

## **LSL COACH HIRE Terms and Conditions**

### **In the following terms and conditions, 'the Company' refers to 'LSL COACH HIRE' Application**

Our Standard Terms and Conditions apply equally for verbal or written contracts. The acts or omissions of the passengers are the hirers' responsibility and therefore any additional costs incurred for the performance of the contract rest entirely with the hirer irrespective of whether the hirer travels with the party.

#### **1. Quotations**

All quotations are valid for 7 days (providing the date of travel is more than 14 days ahead), unless agreed in writing at time of booking, and are given subject to **LSL COACH HIRE** having an appropriate vehicle available at the time the hirer accepts the quotation. The given quotation is for driver and vehicle only.

It is the customer's responsibility to check the booking confirmation for any errors and to notify **LSL COACH HIRE** accordingly. If this process does not take place the Company will not be held responsible for any ensuing problems.

#### **2. Payment**

A deposit of 25% must be made to secure a booking unless booked 7 days or less before the date of the journey, in which case the full payment must be made at the time of booking. All monies must be paid in full prior to the commencement of the journey. The booking will be cancelled if full payment is not received. If any outstanding monies are due, the company reserves the right to collect the monies due from the original credit/debit card used by or for the hirer at any time. The hirer also agrees that no chargeback will be raised to any credit/debit card issuing company with regards to the booking payment. In the event that the deposit is not paid on time or the balance is not paid by the due date the Company reserves the right to cancel the whole booking and any monies paid will be forfeited and the full balance will be due.

### **3. Surcharges**

The quotation is given with regard to the operating costs at the time of the quotation. If more than 14 days elapse between the date of the quotation and its performance, the company reserve the right to pass on any increase in the cost of fuel or any other increased costs resulting from government action.

Bookings made through credit cards incur a 3.% banking charge. Bookings made through American Express incur a 5% banking charge.

### **Extra Expenses, Damage and Soiling**

**LSL COACH HIRE** reserves the right to retain a customer's card details, until the booking is completed, in order to charge for expenses incurred that are not specified in the original booking and to recover any costs if the vehicle is soiled or damaged.

Extra expenses include:

- Extra pick ups and drop offs
- Waiting time
- Unscheduled stops

The hirer is responsible for any damage or soiling caused to the vehicle by any passenger. If the damage and soiling is of such an extent that the vehicle is out of service for any period of time **LSL COACH HIRE** reserves the right to surcharge the hirer a **minimum** £500 a day or part of a day for which that vehicle is out of service.

#### **4. Cancellation by Hirer**

All cancellations must be made in writing. Cancellation refund is based on the following:

21 days or more notice – 75% of the total cost will be refunded

14 days or more notice – 50% of the total cost will be refunded

7 days or more notice – 25% of the total cost will be refunded

1 – 7 days notice before the booking, all monies will be forfeited to the company and the full value of the trip will be due.

Cancellation of an event or holiday or “reason for travel” does not affect the hirers liability and the monies will be due as if the vehicle was travelling.

#### **4.1 Cancellation by the Company –**

In the event of an emergency; a vehicle being off the road due to an unforeseen mechanical issue; any other unforeseen circumstances ; a request by the hirer to vary the agreed conditions, the Company may return all monies paid and without liability cancel the contract. However, **LSL COACH HIRE** will endeavour to supply alternative transport but it cannot guarantee it will be of the same standard and may be multi vehicles.

#### **4.2 Force Majeure**

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, including, without limitation, failure of suppliers, subcontractors, and carriers, and/or any other cause beyond the reasonable control of the party whose performance is affected to substantially meet its performance obligations under this Agreement.

### **4.3 Use of the Vehicle**

The hirer cannot assume the use of the vehicle between outward and return journeys nor will the vehicle remain at the destination for the hirer's sole use unless this has been agreed and booked by the hirer. The Company reserves the right to levy additional charges for timings or mileage over and above the original agreement on a pro rata basis as confirmed by hirer at the time of booking. The hirer will assume responsibility for any extra costs incurred such as parking, toll, ferry charges.

### **4.4 Vehicle To Be Provided**

Whilst every effort shall be made to supply the vehicle specified at the time of booking sometimes the vehicle may become unavoidably unavailable. In such cases, we shall supply the highest standard of vehicle available to us at the time, including those of other operators, for all or part of the hire. We reserve the right to provide a larger vehicle than that specified at no extra charge unless any additional seats are used, in which case an additional pro rata charge will be made.. In the event that a vehicle of differing specification is supplied the Company's liability will be limited to the difference in price.

### **4.5 Route**

Unless the hirer has advised of a particular route and specified it at the time of booking, the route taken will be entirely at the discretion of the company or driver. The vehicle will depart at the times agreed by the hirer at the time of the booking confirmation. It is the hirers' responsibility to account for all passengers at those times. The Company cannot accept liability for any losses incurred by passengers who fail to adhere to the hirer's instructions.

### **4.6 Breakdown or Delay**

Although we will endeavor to complete journeys in the times required, and will give our best advice at the time of booking on probable journey times , we cannot guarantee that the journey is completed by a specific time and will not be liable for any inconvenience or loss incurred caused by a breakdown, traffic congestion or unforeseen delays en route.

It is strongly recommended that you should consider insuring against this risk if journey times are particularly crucial.

## **5. Seating Capacity**

We will at the time of confirming your hire confirm the seating capacity of the vehicle to be supplied. Drivers will not carry an extra passenger over the seating capacity.

## **6. Driver Hours**

Drivers' hours and rest periods are regulated by law. It is illegal for Drivers to work outside these hours. We will always plan journey schedules so as to minimise the risk of delays due to Drivers' hours rules. The Customer must adhere strictly to all collection times contained in the Booking Confirmation and the Customer must not interrupt or delay a journey. If delays occur for whatever reason, the Coach Operator may curtail or otherwise alter the journey schedule for the Vehicle in order to seek to comply with the law. Where delays occur we cannot be held responsible for any losses arising due to the delays or non-performance of the Services unless they are due solely to the negligence of the Coach Operator. If any breach is likely to occur the hirer agrees to pay any additional costs incurred.

## **7. Property**

The vehicles are subject to statutory safety restrictions on the carriage of luggage. The driver has sole authority to decide whether the property is carried. The company cannot accept liability for damage to, or loss of property being carried on the vehicle nor can it accept responsibility for any loss or damage left on the vehicle after hire. Property found on the vehicle after hire will be held at the vehicle operating base. It is the hirers' or the passenger's responsibility to collect the property and any costs incurred to collect the property are to be borne by the hirer or passenger. Property is to be collected at a time agreed by the Company and the hirer or passenger.

### **7.1 Passenger Conduct**

The driver is responsible for the safety of the vehicle. Any passenger whose conduct is in breach of statutory regulations or is abusive to any person may be removed on the driver's authority. You will be held responsible for the conduct of passengers and for any damage caused to the vehicle by

passengers during the hire. We will not accept liability for damage or loss to any passenger entering or leaving the coach whilst in motion.

## **7.2 Alcohol and Tobacco Consumption**

All vehicles are strictly non smoking by law. Under no circumstances is alcohol to be consumed on any company vehicle without the express written permission of the company director. It is also illegal to carry or consume alcoholic drinks on a vehicle proceeding to or from designated sporting events and permission cannot be given in this case.

## **7.3 Hot Food and Drink**

Hot food and drink are not permitted on any company vehicle without the express written permission of the company director.

## **7.4 Animals**

With the exception of guide dogs, no animals are to be carried on vehicles without prior permission.

## **8 Tours- UK and Abroad**

1. The cost of accommodation, meals and entrance and theatre tickets which have already been purchased by the company at the request of the hirer, will be charged to the hirer, plus any administration charges incurred by the company.
2. Currency and passports – It is your responsibility to ensure that you are carrying the correct currency for each country visited along with a current valid passport and appropriate visas for such countries.
3. Duty free and duty paid goods – It is your responsibility alone to ensure that you remain within the current laws with regard to Duty Free and Duty Paid regulations. We shall not accept responsibility for the delay or confiscation of goods of any offender whatsoever. Copies of these regulations are obtainable from every place of departure from Great Britain. The driver shall decide on the amount of heavy goods that the coach can legally carry. His decision is final.
4. Travel insurance – It is not compulsory to take out travel insurance although we highly recommend that you do especially when travelling outside of the United Kingdom. Please note that it is your responsibility alone to ensure that you are insured adequately and that you have the correct travel documents when travelling outside of the United Kingdom.

## **9. Complaints**

All complaints must be made in writing to **LSL COACH HIRE** within 7 days of the completed booking. The hirer agrees that in the event of a dispute arising from a booking, a chargeback request will not be raised through the card issuer or bank. **LSL COACH HIRE** will deal with a complaint within six weeks of the complaint being made.

## **10. Data Protection**

All transactions between **LSL COACH HIRE** and customers are covered by data protection.

These terms and Conditions together with any Booking Confirmation shall be subject to and construed in accordance with the laws of England and Wales. The parties hereby agree to submit to the exclusive jurisdiction of the courts of England and Wales.