## <u>R H Travels</u>



**Application** – These terms & conditions apply whether a contract has been made verbally or in writing.

**Quotations** – All quotations are given subject to The Company having available a suitable vehicle at the time the hirer accepts the quotation. Quotations are given for coach & driver only.

Quotations are valid for 28 days unless otherwise notified.

**Use Of The Vehicle** – The hirer cannot assume the use of the vehicle between outward & return journeys, nor that it will remain at the destination for the hirer's use unless this has been agreed with The Company. The Company reserves the right to levy additional charges for additional mileage or time to that agreed. The charges will be pro rata & in accordance with booking confirmation.

**Driver's Hours and Rest Periods** – The law strictly controls the driver's hours of driving and rest periods and the current regulations must be complied with. The company will agree the hours of operation of the hire and these must be observed.

**Seating Capacity** – The maximum numbers allowed on the vehicle is indicated on the vehicle. No standing passengers allowed. Drivers will not carry an extra passenger over the seating capacity.

Animals will not be carried on any vehicle, except guide dogs.

**Payment –** Invoice payment terms are 14 days from date of invoice. Any deposit requested must be paid by the time stated, and payment in full must be made before the start of the hire unless the Company has agreed in writing to a variation in this condition. The Company reserves the right to add 2% per annum above the base rate calculated on a daily basis from the date by which payment should have been made.

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Cancellation By Hirer – If the hirer wishes to cancel or amend any agreement, the following scale of charges will apply in relation to the total hire charge. 10 days or more before – No charge, 6-9 days – 10% of hire, 3-5 days – 25% of hire, 1-2 days – 50% of hire, Day of hire – Minimum of 85% of hire, On arrival of coach at departure point – 100% of hire. Cancellation due to inclement weather conditions will be charged as above. Theatre/concert tickets already purchased are not refundable & must be paid for in full. Accommodation, meals etc. arranged on your behalf by our company may be liable for a cancellation charge. Any deposit of up to £200 paid for bookings where accommodation, meals, ferries & other services are being reserved, will be liable to retention in the case of cancellation by the hirer. This will cover administration costs incurred and deposits forwarded to third parties. The amount to be kept in such an instance will be decided at the discretion of the Company.

**Cancellation by The Company** – In the event of an emergency or an action by the hirer to vary the agreed conditions, the company may return all monies paid and without further liability cancel the contract.

**Change Of Vehicle** – The Company may provide a larger vehicle than the size hired at no additional charge. The company reserves the right to hire another Coach Operator to cover the hire.

**Route** – The route used, unless the hirer has advised of a particular route or places to be passed en-route, which will be specified on the confirmation letter, will be at the discretion of the company and/or the driver.

**Breakdown/Delay** – The Company gives advice on journey times in good faith, but does not guarantee the completion of a journey at a specific time, and will NOT be liable for inconvenience or loss caused by breakdown or delay.

**Agency Agreement** – When the company provides meals, accommodation, ferries, admission tickets and any other services provided by another contractor, it does so as an agent of the hirer on his behalf. Any terms and conditions imposed by the contractor will be binding on the hirer as if he had directly contracted the services himself.

**Property** – All vehicles hired are subject to restrictions on carrying luggage for statutory safety reasons & the driver shall be the sole judge as to whether & to what extent passengers' property is carried. The Company will not accept liability for any damage or loss of any property, which belongs to any passengers and is left on a vehicle. Any articles of found property recovered from a vehicle will be held at the depot from where the vehicle is based and may be collected from there.

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**Insurance** – All hirers and individual passengers are recommended to obtain insurance for those items where, save for negligence, the company's liability is limited (such as delay or luggage).

**Conduct of Passengers** – The driver is responsible for the safety of the vehicle. Any passengers whose conduct is in breach of statutory regulations will be removed on the driver's authority. The hirer will be responsible for all damages caused to the vehicle by passengers during the hiring.

**Alcohol** – Under no circumstances may alcoholic drinks be carried on or consumed upon the vehicle without the express permission of the company in writing.

**Complaints** - must be made within 14 days of the date of hire to the driver or in writing to R H Travels.

**Notices** – No bill, poster or notice is to be displayed on any vehicle without prior consent of The Company.

**Smoking** – All coaches are non-smoking unless otherwise agreed by the company.

**Surcharges** – The quotation given is based on operating costs at the date of the quotation. When more than 28 days elapse between the date of the quotation and the date of departure, the company reserve the right to pass on to the hirer any increase in the cost of fuel or any other increased costs resulting from Government action.

**English Law** – Orders are only accepted in that the Law of England shall apply to the contract arising from such an order, and to the determination of the rights and liabilities of the respective parties and in that no action or other proceedings shall be bought by either party in relation to such contract except in a Court of competent jurisdiction in England.

https://www.rhtexecutivetravel.co.uk

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