



# Road Haulage Association Limited

## Private Coach Hire Conditions of Carriage 2024

### Explanatory Notes and Guidance for Members

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#### **BACKGROUND**

These terms and conditions are to be used by the members of the Road Haulage Association (RHA) with fully paid-up membership. These conditions are specifically for use by coach operators providing private coach hire and are not applicable to any other types of contracts. These terms and conditions will, if incorporated correctly, have contractual effect on both parties to an agreement. The manner in which they have been drafted tilts them in favour of the coach operator and so it is naturally recommended that all members use these conditions for any private coach hire work which they carry out.

**Please note that these terms and conditions may only be used by RHA Coaches Members and cannot be used by anyone who is not a paid up member of RHA, unless they are explicitly permitted to do so by someone within the RHA with authority to authorise such a decision, and for which written confirmation of this permission is received.**

In order to incorporate these terms, there are some considerations the member must have when providing quotes to their customers. These terms will not have contractual effect and will not bind the parties to an agreement unless the customer is aware at the time of entering into a contract that these terms apply. This means that RHA Members wishing to use these terms must make it explicitly clear to their customers at the outset that these terms and conditions will apply to the private coach hire. We recommend that when providing quotes to customers, the below wording should clearly be included within their quote documentation:

*'The RHA Private Coach Hire Conditions of Carriage, as amended from time to time, shall apply to all private coach hire by [COMPANY NAME] and shall have effect to the exclusion of all other terms including the customer's own.'*

Along with either providing a copy of the terms to the customer or stating where a copy of the terms can be accessed. We also recommend that the operator consistently refers to the application of the RHA Private Coach Hire Conditions of Carriage throughout their communications with the customers, for example members may choose to refer to the application of the terms and conditions at the bottom of emails and any other correspondence with the customer, including on the invoice. This makes it undeniably clear that the customer understands that the RHA member operates under these terms and conditions and that these are the terms that apply to the contract.

#### **DEFINITIONS**

The definitions set out in the Conditions of Carriage operate to clarify the main body of the terms. On the whole the definitions are fairly self-explanatory.

**'Contract'** – means the agreement between the customer and coach operator for the provision of private coach hire. The method in which the agreement was reached between the parties does not matter and it will still constitute a contract whether the agreement was made orally, by email or by way of a signed agreement.

***‘Force Majeure Event’*** – this definition is referred to in condition 9 and the effect of this is that an RHA Member will not be liable where they are unable to provide the services as a result of an act of God, riots, civil commotion and a variety of other events that the member cannot reasonably be said to have anticipated at the time the contract was entered into.

***‘Hirer’*** – in these conditions the customer is referred to as the ‘Hirer’.

### **BASIS OF CONTRACT**

The main reason for this condition is to outline at what point a contract between the Hirer and the Operator comes into existence. This condition provides that a contract comes into existence at the stage at which the Operator issues a written confirmation of the booking to the Hirer after the Hirer has accepted the Operator’s quote. The reason that it is important for the contract to come into existence at this point rather than at the time at which the Hirer accepts the Operator’s quote, is to prevent the Operator from being bound by the contract where circumstances may have changed since the quote was given.

This condition also provides that the Operator may use any route unless a specific route is requested in advance by the Hirer and requires the Hirer to notify the Operator at the time of making the booking if the reason for the coach hire is to travel to or from events or venues, such as football matches or music festivals.

### **OBLIGATIONS OF THE HIRER**

This condition sets out certain obligations on the Hirer, for example to appoint a representative who will travel with the party and be responsible for the actions of all passengers.

In the event that the Operator’s performance is delayed or prevented as a consequence of the actions of the Hirer, then the Operator is entitled to suspend performance of its obligations until the situation is remedied by the Hirer. In doing so, the Operator will not be liable for any costs or losses sustained or incurred, and the Hirer shall reimburse the Operator for their own incurred costs or losses.

### **PASSENGER PROPERTY**

This condition makes it the discretion of the driver as to whether an item of luggage or other personal property can safely be carried on the vehicle, therefore allowing the driver to refuse to allow any oversized luggage onboard.

It sets out specific sizes for mobility scooters and wheelchairs which will be allowed on the vehicle and provides that it shall be at the driver’s discretion whether to allow any mobility scooters and wheelchairs onboard which are larger than the specified size.

There is also a requirement for the Hirer to notify the Operator at least 48 hours in advance of any passengers who will be using a mobility scooter or wheelchair in order allow the Operator time to ensure that any access requirements can be met.

### **LIABILITY OF THE OPERATOR**

This section pertains to more general liabilities which may arise under the contract with the Hirer, inclusive of but not limited to costs, losses or damage to property which may arise during the performance of the contract. That being said, in accordance with the tests of reasonableness and in consideration of legislation relating to the fairness of contracts, there are instances where we are not able to totally exclude or limit liability. For example, where it is deemed unfair to totally exclude liability for damage to passenger property, the Operator’s liability is limited to the lesser of the value of the property actually lost or damaged, the value of replacing or repairing that property or £500 per bag, case or package. The overall limit for damage to property is then £1000 per passenger.

On top of this, where there is any loss of or damage to a wheelchair, mobility equipment or other assistive device which is caused by the Operator, then the Operator will be responsible for the cost to repair or replace such lost or damaged equipment.

With respect to wholly excluded liabilities, these conditions exclude:

- loss of revenue;
- loss of profits;
- loss of business or opportunity;
- business interruption;
- any indirect or consequential losses.

For any other losses which are not excluded, the Operator's liability is limited to the amount charged by the Operator for the provision of the services.

### **CANCELLATION**

Where a Hirer cancels a booking within a certain time period before the date of the hire, then certain cancellation charges will be payable by the Hirer, with the amount of the cancellation charge increasing the closer the notice of cancellation is to the date of hire.

This condition also covers the scenario in which as part of the services being provided, the Operator is also responsible for booking tickets, such as event tickets, concert tickets or theatre tickets as outlined in the definition of 'Tickets' under condition 1. Where any tickets are cancelled or postponed by the third-party provider, then the Operator will still be entitled to charge to the Hirer any amount for those tickets which could not be refunded by the third party, as well as any applicable cancellation charges in respect of the vehicle hire.

### **CONCLUSION**

The above advice and explanatory notes should adequately explain the key mechanisms of the RHA Private Coach Hire Conditions of the Carriage and the effect that they may have on contracts between RHA Members and their customers. It is important to note that these terms are to be used only in relation to private hire work and would not be applicable to other types of passenger travel. The terms are drafted in favour of the coach operator and so we would recommend that they are incorporated into every contract for private coach hire as outlined at the beginning of these explanatory notes.