

1. These conditions of hire apply whether a contract is made verbally, in writing or through electronic communication. The individual named as the hirer on the booking form (or, if no person named on the booking form, the person who made contact with Concierge Coach Travel regarding the booking) will be known as the 'Hirer'. The Hirer contracts Concierge Coach Travel upon behalf of the Hirer and as an agent for all passengers travelling on Concierge Coach Travel vehicles or intending to travel on Concierge Coach Travel vehicles. The Hirer shall indemnify Concierge Coach Travel against any loss, claim, damage, award or settlement which may be made against Concierge Coach Travel in excess of the exclusions and limitations of liability contained in these Terms & Conditions of Hire as a lack of authority upon the Hirer to enter into these.
2. Quotations are made on the basis of using the most direct route and on the information given by the Hirer. The route used will be at the discretion of Concierge Coach Travel unless the Hirer requests otherwise and this is captured and agreed within the Booking Form. All quotations are subject to Concierge Coach Travel having available vehicles for the dates required at the time of receipt of the Booking Form by Concierge Coach Travel.
3. Quotations are valid for 28 calendar days from the date of the quotation.
4. Unless stated on the confirmation of booking, admission charges, meals, accommodation and coach parking charges are not included in the quotation and the Hirer agrees to pay such charges.
5. Unless confirmed in writing by Concierge Coach Travel, the vehicle should not be assumed to remain at any point between the outward and return journey nor to remain available for the Hirer's or passengers use when parked at such points.
6. Should a vehicle be detained by the Hirer or the passengers or taken on a longer journey than that contracted for, Concierge Coach Travel reserves the right to make an additional pro rate charge in respect of this.
7. The vehicle will set off and depart at the times agreed between Concierge Coach Travel and the Hirer and Concierge Coach Travel will not be held liable for any loss or injury sustained by any passengers who fails to join the vehicle at the appointed time.
8. The hours agreed with Concierge Coach Travel for quotations of any hire must be strictly observed (other than in the case of an emergency or diversion in relation to Concierge Coach Travel) so that the regulations which relating to the driver's hours and rest periods can be adhered to. Concierge Coach Travel reserves the right to curtail or otherwise alter any hire which does not comply with the regulations. Neither the Hirer or any passenger shall delay the departure of a vehicle or otherwise interrupt the journey so putting the driver at risk of breaching the regulations relating to the driver's hours and duty. The Hirer will indemnify Concierge Coach Travel against any extra expenses or charges which Concierge Coach Travel may incur, including but not limited to, the cost of providing a replacement driver.
9. Any hire that cannot be undertaken by using a vehicle that is double manned (two drivers alternating driving duties) in the maximum time allowed under regulations will not be knowingly entered into by Concierge Coach Travel and Concierge Coach Travel reserves its right to cancel any contract made verbally or in writing that does not meet this condition.
10. The Hirer must not load any vehicle beyond the number of passengers that the vehicle is legally allowed to carry.
11. No animal (other than guide dogs or hearing dogs notified to Concierge Coach Travel in advance) shall be carried on the vehicle without prior written agreement from Concierge Coach Travel.
12. Normally, written confirmation by Concierge Coach Travel is the only basis for the acceptance of hiring or for a subsequent alteration to terms\booking details.
13. Any deposit requested must be paid by the time stated by Concierge Coach Travel, and payment in full must be made before the start of the hire unless otherwise agreed in advance with Concierge Coach Travel. Concierge Coach Travel reserves the right to add interest at the rate of 2% compound interest per calendar month (pro rata daily), after the date by which payment should have been made. Concierge Coach Travel reserves the right to cancel any hire made verbally or in writing that has not had a deposit paid or payment in line with the confirmation of booking.
14. Should the Hirer wish to cancel a booking, all deposits shall be lost and the following scale of charges applied:

Cancellation 10 calendar days or more prior to date of hire – 20% of total hire charge

Cancellation 6 – 9 calendar days prior to date of hire – 40% of total hire charge

Cancellation 3-5 calendar days prior to date of hire – 75% of total hire charge

Cancellation 1-2 calendar days prior to date of hire – 90% of total hire charge

Cancellation on day of hire – 100% of total hire charge
15. The cost of accommodation, meals and theatre/event tickets which have already been purchased by Concierge Coach Travel at the request of the Hirer, will be charged to the Hirer plus any additional administration costs. Cancellation due to inclement weather conditions will be charged as per above.
16. In the event of any emergency, riot, civil commotion, strike, lockout, stoppage or restraint of labour or on the happening of an event outside the control of Concierge Coach Travel (including adverse weather and road conditions) or in the event of the Hirer taking any action to vary agreed conditions unilaterally, Concierge Coach Travel may be returning all money paid and without further liability, cancel the contract.
17. Concierge Coach Travel reserves the right to provide a larger vehicle than that specified at no additional charge unless any extra seats are used. If extra seats are used and additional charge will be made pro rata to the total hire charge.

18. Concierge Coach Travel 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.
19. Equipment within vehicles (including but not limited to, radios, audio, dvd and video players, microphone systems, public address systems, beverage facilities and toilet facilities) is provided at the discretion of Concierge Coach Travel unless the confirmation of booking specifies that any such equipment will be provided. Whilst Concierge Coach Travel shall make reasonable endeavours to comply with the Hirer's subsequent requests, Concierge Coach Travel cannot guarantee to meet any such requests.
20. Concierge Coach Travel gives its advice on journey times in good faith. However in the event of a breakdown, traffic congestion or any other event outside of the control of Concierge Coach Travel, journeys may take longer than predicted and Concierge Coach Travel will not be liable for any loss or inconvenience suffered by the Hirer or the passengers as a result.
21. Concierge Coach Travel will not be liable for loss, damage or theft of any luggage or personal property on the vehicle.
22. All articles of lost property recovered from a vehicle will be held at the depot of Concierge Coach Travel and will be subject to current Public Service Vehicle (lost property) regulations.
23. The driver is responsible for the safety of the vehicle. Any passenger who is in breach of statutory regulations may be removed from the vehicle or prevented from boarding on the driver's authority. The Hirer shall be responsible for the conduct of all passengers and for any damage caused to the vehicle by passengers during the hire. The Public Service Vehicle (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990 apply.
24. Any complaints in respect of Concierge Coach Travel services must be made in writing to the owner of Concierge Coach Travel within 14 calendar days of the event on which the complaint is being made.
25. Other than a vehicle fitted expressly for that purpose, food (except confectionary) and drink (including alcoholic beverages) may not be consumed on the vehicle without the prior consent of Concierge Coach Travel.
26. Adherence by the Hirer and passengers to the control measures identified in Concierge Coach Travel's Risk Assessment.
27. Any contracts of hire made in England, Wales or Northern Ireland will be governed by English Law.

CONCIERGE COACH TRAVEL RISK ASSESSMENT JANUARY 2022

The following risks and control measures have been identified.

Description of hazard	Risks	Persons that could be impacted	Control measures
Boarding & alighting vehicle	Personal injury <ul style="list-style-type: none"> • Slips, trips & falls 	Driver(s) & passengers	<ul style="list-style-type: none"> • Driver to pick up/set down in safe area • Driver to check that vehicle steps & floor area is clear • Driver to ensure that vehicle is illuminated during this process • Hirer to ensure that all passengers (a) do not obstruct aisles & emergency exits & (b) to board & alight vehicle in a slow controlled manner to ensure own safety
On board luggage stowage	Personal injury <ul style="list-style-type: none"> • Objects falling from height • Exits blocked • General access & egress restricted 	Driver(s) & passengers	Hirer to ensure that all passengers: <ul style="list-style-type: none"> • Do not store items in excess of 7kgs in overhead storage • Do not bring glass objects onto the vehicle • Stow any personal medication required during the journey on the vehicle rather than in the under-vehicle stowage The driver has the right to refuse oversized bags on board in the interests of safety
Under vehicle storage	Personal injury <ul style="list-style-type: none"> • Back injuries • Sprains & strains • Crush injuries 	Driver(s) & passengers	<ul style="list-style-type: none"> • Only the driver(s) to load luggage into the under-vehicle storage compartments • Driver(s) to have completed training in good practice for loading luggage • Hirer/Passengers to make the Driver(s) aware of any oversized or heavy luggage Hirer to ensure that passengers: <ul style="list-style-type: none"> • Do not bring sharp items on the vehicle • Do not bring flammable liquid or substances on the vehicle • Provide details of any special luggage requirements to the Driver for agreement prior to departure
Vehicle environment <ul style="list-style-type: none"> • Motion • Passenger movement (restriction) 	Personal injury or unwell feeling <ul style="list-style-type: none"> • Sickness • DVT (deep vein thrombosis) 	Driver(s) & passengers	<ul style="list-style-type: none"> • Experienced driver(s) • Vehicles fitted with climate control • On board toilet facilities • Regular stops Hirer to ensure that passengers are aware that they should bring to the attention of the Hirer any bouts of sickness or nausea together with the risks of DVT for restricted movement.

TERMS & CONDITIONS OF HIRE

<p>Vehicle fires</p> <ul style="list-style-type: none"> Onboard External as a result of an RTC 	<p>Personal injury:</p> <ul style="list-style-type: none"> Smoke inhalation Heat stress Burns 	<p>Driver(s) & passengers</p>	<ul style="list-style-type: none"> Maintenance standards in line with DVSA guidelines No smoking policy Regular tidy up of vehicle Aisles & emergency exits to be kept clear Annual inspection of fire extinguishers held on vehicle (checked & replaced where necessary)
<p>Vehicle breakdown</p> <ul style="list-style-type: none"> Involvement in RTC System failure Mechanical failure 	<p>Personal injury:</p> <ul style="list-style-type: none"> RTC injuries Slips, trips & falls Environment 	<p>Driver(s) & passengers</p>	<ul style="list-style-type: none"> Experienced drivers trained to required standard & hold appropriate licences Driving times limited to legal maximums (monitored & controlled)
<p>Passenger behaviour & safety</p>	<p>Personal injury:</p> <ul style="list-style-type: none"> Crush injuries Slips, trips & falls Distraction of the driver Distraction of other road users (passenger windows) 	<p>Driver(s) & passengers</p>	<p>Hirer to be responsible for the overall behaviour & safety of the passengers & to ensure that:</p> <ul style="list-style-type: none"> All passengers are seated & forward facing at all times, only use toilet in an emergency & seatbelts are worn. They are responsible for any medication required by passengers during the journeys. <p>Driver(s) has the right to stop the vehicle in the interest of passenger behaviour.</p>
<p>Driver</p>	<p>Personal injury</p>	<p>Passengers</p>	<ul style="list-style-type: none"> All drivers are CPC (Driver) trained & licenced All drivers receive clear instruction & guidance before departure Breaks taken & monitored (DVSA) Drivers receive refresher annual training on vehicle equipment & 'walk around' checks. New drivers receive an induction on operating procedures & vehicle equipment.
<p>COVID-19</p>	<p>Transmission</p>	<p>Driver(s) & passengers</p>	<ul style="list-style-type: none"> Adherence to government regulations which are in place for the Coach industry. Regular vehicle cleaning <p>Hirer to ensure that passengers:</p> <ul style="list-style-type: none"> are aware that they must not aboard the coach if they have any symptoms of Covid-19 & follow any current government guidelines in place (eg mask wearing).

This Risk Assessment is NOT meant to replace any existing risk assessment completed by the Hirer and is intended solely for the service provided by Concierge Coach Travel and the vehicles supplied by this company. Concierge Coach Travel cannot be held liable for the specific risk assessment required for the start & finish points of any trip. Any queries regarding the above should be addressed to the owner of Concierge Coach Travel. Tel no: 01484 655775, Email: cctravel@btinternet.com, Website: www.conciergecoaches.co.uk