the departure of a vehicle or interrupt the journey so as to put the driver at risk of breaching the Regulations the Hirer will indemnify the Company against expenses incurred by the Company including, but not limited to, the cost of providing a replacement driver.

5.3 The calculation of any additional costs will be as specified in condition 4 plus the cost of any additional administration time required.

6. Seating Capacity

6.1 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 seating capacity or maximum permitted axle weight including luggage (see section 15).

7. Conveyance of Animals

7.1 On a private hire, no animals (other than bona fide assistance animals notified to the company in advance) may be carried on any vehicle without prior written agreement from the company. An assistance animal is a dog or other animal which has been specifically trained to assist a person with a disability and which has been certified by /one of the charitable organisations registered as members of Assistance Dogs (UK).

8. Confirmation

8.1 Written confirmation by the Company is the only basis for the acceptance of a hire or for any subsequent alteration to its terms, or cancellation of a hire.

8.2 It is the written confirmation issued by the Company that forms the contract with the Hirer and details the particulars of the hire. In the event of any conflict between this confirmation and the original quotation provided by the Company the written confirmation will take precedence.

8.3 You should check the confirmation details carefully and notify us immediately of any errors or amendments.

9. Payment

9.1 Unless credit facilities have been previously agreed in writing between the Company and the Hirer, payment for all private hires must be received 14 days prior to departure. Hires booked within 14 days of departure are payable upon receipt of our confirmation.

9.2 Any deposit requested must be paid by the date stated, and payment in full must be made before at least 14 days before the start of the hire 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 until the date in which the payment is made.

9.3 Under certain circumstances the payment of a bond may be required. The bond will be refunded providing that in the opinion of the Company the hired vehicle(s) returns from hire in a reasonable condition, requires no additional cleaning which renders the vehicle(s) otherwise unusable, and no damage has been incurred by the vehicle.

10. Cancellation by Hirer

10.1 All cancellations must be made in writing. If the Hirer wishes to cancel any agreement, the Company reserves the right to apply the following scale of charges will apply in relation to the total hire charge.

For a single coach hire

Notice of cancellation	Charge to Hirer
10 days or more	Nil
6-9 days	10%
3-5 days	25%
1-2 days	50%
<1 day or at time of hire	100%

For multiple coach hire (multiple coaches hired for the same trip on the same day)

Notice of cancellation	Charge to Hirer
10 days or more	50%
6-9 days	60%
3-5 days	70%
1-2 days	85%
<1 day or at time of hire	100%

10.2 Cancellation due to inclement weather conditions may be charged as above.

10.3 Cancellation due to the cancellation of an event may be charged as above.

10.4 The cost of accommodation, ferries, 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, and must be paid in full. These costs do not constitute part of the cost of the hire and the contract for their supply is directly with the supplier, not the Company. In the event of cancellation the Hirer may pursue the refund of costs of such items directly with their supplier.

11. Cancellation by the Company

11.1 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.

11.2 In the event of severe weather conditions or a situation when the safe completion of the journey is in doubt prior to departure the Hirer (or their representative) may be contacted by the Company and required to confirm to the Company that they have taken into account all possible information about the proposed journey and satisfied themselves that they are content for it to proceed. The Company will review any such information and confirm that it is content for the journey to proceed, as will the driver. The Company will then request written confirmation, by email, or text message from the Hirer (or their representative) prior to departure. This confirmation will also be recorded on the driver's work ticket. The journey will then only take place when all parties have agreed.

11.3 In the event that the hire is cancelled under such circumstances, no charge will be applied for the private hire, however, this will be the limit of the Company's liability.

12. Vehicle to be Provided

12.1 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 or unless specifically instructed by the Hirer not to do so.

12.2 The Company will, at the time of booking, agree and specify the facilities on board the vehicle that you are hiring. Whilst the Company will endeavour to ensure that all facilities are in working order on every vehicle, if any of these becomes inoperable, i.e. fridge, DVD, PA system, WC and coffee making facilities, wheelchair lift, the Company's liability is limited to £20 per facility. Any additional equipment fitted to the vehicle which is not specifically requested by the Hirer is not guaranteed to be operational and no liability is accepted by the Company in the event of its non-operation at the outset of the hire or its failure during the hire.

12.3 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 value, quality and capacity.

13. Breakdown and Delays

13.1 The Company gives its advice on journey time in good faith. However, because of breakdown, traffic congestion, or other events beyond the reasonable control of the Company, journeys may take longer than predicted. If traffic congestion or other events beyond our reasonable control do effect journey times the Company will not be liable for any loss or inconvenience suffered by the Hirer.

13.2 For hires exceeding one day in duration, in the event of a vehicle mechanical defect, if the coach is delayed for more than one hour the Company will refund one day's hire charge.

13.3 In the event of a vehicle breakdown the Company will take all reasonable steps to effect a repair or, if necessary, source a replacement vehicle. However, it will not be liable for any loss or inconvenience suffered by the Hirer as a result of delays due to vehicle breakdown, traffic congestion or other events beyond the reasonable control of the company.

13.4 Journeys may take longer than expected or may need to be diverted. Where possible, we will advise the Hirer and passengers of disruptions.

13.5 We shall not be liable and will not accept claims for direct or indirect losses, damages, cost or inconvenience that the Hirer or any passenger suffers as a result of cancellation, delay, diversion or termination of the hire, save to the extent that any losses are covered by these Terms and Conditions.

14. Agency Arrangements

14.1 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.

14.2 Section 14.1 above does not apply in the case where the Company hires in vehicles from other operators to fulfil the Hirer's requirements in the case where the Hirer has not requested this action.

15. Package Travel Regulations

15.1 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.

15.2 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.

15.3 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.

15.4 If 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

16.1 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.

16.2 A maximum of two 10KG suitcases or one 20KG suitcase per person will be carried in the luggage compartment of the coach. Additional items and larger items may be carried but only where space permitting. Our drivers have the final say on whether your item can be carried or not, please respect this decision.

16.3 You may bring onto the coach hand luggage capable of being placed in the overhead luggage rack or under the seat in front of you or on your lap. Bags cannot occupy seats on the coach.

16.4 Due to company health and safety protocols, drivers are not obliged to assist passengers with the lifting of or moving of luggage. They will of course endeavour to assist passengers where possible, please request assistance from your driver if required. Passengers must not enter the luggage storage areas at any time.

16.5 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 Hirer should recommend to passengers that they take out suitable and adequate travel insurance for their journey. Passengers are responsible for their own luggage and possessions at all times.

16.6 We shall not be liable for any loss of or damage to your property, including any lost property placed under our control, except where specified in these Terms and Conditions.

16.7 The Company's liability for loss and damage to property, however caused, is limited to £100 per passenger. It is the responsibility of the Hirer to ensure that items over this value are insured separately for loss and damage.

16.8 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 1978. The company will provide details of this legislation on request.

17. Conduct of Passengers

17.1 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.

17.2 The Company reserves the right (and authorises its drivers) to remove from the vehicle or prevent from boarding any passengers whose conduct is in breach of Statutory Regulations or who in the opinion of the Company or its servants may cause inconvenience or danger to other passengers or damage to the Company's property, and the Company shall have no liability for any loss or delay caused by reason of the exercise of this right.

17.3 The Hirer is responsible for any damage caused to the vehicle by any passenger for the duration of the hire.

17.4 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 Race Course Association Ltd. The company will provide details of these restrictions on request.

17.5 It is a legal requirement that passengers in the UK must always wear seatbelts (where fitted) whilst travelling on a Public Service Vehicle. It is the Hirer's 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 passenger's failure to comply with this notice.

17.6 All vehicles provided by the Company are strictly "No Smoking" in all areas.

17.7 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 Hirer, or their passengers' actions. The Hirer must contact the company to request the refund.

17.8 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.

17.9 The Company operates a zero-tolerance policy in relation to harassment in any form and/or by any person. Threatening, abusive or violent behaviour in any form, or any form of sexual or other discriminatory behaviour by any person in connection with a hire, or with the business activities of the Company in general, will not be tolerated. Such actions may amount to a breach of the Hirer's agreement with the Company and may be reported to the relevant authorities, including the Police.

17.10 In the event of any illegal activity by passengers (including actions set out in 17.1, 17.2 and 17.9 above and sections 20 and 22 below) the Company reserves the right to refuse to return the passengers to their point of origin and will inform the Hirer immediately of such action.

17.11 The Hirer shall be fully responsible for the proper supervision of and the conduct of all minors travelling on any vehicle and the Company and its driver shall have no responsibility for such supervision or conduct.

18. Complaints

18.1 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, complaints should be submitted in writing and within 7 days of the termination date of the hire. The Company will acknowledge all complaints within two working days and will normally reply fully within 20 working days.

19. Notices

19.1 No banner, bill, sign, poster or notice is to be displayed on any vehicle without the written consent of the Company.

20. Refreshment and Alcoholic Drinks

20.1 Other than on a vehicle fitted expressly for that purpose, food (except confectionery) and drink (including alcoholic beverages but excepting water and baby/child milk or formula product) may not be consumed on the vehicle without prior written consent from the Company.

20.2 Notwithstanding the above the driver may withdraw consent for alcohol to be consumed at any time for safety reasons.

20.3 Should passengers board the vehicle with food or drink the Company bears no responsibility for damage or injury caused to any passenger or their possessions as a result such food or drink being bought on board the vehicle. Hot drinks must be carried in containers with lids at all times.

20.4 It is strictly forbidden for any person to carry or consume drugs of any description except where such drugs are legally available over the counter without prescription or are prescribed by a doctor.

20.5 The Hirer's attention is also drawn to the legal restrictions in place as set out under section 22 below.

21. Surcharges

21.1 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 exchange. 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.

21.2 In the event of cancellation by the Hirer under clause 21.1, the liability of the Company will be limited to the cost of the hire and we shall not be liable and will not accept claims for direct or indirect losses, damages, cost or inconvenience that the Hirer or any passenger suffers as a result of such cancellation.

22 Special Conditions Regarding Sporting Events

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

22.2 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.

22.3 A person who is drunk on the vehicle is committing an offence under Section 1(4)

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

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

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

22.7 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.

22.8 Coaches must not stop within ten miles of the venue or at premises where intoxicating liquor is available.

22.9 Departure from the event must be within 1 hour of the final whistle

23 Authority

23.1 The Company gives no authority to its driver to waive or vary any of the terms of this Agreement to extend or vary any liability of the Company.

24 Liability and Jurisdiction

24.1 The entire liability of the Company resulting from or relating to the hire shall be limited to the total cost of the hire (save that the Company's liability in respect of death or personal injury due to its own negligence shall be unlimited).

24.2 Subject to clause 24.1, the Company shall not be liable to the Hirer and/or any passenger, whether in contract, delict/tort (including negligence), breach of statutory duty or otherwise, for: (a) any loss of profit, loss of business, loss of revenue, loss of goodwill, loss of anticipated savings, or any indirect or consequential loss; or (b) any loss or damage arising from the Hirer's and/or any passenger's acts or omissions, including any failure to follow safety instructions or to comply with these Conditions.

24.3 Subject to clauses 24.1 and 24.4, the Company's total aggregate liability arising out of or in connection with the hire (including any cancellation, delay, diversion, termination, non-performance or performance of the services), whether in contract, delict/tort (including negligence), breach of statutory duty or otherwise, shall be limited to an amount equal to the total hire charge actually paid by the Hirer to the Company for the relevant hire.

24.4 These Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter shall be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Conditions or their subject matter.