



Guernsey Outriders (a division of Channel Seaways Ltd)

Customer Agreement

1. Conditions of Escort Hire

These conditions apply whether a contract has been made verbally or in writing. The hirer contracts with Guernsey Outriders, a division of Channel Seaways Ltd ("The Company") on behalf of the hirer and as an agent for all vehicles being moved within the booking. The Hirer expressly warrants that he has full authority from his client to enter into this contract on their behalf and to accept this Conditions of Hire. The Hirer shall indemnify The Company against any and all loss, claim damage, award or settlement which may be made against The Company, in excess of the exclusions and limitations of liability contained in the Conditions of Hire, as a consequence of any lack of authority upon the part of the Hirer to enter into this contract.

2. Use of Escort Vehicle.

The States of Guernsey Traffic and Highway Services advise on what size of vehicle travelling in Guernsey require an escort. Please click on the link at the end of the document for further general information on the Regulations on Oversize Vehicles.

3. Vehicles being Escorted

Please refer to **sections 1 to 4** of the Escorting Oversize Vehicles and Abnormal Loads – Service Provider Guidelines which can be found on a link at the end of this document for advice on size and weight restrictions, trailer requirements, permits, specified routes, time restrictions, speed restrictions, load requirements and weather restrictions.

4. Driving

- a. It is the responsibility of the Hirer to ensure that the driver of the vehicle to be escorted has the relevant driving license which allows him to drive the vehicle in question.
- b. Drivers of the escorted vehicle must obey directions/ instructions from the Special Constable conducting the escort at all times.

In addition to the above, please find the link to Escorting Oversize Vehicles and Abnormal Loads - Hauliers Guidelines at the end of this document.

5. Permits

An oversize vehicle permit is required to be obtained from Traffic and Highway Services. Without this the oversize vehicle/load will not be allowed to be moved on the island. Applications for permits must be made by the haulier to Traffic and Highway Services who require **at least 3 working days** to process the application. Application forms can be found on their website www.gov.gg/vehiclepermits or can be obtained from Traffic and Highway Services offices on Bulwer Avenue. It is the **responsibility of the haulier** to apply for this permit well in advance of the required escort date/s. If the escort has been provisionally booked before application and a permit is not available or evidenced by the haulier to the



escort rider, the vehicle cannot be moved until a permit is in place and escort charges will still be incurred. (Section 4.6 of Escorting Oversize Vehicles and Abnormal Loads – Service Provider Guidelines, the link to which can be found at the end of this document.)

6. Street Furniture

If it is necessary for street furniture, such as bollards, to be removed for the escorted load/vehicle to pass through Traffic and Highway Services must be contacted in advance by the escort service to arrange for this to be carried out. A charge will be made to the Haulier for this work. (Section 4.7 of the Escorting Oversize Vehicles and Abnormal Loads – Service Provider Guidelines the link to which can be found at the end of this document.)

7. Closing of Roads/ Traffic Restrictions

Where a road needs to be closed or traffic management measures introduced for a vehicle to be escorted along or parked on that road, it is the responsibility of the Hirer to arrange for the closure or traffic management measures to be installed by Traffic and Highway Services in advance of the escort. If these measures are required out of office hours (in the event of an urgent escort requirement) then the Hirer must apply to the Guernsey Police. (Section 21.5 of Escorting Oversize Vehicles and Abnormal Loads – Service Provider Guidelines the link to which can be found at the end of this document.)

In relation to roadworks and traffic information, it is recommended that the haulier also make themselves familiar with the planned and agreed roadworks on the island. The Roadworks website allows public views of the Island Road Works Information System which shows planned and agreed roadworks <http://roadworks.gov.gg/GSW/roadworks.htm> (Section 21.6 of Escorting Oversize Vehicles and Abnormal Loads – Service Provider Guidelines the link to which can be found at the end of this document.)

8. Prices and Bookings

It is important on booking that the haulier gives clear information about start point and destination point for the escort and the number of trips that are required too. The Hirer is not to assume they will be allocated the whole hour if not required for the booking they originally make, unless specifically requested at original booking. If additional adjustments are required after the original booking i.e. more than one movement is required and the next slot has already been booked by another Hirer, this secondary adjustment may not be possible and a separate booking would have to be made.

Where no other escort booking has previously been accepted by The Company for the time requested, The Company will provide all escorts requested at no less than 24 hours' notice. Acceptance of bookings without the required notice will be at the discretion of The Company. However, the Hirer should note that if the escort is required on a weekend or Bank Holiday or it will require a double escort then 48 hours' notice is recommended. If the desired booking date/time is already taken, The Company will do it's best to provide the closest time possible to that required. (Sections 6.1 and 7 of the Escorting Oversize Vehicles and Abnormal Loads – Service Provider Guidelines the link to which can be found at the end of this document.)



9. Cancellation by Hirer

- a. Less than 12 hours prior to scheduled commencement of Escort Services will incur a charge of 100%. The Company shall also be entitled to charge a 100% cancellation charge and (if reasonable to do so having regard to The Company's commitments to other Hirers) decline to provide some or all of the Escort Services booked for a particular time if, due to the Hirer's act or omission, there is a delay of 10 minutes or more in the ability of The Company to commence provision of the Escort Service in accordance with the booking relating to them.
- b. Between 12 and 24 hours prior to the scheduled commencement of Escort Service will incur a 50% charge.
- c. More than 24 hours prior to scheduled commencement of Escort Services will incur no charge.

10. Cancellation by The Company

In the event of any emergency, riot, civil commotion, strike, lockout, stoppage or restraint of labour or in the situation of a force majeure position over which The Company has no control, or in the event of the Hirer taking any action to vary agreed conditions unilaterally, The Company may by returning all monies paid and without further or other liability cancel the contract.

11. Payment

- a. The Company reserves the right to add interest at the rate of 2% compound interest, per calendar month, after the date by which the payment should have been made.
- b. The Hirer, with prior agreement of Traffic & Highway Services, shall be liable for the payment of a deposit and/or full payment if requested prior to commencement of the Escort being undertaken. Should the requested monies not be forthcoming, The Company will request the monies direct from the driver of the vehicle being escorted. Should monies not be available the services of The Company will be deemed to have been cancelled and 100% cancellation charges will be applied.
- c. Payments can be made to The Company by cheque, credit card, cash or BACs payment. The Company reserves the right to advise the method of payment made by Hirer if they do not hold an account with The Company. Any bank charges raised against The Company for handling dishonoured cheques, credit card payments or bank transfer will be recharged to the Hirer with an administration charge of £25.00

12. Route and Time Variation

- a. Should an escort vehicle be detained by the Hirer for more than 10 minutes or taken on a longer journey than contracted for as specified at the time of booking, The Company reserves the right to make an additional charge commensurate with the costs incurred.
- b. If the vehicle is not ready within 10 minutes of the time booked a full escort charge will be billed in accordance with Clause 9 above. The Company will endeavour to honour a second booking when the vehicle is ready; however this may not always be possible.



13. Escort vehicle to be provided

The Company reserves the right to substitute a motorcycle with a four wheeled vehicle with a red flashing light, in the event of a breakdown, availability of motorbike escort riders (we have trained four wheel escort drivers as well), prevailing weather conditions render it unsuitable or dangerous for motorcycles to be on the road.

14. Delay

The Company can only provide advice on journey times in good faith and cannot guarantee that completion of the journey in any specific timeframe and will not be liable for any and all losses or inconvenience caused by the actual journey times, whether express or implied under this contract.

15. Governing Law

- a. This contract is governed in accordance with the Guernsey Law.
- b. These conditions will be reviewed on a regular basis and are available, along with the documents below, via Traffic and Highway Services website at <https://www.gov.gg/vehiclepermits>

Document Links

Regulations on Oversize Vehicles <https://www.gov.gg/CHttpHandler.ashx?id=100999&p=0>

Escorting Oversize Vehicles and Abnormal Loads – Service Provider Guidelines
<https://www.gov.gg/CHttpHandler.ashx?id=111466&p=0>

Escorting Oversize Vehicles and Abnormal Loads - Hauliers Guidelines
<https://www.gov.gg/CHttpHandler.ashx?id=101000&p=0>

Oversize Vehicle Escort charges <https://www.gov.gg/CHttpHandler.ashx?id=117580&p=0>