

## **Swans Travel Terms and Conditions of Booking**

Effective 22/11/2022

### **Application**

These conditions apply whether 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.

### **Liability**

The Company shall not be liable for loss to the hirer or any of the passengers in the coach resulting from:

- (i) Stoppages of work howsoever caused, preventing performance of the contract hire.
- (ii) Loss of, or damage to, luggage or any property which belongs to any passenger that is left in a vehicle unless such loss or damage is caused by any act or default of the Company. All articles of lost property recovered from a vehicle will be held at the depot at which the vehicle is based.
- (iii) Breakdowns of the Company's vehicles.
- (iv) Breakdowns of vehicles or ferries belonging to third parties.
- (v) The conditions of any vehicles, ferries or premises belonging to third parties.
- (vi) The Company hereby limits its liability resulting from vehicle hire to the total cost of the hire.
- (vii) Any delay caused by an Act of God or any other circumstance not under the Company's control.
- (viii) Breakdown of onboard facilities (when provided) e.g., toilets, drink machines, videos, radio/cassette and public address systems.

### **Quotations**

Quotations are made subject to a vehicle suiting the Hirer's requirements being available at the time of acceptance. Quotations are based on costs prevailing at the time and in accordance with details provided by the Hirer. Unless otherwise stated admission charges, meals, accommodation, and parking charges for special events are not included in the price quoted. Quotations are valid on the date of issue or for any other period by prior arrangement.

### **Confirmation**

Normally written confirmation by the Company is the only basis for the acceptance of a hiring or for a subsequent alteration to its terms.

### **Payment**

(i) If the Hirer does not have credit facilities with the Company, then on balances of £1000 or less, full payment is required to secure the booking. Balances above £1000 are subject to a minimum of 20% payment to secure the booking. Any remaining balance of the hire charge must be paid a minimum 14 working days prior to the start of the hire unless any other terms have been confirmed by the Company in writing.

(ii) If the Hirer has prearranged credit facilities with the Company, he/she will receive an invoice at the end of the hire. Payment is due within 30 days of the date of invoice. The Company reserves the right to add interest at the rate of 3% above National Westminster Bank plc base rate in force at the time being, after the date by which payment should have been made.

(iii) Subject to prior arrangement with the Company, the Company will accept payment from a non-UK clearing Bank by Bank Transfer. Such a payment shall be the full sterling value of the invoice

rendered. All charges, negotiation fees, interest or any other costs relating to the transfer of funds are to be the responsibility of the Hirer.

(iv) The Company reserves the right to additional late payment fees including any recovery costs.

(v) The Company reserves the right to add Debt Collector fees onto any payment, where a third party is required to collect monies owed.

### **Cancellation By the Company**

In the event of any emergency or force majeure or of any action by the Hirer to vary agreed conditions unilaterally, the Company may, by returning all money paid and without further or other liability, cancel the Contract.

### **Cancellation By the Hirer**

Should the Hirer wish to cancel any agreement, the Company reserve the right to apply the following scale of charges in relation to the total hire charge: Cancellation MUST be in writing.

From time of booking: Deposit retained.

From 6 days up to 72 hours prior to date of hire: 80%

From 48 hours to 24 hours prior to hire: 90%

Less than 24 hours prior to hire: 100%

(ii) During any period, the company class as 'peak', the company reserve the right, always, to apply up to 100% cancellation fee.

(iii) Should the Hirer have credit facilities with the Company and the Hirer cancels a booking, then the Company reserves the right to apply the above scale of charges to the account.

### **Amendments**

Should the Hirer wish to amend any details within their booking 48hours prior to the pickup date, the Company reserves the right to add an additional fee to the booking subject to the nature of the amendment.

### **Route and Time Variation**

Should a vehicle be detained by the Hirer or taken on a longer journey than that contracted for, the Company reserves the right to make an additional charge commensurate with the costs incurred. In any event the vehicle(s) will depart at times agreed with the Hirer and the Company will not be liable for any loss or injury sustained by any passenger who fails to join a vehicle at the appointed time.

### **Delays**

The Company gives advice on journey time in good faith but does not guarantee the completion of any journey in any specified time and will not be liable for loss, delay or inconvenience caused by the actual time of the journey.

### **Substitution**

The Company reserves the right to hire in vehicles from other operators and also to provide a larger than specified vehicle at no additional charge, unless any seats are used. If extra seats are used an additional charge will be made pro-rata to the hire charge. The Company reserves the right to

substitute other vehicles (including those of other operator(s)) or ancillary facilities for all or part of the hiring subject to such substitute, so far as possible in the circumstances, being of similar quality.

#### **Agency Agreements**

Where the Company hires in vehicles from other operators and where the Company arranges ancillary facilities, such as meals, accommodation, ferries, admission, tickets or any other service provided by another supplier, it does so as agent for and on behalf of the Hirer. Any terms and conditions imposed by such other suppliers through the Company shall be binding on the Hirer as if he had directly contracted for such services.

#### **Drivers' Hours and Rest Periods**

The hours agreed with the Company for the operation of any hire must be strictly observed (other than in the case of serious emergency or diversion) so that current regulations governing driver's hours and rest periods can be complied with. The Company reserves the right to curtail or otherwise alter any hire that does not comply with the relevant regulations.

#### **Driver's Accommodation**

Unless agreed otherwise, in writing, driver's accommodation (where applicable) must be provided and paid for by the Hirer. This should be single ensuite accommodation including bed, breakfast, and an evening meal.

#### **Use of Vehicle**

Unless confirmed in writing by the Company the vehicle should not be assumed to remain at any point between the outward and return journeys nor to remain available for the Hirer's incidental use when parked at such points.

#### **Seating Capacity**

The Hirer must not load any vehicle beyond the number of passengers that it is legally permitted to carry. The Company reserves the right to supply a larger coach than is ordered at no extra charge. Should there be room to accommodate additional passengers, other than stated at the time of booking, the Company reserves the right to apply an additional charge.

#### **On Board Facilities**

If needed, then a request by the Hirer for a toilet, drinks machine, video, radio cassette and public address system etc, should be made at the same time as the quotation is given.

#### **Refreshments & Alcoholic Beverages**

Other than on a vehicle fitted expressly for that purpose, no food and drink, including alcoholic beverages, may be consumed on the vehicle without prior written consent from the Company.

#### **Cleaning Charges**

Should the Hirer leave the vehicle requiring a cleaning service, an additional fee will be added to the booking.

#### **Passengers Property**

The recommendation of the Department of Transport is that for safety of passengers each passenger is limited to a maximum baggage weight of 10 kilos per person. Unless previously agreed with the Company the driver is the sole arbiter as to the carriage of a passenger's luggage and its storage. The

Company will not accept liability for any damage to or loss of any property left on a vehicle by a passenger. All articles of lost property recovered from a vehicle will be held at the depot at which the vehicle is based for a period not exceeding one month, after which the Company reserves the right to dispose of the items. A small charge will be made for the keeping of lost property handed in at the end of a Hire.

### **Conduct of Passengers**

The driver is responsible for the safety of the vehicle. Any passenger whose conduct is in breach of statutory regulations may be removed from a vehicle or prevented from boarding on the driver's authority. The Hirer will be responsible for the conduct of passengers and for any damage caused to the vehicle by passengers during the hire.

### **School Parties**

The 'organiser' shall be the Hirer and not the school. It shall be the absolute responsibility of the Hirer to ensure that the necessary arrangements have been made for the safe supervision and conduct, including the wearing of the seatbelts, of all students in the party. A member of staff must occupy the seat situated alongside the Emergency Exit at the rear of the vehicle.

### **Animals**

On a private hire no animal may be carried without prior agreement, in writing, of the Company.

### **Complaints**

Any complaint in respect of the Company's services should be made in writing to the Company's registered office as soon as possible and in any event within 28 days at the end of the hire.

### **Notices**

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

### **Insurance**

Hirer and individual passengers are advised to insure themselves for those events not covered under the Company's Policy, for example, delay and loss of luggage. The Company can arrange additional insurance cover on request.

### **English Law**

English Law governs this Contract.