

**PELLYS TRANSPORT & REGULATORY LAW**  
**TERMS & CONDITIONS FOR PASSENGER TRANSPORT OPERATORS**

**CHALKWELL GARAGE AND COACH HIRE LTD GENERAL BOOKING CONDITIONS**

**Application**

1. These General Booking Conditions (the "conditions") apply whether or not 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. Any person who travels on any of the operator's services shall be considered to have agreed to be bound by these conditions. For the purposes of the conditions the hirer shall be the person or group or limited company or partnership that contracts with the operator to hire a seat or seats in one or more of the operator's vehicles and/or that contracts with the operator to hire one or more of the operator's vehicles.
3. It is agreed by the hirer that these conditions constitute the entire agreement between the hirer and the operator and that they supersede any previous agreement made between the parties.
4. Where the hirer makes a booking on behalf of the hirer and/or one or more other passengers, the hirer acts on behalf of all those passengers for whom the hirer has made a booking. Where the hirer hires one or more of the operator's vehicles, the hirer acts on behalf of all passengers travelling in each vehicle hired. If the hirer is a group, or limited company or partnership, an individual must be named as the responsible person.
5. The hirer is responsible for the actions and omissions of (1) all passengers for whom the hirer has made a booking and/or (2) all passengers on board each and every vehicle hired by the hirer. The hirer is also responsible for any additional costs incurred in performing the contract, whether or not the hirer actually travels with any of the passengers. If the hirer does not travel with all the passengers, a nominated representative must be chosen, and the operator must be notified in writing prior to the hire taking place.
6. The operator will only accept instructions from the hirer or the hirer's responsible person or the hirer's nominated representative as appropriate.
7. Making a booking will be deemed to signify acceptance of these conditions if the hirer has been offered a copy of these conditions prior to making a booking whether or not the hirer or the hirer's servants or agents has actually considered the conditions before making the booking. For the avoidance of doubt the offer to provide a copy of these conditions may be made orally or in writing.
8. Making a booking will also be deemed to signify acceptance of these conditions if a copy of these conditions has been given to the hirer at any time, or if the hirer has been advised verbally of all the significant terms contained in these conditions before the hirer makes a booking.

**Quotations**

9. Quotations are given on the basis of the service specified by the operator and on information provided by the hirer. The route used will be at the discretion of the operator unless it has been particularly specified by the hirer and agreed by the operator in which case it will be clearly shown on **the quotation and acceptance of booking form**. No variations of or amendment to these conditions or any quotation or proposal shall be binding on the operator unless it is expressly agreed in writing in advance by the operator.
10. All quotations are given subject to the operator having a suitable vehicle at the time the hirer accepts the quotation and subject to the hirer paying on time any deposit due. The availability of a suitable vehicle shall be at the sole discretion of the operator. Quotations are valid for 28 days unless otherwise notified. Quotations are given for vehicle and driver only. Any additional charges will be separately identified and will be the hirer's responsibility unless otherwise specified.

11. Unless otherwise stated, admission charges, meals, accommodation and all parking charges are not included in the quoted price.

### **Use of the vehicle(s)**

12. The hirer should not assume use of the operator's vehicle(s) between outward and homeward journeys, nor should the hirer assume that the vehicle will remain at the destination for the hirer's use unless this has been agreed with the operator in writing in advance.

### **Route and time variation**

13. During the hiring the vehicle driver is the sole judge of the reasonableness of any request for a change of route and or a variation of the timetable.
14. Should a vehicle be detained by the hirer or taken on a longer journey than that contracted for, the operator reserves the right to make an additional charge commensurate with the costs incurred subject to a minimum charge of £50.00 payable within 7 days of the day when any such vehicle is detained or taken on a longer journey than that contracted for. It is the hirer's responsibility to ensure that the hirer's nominated representative is aware of this condition in order to avoid any misunderstanding.
15. In any event the vehicle or vehicles will depart at times and at locations as specified by the operator and as agreed with the hirer and the operator will not be liable for any loss or injury sustained by any passenger who fails to join or alight from a vehicle at the appointed location and or time. For the avoidance of doubt any hirer or passenger who fails to attend a pick up point on time and thereby is unable to board the operator's vehicle remains liable to the operator for the cost of the booking and must bear any onward journey costs.
16. The operator reserves the right to levy additional charges for additional mileage or time to that which is agreed. The charges will be pro rata and in accordance with the formula advised on **the quotation and acceptance of booking form**.
17. The vehicle or vehicles will depart at times agreed by the hirer, and it is the responsibility of the hirer to account for all passengers for whom and/or upon whose behalf the hirer has booked passage at those times. The hirer agrees that the operator will not be liable for any losses incurred by passengers who fail to follow any instructions given by the hirer or the hirer's servants or agents including the hirer's responsible person or nominated representative.
18. The operator takes every precaution to meet pick-up and set-down deadlines but is indemnified by the hirer in the event of delays which are outside of the control of the operator and or the control of the operator's servants or agents.
19. Variations in any journey can only be accepted subject to the operator's prior commitments and for any such acceptance to be valid it must be confirmed in writing by the operator to the hirer prior to the hire to which any such variation relates.

### **Drivers' hours**

20. The hours of operation for the driver are regulated by law, and the hirer accepts the responsibility of ensuring that the hire keeps to the hours and times agreed by the operator.
21. Neither the hirer nor any passenger shall delay or otherwise interrupt the journey in such a way that the driver is put at risk of breaching the current regulations relating to driving hours, duty time and rest periods. If any breach is likely to occur, the hirer will be responsible for any additional costs incurred. The calculation of additional costs will be in accordance with **condition 14** above.
22. The operator reserves the right to curtail or otherwise alter any hire which does not comply with the relevant regulations without liability to the hirer or the hirer's passengers.

## Seating capacity

23. The hirer must not load any vehicle beyond the number of passengers which it is legally permitted to carry.
24. The operator will only agree to carry passengers under the age of 18 years if such carriage has been expressly confirmed in writing by the operator at least 7 days before the date when the carriage is due to take place.
25. At the time of booking, the operator will agree and specify the legal seating capacity of the vehicle to be supplied. The hirer must not load the vehicle beyond this capacity. Under no circumstances may any courier seat be used by the hirer and or the hirer's passengers.

## Conveyance of animals

26. On private hire, no animals (other than guide dogs and hearing dogs notified to the operator in advance) may be carried on any vehicle without prior written agreement from the operator.

## Confirmation

27. Written confirmation by the operator is the only basis for the acceptance of a hiring or for the subsequent alteration to the operator's conditions unless the operator agrees otherwise, such agreement to be notified to the hirer in writing.

## Payment

28. Any deposit requested by the operator must be paid by the date stated, and payment in full must be made at least 7 days before the start of the hire unless otherwise agreed in writing by the operator. For any late payment, the operator reserves the right to add interest at the rate of 2% compound interest per calendar month calculated on a daily basis starting with the date by which payment should have been made.
29. In respect of bookings made more than one month in advance the operator reserves the right to increase the prices which the hirer is required to pay. In the event that the operator exercises this right the hirer shall be entitled to cancel the hire or to continue at the revised price. In the event of cancellation as set out in this condition the hirer shall be entitled to a full refund, such refund to be paid by the operator to the hirer within 28 days.

## Cancellation by the hirer

30. Save that in the case of day break services no refunds will be made for cancellations received less than 7 working days before departure, in the event of cancellation of any of the operator's other services by the hirer of a single booking, the operator reserves the right to retain the hirer's deposit and the hirer agrees that the following scale of charges will apply in relation to the total hire charge subject always to a 10% administration fee which shall be added to the figures set out below:

Notice given	Single vehicle/seat(s) charge	Charge for more than one vehicle
14 days or more	None	50% of hire
6-13 days	10% of hire	60% of hire
3-5 days	25% of hire	70% of hire
1-2 days	50% of hire	85% of hire
Day of hire before arrival of vehicle at departure point	At least 85% of hire	At least 85% of hire
At or after arrival of vehicle at departure point	100% of hire	100% of hire

31. The hirer will also be liable to reimburse the operator for the cost of any other services, including but not limited to accommodation, meals and theatre/ferry tickets which have already been purchased by the operator at the request of, and as the agent for, the hirer, in addition to any administration charges incurred by the operator.
32. Theatre tickets or any other ancillary services including but not limited to accommodation and ferry charges once purchased are not returnable and must be paid in full.
33. In the event of cancellation by the hirer of an agreement with the operator whereby the operator agrees to provide two or more bookings for the hirer and or the hirer's passengers, the hirer is required to provide the operator with notification of such cancellation no less than 3 calendar months prior to the date of the next booking which is the subject of the agreement for the operator to provide the hirer with two or more bookings as referred to in this condition. Failure to provide such notice in time shall render the hirer liable to reimburse the operator for all losses and costs and expenses incurred by the operator including but not limited to pure economic loss and loss of profit and loss of business and loss of reputation.
34. For the avoidance of doubt, the hirer agrees to pay cancellation charges, as set out in **conditions 30 and 33** above in the event that cancellation is made due to inclement weather conditions.
35. Should an existing booking or contract be cancelled, in writing, by either party, this will result in any credit terms being revoked and all outstanding monies will become due with immediate effect.
36. Please see below for the operator's conditions for refunds available on its commuter services.

#### **Cancellation by the operator**

37. In the event of any emergency, force majeure, riot, civil commotion, strike, lock out, stoppage or restraint of labour or on the happening of any event over which the operator has no control (including adverse weather and road conditions) or in the event of the hirer taking any action to vary the conditions unilaterally, the operator may, by returning all money paid without further or other liability, cancel the contract.
38. Without any liability on the part of the operator to the hirer or to any of the hirer's passengers, the operator reserves the right to cancel and or amend any aspect of the tour itinerary including the whole of the tour in the event of there being found to be a risk of contagion at any point either prior to the date of departure or during the period of hire itself.

#### **Vehicle to be provided**

39. Any request by the hirer to the operator for the hire of a specific vehicle can only be accepted subject to availability.
40. The operator reserves the right to provide a larger vehicle than specified at no additional charge unless any extra seats are used in which case an additional pro rata charge will be added to the hire charge.
41. The operator reserves the right to substitute another vehicle or other vehicles (including those of a third party) or ancillary facilities for all or part of the hiring subject to such substitutes being of at least an equivalent standard.
42. For the purposes of these conditions 'vehicle' shall be defined as the coach, bus, minibus or other road vehicle provided by the operator and or the operator's servants or agents (including vehicles supplied by a third party) to convey anyone travelling on any of the operator's services.
43. For the avoidance of doubt the operator reserves the right to provide an alternative vehicle from a sub-contractor, who meets wherever possible all the operator's quality criteria, without prior notice to the hirer or the hirer's passengers in which event **conditions 45 and 46** below will apply.

## **Breakdown and delays**

44. Any advice on journey time which the operator gives is given in good faith. However, the hirer agrees that the operator cannot be held responsible for any failure to meet any published journey schedule and or itinerary as a result of breakdown or traffic congestion or any other event beyond the reasonable control of the operator.

## **Agency arrangements**

45. Where the operator hires in vehicles from other operators at the request of the hirer and or the operator arranges ancillary facilities such as meals, accommodation, ferries, admission tickets or any other services provided by another supplier, including for example ancillary services as part of its day break service (see below), it does so as agent for and on behalf of the hirer.
46. Any terms and conditions imposed by such other suppliers shall, in so far as they are supplied to the hirer, be binding on the hirer as if the hirer had directly contracted such services and the hirer shall indemnify the operator against any loss, claim, damage or award in respect of a breach of such supplier's terms and conditions brought about by the action or actions of the hirer and or the hirer's passengers.

## **Day break services**

47. If after a day break service ticket has been issued to the hirer, the hirer wishes to change from one day break service to another day break service then the operator will use its reasonable endeavours to enable that change to be made without such a change amounting to a cancellation made by the hirer.
48. Any request for a change in day break service, as above, must notified to the operator in writing by the hirer. If permitted by the operator, a change in day break service will be the subject of a payment of 10% of the price of the original hire plus any additional cost for the revised booking. Changes and cancellations should be notified directly to the company.
49. An optional cancellation and refund guarantee policy is available for each passenger on the operator's day break services supplied by Sharrock Insurance Services. For a small cost, this provides additional cover should it become necessary to cancel the day break service. Please contact either the operator or Sharrock Insurance Services (01795 580800) for further details of this policy.
50. All prices quoted are per person and cover a reserved seat on the vehicle and the cost of all admissions and meals as indicated in the general description of the tour. All prices are based on the current standard rate of VAT (15% from 1.12.08). Refreshments are not included unless specifically mentioned in the tour itinerary.
51. The operator does not bear any responsibility for any extra expenses incurred by the passenger.
52. The arrangements for the operator's day break services in the operator's brochures are made many months in advance and changes are sometimes unavoidable. Most of these changes are very minor but where they are significant the operator will notify all hirer's as soon as it is reasonably possible before the departure date. Unfortunately some destinations change their details without making this public knowledge or after the operator's brochures have gone to print. Whilst the operator makes every effort to investigate destinations prior to departure the operator takes no responsibility for events outside of our control including but not limited to the failure on the part of third party service providers to notify the operator of changes to their services and or facilities.
53. Examples of changes to itineraries which the operator accepts as being significant include in resort area or a change of tour itinerary which involves a destination being completely eliminated from the revised itinerary.
54. In the event of a significant change the operator agrees that the hirer may decide to change or cancel the booking. If the hirer wishes to change the booking the operator will agree to deal with this subject to availability without making any administrative charge. In the event that the hirer wishes to cancel the booking the operator agrees to refund to the hirer all the money which the hirer has paid to the operator within 14 days, such refund to include any deposit.

55. Hirers and passengers are advised that there are occasions when it may be necessary to change vehicles en route for operational purposes. In such cases the seat numbers shown on the travel ticket will normally still apply although, on occasions, it may be necessary to provide seats elsewhere on the vehicle from those originally chosen. The replacement vehicle may have a different capacity and facilities and it may be necessary to use more than one replacement vehicle, such as an appropriate number of mini-coaches.

### Commuter services

56. The timetable(s) published from time to time by the operator show the times which the operator believes are realistic but incidents may arise which cannot be foreseen or avoided. Liability cannot be accepted for losses arising from any failure to adhere to the timetable as a result of circumstances beyond the operator's control. Many of the operator's vehicles are fitted with reliable two-way radio communication to help reduce delays. The operator reserves the right to change the service timetable and or fare structures for its services.
57. Tickets are not transferable and remain the property of the operator throughout their validity. Tickets will be inspected by the driver or ticket collector and may be withdrawn in case of misuse including but not limited to the use of a ticket by a person other than the person to whom the ticket was issued.
58. **Passengers may not travel without a valid ticket and anyone who has purchased a season ticket but is not carrying it with them when boarding one of the operator's vehicles will be required to purchase a ticket to travel, the cost of which is not refundable.** All purchases made by cheque must be supported with a corresponding banker's card failing which travel may be refused, any such refusal being at the sole discretion of the operator.
59. The driver, ticket collector and any other authorised member of the operator's staff is empowered to require a passenger to leave a coach should their behaviour be a danger to themselves or a danger or a nuisance to other passengers or to other road users. Such behaviour shall include but not be limited to consumption of alcohol, noise from any instrument, radio or recorded sound player, excessive use of mobile telephones or any threatening behaviour to staff or other passengers.
60. For the purposes of these conditions an application for a refund on a commuter service annual ticket will be calculated on up to 40 weeks of travel calculated from the date of commencement of travel and after that period no refund is payable. A refund will be calculated on the cost of the ticket less the cost of the number of four weekly, weekly and day return tickets that would have been necessary to cover travel on the expired portion. Refunds for tickets paid for by company cheques will be paid to that company unless otherwise authorised in writing by a director of that company. A £35.00 administration charge shall apply to any such refund.
61. For the purposes of these conditions an application for a refund on a commuter service four weekly ticket will be calculated on the cost of the ticket less the cost of the number of weekly and day return tickets that would have been necessary to cover travel of the expired portion. A £20.00 administration charge shall apply to any refund of a four weekly ticket.
62. All refunds must be applied for in writing and will be calculated on the date when they are received by the operator.
63. In the case of illness only, the hirer may deposit his or her ticket at the operator's office.
64. Refunds in the case of sickness will not be available to annual or four weekly ticket holders but the period of validity of the annual or four weekly ticket in question will be extended by the issue of a new ticket taking into account the number of working days that the ticket is lodged with the operator with the expiry date extended to match the number of travelling days missed. A doctor's certificate or a hospital certificate confirming the ticket holder's inability to work to cover the period that the ticket is held must accompany the claim (a self certification form is not acceptable). No allowance will be made for any days other than when the ticket is at the operator's office.

65. Replacement annual and four weekly tickets will be issued at £10.00. No replacement tickets or refunds can be issued for five day, ten journey, single or day return tickets.
66. Annual and four weekly tickets can be purchased from the operator by cash, debit card, credit card or cheque made payable to Chalkwell Garage and Coach Hire Limited. Ticket renewals can also be applied for by telephone with either a debit or credit card or via the ticket collector providing that the purchase of the annual or four weekly ticket is made at least five working days before the start date of the ticket. All applications must be made and paid for in advance of issue. No ticket will be issued unless it is paid for.
67. A passport sized photograph must be submitted with the first application for any annual or four weekly ticket and re-submitted if no application(s) have been made within the preceding twelve months. Tickets will be posted to the address stated on the application with the exception of payment made by credit or debit card when the ticket will be posted to the address of the card holder.
68. Upon first application an identity card must be issued. This must be available at all times for inspection along with the ticket.
69. No extension or refund will be given in the case of holidays.
70. No extension or refund will be given in the case of any period of sickness of less than 72 consecutive hours.
71. Any lost annual or four weekly ticket must be reported to the office immediately. A duplicate ticket will be issued upon receipt of an administration fee of £10.00. Journeys made whilst awaiting issue of a replacement ticket must be paid for on the vehicle, the cost of which is not refundable.
72. Annual and four weekly tickets must be carried on every journey failing which the operator will charge for the journey in question or refuse to permit travel.
73. Annual and four weekly tickets are not transferable and any ticket found used by someone other than to whom the ticket was issued will be withdrawn.
74. Weekly season tickets are issued on the vehicle on the day of travel. Weekly season tickets are issued on Monday am/pm and Tuesday morning journeys only. All weekly season tickets are valid until Friday afternoon of the week in which the ticket was issued. Weekly season tickets are not transferable or refundable. The purchaser must sign for the ticket at the time of issue.
75. Ten journey tickets are issued either on the vehicle or from the operator's office. They are not transferable or refundable and are valid for ten single journeys only. The purchaser must sign the ticket at time of issue. Tickets must be presented for endorsement at the time of travel.
76. Single and day return tickets are issued on the vehicle on the day of travel or in advance from the operator's office. They are not transferable or refundable.

### **Package travel regulations**

77. 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 Tour Regulations 1992 (as amended) and as such may be required to comply with the provisions of those Regulations. In that instance, the operator cannot accept any liability that may be incurred by the hirer for losses or damage under the Package Travel, Package Holidays, and Package Tour Regulations 1992 (as amended).
78. The hirer accepts responsibility for establishing whether the hirer will or will not be required to comply with the Package Travel, Package Holidays, and Package Tour Regulations 1992 (as amended) and the operator cannot accept liability for any loss or damage incurred that should have been the responsibility of the hirer if the hirer was the legally defined organiser or retailer under the above Regulations.

79. Where the operator agrees to act as organiser or retailer, it will issue separate conditions of trading relating to its liabilities and responsibilities as required under the Regulations referred to in **condition 78** above.

### **Passengers' property**

80. The hirer should notify the operator 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.
81. Drivers are responsible for the storage of luggage in defined compartments. Luggage may not be stored within the vehicle seating area/gangways/emergency exits. The decision of where luggage is stored is the driver's alone.
82. All vehicles hired by the operator 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 steps to notify the company in advance of such requirements.
83. All vehicles hired by the operator 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 the property of the hirer and or the hirer's passengers is carried. Large bulky items may not be able to be carried, and the hirer should take steps to notify the company in advance of such requirements.
84. The operator will not accept liability for any damage to or loss of any property left on a vehicle by a passenger.
85. All articles of lost property recovered from the vehicle will be held at the operator's premises and will be subject to the current Public Service (Lost Property) Regulations, as amended. The operator will provide details of this legislation on request.
86. The operator accepts no liability for any personal property of the hirer or the hirer's passengers and it is the responsibility of the hirer and the hirer's passengers to take all reasonable steps to avoid loss or damage.
87. Notwithstanding the terms of **condition 86** above, if the operator its servants or agents were to be found to be liable for damage caused to the hirer's property or to the hirer's passengers' property, it is expressly agreed by the hirer that the operator's liability for loss and damage to property, however caused, is limited to £250.00 per bag, case or package with an overall limit of £500.00 maximum per passenger (which is agreed to be the overall claim value).
88. It is the responsibility of the hirer to ensure that the property of the hirer and the hirer's passengers are fully insured separately for loss and or damage.
89. For the avoidance of doubt, the limits referred to in **conditions 85 to 88** above do not apply to personal injury claims.
90. The hirer's insurance cover must indemnify the operator against liabilities which are out of the control of the operator. The hirer's insurance cover must indemnify the operator from any such direct or indirect service failure or negligence by the hirer, and or the hirer's servants or agents.

### **Conduct of passengers**

91. If there is any reason why any one of the operator's services may not be suitable for a particular passenger's capabilities then it is the hirer's responsibility to investigate this prior to booking and in any event prior to departure. Hirers and their passengers are encouraged to discuss such issues with the operator's booking staff. If upon investigation it is considered that a particular service is not suitable then the normal cancellation conditions will apply.

92. The operator takes no responsibility for disappointment caused on any of their services due to lack of investigation or failure by the hirer and or the hirer's passengers to disclose details to the operator that could have prevented this in advance including but not limited to pre-existing medical conditions, walking restrictions and specific dietary requirements.
93. If the hirer and or the hirer's passengers require the assistance of a motorised scooter, wheelchair or walking frame the hirer must notify the operator at the time of booking when the operator will endeavour to assist. For health and safety reasons the operator will be unable to carry any such equipment unless the hirer provides a nominated representative qualified and able to lift such items into the vehicle. Please note that the operator's drivers are not permitted to do this for passengers.
94. Smoking is not permitted on any of operator's vehicles. Seatbelts must be worn at all times whilst on board any of the operator's vehicles. If the hirer and or any of the hirer's passengers is pregnant the hirer is required to notify the operator wherever possible at the time of booking and in any event before travelling.
95. If the hirer and or any of the hirer's passengers is in or beyond the 28<sup>th</sup> week of pregnancy the operator may at its discretion require a general practitioner's letter confirming that it is safe to travel.
96. Any representatives of the hirer, including guides, tour leader or escorts undertake the responsibility of such activity at their own risk and must indemnify the operator against service failure. Representatives must be qualified and competent to represent the Agent or Clients.
97. Representatives must be dressed in accordance with the hirer's instructions and/or passenger 'type'.
98. Any such representative must be insured by the hirer, such insurance to indemnify the operator against any liability to any party including any third party in respect of any acts or omissions of the representative.
99. The activity of such representatives may not in any way impinge upon the safety of the vehicle, its occupants or any other third parties including but not limited to other road users.
100. Representatives whether part-time or full time must meet all the normal requirements for full-time representatives.
101. Representatives using any equipment belonging to or under the control of the operator on the operator's vehicles are obliged to return the equipment without damage and in full working order.
102. Representatives meeting vehicles are wholly responsible for any liaison activity agreed between the hirer and the operator.
103. The driver is responsible for the safety of the vehicle at all times, and as such may remove any passenger at the driver's absolute discretion including those whose behaviour prejudices safety or is in breach of the Public Service Vehicle (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990 as amended. These Regulations can be obtained from the operator on request.
104. The hirer is responsible for any damage to the vehicle caused or contributed to by the hirer and or any passenger on whose behalf the hirer has booked passage on any of the operator's services for the duration of the period of hire.
105. 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 operator will use its reasonable endeavours to provide details of these restrictions on request.

106. It is a strict term of these conditions that the hirer and the hirer's passengers shall at all times during any journey which is subject to these conditions take all reasonable steps to avoid causing damage to any of the operator's vehicles. The hirer agrees that the operator and or the operator's driver(s) shall be permitted to require any passenger or passengers to leave the vehicle in the event of their failure to take all reasonable steps to avoid causing damage to any of the operator's vehicles.
107. It is a strict term of these conditions that the hirer and the hirer's passengers shall at all times during any journey which is subject to these conditions take all reasonable steps to avoid causing or contributing to any activity which may distract the driver and or affect the safe driving of the vehicle(s) and or the safety of everyone on the vehicle(s). The hirer agrees that the operator and or the operator's driver(s) shall be permitted to require any passenger or passengers to leave the vehicle in the event of their failure to take all reasonable steps to avoid causing or contributing to any activity which may distract the driver and or affect the safe driving of the vehicle(s).
108. It is a strict term of these conditions that the hirer and the hirer's passengers shall at all times during any journey which is subject to these conditions follow and obey all reasonable instructions given by the driver. The hirer agrees that the operator and or the operator's driver(s) shall be permitted to require any passenger or passengers to leave the vehicle in the event of their failure to follow the driver's reasonable instructions.
109. In the event that a passenger or passengers are required to leave the vehicle for any reason including but not limited to the reasons set out in **conditions 106, 107 and 108** above it is agreed by the hirer that no claim will be made against the operator by the hirer or the hirer's passengers for any costs associated with or incurred because of the requirement of one or more passengers to depart the operator's vehicle. Costs associated with or incurred because of the requirement of one or more passengers to depart the operator's vehicle shall include not only any costs of the passenger(s) who are required to leave the vehicle but also costs of any passengers remaining on the vehicle including but not limited to costs arising from the late arrival of the operator's vehicle or vehicles to any stop or transfer point on its itinerary including its destination.
110. Emergency procedures may be outlined by a notice the operator's vehicles. Passengers should be encouraged by the hirer to familiarise themselves with emergency exits and procedures.
111. The hirer may, on request, attend a pre-season familiarisation induction.
112. In the event of an incident or accident the driver will in so far as is reasonable having regard to the particular circumstances take steps to assist the passengers to safety and where appropriate the driver will report the incident or accident to the relevant authorities and will also contact the operator in order to seek the operator's assistance.
113. The hirer and or the hirer's nominated representative will, at all times, assist the driver in maintaining the passengers' safety.
114. In the event of a vehicle breakdown, the operator will take reasonable steps to replace the vehicle with a vehicle of a comparable specification.
115. Any specialist needs for passengers who may have a disability must be defined and notified in writing to the operator at the time of reservation. All liabilities relating to the assistance and well-being of disabled passengers will remain with the hirer and or the hirer's nominated representative. In the absence of a specific disclaimer, acceptance of these conditions will stand as the hirer's agreement to indemnify the operator from any such claims.

### Quality control

116. The operator takes steps to ensure high levels of quality control. From time to time the operator may undertake quality control inspections upon vehicles without notice to the hirer or the hirer's passengers. Such quality control measures deemed necessary may be implemented without notice to the hirer provided the services being provided are not affected.

## Liability

117. The carriage and/or use of drugs in or on a vehicle operated by or on behalf of the operator is not permitted at any time.
118. The operator will not accept any liability in respect of illness or injury caused or contributed to by the negligent and or wilful acts or omissions of one or more of the other passengers.
119. The operator will not accept any liability in respect of illness or injury caused or contributed to by any pre-existing medical condition of one or more of the other passengers.
120. The operator will not accept any liability for any damage and or injury and or illness caused by the acts or omissions of any third party including in connection with the supply of accommodation to include damage by infection contracted during any part of the tour.
121. Any 'on board services' provided by the operator are made without prejudice and without liability in so far as this is permitted in law. The hirer agrees to indemnify the operator against any claim or injury, directly or indirectly related to the provision of 'on board services'; toilet facilities, hot & cold drinks and food, and audio and visual facilities.
122. In the case of all journeys to and from airports the operator must be informed by the hirer or the hirer's nominated representative of the time of the relevant arrival or departure and flight number(s) at the time of booking. The operator will not accept liability for any loss howsoever arising where delays are caused by the delayed departure to or from an airport or port.
123. The operator does not guarantee that any vehicle will complete any journey or any part thereof in any given time and the operator does not accept any liability for any loss or inconvenience or damage or injury in so far as the operator is permitted to limit its liability in law arising from any late arrival and or late departure and or any failure to convey the hirer and or the hirer's passengers.
124. Subject to **condition 87** above and notwithstanding anything contained in these conditions other than **condition 87**, the operator's liability to the hirer and or any of the hirer's passengers in contract, tort (including negligence or breach of statutory duty) or howsoever otherwise arising, shall be limited to the cost of the hire and any ancillary services supplied by the operator.
125. The operator accepts no liability for any incident, accident, damage or injury, including death, caused as a result of an Act of God/Force Majeure.
126. In so far as is permitted in law, the operator does not accept responsibility for any loss or liability arising from any act or omission of any supplier or sub-contractor or any agent or servant of such a supplier or sub-contractor.

## Complaints

127. In the event of a complaint about the operator's services, the hirer should endeavour to seek a solution at the time when the cause of the complaint arises by seeking assistance from the driver or the operator. If this does not provide a remedy, any complaint should be submitted in writing to the operator's registered office marked for the attention of the managing director as soon as practicable but in any event within 7 days of the termination of the hire or the completion of the service whichever takes place first in time. The operator will use its reasonable endeavours to acknowledge all complaints within 14 days and to provide its reply within 42 days.

## Posters

128. No bill, poster, sign or notice is to be displayed on any vehicle without the prior written consent of the operator.

## Refreshment and alcoholic drinks

129. Other than in a vehicle expressly for that purpose, food (except confectionery) and drink (including alcoholic beverages) may not be consumed on the vehicle without the prior written consent of the operator. An extra £100 deposit may be required per vehicle for hires involving the consumption of alcohol, the deposit to be returned after the hire only if vehicle cleaning is not required.

## Surcharges

130. After a **quotation and acceptance of booking form** has been issued to the hirer, providing there are 30 days or more prior to the departure date, the operator reserves the right to pass on to the hirer increases in the cost of fuel, increase in taxes imposed by the government of the UK and or other countries visited during the service booked by the hirer, increases in road tolls and increases in the cost of foreign currency.
131. No surcharges will be levied if there are less than 30 days before departure.
132. On notification of any surcharge as set out in **condition 130** above, the hirer may cancel the booking subject to the hirer's liability, if any, for cancellation charges as set out in **conditions 30 and 33** above.

## Notices

133. Any notices given under this agreement by the hirer to the operator shall be deemed to have been served on the first working day after the day upon which they are received by the operator. All such notices must be in writing.
134. The operator does not accept service by email, facsimile transmission or by any other electronic form.
135. Any notices given under this agreement by the operator to the hirer shall be deemed to have been properly served on the second working day after the date of posting provided they are sent by first class post.
136. The operator may also serve the hirer with written notices by facsimile transmission or email. Any notices served by the operator by facsimile transmission or email shall be deemed served on the day when they are sent.

## Waiver

137. The waiver or forbearance or failure of a party in insisting in any one or more instances upon the performance of any provisions of this agreement shall not be construed as a waiver or relinquishment of that party's rights to future performance of such provision and the other party's obligations in respect of such future performance shall continue in full force and effect.

## Miscellaneous

138. The headings in this agreement shall not affect its interpretation.
139. If any term or provision in this agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law or for any other purpose, such term or provision shall to that extent be deemed not to form part of this agreement but the validity and enforceability of the remainder of this agreement shall not be affected.

## Applicable law

140. Any contract made between the operator and the hirer under these conditions shall be considered a contract made in England and shall be governed in all respects by the law of England and the parties agree to submit to the exclusive jurisdiction of the English courts.