

# Terms & Conditions



## (Private Hire)

---

By placing a booking with MH Travel, the Customer acknowledges that they have read, understood and agree to accept the Terms and Conditions as detailed below.

Where the Customer is an individual, no part of these Terms and Conditions affects your rights as a consumer. These Terms and Conditions are in addition to your rights as a consumer.

The Company / Agent: MH Travel is a trading name of MH Travel (North Wales) Ltd whose registered address is 32 Ffordd Estyn, Wrexham, LL11 2SU with Registered Company No.14304232.

The Customer/ The Hirer: Person and/or Organisation making the booking

The Driver: The Driver or Drivers of the vehicle, the coach Operator or supplier of the vehicle

The Operator: Supplying Operator fulfilling the coach transport

### 1. Application

1.1. These Terms and Conditions apply whether the agreement is in written or verbal form.

1.2. These Terms and Conditions apply as soon as the Hirer agrees to accept the booking verbally or in writing.

1.3. The Hirer is responsible for checking the accuracy of the booking confirmation and notifying the Company of any errors immediately.

1.4. The Hirer is solely responsible for the acts and/or omissions of the passengers, whether or not they travel.

1.5. The Hirer is liable for any additional costs incurred by the Company during the performance of the contract (unless prior agreement is made)

### 2. Quotations

2.1. All quotations are valid for 7 days (providing the date of travel is more than 14 days ahead)

2.2. After such period, the Company reserve the right to vary the price, at which point a new quotation will be given to the Customer

2.3. Quotations are given subject to a suitable vehicle being available at the time the Hirer accepts and secures the booking by paying a deposit.

2.4. The given quotation, unless otherwise stated will be based on Driver and vehicle only.

2.5. The quotation, unless otherwise stated, may be liable for additional charges as shown below.

### **3. Use of Vehicle / Purpose of the journey**

3.1. The Hirer cannot assume the use of the vehicle between the outward and return journey.

3.2. The Hirer cannot assume the vehicle will remain at the destination for the Hirers sole use, unless this has been agreed in writing by the Company.

3.3. The Company reserves the right to issue additional charges for timings or mileage above the original agreement whether written or verbal.

3.4. The Company must be notified of any bookings for football matches, music festivals or political demonstrations and rallies at the time of booking, as there may be specific legal or other requirements that could affect the booking.

3.5. Failure to notify the Company correctly of the nature of the journey will be construed as breach of contract and at the Company's absolute discretion may lead to termination of the booking without compensation or refund.

### **4. Pictures of Vehicles**

4.1. On request the Company can provide a photograph of the type of vehicle being supplied.

4.2. The photograph supplied is illustrative only and may be a different make/model with different livery and appearance to that actually supplied for the booking.

### **5. Payment**

5.1. Any sums due to the Company must be cleared in its account to be deemed paid.

5.2. Unless agreed in writing, the Company can not guarantee a booking until the deposit has been paid.

5.3. If paying by bank transfer, the Hirer must use the invoice number as the payment reference, if this is not done it may delay the allocation of the payment and jeopardise the ability of the Company to secure the booking. On rare occasions this may lead to the job being cancelled.

5.4. All monies must be paid in full prior to the performance of the booking unless expressly agreed by the Company in writing.

5.5. The Hirer also agrees that no chargeback will be raised to any credit/debit card issuing Company with regards to the booking payment.

5.6. In the event that the deposit is not paid on time or balance is not paid by the due date (normally 7 days before travel unless expressly agreed in writing) the Company reserves the right to cancel the booking and any monies paid will be forfeited and the full balance will be due.

5.7. If payment has not been received within the agreed timescales then the Company can no longer guarantee the quoted price and the Company reserves the right to revise its quotation.

5.8. All bookings made using credit cards or business cards will incur a processing fee, unless otherwise agreed by the Company in writing.

## **6. Invoicing**

6.1. Any queries in relation to Company invoices must be raised within 7 days of the date of issue otherwise they will be deemed to have been accepted in full.

6.2. Where the Company has agreed a credit arrangement or account facility with the Customer, invoices will be issued in accordance with the agreed arrangements and may include additional charges for credit and payment charges.

6.3. All invoices are to be paid within seven days from the date of the invoice unless otherwise agreed in writing.

6.4. With regards to regular school bookings, the school representative will be invoiced at the beginning of the month for all of the previous months trips, to be paid within 30 days of the invoice date.

## **7. Booking Confirmations and Amendments**

7.1. It is the responsibility of the Customer to check the Booking Confirmation, once received, for its accuracy and completeness, any discrepancies found in the Booking Confirmation should be communicated to the Company as a matter of urgency and within 24 hours.

7.2. Any amendments required by the Hirer will only be considered implemented once confirmed in writing and once a new booking confirmation has been issued.

7.3. If an updated booking confirmation has not been issued the Hirer will be subject to the initial booking confirmation.

7.4. No amendment can be agreed with the Driver and the Driver does not have the authority to bind the Company in any way.

7.5. Any amendment made by the Hirer to the initial booking confirmation may be subject to additional charges.

7.6. The Company reserves the right to charge an admin fee on any amendments to the original booking confirmation at the rate set out below.

Number of days prior to the Journey Start Date that the request is made.

More than Seven Days £25.00

Seven Days or fewer £50.00

7.7. At no time should verbal amendments be considered as confirmation of a change to an existing booking.

## **8. Route and time variation**

8.1. Unless agreed at the time of booking, the route taken will be at the sole discretion of the Driver, according to road, traffic and weather conditions at the time of travel.

8.2. Stops will be made to satisfy legal requirements regarding breaks and rest periods.

8.3. It is the Hirers responsibility to account for all passengers at those times.

8.4. The Company cannot accept any liability for losses incurred by passengers who do not adhere to the Hirers instructions.

8.5. In any event the vehicle(s) will depart at times agreed with the Hirer and the Agent will not be liable for any loss or injury sustained by any passenger who fails to join a vehicle at the appointed time.

8.6. Any changes requested by the Hirer shall be at the Drivers discretion.

8.7. If agreed, the Driver may charge an additional fee for amendments to the original booking, including but not limited to additional drop off points.

## **9. Drivers hours and rest periods**

9.1. The hours agreed with the Agent for the operation of any hire must be strictly observed, so that current regulations governing Drivers' hours and rest periods can be complied with.

9.2. The Agent reserves the right to curtail or otherwise alter any hire which does not comply with the relevant regulations.

9.3. If delays occur for whatever reason, the Company may take whatever action is deemed necessary for the Vehicle in order to comply with the law.

9.4. Where delays do occur the Company cannot be held responsible for any losses arising as a result of those delays or non-completion of the services.

## **10. Delays and/or Breakdown**

10.1. The Agent gives any advice on journey time in good faith but does not guarantee the completion of any journey in any specific time and will not be liable for loss, delay or inconvenience caused by the actual time of the journey.

10.2. The Driver will leave the depot to pick up the customer for any part of the agreed coach hire within ample time.

10.3. The Company cannot be held liable for any inconvenience or loss incurred caused for any reason, including breakdown or unforeseen delay be that en-route to pick up the Hirer or en-route to the booking destination as a result.

10.4. Under the circumstances of traffic or road accidents, adverse weather conditions, compliance with police, customs or other government officials delaying the Driver picking up the client at the agreed time, the Agent will not be liable for loss, delay or inconvenience caused.

10.5. It is strongly recommended that the Hirer should consider insuring against this risk if journey times are particularly crucial, for example for the commencement of an event.

## **11. Additional Charges and Surcharges**

11.1. If, as a result of the Hirer or passengers, the coach requires cleaning over and above that normally carried out, the Hirer will be liable for the reasonable cost of this. This charge will vary depending on the cleaning required.

11.2. If requested by the Company, the Hirer will be required to provide a cleaning deposit prior to the Journey Start Date which, if no specialist cleaning as described in this clause is required, will be returned within 14 working days following the Journey End Date.

11.3. Unless it has been agreed otherwise, the hire price will not include tickets, admission charges, ferries, road tolls or parking. However, the Company may make these arrangements, on request, on the Customer's behalf and would do so acting as an agent for the Customer.

11.4. This means that any terms and conditions applicable to that transaction by that supplier (i.e. those relating to payment, cancellation, refunds etc.) would be as binding on the Customer as if they had made these arrangements directly. The Company will not enter into any arrangement on the Customer's behalf until payment from the Customer to the Company has been made.

11.5. All bookings at the point of quotation will be based on the use of a single Driver however, for longer journeys in terms of hours the Company reserves the right to review the quotation should a second Driver be required, and should there be a need for additional charges, the Hirer will be advised at least (where possible) 7 days prior to the journey date.

11.6. If it is necessary to accommodate the Driver, these costs will be borne by the Hirer and will be paid in advance of the journey's commencement.

11.7. Where Driver's/staff accommodation is arranged by the client, it must be an appropriate occupancy room of a reasonable basic standard, and should include evening meal and breakfast as appropriate.

11.8. The quotation is given with regard to the operating costs at the time of the quotation. If more than 7 days elapse between the date of the quotation and its performance, the Company reserve the right to pass on any increase in the cost of fuel or any other increased costs to the Hirer.

11.9. The Company reserves the right to charge for damage to vehicles made by the Hirer and/or the passengers. Monies will be collected from the Hirer.

11.10. Any taxes or charges imposed by any Government or other authority which the Company is obliged to pay in order to fulfil the booking will normally be included in the quotation or confirmed booking price. However, if any such tax or charge is introduced or increased after the booking has been made and before travel, the Company will pass that cost onto the Customer and the Customer will be obliged to pay it prior to departure. Failure to make such requested payment will be regarded as cancellation by Hirer and subject to the provision of clause 12 below.

11.11. Any additions to the original booking may be charged directly by the Driver or by the Company at the end of the contract. All payments will be due within 7 days of invoice.

## **12. Seating Capacity**

12.1. Neither the Hirer nor the Driver must load any vehicle beyond the number of passengers which it is legally permitted to carry.

12.2. Unless agreed in writing the total number of passengers may be split across numerous vehicles, as long as the total numbers of passengers as agreed are accommodated.

### **13. Luggage and Passengers Property**

13.1. The vehicle supplied by the Company will take account of the amount of luggage as well as the number of passengers specified at the booking time.

13.2. The Customer must ensure they specify the correct information at the time of the booking and inform the Company as soon as possible if there are any changes.

13.3. Whilst The Company will take all reasonable care with passenger's property it cannot accept liability for any damage to, or loss of that property being carried on the vehicle and the Company strongly recommends that no valuables should be left on the vehicle at any time, even if that vehicle is locked.

13.4. The Company cannot accept responsibility for any loss of or damage to property left on the vehicle after hire.

13.5. Property found on the vehicle after hire will be held at the vehicle operating base for a maximum period of 30 days and disposed of thereafter. It is the Hirers' or the passenger's responsibility to collect the property and any costs incurred to collect the property are to be borne by the Hirer or passenger.

13.6. Property is to be collected at a time agreed by the Company and the Hirer or passenger.

### **14. Animals**

14.1. No animal may be carried without the prior agreement (in writing) of the Company.

### **15. Conduct of Passengers**

15.1. The Driver is responsible for the safety of the vehicle.

15.2. It is the responsibility of the Hirer to ensure that all Customers wear seat belts where provided.

15.3. Smoking/Vaping and the consumption of alcohol and/or illegal drugs is not permitted on the coach and the Hirer will be responsible for ensuring that this is observed. Any passenger whose conduct is in breach of statutory regulations may be removed from a vehicle or prevented from boarding on the Driver's authority.

15.4. For any reason, the Driver has the discretion to either remove, or not allow any passengers on the coach if the passenger is abusive, damages the coach, or not fit to travel due to being intoxicated with alcohol or illegal drugs.

15.5. In such event, at the Driver's sole discretion, the journey may continue once the passenger or passengers have been removed from the vehicle, but should passenger conduct result in summary termination of the journey, the Company reserves the right to cancel any other parts of a booking, and in such circumstances the forfeiture of any monies paid, and no claims for compensation or refund in either whole or part shall be entertained.

15.6. Any damage caused to the vehicle by the Hirer or any of the passengers shall be the responsibility of the Hirer and the Hirer shall be liable for all costs related thereto.

## **16. Substitutions / Change of Vehicle**

16.1. The Agent reserves the right to provide a larger vehicle than specified at no additional charge unless any extra seats are used. If extra seats are used an additional charge will be made pro rata to the hire charge.

16.2. The Company reserves the right to subcontract to another Operator to perform the hire or to supply replacement vehicles with the same number of seats.

16.3. The Agent 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 similar quality.

16.4. In case of differing specifications, the company's liability will be limited to the premium charged for the original specification.

## **17. Tickets for Amusement Parks and other venues**

17.1. The Company may arrange tickets on the Customer's behalf at an agreed rate for access to Amusement Parks and other venues.

17.2. The voucher is designed purely to be exchanged between the group leader and the ticket kiosk and has no cash value.

17.3. The voucher can be used for entry to the park for fewer guests than listed on the voucher but not more. Any guests in excess of the number on the voucher may have to pay the current walk up day rate.

17.4. All tickets issued are subject to the terms and conditions of the venue, and the Company recommends that particular attention is paid to the requirements for use of specific rides or attractions. Copies of the venues terms and conditions can be provided on request from them.

17.5. In the event of an unscheduled closure of the venue, a full refund of the ticket price, less an administration charge will be made, no refund will be made in respect of closure of part of the venue or any particular ride or attraction.

17.6. For the avoidance of doubt, any refund of tickets in either full or part does not amend or otherwise change the Company cancellation policy in relation to any vehicle arranged by the Company in connection with the journey.

## **18. Insurance**

18.1. The Agent advises the Hirer to insure itself against losses not covered by insurance policies required by law in these circumstances. This should cover, but is not limited to, losses arising from delay, adverse weather, force majeure, illness, mechanical failure, loss or damage to luggage and the actions of any persons or Company not party to this agreement such as the providers of events tickets, accommodation and other transport providers.

## **19. Cancellation by the Hirer**

19.1. All cancellations must be made in writing (email is acceptable)

19.2. In the event of cancellation by the Hirer. The Hirer shall be liable on the following terms. Cancellation must be made in writing and in all cases the deposit is non-refundable.

Number of days prior to the Journey Start Date that the notice to cancel is given...charges as follows

More than Thirty Days - 25% of Total cost of the hire after deposit

Thirty Days or Fewer - 50% of Total cost of the hire after deposit

Fourteen days or fewer - Full Payment

19.3. Where the Hirer has paid for additional costs such as ferry crossings etc., refunds will only be made in line with the cancellation policy of the service provider.

19.4. Should the Customer not have paid the amount set out above at the time of cancellation the balance shall become due immediately and shall be a debt owed to the Company.

19.5. The Company may, at its sole discretion, engage the services of a debt collection agency to recover any unpaid amount together with interest and any debt collection charges.

## **20. Cancellation by the Company**

20.1. Under any circumstances, or an event of any emergency or of any action by the Hirer to vary agreed conditions unilaterally, the Agent may by returning all money paid and without further or other liability cancel the Agreement.

20.2. In the event that the Company is unable to provide a vehicle or vehicles to meet all or part of the Customer's booked requirements due to reasons of emergency, vehicle unavailability, or other reason, the Company will take all reasonable measures to provide a replacement or alternative solution. If this is not possible, the Company retains the right to return all monies paid and, without liability, cancel the booking providing the Customer with as much notice as possible

## **21. Complaints**

21.1. Any complaint in respect of the Agent's services should be made in writing to the Agent's office as soon as reasonably possible and, in any event, within 7 days of the completion of the contract.

21.2. Complaints will be dealt with, in accordance with the Company complaints procedure, within 30 days of receipt of the written complaint.

## **22. Rights of Third Parties**

22.1. This Agreement is made for the benefit of the Hirer and Company to the extent specified and (where applicable) their successors and permitted assignees and is not intended to benefit, or be enforceable by, anyone else.

## **23. Enforceability**

23.1. If any provision or term of these Terms and Conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be deleted but all other terms will remain valid.

## **24. Interpretation**

24.1. These Terms and Conditions will prevail over any terms or conditions contained elsewhere or anything implied by law, trade custom, practice or course of dealing.

## **25. Law**

25.1. This Agreement is subject to the laws and courts of England and Wales.