

Conditions Of Private Hire Carriage

Terms:- Our terms of business set out clearly and simply the responsibilities, which Fishers Tours, have to you and which you in turn have to us when a contract is made. These conditions apply whether a contract is made verbally or in writing. 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. 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. Fishers Tours will only accept instructions from the 'hirer'. If, after reading these conditions you do not wish to be bound by the terms and conditions, you have the right to cancel the contract – which must be made in writing within seven days to Fishers Tours, 16 Westport, Dundee. DD1 5EP.

Quotations:- Quotations are given on the information given by the 'hirer', unless a certain route is particularly specified then the most direct route will be used. All quotations are given subject to availability of a suitable vehicle at the time the 'hirer' accepts the quotation. Quotations are valid for 28 days unless otherwise notified. Quotations are given for coach and driver only. Any additional charges will be separately identified and will be the hirer's responsibility unless otherwise specified.

Use Of Vehicle:- The 'hirer' cannot assume use of the vehicle between outward and return journeys, nor for it to remain at the destination for the hirer's use unless this has been agreed with the company in advance.

Route And Time Variation:- Fishers Tours reserve the right to levy additional charges for additional mileage or time than that agreed. The charges will be pro rata and in accordance with the formula of £15 per hour and £1 per mile. 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'.

Driver' 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 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'. Any additional costs will be as in condition 4.

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.

Conveyance Of Children / Animals:- Young children must be accompanied by an appropriate adult and are their responsibility at all times. On a private hire, no animals (other than guide dogs and hearing dogs notified to the company in advance) may be carried on any vehicle without prior written agreement from Fishers Tours.

Confirmation:- Normally, written confirmation by Fishers Tours is the only basis for the acceptance of a hiring or for a subsequent alteration to its terms.

Payment:- No deposit is required unless stated. Full payment must be made at least 10 days prior to the start of the hire unless otherwise agreed by Fishers Tours. Fishers Tours reserve the right to add interest at the rate of 2% compound interest per calendar month, after the date by which payment should have been made as stated on account.

Cancellation By 'Hirer':-

a) If the 'hirer' wishes to cancel any agreement, the following scale of charges will apply in relation to the total hire charge.

Days Prior To Coach Hire:-	
3 – 5 days:	25% of hire
1 – 2 days:	50% of hire
Day of hire:	100% of hire

b) The cost of accommodation, meals and entrance or travel tickets which have already been purchased by Fishers Tours at the request of the 'hirer', will be charged to the 'hirer' plus any administration charges incurred by the company.

c) Any hire cancelled due to inclement weather conditions will be transferred to a later date at no extra cost.

d) Theatre tickets, or other such ancillary service, once purchased are not returnable and must be paid for in full.

Cancellation By Fishers Tours:- 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 Fishers Tours have no control (including adverse weather and road conditions) or in the event of the 'hirer' taking any action to vary agreed conditions unilaterally, Fishers Tours may, by returning all monies paid and without further or other liability, cancel the contract.

Vehicle To Be Provided:-

- a) Fishers Tours reserve 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.
 - b) 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.
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Breakdown and Delays:- Fishers Tours 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 Fishers Tours will not be liable for any loss of inconvenience suffered by the 'hirer' as a result.

Agency Arrangements:- Where Fishers Tours 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, in so far 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 'hirers' action.

Package Travel Regulations:- If the 'hirer' organizes 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 purpose 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, Fishers Tours cannot accept any liability that may be incurred for losses or damage that it would otherwise accept under the terms of those Regulations. The 'hirer' accepts responsibility for ensuring whether they are so defined, and Fishers Tours cannot accept liability for loss or damage incurred that should have been the responsibility of the 'hirer', if the 'hirer' was the legally defined organizer or retailer. Where Fishers Tours acts as an organizer or retailer, it will issue separate conditions of trading relating to its liabilities and responsibilities under the Regulations.

School / Youth Groups:- Responsible adults must accompany school/youth groups ensuring that all children remain seated with seatbelts used at all times. There must be adult supervision at the front and the rear of the coach throughout the journey. Departure and return times must be adhered to. Should the vehicle be delayed by the 'hirer', a charge of 25% of the hire cost will be levied.

Cleanliness Of Vehicle:- All vehicles should return in the same condition in which they left their departure point. Fishers Tours will provide litter bags, which should be used and be replaced by the driver when necessary. Should the vehicle return with excess litter then a cleaning charge will be levied pro rata.

Passengers Property:-

- a) All vehicles hired by Fishers Tours 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 Fishers Tours in advance of such requirements.
 - b) Fishers Tours 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 minimize the risk of loss when property is left unattended.
 - c) Fishers Tours' liability for loss and damage, however caused, is limited to £250 per bag, case or package and an overall limit of £500 (overall claim value) maximum per passenger. It is the responsibility of the 'hirer to ensure that items over this value are insured separately for loss and damage.
 - d) 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. Fishers Tours will provide details of this legislation on request.
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Conduct Of Passengers:-

- a) 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 or soiling caused to the vehicle by any passenger for the duration of the hire.
- b) 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, and the conditions of entry as laid down by the Race Course Association Ltd. Fishers Tours will provide details of these restrictions on request. (See also clause 22)

Complaints:- In the even of complaints about the service, the 'hirer' should endeavor 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 14 days of the termination date of the hire.

Notices:- No bill, poster or notice is to be displayed on any vehicle without the written consent of Fishers Tours.

Refreshments and Alcoholic Drinks:- Other than on a vehicle fitted expressly for the purpose, food (except confectionery) and drink (including alcohol beverages) may not be consumed on the vehicle.

Surcharges:- Once a confirmation has been issued to the 'hirer', providing there are 30 days prior to the departure date, Fishers Tours reserve the right to pass on increases in the cost of fuel, taxes imposed by the Governments of the UK and of the countries to be visited during the journey, road tolls, and foreign currency. 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. The liability of the company will be limited to the cost of the hire and any ancillary services supplied.

Seatbelts:- Seatbelts are provided on all vehicles and must be worn at all times.

Deep Vein Thrombosis:- Before you undertake a coach journey of more than 3 hours, you should consult with your doctor if you have:-

- a) Ever had DVT or pulmonary embolism
- b) A family history of clotting conditions
- c) An inherited tendency to clot
- d) Cancer, or treatment for cancer in the past
- e) Undergone major surgery in the last 3 months
- f) Had hip or knee replacement within the last 3 months
- g) Ever suffered from a stroke, heart or lung disease.

The following information is recommended by the relevant UK Health Departments:-

- a) Be comfortable in your seat
- b) Bend and straighten your legs, feet and toes every half hour or so whilst seated
- c) Press the balls of the feet down hard against the floor or footrest to increase blood flow in the legs and reduce clotting
- d) Perform upper body and breathing exercises which can further improve circulation.
- e) Drink plenty of water
- f) Drink alcohol only in moderation as it leads to dehydration and immobility
- g) Avoid taking sleeping pills which also cause immobility

No Smoking Policy:- For your comfort and safety, Fishers Tours operate a strict no smoking policy on all coaches.

<p style="text-align: center;">FISHERS TOURS Registered Office:- 16 Westport DUNDEE, DD1 5EP Tel / Fax: 01382 227290 PRIVATE HIRE OFFICE Tel / Fax: 01382 461999 E-Mail: fisherstours@btconnect.com</p>
