CONDITIONS OF HIRE:

ISSUED BY: MARSHALLS OF SUTTON ON TRENT LTD, 11 MAIN STREET, SUTTON ON TRENT, NEWARK, NG23 6PF. ☎ 01636 821138

PLEASE NOTE: THESE CONDITIONS DO NOT APPLY TO TRANSPORT PROVIDED AS PART OF A PACKAGE (AS DEFINED BY THE PACKAGE TRAVEL, PACKAGE HOLIDAYS & PACKAGE TOUR REGULATIONS 1992) ORGANISED BY THE OPERATOR.

1. Application.
These conditions apply whether the contract has been made verbally or in writing.
The hirer acts on behalf of all the passengers travelling 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 passengers on board including any additional costs incurred in performing the contract, whether or not they actually travel with the party.
If the hirer is not going to travel with the party, a representative must be chosen, and the company informed prior to the hire taking place. Marshalls of Sutton on Trent Ltd (The Company) will only accept instructions from the hirer or their nominated representative.
Where a copy of these conditions has been given to the hirer at any time, or the hirer has been advised verbally of all significant terms, making a booking will be deemed to signify acceptance of them. Where a hirer makes a booking before receiving these conditions and without being advised verbally of all significant terms, the hirer may cancel the contract without liability within 48 hours of receiving these conditions. Otherwise, the hirer will be deemed to accept these conditions.

2. Quotations.
Quotations are given on the basis of the direct route and on information provided by the hirer. The route used will be at the discretion of the company unless it has been particularly specified by the hirer in which case it will be clearly shown on the confirmation.
All quotations are given subject to the company having available a suitable vehicle at the time the hirer accepts the quotation. Quotations are valid for 28 days unless otherwise notified. Unless stated otherwise, admission charges and parking charges at special events are not included.

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

4. Route and Time Variation.
The company reserves the right to levy additional charges for additional mileage or time to that agreed. The charges will be £25.00 per hour or part thereof with exception of cases where a feeder driver is required as a direct result of the hirer's actions, in these cases a charge of a minimum of £100.00 will be made. Extra charges for any additional mileage will be calculated at time of hire taking into consideration current fuel costs. **This charge will apply to any late departures that impacts the drivers further working day and subsequent hires.**
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.

5. Drivers' 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 a 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. The calculation of any additional costs will be as in condition 4.

6. 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.

7. Conveyance of Animals.
On a private hire, no animals (other than guide dogs & hearing dogs notified to the company in advance) may be carried on any vehicle without prior written agreement from the company.

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

9. Payment.
A £50 deposit must be paid 7 days after confirmation of booking is made. The final balance payment in full, must be made 14 days before the start of the hire, unless otherwise agreed by the company. The company reserves the right to add interest at the rate of 2% per annum above the Bank of England base rate, calculated daily, from the date by which the payment should have been made.

10. Cancellation by Hirer.
a) If the hirer wishes to cancel any agreement will apply in relation to the total hire charge:

Notice Given	**Charge**			**Notice Given**	**Charge**	
August to April Hire date	Single Vehicle	More than 1 vehicle		**May to July Hire date**	Single Vehicle	More than 1 vehicle
More than 30 days	None	25% of hire		More than 30 days	None	25% of hire
10-30 days	10% of hire	50% of hire		10-30 days	25% of hire	50% of hire
6-9 days	25% of hire	60% of hire		6-9 days	50% of hire	60% of hire
3-5 days	50% of hire	70% of hire		3-5 days	75% of hire	75% of hire
1-2 days	85% of hire	85% of hire		1-2 days	85% of hire	85% of hire
Day of hire before or after arrival of coach at departure point	100% of hire	100% of hire		Day of hire before arrival of coach at departure point	100% of hire	100% of hire

b) The cost of accommodation, meals and theatre tickets which have already been booked by the company at the request of the hirer, will be charged to the hirer, plus any administration charges incurred by the company.
c) Cancellation due to inclement weather conditions will be charged as above.
d) Theatre tickets * once purchased are not returnable and must be paid in full. (* or other such ancillary service)

11. Cancellation by the Company.
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 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.

12. Vehicle to be Provided.

a) The company reserves 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 substitutes being of at least equivalent quality.

13. Breakdown & Delays.
The company 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 the company will not be liable for any loss or inconvenience suffered by the hirer as a result.

14. Agency Agreements.
Where the company 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 an agent for and on behalf of the hirer. Any terms and conditions imposed by such other suppliers through the company shall, insofar 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 hirer's action.

15. Package Travel Regulations.
If the hirer organises 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 purposes 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, the company cannot accept any liability that may be incurred for injury, losses or damage that it would otherwise accept under the terms of those regulations.
The hirer accepts responsibility for establishing whether they are so defined, and the company cannot accept liability for loss or damage incurred that should have been the responsibility of the hirer if the hirer was the legally defined organiser or retailer.
Where the company agrees to act as an organiser or retailer, it will issue separate conditions of trading relating to its liabilities and responsibilities under the Regulations.

16. Passengers' Property.

a) All vehicles hired by the company 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 the company in advance of such requirements.
b) The company 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 driver if items of exceptional value are to be carried on the vehicle. It is the hirer's responsibility to minimise risk of loss when property is left unattended.
c) The company's liability for loss and damage to property, however caused, is limited to £500 per bag, case or package with an overall limit of £1000 (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) The limits in this section do not apply to personal injury claims.
e) 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. The company will provide details of this legislation on request.

17. 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 caused to the vehicle by 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, (as amended) and the conditions of entry to race courses as laid down by the Race Course Association Ltd. The company will provide details of these restrictions on request.
c) The company reserves the right to charge a cleaning & disinfection fee if a vehicle is soiled whilst on private hire.

18. Complaints.
In the event of complaint about the company's services, the hirer should endeavour 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. The company will acknowledge all complaints and will normally reply fully within 28 days.

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

20. Refreshment and Alcoholic Drinks.
Other than on a vehicle fitted expressly for that purpose, food (except confectionery) and drink (including alcoholic beverages) may not be consumed on the vehicle without prior written consent from the company.

21. Surcharges.
Once a confirmation has been issued to the hirer, the company reserves the right to pass on increases above 10% in the cost of fuel on the booking date, taxes imposed by the Governments of the UK and other countries to be visited during the journey, road tolls and foreign currency. 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. If you wish to have clarification on any surcharges, please contact the office 7 days prior to your date of hire.

22. Guild of British Coach Operators Guarantee.
As a member of "The Guild of British Coach Operators" we guarantee the following points for circumstances within our control
Punctual pick up
A fully operational coach
24 hour emergency back up
Courteous and prompt reply to enquiries
Confirmation of booking by email or post
We will not cancel any booking (except in the case of non-payment or other breach of our conditions of hire)
Fully uniformed drivers
A recognised complaints procedure

23. Administration Fees
If after our confirmation has been issued to you regarding your booking, any changes or alterations may be subject to a **£10.00** administration fee. This fee will be at the discretion of the company.

24. PSVAR Coaches - Wheelchair Lift Restrictions and Information
Wheelchair access onto the coach is via a lift. Be advised that the lifts carry a maximum combined weight of **350kg** and require a flat surface to operate.
You will need to allow between 15 to 30 minutes of additional time for loading and unloading, please discuss this with us at the quotation stage.
The location of the pick-up and drop-off will also need to be discussed in detail as coaches require more road and pavement space.
On-board toilets are not wheelchair accessible, so additional stops for comfort breaks may need to be factored into your journey.

T&C Updates

Updated 15/01/19 - adding 17 a)

Updated 19/12/19 - change to response to complaint.

Updated 09/03/23 - change to point 9 - deposit and balance payment arrangement.

Updated 06/03/2024 – change to point 4 – late departure charges.

Updated 27/06/2025 – Addition of Point 24 – PSVAR Coaches - Wheelchair Lift Restrictions and Information

Updated 04/03/2026 – Change to point 21 – Surcharges due to increase in fuel costs.