

Britannia coach services Ltd

Booking conditions



TRANSPORTATION BOOKING CONDITIONS - BRITANNIA COACH SERVICES LIMITED

1. DEFINITIONS

Administration Charges

Our administration charges calculated as follows: alterations to Bookings: We will endeavour (without obligation) to make any amendments You require to Your Booking. A call to check first must be made to **01603 309 373**. Late changes made within the period prior to the Arrival Date as stated in the Booking Confirmation (or where no period is set out in the Booking Confirmation late changes made within four (4) weeks of the Arrival Date) are liable to an administration charge of £25 per amendment. Bookings received from outside the United Kingdom: An administration charge of £30 will be applied to Bookings received from persons outside the United Kingdom to cover additional administration and postage charges

Arrival Date

The date on which We are to provide outward Transportation Services (to a Centre or otherwise) as specified in Our Booking Confirmation or such other date as may be applicable by reference to these Conditions.

Booking

The reservation for Transportation Services made by You and accepted by Us in accordance with these Conditions and as set out in Our Booking Confirmation.

Booking Confirmation

Our written confirmation of the Booking.

Booking Notice

The period or date stated by Us in Your Booking.

Booking Request Requirements

That mandatory information (which may include Personal Information as defined at clause 6.6) requested by Us from You when making a Booking and prior to Our issuing a Booking Confirmation.

Cancellation Charges

The cancellation charges payable by You in the circumstances set out in Our Booking Confirmation.

Centre(s)

Any one or more destinations as specifically named and located in Our Booking Confirmation.

Conditions

The terms and conditions forming part of the Contract set out in this document and any special terms and conditions agreed in writing between Us and You.

Contract

The contract between Us and You for the Booking.

Departure Date

The date on which We are to provide inward Transportation Services as specified in Our Booking Confirmation or such other date as may be applicable by reference to these Conditions.

Group Travel Policy

Any travel insurance specifically arranged or made available by Us (or any other company within any group) from time to time details of which are available on request.

Luggage Rules

The luggage rules that You must ensure that You and procure that Your Party Member(s) follow at all times during the provision of the Transportation Services. The luggage rules applicable from time to time will be annexed to one or more of any schedule to these Conditions or Our Booking Confirmation.

Our/Ourselves/We/Us

The group company and address details set out in the Booking Confirmation or where specified on the Booking Confirmation such franchisee or agent of that group company.

Party Member(s)

Those person(s) (including without limitation You) whose usage (or the parent, guardian or equivalent ("parent") of those persons where they are under 18 years of age) of the Transportation Services (including without limitation any teachers and/or adults whether or not in acting 'in loco parentis') included in the Booking Confirmation returned to Us by You or otherwise provided to Us in accordance with these Conditions.

Payment Schedule

The payment schedule provided by Us as part of the Booking Confirmation or (where no such payment schedule has been provided) full payment is due fifty six (56) days prior to the Arrival Date.

Price

The fixed price(s) and/or mileage rates specific to each Centre as detailed in the scale of charges together with any additional Waiting Time Charges and Supplementary Charges as set out in the Booking Confirmation or as otherwise calculated in accordance with these Conditions.

Transportation Service(s)

The transportation services provided to You & detailed in any Booking Confirmation or otherwise confirmed in writing by Us Travel Rules the travel rules to be followed by Party Member(s) at all times as annexed to these Conditions or the Booking Confirmation and amended from time to time.

You/Your

The person firm company school group or otherwise who (through its authorised party leader(s) as deemed by Us) makes a Booking which is accepted by Us in accordance with these Conditions.

2. CONDITIONS APPLICABLE

- 2.1** The Conditions shall apply to the Contract to the exclusion of all other terms and conditions.
- 2.2** No variation to these Conditions (including any special terms and conditions agreed between the parties) shall be binding unless agreed in writing between Us and You.
- 2.3** Any representations made by Our employees or agents concerning the Booking shall not be incorporated into the Contract unless confirmed in writing by Us and in entering into the Contract You acknowledge that You do not rely on and waive any claim for breach of any such representations which are not so confirmed.
- 2.4** For the avoidance of doubt the Contract is between Us and You and We shall not assume any contractual liability with any one or more Party Member(s) where such Party Member(s) is not a party to the Contract.
- 2.5** Any typographical clerical or other error or omission in any sales literature quotation price list acceptance of offer invoice or other documentation issued by Us shall be subject to amendment fee of £25 unless such correction materially affects Your rights and obligations to Your detriment in which case You shall be

entitled to cancel the Contract without liability within 14 days of receipt of the notice of such correction. In the event of cancellation in such circumstances You shall be entitled to a refund of any sums paid (except in respect of any services provided).

- 2.6** The details published in various brochures and leaflets are compiled from up-to-date and accurate information available at the time of going to press (the print date appearing in each brochure or leaflet).
- 2.7** Nothing in these Conditions is intended to nor shall affect Your statutory rights or those of any Party Member.

3. BOOKING PROCEDURES

- 3.1** No Booking Confirmation shall be issued by Us until such time as We in Our absolute discretion deem that We are in receipt of all Booking Request Requirements.
- 3.2** No Booking Confirmation shall be binding on Us until returned to Us by You within any Booking Notice period prescribed by Us and We have received payment in full in cleared funds of all payments due.
- 3.3** Provisional bookings will be held at Our discretion and We shall not be liable to You or any Party Member(s) in the event We are unable or unwilling (due to the fact that You have returned Your Booking after the expiry of the Booking Notice period or otherwise) to provide a Booking Confirmation which incorporates Your preferred dates.
- 3.4** The Booking Confirmation must be signed by You. You warrant that (where applicable) You have the express authority of Your Party Member(s) to make the Booking and enter into the Contract and that each Party Member accepts that he/she is bound by the Conditions in so far as they are applicable to the Party Member.
- 3.5** You shall not be entitled to make any alteration to any documentation issued by Us. Any alteration required to any Booking Confirmation prior to any Booking being made should be notified to Us as soon as possible and in the event We are able to satisfy Your requirements We shall send to You a revised Booking Confirmation.

4. CHANGES AND CANCELLATIONS

- 4.1 If You wish to change Your Booking We will endeavour to make such change You may request but it may not always be possible Any alteration to the Booking shall be notified to Us in writing by You promptly in which case We may accept such alteration (subject to any increase in the Booking Price, Administration Charges and changes to the Payment Schedule to reflect the alteration) at Our sole discretion. Prior to requesting any alteration You should contact Us to discuss any revised requirements. We will not make any amendment to the Booking unless a written request is received from You. We cannot accept changes or additions to the Transportation Services made within the period prior to the Arrival Date as set out in the Booking Confirmation.
- 4.2 We reserve the right the right to make changes to the Booking which are required to conform with any applicable safety or other statutory requirements or which are not of a material nature.
- 4.3 Transportation Services and all related itineraries are subject to alteration due to weather or operational factors beyond Our control and We reserve the right to substitute alternative transportation services of reasonably equal or better standard without prior notice or liability and without any alteration to the Booking Price.
- 4.4 Prior to and/or during provision of the Transportation Services material changes may be necessary by reasons for prevailing weather conditions operational considerations and matters beyond Our control (including Force Majeure events). Accordingly We reserve the right to make changes which are of a material nature and in such circumstances We will inform You as soon as reasonably possible. In such event You shall have the following options:
- (a) Prior to provision of the Transportation Services:
- (i) to accept the change (subject to paying any additional charges or receiving a refund in respect of any price difference) and the Contract being varied accordingly; or
 - (ii) to book a substituted Transportation Service with Us providing a credit for the sums paid by You; or
 - (iii) to cancel the Booking or such part of the affected Booking with Us refunding in full all sums paid in respect of the Booking or affected part of the Booking, minus the amendment fee of £25 less any insurance premiums (and excluding interest)
- (b) During the provision of the Transportation Services: (i) to accept the change (subject to paying any additional charges or receiving a refund in respect of any price difference) and the Contract being varied accordingly; or (ii) to book a substituted Transportation Service with Us or make suitable alternative arrangements which You shall not reasonably refuse.
- 4.5 Prior to provision of the Transportation Services where We make changes of a material nature You shall be entitled to compensation calculated as follows: Period prior to the Arrival Date in which any material change is notified to You compensation will be as set out in Our Booking Confirmation or on Our website from time to time.
- 4.6 You shall only be entitled to cancel the Booking in total (and not merely for any one of more of the Party Member(s)) subject to Your providing Us with written notice and paying the Cancellation Charges. If the booking is cancelled more than 14 days prior to the departure date an amendment fee of £25 is applicable. For cancellations in the final 14 days prior to departure the full cost of the booking is applicable.
- 4.7 Without prejudice to any other right or remedy available to Us We shall be entitled to cancel the Contract without any liability in the event the Booking Price is not paid by the dates specified in the Payment Schedule in which case the Cancellation Charges shall apply calculated from the date at which the notice of cancellation is given by Us.
- 4.8 Without prejudice to any other right or remedy available to Us We shall be entitled to cancel the Contract or such part of the Contract as may be determined by Us without liability on receipt of any notice received by You by reference to clauses 6.3 and 6.4 in which case the Cancellation Charges shall apply calculated from the date at which notice of cancellation is given by Us.
- 4.9 You may be able to reclaim the Cancellation Charges (in full or in part) under the terms of the Group Travel Policy if selected by You (terms and conditions apply – see leaflet for details).

5. BOOKING PRICE AND PAYMENT SCHEDULE

- 5.1** Subject to any special terms agreed in writing You shall make payment for the Booking Price as set out in the Payment Schedule. We shall not send payment reminders and You must ensure that payments are made by the relevant due dates.
- 5.2** Unless otherwise agreed by Us in writing no payments (including any part of the Price) received are refundable to any individual Party Member(s).
- 5.3** Our Price reflects the specifications (including seating capacity) as set out in any Booking Confirmation (unless stated otherwise). If the number of Party Members (including You) increase beyond this number or any or more Party Member's specific requirements (including without limitation special arrangements for disabled persons) please contact Us immediately as this may increase the Booking Price.

5.4

- (a)** Without prejudice to clause 5.4 (b) below if at any time before the commencement of the Transportation Services We deem it necessary to increase the Price to give effect to any increase in the cost to Us (including any increase in the rate of VAT applicable) We shall have the right to give written notice of any such increase to You increasing the Booking Price and in the event that such increase:(i) does not exceed five (5) percent of the Booking Price: You shall not have the right to cancel the Contract; (ii) does exceed five (5) percent of the Booking Price: You shall have the right to cancel the Contract within fourteen (14) days of receipt of such notice and We shall refund in full all sums paid in respect of the Booking (excluding interest);
- (b)** Without prejudice to clause 5.4(a) above if at any time before the commencement of the Transportation Services We deem it necessary to increase the Price to give effect to any fuel surcharge and the corresponding increase in the cost of fuel to Us We shall have the right to give written notice of any such increase to You increasing the Booking Price. In such circumstances You shall not have the right to cancel the Contract providing that We limit such price increase to a maximum fee of £200.00

- 5.5** Notwithstanding the provisions of clause 5.3 above any increase in the cost to Us necessitating an increase in the Booking Price which is a result of any change which is requested by You or a result of any delay caused by any instruction of Yours or failure by You to give to Us adequate information or instructions shall not entitle You to cancel the Contract on receipt of a written notice of such increase in the Booking Price otherwise than as provided in clause 4.6 above.
- 5.6** If You fail to make payment in accordance with the Payment Schedule then without prejudice to any other right or remedy available to Us We shall be entitled to charge You interest at the rate of 3% per annum above National Westminster Bank Plc base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

6. YOUR RESPONSIBILITIES

- (a)** You will use all reasonable endeavours to ensure and procure that all Party Members:
- (b)** behave always in a safe manner and to ensure that minimal disturbance is caused to or interference with other Party Members and the driver (or equivalents) and vehicle and members of the public and generally conduct themselves well and appropriately;
- (c)** do not request or encourage or otherwise exert pressure or undue influence on the driver to exceed or otherwise breach the driver hour regulations or use any mobile phone when driving anyway other than handsfree or any equivalent or other such laws or regulations;
- (d)** always comply fully and in a way compatible with the letter and spirit of the Travel Rules including without limitation the obligation to wear seatbelts at all times where fitted and to not obstruct and keeping clear all emergency exists and to not tamper with emergency hammers first aid kits and/or fire extinguishers unless in case of emergency and/or accident.
- (e)** You shall accept responsibility for the general conduct including without limitation all acts and omissions of all Party Members and ensure that We and our agents and suppliers including coach/ vehicle providers are reimbursed and otherwise indemnified in full on or before the Departure Date in respect of any loss or damage (wilful or otherwise) caused or contributed to by any Party Member(s) whether or not such loss or damage arises from breach(es) of Our Travel Rules or any other provision of these Conditions or otherwise;

- (f) You shall ensure and procure that any and all Party Member(s) adopt all appropriate measures (including any set out in and otherwise in accordance with the Luggage Rules) for the protection and security of any valuables baggage or other personal possessions ("valuables") responsibility for which shall remain with You and the Party Member(s). In particular (but without limitation) Party Members should not (but if do at their own risk) carry with them on the vehicle providing the Transportation Services any item or items with a combined value exceeding the lowest figure as detailed from time to time in one of the Luggage Rules or Travel Rules or the Group Travel Policy. We are not obliged to carry any luggage or valuables which We in Our absolute discretion deem to be in breach of Our Luggage (or any other) Rules;
- (g) On Our or the driver's (or equivalent's) making of any one or more consecutive or concurrent oral request(s) (whether prior to or during the provision of the Transportation Services or otherwise) for You to do so (whether in the interests of ensuring (or attempting to ensure) the compliance with Our Travel Rules or passenger safety or otherwise) You shall ideally immediately but otherwise as soon as is reasonably practicable and within the following thirty (30) minute period after the giving of any/each request make suitable arrangements for the removal of any Party Member(s) from the vehicle(s) being used to provide the Transportation Services. We (and/or the driver and/or equivalent and/or his/their superior/ employer) shall not incur any liability to You or any other Party Member(s) and You or any other Party Member(s) shall not acquire any rights under these Conditions or otherwise as a consequence of the making of any one or more such oral request(s) in accordance with this sub-clause.
- 6.2** You must advise Us at the time of making any Booking or during the provision of the Transportation Services as soon as You become aware of any special needs or care requirements (including without limitation the need for a low loading and floor vehicle for the transportation of disabled persons) required for any Party Member(s) and You acknowledge that We do not provide routine or special assistance to Party Member(s) in respect of any such special needs or care requirements unless requested in writing in advance of the Arrival Date by You.
- 6.3** You must advise Us at the time of making any Booking and during the provision of the Transportation Services as soon as You become aware or suspect that any Party Member(s) has suffered from or been in contact with other persons or animals suffering from infectious or contagious diseases (including without limitation chicken pox and/or gastro enteritis) representing any threat to human health within four (4) weeks prior to the Arrival Date. Where You so advise Us We shall agree to the cancellation of the Booking of the relevant Party Member(s). The appropriate Cancellation Charges will apply but these may be reclaimable under the Group Travel Policy or any other insurance policy taken out by You or any Party Member(s).
- 6.4** Without prejudice to Your responsibilities as detailed at sub-clause 6.1(d) above We reserve the right to decline any Booking or exclude any Party Member(s) at any time prior to or during the provision of the Transportation Services if in Our reasonable opinion the behaviour of that Party Member is disruptive dangerous annoying or incompatible with the general enjoyment of other visitors or otherwise (including without limitation incompatible with the Travel Rules and/or Luggage Rules). Any additional costs so incurred shall be entirely Your responsibility and You shall reimburse any costs reasonably incurred by Us in connection with the removal of such Party Member(s) from the vehicle providing the Transportation Services.
- 6.5** If there is a problem with the provision of the Transportation Services or services provided by Us You or the Party Member(s) must notify (by telephone or equivalent if on route to/from) Our Transport Manager (whose name and contact details are set out in the Booking Confirmation) immediately of any claim You or any Party Member intends to pursue thereby affording Us the opportunity to rectify any problem raised. If it is not resolved immediately You should write to Us immediately at and We will endeavour to find a satisfactory solution up to a limit of five hundred Pounds Sterling (£500) per Booking (representing Our maximum liability unless otherwise provided under these Conditions). We shall not accept liability for any complaint which is not notified to Us in writing within twenty eight (28) days of the end of any interim journey comprising any part of the Transportation Services or the Departure Date (whichever the earlier).

6.6 You shall comply with Our Booking Request Requirements at the time of Booking and immediately after Booking shall inform us fully in writing of Your and all individual Party Member's name contact details and any requirements needs or personal circumstances that You reasonably consider may affect You or that Party Member or any other Party Members (whether a party to Your group or otherwise) during provision of the Transportation Services including without limitation special dietary requirements illness disabilities any social behavioural problems that a Party Member currently has or has recently experienced or any other such personal and/or sensitive information ("Personal Information").

6.7 You warrant agree and acknowledge that prior to making any Booking You have obtained the consent of each Party Member to Our:

- (a)** retention of their Personal Information on Our databases for health safety and other purposes related to Our provision to You of the Transportation Services; and
- (b)** sharing of their Personal Information between companies within Our group (including permitting access as deemed appropriate to Our employees agents sub-contractors franchisees and suppliers or to such other third parties as is otherwise required by law) for administrative purposes; and
- (c)** sharing of their Personal Information with Our business partners (including without limitation coach providers) in order that We may provide the Transportation Services to You. Otherwise We will not share Personal Information with any other third parties. We will use Our reasonable endeavours to retain Personal Information securely and otherwise in accordance with law.

6.8 You shall ensure that:

- (a)** Our Travel Rules Luggage Rules and any other information or rules or otherwise provided to You by Us (whether in Our Booking Confirmation or otherwise) are disseminated fully to Your Party Members prior to the Arrival Date; and
- (b)** Your Party Members arrive at the boarding point including without limitation on the Arrival Date and Departure Date at least twenty (20) minutes before the departure time as advised by Us in the Booking Confirmation or otherwise from time to time.

7. LIABILITY

7.1 Our liability (except in respect of death or personal injury caused by Our negligence or that of Our employees or agents which is not limited or excluded by these Conditions and except as expressly provided in these Conditions) for any delay in performing or any failure to perform any of Our obligations in relation to the Booking shall be limited to the excess (if any) of the cost to You and any Party Member in the cheapest available market of similar Transportation Services to replace those not performed over the Booking Price.

7.2 Except in respect of death or personal injury caused by Our negligence or that of Our employees or agents We shall not be liable to You or any Party Member by reason of any representation or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract for any consequential loss or damage, (whether for loss of profit or otherwise) costs, expenses, or other claims for consequential compensation whatsoever (and whether caused by Our negligence or that of Our employees or agents or otherwise) which arise out of or in connection with the Booking except as expressly provided in the Conditions.

7.3 Subject as expressly provided in these Conditions all warranties, conditions, or other terms implied by statute or common law are excluded to the fullest extent permitted by Law.

7.4 You shall indemnify and keep indemnified Us and our suppliers including coach/ vehicle providers from and against any and all direct and indirect loss, damage, costs, claims, demands, or liability (whether criminal or civil) arising out of any injury or other loss to Us Our employees, guests, visitors, or agents or any third parties working with Us to provide the Transportation Services and any property of such persons unless We are liable for the same under these Conditions.

7.5 Your luggage shall be at Your and Your Party Members risk at all times throughout the provision of the Transportation Services and We will only be liable for any loss (including without limitation theft) of or damage to Your or Your Party Members' luggage howsoever caused including without limitation by Our negligence. Our maximum liability to You for any loss of or damage to Your luggage whether for breach of contract breach of any duty of care in relation to the luggage Our negligence or any deliberate or

negligent acts of any of Our employees agents or representatives shall be limited to Our providing assistance as We in Our absolute discretion deem appropriate with any claim that You may wish to bring under Your luggage insurance (whether through Our Group Travel Policy or otherwise). For the avoidance of doubt You and Your Party Members must insure (whether through Our Group Travel Policy or otherwise) all luggage with reputable insurers against all usual and normal risks of loss (including without limitation theft) and damage to the full replacement value of the luggage with no excess.

8. FORCE MAJEURE

We and You and Your Party Members shall not be liable for any delay in performing or failure to perform any obligation or alterations and cancellations due to any cause beyond Our reasonable control including strikes, lock-outs, labour disputes, act of God, war, riot, civil commotion, terrorism, malicious damage, threats or other circumstances affecting passenger safety, compliance with any law or governmental order, rule, regulation, or direction including without limitation compliance with request of the police, customs or other government officials and security services, death and/or accident causing delay on route to or from any Centre(s) or other agreed location, unforeseen traffic delays, cessation of trade of any of Our coach/vehicle providers, environment contamination, pandemic, outbreak of disease, breakdown of plant or machinery, fire or flood (at any vehicle station or otherwise), storm, exceptional severe weather, difficulty or increased expense in obtaining workmen, materials, goods or raw materials in connection with the performance of the Transportation Services.

9. GENERAL

- 9.1** The headings in the Conditions are for convenience only and shall not affect their interpretation.
- 9.2** We may perform any of Our obligations or exercise any of Our rights hereunder by Ourselves or through Our employees agents or sub-contractors including coach/ vehicle providers.
- 9.3** No waiver by Us of any breach of the Contract by You or any of Your Party Members shall be considered as a waiver of any subsequent breach of the same or other provision.

- 9.4** No failure of Ours to exercise any power given to Us or to insist upon strict compliance by Us with any obligation hereunder and no custom or practice of the parties at variance with the terms hereunder shall constitute any waiver of any of Our rights under the Contract.
- 9.5** If any provisions of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.
- 9.6** Any notice given hereunder must be given in writing and delivered or sent by post or facsimile transmission to the residence or principal place of business of the party to whom it is addressed.
- 9.7 (a)** Save as otherwise provided nothing in this Contract shall confer on any third party any benefit or the right to enforce any terms of the Contract except that: (i) we may assign the benefit of any of these Conditions including (without limitation) any limitations or exclusions of liability in clauses 6 and clause 7 to any coach provider assisting Us to provide the Transportation Services to You ("Coach Provider") (ii) upon any assignment by Us of the benefit of any of these Conditions the permitted successor or assignee shall take such benefits subject to the other terms of these Conditions where applicable and the Contracts (Rights of Third Parties) Act 1999.
- (b)** Notwithstanding that any term of these Conditions may be or become enforceable by a person who is not a party to it the terms of these Conditions or any of them may be varied amended or modified or these Conditions may be suspended cancelled or terminated by agreement in writing between the parties or these Conditions may be rescinded (in each case) without the consent of any such third party provided that nothing in this clause 9.7(b) shall affect any prior assignment of the benefit of any of these Conditions made under clause 9.7(a)
- 9.8** The Contract shall be governed by the laws of England and subject to the jurisdiction of the English courts.