



CROSSKEYS COACHES LIMITED – PRIVATE COACH HIRE TERMS & CONDITIONS

These terms & conditions, together with our Privacy Policy and any other written information we brought to your attention before we confirmed your booking, apply to your booking with Crosskeys Coaches Limited of Caesars Way, Folkestone, Kent. CT19 4AL (Company number 04459956) ("we" or "us").

Please read them carefully as they set out our respective rights and obligations. In these booking conditions references to "the customer", "the hirer", "you" and "your" include the leadname person or organisation on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

Application

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 vehicles. If the customer is a company, group, or partnership, an individual must be named as a responsible person. The customer is responsible for the actions and decisions of all the passengers on board including any additional costs incurred in performing the contract, whether or not they actually travel with the party. If the customer is not going to travel with the party, a representative must be chosen, and we must be informed prior to the hire taking place. We will only accept instructions from the customer or their nominated representative. Where a copy of these conditions has been given to the customer at any time, or the customer has been advised verbally of all significant terms, making a booking will be deemed to signify acceptance of them. Where the customer makes a booking before receiving these conditions and without being advised verbally of all significant terms, the customer may cancel the contract without liability within 48 hours of receiving these conditions. Otherwise, the customer will be deemed to accept these conditions.

Quotations and Advice

- i) Quotations are given on the basis of a direct route and on information provided by the customer. The route used will be at our discretion unless it has been particularly specified by the customer in which case it will be clearly shown on the confirmation. All quotations are given subject to the availability of a suitable vehicle at the time the customer accepts the quotation.
- ii) Any advice given to the customer concerning departure times, journey times and route planning is based on previous experience and given in good faith, but it should be construed as a guide only and not a guarantee of service.

Use of the Vehicle

The customer cannot assume the use of the vehicle between outward and return journeys, nor that it will remain at the destination for the customers use unless this has been agreed with us in advance.

Parking Charges

The customer will be liable for all parking charges.

Route and Time Variation

We reserve the right to levy additional charges for additional mileage or time to that agreed. The charges will be pro rata and in accordance with the formula used to calculate the original quote. The vehicle will depart at times agreed by the customer, and it is the responsibility of the customer to account for all passengers at those times. We will not accept liability for any losses incurred by passengers who fail to follow instructions given by the customer.

Drivers' Hours

The hours of operation for the driver are regulated by law, and the customer accepts the responsibility of ensuring the hire keeps to the hours and times agreed by us. Neither the customer nor any passenger shall delay or otherwise interrupt the journey in such a way that the driver is at risk of breaching regulations relating to driving hours, breaks and duty time. Should any such breach occur, the customer will be responsible for all costs incurred including recovering the driver and vehicle and/or the cost of overnight accommodation for the driver and vehicle unless the breach was caused by events outside the control of the customer. The customer hereby explicitly authorises us to deduct these costs from the credit card or cash deposit provided at the time of booking.

Seating Capacity

We will, at the time of booking, agree and specify the legal seating capacity of the vehicle to be supplied. The customer must not load the vehicle beyond this capacity.

Conveyance of Animals

No animals (other than assistance dogs notified to us in advance) may be carried on any vehicle without prior written agreement from us.

Confirmation

Written confirmation from us is the only basis for the acceptance of a hiring or for a subsequent alteration to its terms.

Payment

Any deposit requested must be paid by the date stated, and payment in full must be made before the start of the hire unless otherwise agreed with us. We reserve the right to add interest at the rate of 2% per annum above the base rate of the HSBC Bank, calculated on a daily basis, from the date by which payment should have been made to the date full payment including added interest has been credited to our bank account.

Cancellation by The Customer

- i) Any cancellation must be notified to us in writing. In addition to the charges detailed below a £25 administration fee is payable in respect of any cancellation made by The Hirer and will be deducted from the deposit held by us prior to a refund.
- ii) No refund will be given should the customer decide to change or curtail any part of the pre booked service on the date of travel.
- iii) If the customer wishes to cancel any agreement, the following scale of charges will apply in relation to the total hire charge.

Notice Given	Charge
14 days or more	No charge
7 – 13 days	10% of hire
3 – 6 days	25% of hire
48 hours	50% of hire
24 hours or less	100% of hire

- iv) The cost of accommodation, meals, event and attraction tickets etc. which have already been purchased by us at the request of the customer, will be charged to the customer, plus any administration charges incurred by us.
- v) Cross channel transport, whether Eurotunnel or ferries, are subject long cancellation periods. If cross channel transport is booked by us as part of our contract with you full payment will be required on cancellation as follows: -
 - 1. Eurotunnel – 35 days or less
 - 2. Ferries – 28 days or less
- vi) Cancellation due to inclement weather conditions will be charged as above.

Cancellation by Us

In the event of any administrative or operational problem, emergency, riot, civil commotion, strike, lock out, stoppage or restraint of labour or on the happening of any event over which we have no control (including adverse weather and road conditions) or in the event of the customer taking any action to vary agreed conditions unilaterally, we may, by returning all money paid and without further or other liability, cancel the contract.

Vehicle to be provided

We reserve the right to substitute another vehicle (including those of other operators) for all or part of the hiring subject to such substitutes being of at least equivalent quality.

Breakdown and Delays

We give advice concerning departure times, journey times and route planning in good faith and as a guide only. If as a result of breakdown or traffic congestion or other event beyond our control the

journey may take longer than predicted and, in those circumstances, we will not be liable for any loss or inconvenience suffered by the customer as a result.

Agency Arrangements

Where we hire in vehicles from other operators at the request of the customer and where we arrange ancillary facilities such as meals, accommodation, ferries, admission tickets or any other services provided by another supplier, we do so as agent for and on behalf of the customer only. Any terms and conditions imposed by such other suppliers through us shall, insofar as they are supplied to the customer, be binding on the customer as if the customer had directly contracted such services and the customer shall indemnify us against any loss, claim, damage or award in respect of a breach of such supplier's terms and conditions brought about by the customer's action.

Passengers' Property

Luggage and personal effects are carried on or in our vehicles at the owner's risk. Gangways, doorways and emergency exits must not be obstructed. All vehicles hired are subject to restrictions on carrying luggage for statutory safety reasons and the driver shall be the sole judge as to whether and to what extent passengers' property is carried. We 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.

Conduct of Passengers

Please note we operate a strict no smoking policy on board all our vehicles

- i) The driver is responsible for the safety of the vehicle at all times, and as such may remove any passenger whose behaviour prejudices safety or is in breach of the 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 us on request.
- ii) Where the hire is to a sporting event, the customer should be aware of the legal requirements relating to alcohol, contained in the Sporting Events (Control of Alcohol) Act 1995, and the conditions of entry to racecourses as laid down by the Race Course Association Ltd. We will provide details of these restrictions on request.

Damage to or soiling of Vehicles

In addition to any deposit paid for services (see 'Payment' above) we reserve the right to request a further deposit of £150.00 when we believe there is a high risk of damage to or soiling of our coach e.g. late evening post party trips, some sporting events etc. This deposit will be fully refundable upon satisfactory completion of the hire.

Damage can be defined as resulting from any wilful, malicious or accidental damage caused to the vehicle, by a member of a party or group travelling on one of our vehicles. Soiling is any defined as vomit, excessive rubbish, drink or food containers or any other matter that is left in the vehicle which requires cleaning. Any damage or soiling that occurs will be the responsibility of the customer. The customer is the person, organisation or body whose details appear on the original booking. We will hold the customer responsible for the cost of rectifying the damage or soiling and the customer

hereby explicitly authorises us to deduct the full cost of rectifying said damage or soiling from the credit or debit card or cash deposit taken at the time of booking subject to a minimum charge of £50.00.

Complaints

In the event of complaint about our services, the customer should endeavour to seek a solution at the time by seeking assistance from the driver or our operational office. If this has not provided a remedy, complaints should be submitted in writing and within days of the date of the hire by either:

- a) In writing to Crosskeys Coaches Limited, Caesars Way, Folkestone, Kent. CT19 4AL or
- b) By Email to info@crosskeys.uk.com

Notices

No bill, poster or notice is to be displayed on any vehicle without our written consent.

Refreshment and Alcoholic Drinks

Other than on a vehicle fitted expressly for that purpose, food (except confectionery) and drink (including alcoholic beverages) may not be consumed on the vehicle without prior written consent from us.

Surcharges

Once a confirmation has been issued to the customer, providing there are 30 days prior to the departure date, we reserve 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 surcharges will be levied within 30 days of departure. On notification of such surcharges, the customer may cancel the booking subject to the scale of cancellation charges shown in paragraph 10. Our liability will be limited to the cost of the hire and any ancillary services supplied.

Privacy notice

We are committed to respecting your privacy and protecting your personal information. Our Privacy Policy is available on our website.

Law and Jurisdiction

These terms and conditions are governed by English law and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.