

MOUNTAIN GOAT LTD CONDITIONS FOR PRIVATE HIRE

Application

1. These conditions apply whether a contract has been made verbally or in writing.
2. The hirer contracts the company upon behalf of the hirer as an agent for all passengers travelling upon the vehicle. The hirer expressly warrants that he has the full authority of all passengers to enter into this contract upon their behalf and to accept these conditions of hire. The hirer shall indemnify the company against any loss, claim, damage, award or settlement which may be made against the company in the conditions of hire as a consequence of any lack of authority upon the part of the hirer to enter into this contract.

Quotations

1. Quotations are given on the basis of the most direct route and on the information given by the hirer. The route will be used at the discretion of the company unless the hirer has requested a special route which will be specified.
2. All quotations are given subject to the company having available a vehicle suiting the hirer's requirements at the time of acceptance of this quotation.
3. Quotations are valid for 28 days from issue unless some other period is specified.
4. Unless otherwise stated, admission charges, meals, accommodation and coach parking charges are not included in the quoted price.

Use of Vehicle

The vehicle should be assumed to remain at any point between the outward and return journey and to remain available for the hirer's incidental use, unless confirmed in writing by the company.

Drivers' Hours and Rest Period Regulations

The hours agreed with the operator for the operation of any hire must be strictly observed (other than in the case of serious emergency or diversion) so that regulations governing drivers' hours and rest periods can be complied with. The operator reserves the right to curtail or otherwise alter any hire which does not comply with the relevant regulations.

Seating capacity

The hirer must not load any vehicle beyond the number of passengers which it is legally permitted to carry.

Conveyance of Animals

No animals (other than guide dogs or hearing dogs notified to the company in advance) may be carried on any vehicle.

Confirmation

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

Payment

Any requested deposit must be paid by the time stated and payment in full must be made before the start of the hire unless the company has agreed in writing to a variation to this condition. The company reserves the right to add interest at the rate of 2% compound interest per calendar month, after the date by which payment should be made

Cancellation by Hirer

Should the hirer wish to cancel any arrangement, the following scale of charges shall apply in relation to the total hire charge:

DAYS PRIOR TO HIRE	CANCELLATION CHARGE
10 days or more	None
6-9 days	10% of hire
3-5 days	25% of hire
1-2 days	50% of hire
Day of hire	100% of hire

Cancellation by the company

In the event of an emergency, riot, civil commotion, strike, lock out, stoppage or restraint of labour or 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.

Route and Time Variation

Should a vehicle be detained by the hirer or taken on a longer journey than that contracted for, the company reserves the right to make an additional charge of **£40.00 per hour**.

The vehicle will depart at times agreed with the hirer and the company will not be liable for any loss or injury sustained by any passengers who fail to join a vehicle at the appointed time.

Vehicle to be provided

1. The company reserves the right to provide a larger vehicle than that specified at no additional charge unless any extra seats are used. These will be charged at pro-rata to the hire charge/
2. The company reserves the right to substitute other vehicles (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.
3. Equipment within the coaches (including radios, audio and video cassette players, microphone and public address systems, beverage facilities and toilet facilities) is provided at the discretion of the company unless the quotation specifies that any such facilities will be available. Whilst every endeavour will be made to comply with the hirer's subsequent requests, the company cannot guarantee to meet such any requests.

Breakdown and Delays

The company gives its advice on journey times in good faith and does not guarantee the completion of any journey in any specific time and will not be liable for loss of convenience caused by the actual journey time.

Agency Arrangements

Where the company hires in vehicles from other operators at the request of the hirer and where the operator arranges ancillary facilities such as 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 the company shall be binding on the hirer as if he had directly contracted such services.

Passengers Property

1. All vehicles hired out by the operator are subject to restrictions to their carrying capacity as imposed by statute. The hirer accepts that the driver shall be the sole judge as to whether and to what extent passengers' luggage and effects can be carried.
2. The hirer agrees that in carrying to carry the passengers' luggage or effects these remain at the sole risk of the passengers concerned and the company shall not be liable for any loss or damage.
3. Notwithstanding the above, the company's liability for any loss or damage shall be limited to £50.00 per bag, case or packing.
4. The company does not accept liability for any damage or loss of any property left upon the vehicle by a passenger whether or not with the knowledge of the company, its services or agents. All articles of lost property will be held at the company's head office. Such items – other than perishables – will be kept for 6 months after which they will be disposed of.

Conduct of passengers

1. The driver is responsible for the safety of the vehicle. Any passengers whose conduct is in breach of statutory regulations may be removed from the vehicle or be prevented from boarding on the driver's authority. The hirer will be responsible for the conduct of passengers and for any damage caused to the vehicle during the hire.
2. It is now compulsory for all passengers to wear seatbelts whilst the vehicle is in motion. Smoking is not allowed on any of the company's vehicles. Passengers must not distract the driver whilst the vehicle is moving.
3. Alcohol is not allowed on any vehicle as laid down in the Sporting Events Act 1985 and anyone not complying will be required to vacate the coach.

Complaints

Any complaints in respect of the company's services should be made in writing to the company's office within 14 days.

Notices

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

Refreshments

Other than on a vehicle fitted expressly for that purpose, food and drink may not be consumed on the vehicle without prior written consent.

Surcharges

The quotation is given based on operating costs at the date of the quotation and when more than 28 days elapse between the date of the quotation and the date of departure, the company reserves the right to pass onto the hirer, increases in the cost of fuel or other increased costs resulting from Government action of other factors beyond the company's control. However, the first 2% of certain cost increases may not be passed onto the hirer in accordance with the Package Travel, Package Holidays & Package Tours Regulations 1992.

English Law

The contract is governed by English law.