

## **Theobolds Coaches and Holidays Ltd. (TC&H) Terms & Conditions**

### **1. Applications**

These conditions apply whether a contract has been made verbally or in writing. The hirer acts on behalf of all the passengers travelling on the vehicle. If the hirer is a company, group, or partnership, an individual must be named as a responsible person, tour guide, group leader, teacher, event organiser, party leader etc. The hirer is responsible for actions and decision of all the passengers on board including any additional cost incurred in performing the contract, whether they travel with the party. The company will only accept instructions from the hirer. We will only take instructions from another responsible person if we are directed to do so by the hirer in writing prior to the hire.

If the hirer is not going to travel with the party, a responsible person must be chosen, and the company being informed who the person will be prior to the hire-taking place.

- Bookings are subject to availability and in the unlikely event of the vehicle and/or driver ceasing to be available up to 48 hrs prior to the hire date.
- Quotations/Bookings placed directly via the internet which are not deliverable due to non-availability of a vehicle and/or driver will be fully refunded within seven working days of the initial order being placed. And no liability or accountability will be placed on the hirer.
- Notification of supply will be sent within three working days of order.
- Errors and Omission accepted.

### **2. Quotations**

Quotations are given based on the most direct routes suitable for the size of vehicle you are travelling in and on information provided by the hirer.

The route used will be at the discretion of the company, size of vehicle, weather and traffic congestion will be considered for the best route unless it has been particularly specified by the hirer, in which case it will be clearly shown on the booking confirmation. Specified routes will only be adhered to if conditions and vehicle size permits.

All quotations are given and are subject to the company having availability and suitable vehicle(s) at the time of quotation and the hirer accepts the quotation will be used for a specific category of vehicle.

- Quotations are valid for 14 days unless otherwise notified or agreed prior.
- 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. i.e. parking, road tolls, ferry crossings, driver accommodation and driver meal allowances.
- All quotations are given as estimates, though the estimate will normally be a fixed price, there may be extra's mileage, mobile phone calls, additional waiting times & parking. This is per our standard tariff.
- Errors and omission accepted, in web quotations/verbal quotations and email correspondence.

### **3. Use of vehicles**

The hirer cannot assume the use of the vehicle between outward and return journeys, nor to remain at the destination for the hirer's use, unless this has been agreed in advance, and it is clearly stated on your confirmation. There is normally an additional charge if a vehicle and driver is requested to stay. Items may not be left on the vehicle unless agreed in advance.

### **4. Routes and Time Variation**

The company reserves the right to levy additional charges, for additional mileage or time other than that agreed. The charges will be calculated using the formula on the original booking confirmation.

The vehicle will depart at the times agreed by the hirer, and it is the responsibility of the hirer to account for all passengers. Driving hour regulations are strict, detailed planning is used to ensure the driver can provide the service booked whilst meeting his/her legal driving hour obligations. Assumptions should never be made that a driver can simply extend the journey without seeking prior consent from our operations department.

Times of service will be detailed on your booking confirmation, any variance from the booked times must be notified seven days prior to the service delivery date and is subject to acceptance/confirmation that the variation is possible, additional charges may be applied for variations of times or mileage. A final confirmation will be sent a day before the booking. It is the hirer's responsibility to check the details are correct, paying particular attention to the date/times and postcodes.

The company will not accept any liability for any losses incurred by passengers who fail to follow instructions by the hirer.

## **5. Drivers Hours**

Law regulates the hours of operation for the driver, and the hirer accepts the responsibility of ensuring the hire keeps to the hours and times agreed by the company and current legislation and that altering timings is not always possible and not possible at all without checking in advance with Theobolds' operations department where they will confirm by text or email. N.B without written confirmation there is no agreement to change the timings.

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 regulation relating to the driver's hours and duty time. If any breach is likely to occur the hirer will be responsible for any additional cost incurred unless it is outside the control of the hirer.

Any additional cost will be as in condition 4. The company also reserves the right to curtail or alter any hire, which does not comply with the relevant regulations.

## **6. Seating Capacity**

The hirer must not load any vehicle beyond the number of passengers which the vehicle is legally permitted to carry. When obtaining a quotation, you will have stated the number of passengers i.e. 49, we reserve the right to supply a vehicle to accommodate the number of passengers stated. You must not assume if allocated e.g. 53 seats you will be supplied a 53-seat vehicle. Allocations are subject to change. If your passenger numbers change then you must contact the office to ensure a suitable sized vehicle is booked. The passenger number booked by the hirer is the factor in determining the vehicle size ultimately supplied. You may be supplied a vehicle with seating greater than the number of passengers travelling but not knowingly less than.

## **7. Conveyance of animals**

On a private hire, no animals (other than Registered Assistance Dogs (which must be 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 subsequent alteration to its terms. Subsequent changes made to the booking may be made in writing but only by the hirer.

## **9. Payment**

Payment is required based on the rate selected, Saver, Flexi or Flexi Plus as detailed in point 12 below.

- Payment must be made in full at the time of booking for Saver rate to apply which must be 12 weeks prior to service delivery and off peak. If any of these factors do not apply, the booking will be repriced at flexi rate.
- Payment must be made in full at the time of booking for flexi plus rate to apply.
- Flexi Rate bookings 25% at point of booking, balance must be made and received 14 days prior to date of hire, unless otherwise agreed by the company.
- If the hirer has a credit agreement with the company this will be indicated on the payment terms displayed on the invoice. Overseas client's payment terms: 50% in advance and 50% prior to departure and Flexi Rate cancellation terms apply.
- The company reserves the right to add interest at the rate of 3% compound interest per calendar month, after the day, which the payment should have been made.
- Any ancillary services i.e., ferry crossings, entrance tickets, catering, hotels etc. are 100% payable at the time of the booking.
- 14 days prior to travel, if the hirer fails to pay a balance to the terms agreed the deposit will be forfeit and the booking will be cancelled.

## **10. Additional Charges.**

The company reserves the right to charge the customer for any additional cost and expenses reasonably incurred by the company to perform or to continue to perform the contract. (Parking, road tolls, overnight accommodation, Ferry or Channel crossings, changes to service requested, etc.)

## **11. Airport collections**

If a passenger does not arrive within 1 hour of the aircraft landing:

- The passenger will be called on their mobile if supplied
- The passenger will be paged if applicable
- We will check via the authorities at the respective ports
- We will check with the airline.
- We will advise the client and ask for further information.

If following the above procedures, the passenger/s do not make themselves known to the company's representative the representative shall be entitled to assume that the passengers did not arrive at the airport/port or has made alternative arrangements. The company representative will then leave and is under no obligation to the hirer and no refunds will be applicable.

All airport parking charges are in addition to the journey charge. For account customers parking charges will be added to the account, pre-paid customers will be required to prepay the parking on the vehicle as part of their booking.

It is imperative that the hirer provides contact details of a lead passenger and mobile number to avoid delays at the collection point.

## **12. Cancellation by the Hirer**

If the hirer wishes to cancel any agreement, for whatever reason, the scale of charges will depend on the rate paid. The following will apply in relation to the total hire charge.

### **Saver Rate\***

- Saver rate only applicable when booked 12 weeks in advance and off peak
- Lowest price option applied only if 100% paid in full upon booking
- Non-refundable and non-amendable
- Amendment requests may be considered, however additional services, changes to times are likely to attract additional cost.

### **Flexi Rate\***

- 25% non-refundable deposit to be paid at time of booking
- Balance to be paid in full 14 days in advance of hire date
- Cancellation charges applied on coach hire
- Refund on Cancellation (provided booking is paid in full)
  - a. 0-7 days prior to hire date 0 refund
  - b. 8-13 days prior to hire date 40% refundable
  - c. 14 days or more prior to hire date 75% refund

### **Flexi Plus Rate\***

- You pay a little more for extra flexibility
- 100% to be paid in full at time of booking
- Cancel your trip before 2 full working days (48 hrs) prior to travel you will receive a 100% refund on coach hire
- Alternatively, you can move your trip forward/backwards to another chosen date, subject to availability, must be advised up to 2 full working days before hire
- You can change the time, location, destination, subject to availability and price adjustments up to 7 days prior to hire
- Cancellation 0-2 working days prior to hire date is non-refundable.

\*The full cost of accommodation, meals, and theatre tickets (or any such ancillary services), which have already been booked or purchased by the company prior to the cancellation and at the request of the hirer, will be charged to the hirer at 100%, plus any administration charges incurred by the company.

Cancellation due to inclement weather conditions will be charged as above.

A voucher may be issued so you can travel on another day and can be used on alternative size vehicle to the original booking. The value will be displayed clearly displayed and cross referenced to your original booking. It can be claimed until the expiry date displayed on the voucher. A voucher will be considered void if tampered with or damaged. Vouchers cannot be used in conjunction with other promotions or offers. Vouchers are eligible to vehicles subject to availability.

### **13. Cancellation**

#### **A. Due to Force Majeure**

In the event of any emergency, riot, civil commotion, Pandemic, strike-lockout, stoppage or on the restraint of labour or on the happening of any event on which the company has no control. (Including but not limited to, adverse weather, road conditions breakdowns), the company may cancel the contract. These circumstances are commonly known as 'Force Majeure' an unforeseen major event or circumstance out of the supplier's control in which the supplier could not have foreseen or avoided even with all due care and that were beyond any reasonable control.

Changes or termination of your contract due to Force majeure are extremely unlikely and extremely rare, if however, such major events do occur or in the event of the hirer taking any action to vary agreed conditions unilaterally

We regret we will not be able to make any refund or payment of services not received.

#### **B. By the choice of Theobolds**

In the unlikely event of vehicles and/or drivers becoming unavailable, the supplier company may, by returning all monies paid and without any further or other liability, cancel the contract to supply.

### **14. Vehicle to be provided**

A. The company reserves the right to provide an alternative size or larger or multiple vehicles other 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. Any images of vehicles supplied are deemed to be 'similar' and not the exact vehicle to be supplied as allocations may change from time to time and the exact vehicle of supply cannot be guaranteed. Photographs supplied or web images are only to be used as a guide as to the type of vehicle supplied.

B. The company reserves the right to substitute another vehicle (including those of the operators) or ancillary facilities for all or part of the hire, subject to such substitutes being of equivalent specifications as available.

### **15. Breakdowns or Traffic Delays**

The company gives its advice on journey times in good faith. However, because of a breakdown or traffic congestion; weather; or other events beyond the reasonable control of the company, journeys may take longer than predicted. In those circumstances the company will not be liable for any loss or inconvenience suffered by the hirer as a result. Timings given with respect to delays are estimates only and cannot be treated as an actual time of collection or arrival.

If the hirer would like to build in extra time this may be possible but also chargeable. Please discuss this at the time of booking, if timing is critical to your hire, we recommend you building contingency.

Routes are planned by drivers utilising commercial Sat Nav, based on the size of the vehicle. The route may differ from Google Maps.

## **16. Agency Arrangements**

Where the company hires its 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 service provided by another supplier it does so as agent for and behalf of the hirer. Any terms and conditions imposed by such other suppliers through the company shall, in so far as they are supplied to the hirer, be binding on the hirer as if he had directly contracted such services. 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.

## **17. Package Travel Regulation**

If the hirer organises other elements of a package in addition to the provision of transport, the hirer will be defined as 'Organiser' for the purpose of the Package Travel, Package holidays and Package Tours Regulations 1992, and as such, shall comply with the provisions of those Regulations

In this instance, the company cannot accept any liability that may be incurred for losses or damage that it would otherwise accept under the terms of those Regulations.

The hirer accepts responsibility for ensuring whether they are so defined, and the company cannot accept 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 acts as an organiser or retailer, it will issue separate conditions of trading relating to its liabilities and responsibilities under the Regulations.

## **18. Passengers Property**

A. All vehicles hired by the company are subject to restrictions on carrying luggage for statutory safety and overloading reasons. The hirer accepts that the driver shall be the sole judge as to whether and to what extent passenger's property is carried, and the hirer should take all steps to notify the company in advance of excessive luggage requirements. Not all coaches/buses have a luggage compartment; therefore the hirer should not assume there will be sufficient or any luggage capacity without checking prior to the journey. It is the hirer responsibility to ensure luggage capacity is confirmed on the hirer's confirmation. A standard case per passenger is permitted when luggage capacity is confirmed. International luggage size standards are mostly weight and size based. Typically, a standard passenger

luggage size is around 26 x 20 x 13 inches. (67 X 51 X 33 centimetres) and 15KG in weight which is widely accepted around the world and the size used for this clause.

B. The Company will take all reasonable steps to avoid loss or damage to the personal property of the hirer and its passengers. The hirer should notify the company or the driver if items of exceptional value (above £250 per item or standard international sized luggage) are to be carried on the vehicle. It is the hirer's responsibility to minimize the risk of loss when the property is left unattended. It is recommended that no property is left on any vehicle and if so, it is entirely at the hirer's risk.

C. It is the responsibility of the hirer to ensure that items of value are insured separately for loss and damage. i.e., Golf Clubs

D. All articles of lost property recovered from the vehicles will be held at the company's premises where the vehicles are based and will be subject to current public service vehicle (lost property) Regulations. The company will provide details of the legislation on request.

## **19. 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 the safety or is in breach of 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 any 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 1995, and the condition of entry to racecourses as laid down by the Racecourse Association Ltd. The company will provide details of these restrictions on request.

## **20. Complaints**

In the unlikely event of a complaint about the company services, the hirer should endeavour to seek a solution at the time by seeking assistance from the driver or from the company's operations department. If this has not proved a remedy on the day of hire, complaints must be submitted in writing and within 14 working days of the termination date of the hire. Complaints submitted after this time may not be considered. In addition, if the hirer failed to bring any complaint issue to the attention of the driver and/or the company's operations department on the day of hire the complaint issue occurred, any complaint raised later may not be considered as a complaint.

## **21. Notices**

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

## **22. Refreshments and Alcoholic drinks**

Other than on a vehicle fitted expressly for that purpose food (except confectionery) and drink (Including Alcoholic Beverage) may not be consumed on the vehicle without prior written consent from the company. It is unusual for the consumption of alcohol on board any vehicle to be agreed upon. Consideration for special occasions may be given though. If allowed a pre-paid cleaning bond of £150 will apply.

The driver has the legal responsibility for safe carriage of the passengers on the vehicle as such the driver may need to refuse travel to individuals who may jeopardise the safety of the vehicle through access consumption of alcohol.

## **23. Surcharges**

Once a confirmation has been issued to the hirer providing there are 14 days prior to the departure date, the company reserves the right to pass on increases in the cost of fuel, taxes imposed by the Governments of the UK and of other countries to be visited during the journey, road tolls and foreign currency, no surcharge will be levied within 14 days of departure. On notification of such surcharges, the hirer may cancel the booking subject to the scale of cancellation charges shown in paragraph 12.

## **24. Liability of the Company**

The liability of the company in respect of any failure to provide any services under the contract will be limited to the cost of the hirer and any ancillary services to be supplied. The company shall not be liable for any pecuniary or consequential loss allegedly arising from any breach of this agreement by the company.

Refunds that may apply:

- a) Late arrival that does not include Force Majeure (circumstances beyond our control) 0-1 hours late at collection point **NO compensation**
- b) Late arrival that does not include Force majeure (circumstances beyond our control) 1-2 hours late at collection point £50 compensation
- c) Late arrival that does not include Force majeure (circumstances beyond our control) 2 hours and above lateness £100 compensation
- d) Air Condition malfunction or failure that results in A/C not working at the start of Hire £50 Compensation. N.B. If the AC fails during the hire it is classed as circumstances beyond our control and as a result, compensation will not apply.
- e) W/C (toilet) and servery malfunction or failure that results in W/C servery not working at the start of Hire £50 Compensation. N.B. If the W/C Servery fails during the hire it is classed as circumstances beyond our control and as a result, compensation will not apply.
- f) Unclean vehicle including an unclean WC £50 Compensation
- g) Inoperative WC including the toilet not being emptied prior to the journey start £50 Compensation. If WC fails during the hire it is classed as circumstances beyond our control and as a result, compensation will not apply.
- h) Heating malfunction or failure that results in the heating not working at the start of Hire £50 Compensation. N.B. If the Heating fails during the hire it is classed as circumstances beyond our control and as a result, compensation will not apply.
- i) Empty Auxiliary water for servery and WC at the start of the journey £50 compensation.
- j) No hand towels, soap, toilet paper, sick bags and cleaning equipment for sickness and/spillage at the start of the journey £25 compensation.

k) In the unlikely event of a seat belt not working at the start of the journey and it is reported to the driver £25 compensation. Seatbelt failure during the hire it is classed as circumstances beyond our control and as a result, compensation will not apply.

l) If marketing material is supplied to indicate the category of vehicle and size, this is only indicative of what will be supplied and may not be the exact vehicle as shown in the marketing material compensation zero.

## **25. Cleaning Charge**

All vehicles are hired in a state of cleanliness and fit for the purpose of hire. Bins and or rubbish bags will be provided for general litter. Excess rubbish beyond normal litter and if the vehicle is soiled in any way, e.g., vomit, we reserve the right to levy a minimum cleaning charge of £250, to enable the vehicle to be professionally cleaned. If the extent of the damage or soiling is such that the vehicle is out of service for any period of time, we have absolute discretion to surcharge the hirer a minimum of £500 per day or part day for which the vehicle is out of service.

## **26. Disability**

It is of paramount importance that at the time of booking you advise Theobolds of any special medical conditions i.e., wheelchair user, diabetics etc.

We do operate some coaches with PSVAR facilities for wheelchairs. We regret, that due to space restrictions, we can only accommodate one or two wheelchairs per vehicle. You must specify a PSVAR vehicle is required at time of booking, this will be confirmed in writing by Theobolds and is subject to availability.

## **27. Toilets**

We do not guarantee a toilet will be available, but most of our coaches operate with a toilet on board. Please note that coaches with Toilets do give off an odour as the coach carries the waste in a tank under the toilet itself. We use chemicals to control the odour along with air fresheners, but it is very difficult to completely eradicate the odour a toilet on a coach emits.

Toilets on coaches are only designed for urinal use. If they are excessively used, they will become full and be rendered out of order. Toilets that emit an odour or become full of overuse by the hirer, will not be treated as a complaint. In addition, Toilets on coaches are only designed for urination, any other form of toilet use required, please notify the driver and he/she will stop at the nearest available location.

Baby wipes, nappies or rubbish etc. placed in the toilet by the hirer will cease its function. In these circumstances, the client will be fully liable for rectification costs.

Due to climate change, temperatures are rising and despite best efforts of use of disinfectant etc, toilet odour may arise as waste is carried with the vehicle and this is beyond our control, therefore no refunds can be given.

## **28. Air Conditioning**

Coaches & minibuses have large windows that act as a heat trap and aircon on board will endeavour to lower the temperature and make the journey comfortable. However, temperatures are increasing due to climate change; it takes up to 30 minutes to cool the vehicle once the door is closed if the vehicle is warm and longer in extreme heat. This is also dependent on vehicle moving at speed. Complaints regarding this initial cooling period cannot be considered as an AC failure.

## **29. CCTV**

Please note that most of our vehicles are fitted both internally and externally with CCTV which records visual and audio, the hirer accepts that CCTV recordings may be taken.

## **30. Acceptance of Terms**

By hiring the vehicle, you are formally agreeing to terms and conditions outlined in this document available by link in your booking confirmation and on our website.

Re: Additional charges in terms. Accounts customers will be invoiced accordingly. Prepaid customers agree to these charges being levied against the card used to make the original booking or if prepaid by cheque, agree to pay charges by the return of post once cleaning invoice has been received.

These Terms and Conditions are subject to change without notice at the discretion of the Company; by continuing to use the service you are agreeing to the Terms and Conditions in its current format. Updates to these terms and Conditions will be available via this application and other electronic media from time to time and are available upon request.