



TG COACHES

TERMS AND CONDITIONS AGREEMENT

1; Application

These conditions apply regardless of whether a contract of carriage has been entered into as a result of a quotation being offered and accepted or whether a contract has been made verbally or in writing.

2; Quotations

Quotations are made subject to a vehicle suiting the hirer's requirements being available at the time of acceptance.

Quotations are based on costs prevailing at the time and in accordance with details provided by the hirer.

Quotations are based on payment being made in cash or online via stripe payment (cleared funds) at the time of booking unless you hold an account with TG Coaches.

Unless otherwise stated admission charges, meals, accommodation and parking charges and tolls for special events are not included in the quoted price.

All charges are exclusive of value added tax which will, if applicable, be payable in addition to the charges.

Quotations are valid for 28 days subject to ongoing availability, unless otherwise notified.

TG Coaches reserves the right to withdraw quotes at any time prior to the booking being confirmed.

Quotations are given for coach and driver only. Any additional charges will be charged separately.

Any amendments to bookings may be done by contacting TG Coaches via email.

TG Coaches reserves the right to charge an administration fee for any amendments made.

Additional charges will apply to any additional stops that were not included at the time of the initial quotation request.

Additional charges will apply where the number of passengers exceeds the capacity originally stated at the time of quotation request.



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3; Availability

Initial Availability Check

Availability of coach transport services is checked at the time the quote is requested by the hirer. This ensures that the hirer is provided with accurate information regarding the availability of the requested service at that time.

Reconfirmation of Availability

Upon receiving confirmation from the hirer that they wish to proceed with the booking, TG Coaches will recheck the availability of the requested service. This step is crucial to verify that the service remains available for the requested date and time.

No Guarantee of Availability

TG Coaches cannot guarantee the availability of coach transport services until the booking is confirmed and finalized. Availability may change between the initial quote and the confirmation due to other bookings or operational requirements.

Booking Confirmation

A booking is only considered confirmed once the hirer has received a written confirmation from TG Coaches. Until such confirmation is provided, the service availability remains subject to change.



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4; Use of vehicle

Unless confirmed in writing by TG Coaches the vehicle should not be assumed to remain at any point between the outward and return journeys nor to remain available for the hirer's incidental use when parked at such points. The operator's vehicles may on no account be sub-let, lent or licensed by the hirer, without the prior written consent of the operator.

5; Driver's hours and rest periods

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 current 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.

6; Seating capacity

The hirer must not load any vehicle beyond the number of passengers which it is legally permitted to carry. The crew seat is only to be used by TG Coaches employees. All passengers must remain seated with their seatbelts correctly fastened whilst the vehicle is in motion. Passengers using the washroom or leisure facilities or who for any other reason do not remain in their seats with their seatbelts fastened whilst the vehicle is in motion do so entirely at their own risk.

The hirer must notify TG Coaches of any changes to the required capacity via email at tgcoaches@minicabservices.com no later than 14 days prior to the booking date. If there is an increase in capacity, TG Coaches cannot guarantee availability and the original quote will no longer be valid.



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7; Animals

On a private hire no animal (other than Registered Assistance Dogs notified to the operator in advance via email at tgcoaches@minicabservices.com) may be carried without the prior agreement of the operator.

8; Children

It is the responsibility of the hirer to ensure that a minimum of 2 adults per party, as in line with the Local Education Authority recommendations for staffing and supervision is maintained at all times. Supervising adults must be seated throughout the vehicle and not congregated in one place. The driver will have absolute discretion to decide where such adults should be seated.

9; Alcohol

No alcohol is permitted to be carried or consumed on the vehicle in any event. The hirer should be aware of the legal requirements relating to alcohol contained in the Sporting Events (Control of Alcohol) Act 1995. The hirer will indemnify the operator for any fines and any related costs, expenses or other losses incurred as a result of any breach of this Act by the passengers. The driver is within their rights to remove any passengers who do not adhere to this policy for the health and safety of all passengers and staff. Additionally, a penalty fine of £250 will be imposed on any passenger caught violating this policy.

10; Smoking

Smoking, e-cigarettes and the use of illegal substances is not permitted on the vehicle at any time. The driver is within their rights to remove any passengers who do not adhere to this policy for the health and safety of all passengers and staff. Additionally, a penalty fine of £250 will be imposed on any passenger caught violating this policy.



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11; Food and Drink

Eating and/or drinking is not permitted on the vehicle at any time. We do not permit food or drink on our vehicles because of risk of allergies, along with choke risk and illness on board thru consuming food and drink, as well as general hygiene and cleanliness of the vehicle.

Please note that consuming food and drink on the coach incurs a penalty fine of £250. Going against this policy may result in the indefinite suspension of your access to TG Coaches services.

12; Confirmation

A Confirmation in the form of an email or signed acceptance form is the only basis for the hiring or for a subsequent alteration to its terms.

13; Payment

Payment must be made in full at the time of booking unless any other terms have been confirmed by the operator or you hold an account with TG Coaches in which case payment must be settled within 30 days of the invoice date.

Payment will be made via our stripe payment system for those that do not hold an account with TG Coaches. The stripe payment system incurs a 3.5% charge that is passed onto the customer. The operator reserves the right to add interest at the rate of 2% per month above the base lending rate from time to time of Barclays Bank from the date by which payment should have been made until the date of actual payment.

All private hire bookings are subject to an additional £100 damage deposit which is returned to the hirer upon completion of the booking and upon inspection of the vehicle for Soiling, damage or excess litter.



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14; Cancellation by hirer

In the event of cancellation by the hirer the operator reserves the right to retain a percentage of the total booking price. The hirer shall be liable to the operator for any losses incurred by the operator as a result of the cancellation or part cancellation but not exceeding the full cost of the hiring.

The amount retained will be calculated as follows:-

- Cancellations 14 Working Days or less - 25% of total booking price
- Cancellations 5 Working Days or less prior to date of hiring - 50% of total booking price
- Cancellations 2 Working days or less to date of hiring – 100% of total booking price

Neither the notification date nor the scheduled trip date shall be included in the calculation of cancellation fees.

Cancellation due to inclement weather conditions or venue cancellation will be charged as above. TG Coaches are happy to provide proof of costs to the hirer so they can present it to the venue in order to seek reimbursement.

15; Cancellation by the operator

In the event of any emergency or force majeure or of any action by the hirer to vary agreed conditions unilaterally the operator may by returning all money paid and without further or other liability cancel the contract.

16; Route extensions and delays

If a vehicle is detained by the hirer or taken on a journey longer than originally contracted for, the operator reserves the right to impose an additional charge commensurate with the incurred costs. During the hire period, the driver has sole discretion over the reasonableness of any requests for changes in route or timing.



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The vehicle(s) will depart at the times agreed upon with the hirer. The operator will not be liable for any loss or injury sustained by any passenger who fails to join the vehicle at the appointed time.

Any alterations to the agreed itinerary must be coordinated directly with the operator, at tgcoaches@minicabservices.com, not the driver.

Departure delays caused by the hirer and their party exceeding 15 minutes will incur an additional charge of £100.

17; Substitution policy

The operator reserves the right to provide a larger vehicle than specified at no additional charge unless additional seats are utilised, in which case an extra charge will be applied proportionally to the hire cost.

Furthermore, the operator reserves the right to substitute alternative vehicles (including those from other operators) or related facilities for all or part of the agreed hire, provided that these substitutes are of comparable quality.

18; Delays

The operator provides advice on journey duration in good faith but does not guarantee the completion of any journey within a specific timeframe. The operator will not be held liable for any loss, delay, or inconvenience caused by the actual duration of the journey.

The driver on the day of the journey can provide more accurate journey information and updates on traffic conditions.



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19; Agency arrangements

In cases where the operator hires vehicles from another operator at the request of the hirer, or arranges ancillary facilities such as meals, accommodation, ferries, admission tickets, or any other services provided by another supplier, the operator acts as an agent on behalf of the hirer. Any terms and conditions stipulated by these suppliers through the operator shall be binding on the hirer as if they had directly contracted for such services.

20; Passengers' property

For safety reasons the driver is the sole arbiter as to the carriage of passengers' luggage and its storage. Luggage may only be carried in the seating area if it will fit safely in the overhead shelves/lockers. The operator will not accept liability for any damage to or loss of any property left on a vehicle by a passenger, or whilst on the vehicle. All articles of lost property recovered from a vehicle will be held at the depot at which the vehicle is based for a period of 6 weeks. If requested, lost property can be mailed and the charges for this are payable by the hirer.

21; Conduct of passengers

The driver is responsible for the safety of the vehicle. Any passenger whose conduct is in breach of statutory regulations or is otherwise considered by the driver to be unacceptable may be removed from a vehicle or 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 by passengers during the hire.



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22; Damage, soiling and litter

The hirer is accountable for any damage, soiling, or litter caused to the vehicle by any passenger throughout the hire period. A minimum surcharge of £150 will be applied in cases of vehicle damage or soiling, and a minimum surcharge of £100 will be applied for excessive litter. These surcharges are payable to TG Coaches and will be deducted from the damage deposit held at the time of booking. Alternatively, for customers with an account, these charges will be billed to their invoice.

In cases where the damage or soiling necessitates the vehicle being out of service, the operator reserves the right to apply a surcharge of a minimum of £500 per day or part thereof. This surcharge is payable to TG Coaches upon demand.

23; Supervision

It is the responsibility of the hirer to ensure that the ratio of supervising adults to children specified in condition 7 is maintained at all times notwithstanding the removal of any passenger from the vehicle. If that ratio is not maintained the driver may in his discretion remove additional passengers from the vehicle to maintain that ratio or curtail or otherwise alter the hire.

24; Liability Insurance

Upon written request to tgcoaches@minicabservices.com a Liability Insurance certificate is available. Please allow up to 5 working days for TG Coaches to process your request.

25; Distracting driver during journeys

The hirer is responsible for ensuring that passengers do not distract the driver while operating the vehicle. Passengers should refrain from approaching or speaking to the driver while the vehicle is in motion, except in cases of emergency or with explicit permission from the driver.



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26; Complaints

If the hirer has any complaints regarding the operator's services, they should attempt to resolve the issue promptly by seeking assistance from the driver or contacting the operator. Complaints must be submitted in writing to the operator within 7 days of the booking date.

27; Posters etc

Displaying bill posters, banners, flags, notices, or similar items on any vehicle is prohibited without the consent of the operator.

28; Surcharges

When more than 28 days elapse between the hire being booked and its execution the operator reserves the right to pass on any increases in cost as a surcharge but any such surcharge would be limited to a maximum of 5% of the hire charge.

29; Third Party Rights

Any servants and agents of the operator are third parties to these conditions for the purposes of the Contract (Rights of Third Parties) Act 1999 and shall be entitled to enforce the same accordingly.

30; Termination

TG Coaches reserves the right to immediately terminate or suspend access to our Service, without prior notice or liability, for any reason, including but not limited to a breach of the Terms.



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31; Breakdown Procedure

In the event of a breakdown, procedures will vary based on the specific circumstances encountered. The driver assigned to the booking will initially contact the management team for guidance.

Where feasible, TG Coaches will make every effort to assist in-house, which may include deploying another driver and vehicle to rescue your party. The driver will communicate the rescue plan, to the lead passenger, as soon as they are informed and we endeavour to keep you updated as frequently as necessary as the rescue progresses.

Please note that onward travel to your pre-booked destination will depend on the timing of the breakdown and the remaining journey duration, as well as compliance with legal driving regulations.

If the expected delay poses a risk of exceeding legal driving hours, we cannot proceed with the booking unless an alternative driver is available. Should the management team determine that no spare vehicle or driver is available for in-house assistance, the driver will contact our breakdown service.

No additional costs will be incurred where alternative transport is supplied either in house or via our breakdown service. Where safe to do so, passengers must remain in the vehicle in the event of a breakdown. If the driver feels it unsafe to remain in the vehicle the driver will work with the lead passenger to move all passengers to a designated safe area.

TG Coaches cannot guarantee the duration of the rescue, whether in-house or through our breakdown service.



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32; Vehicle Facilities and Operational Considerations

Toilet Facilities

Customers may request a toilet-equipped vehicle at the time of booking. Whilst the Company will make every reasonable effort to provide this where requested, toilet facilities cannot be guaranteed and remain subject to vehicle availability and operational requirements.

Pick-Up and Drop-Off Locations

All collection and set-down points are subject to safety, legal access and suitability for the allocated vehicle. In some cases, including where there are road closures, restricted access, limited turning space, obstructions, parking controls or other safety concerns, it may not be possible to access the requested location.

In such circumstances, an alternative point will be agreed or designated as close as reasonably possible to the original address.

Operational Decisions

The Company reserves the right to determine whether a location is appropriate for the safe and lawful operation of the vehicle. Management decisions regarding operational matters are final.

Drivers are legally responsible for the vehicle and its passengers while on hire and may make on-the-spot decisions where necessary in the interests of safety, legality or manoeuvrability. Such decisions may be made without prior consultation with management where circumstances require.



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33; English law

This contract is governed by English law. In line with GDPR regulation our updated privacy statement can be found on our website at www.tgcoaches.co.uk

Should you have any queries please do not hesitate to contact our head office.

Terms & Conditions of Private Hire – Version July 2024

TG Coaches
1a St Johns Avenue
Colchester
Essex
CO2 7AR

**BY SIGNING THIS DOCUMENT, I AGREE THAT I HAVE READ AND UNDERSTOOD
THE TERMS AND CONDITIONS OF HIRE WITH TG COACHES.**

COMPANY NAME/SCHOOL NAME/PERSONAL NAME:

NAME OF COMPANY/SCHOOL REPRESENTATIVE (IF APPLICABLE):

SIGNATURE: