**TERMS AND CONDITIONS**

**In use, As of 2020**

1. **Application –**These terms & conditions apply whether a contract has been made verbally or in writing. The hirer is responsible for the actions and decisions of all passengers on board including all additional costs incurred in performing the contract whether or not they actually travel with the party.
2. **Quotations –**Quotations are given for coach/bus & driver only. Quotations are valid for 7 days unless otherwise notified, a quotation can only be transformed into a booking if we have availability. Quotations are given on the information provided by the hirer. Route to be considered when quoted will be most convenient and suitable for the size of the vehicle. Where the hirer requires going on specific routes, this must be confirmed in the booking. **Any Parking fees, Toll charges and additional charges will be paid by the hirer**, unless agreed otherwise prior to booking. (We reserve the right to increase/decrease the price of the tariff at any time).
3. **Payment –** A 50% deposit is required to secure a minibus booking and full payment must be received at least 7 days prior to departure. The 50% deposit can be made via bank transfer or by a secure card machine over the telephone. The remaining balance must be cleared via bank transfer.
4. **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.
5. **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.
6. **Animals –**Animals will not be carried on any vehicle, except guide dogs.
7. **Cancellation By Hirer –** You are entitled to a full refund of the 50% deposit or full payment given, only if you give us **21 days or more notice** of your intention to cancel. A £35.00 administration charge will be levied. A cancellation **less than 21 days up to 3 days (72hrs) prior to departure,** a 50% refund of the 50% deposit or full payment given will be granted, again with a £35 administration charge. **2 days (48hrs)** before departure, there will be a **0% refund.** This is at the discretion of the management and providing we have the availability, we will try our best to accommodate any amendment’s requested by the hirer on a confirmed booking, however on some occasions this will not be possible to do so due to clashes with other booking’s. In this instance, the customer would have to commit to the original booking details or cancel the booking, with the clause above.
8. **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 and cancel the contract.
9. **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.
10. **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. The vehicle will depart at the times agreed by the hirer, and it’s the responsibility of the hirer to account for all passengers at those times. The company will not accept liability for any losses incurred by the passengers who fail to follow instructions given by the hirer.
11. **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.
12. **Drivers Hours –**The hours of operation of the driver are regulated by the law and the hirer accepts the responsibly of ensuring the hire keeps to the hours and times agreed by the company. Neither the hirer nor any passengers shall delay or otherwise interrupt the journey in such a way that the driver is at risk of breaching regulations relating to drivers hours and duty time. If any breach is likely to occur the hirer will be responsible for any additional costs.
13. **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.
14. **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).
15. **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.
16. **Complaints –**must be made within 7 days of the date of hire in writing to the address below or email it to info@citytocoast.co.uk
City To Coast Day Tours Ltd
78 Clare Road, Staines, TW19 7DR
17. No compensation will be paid out from our company for any reason.
18. **Notices –**No bill, poster or notice is to be displayed on any vehicle without prior consent of The Company.
19. **Alcohol –**Under no circumstances may alcoholic drinks be carried on or consumed upon the vehicle without the express permission of the company in writing. (**During hire on sporting events, It is illegal to consume any alcohol, on route)**
20. **Fouling charge –**In the event of fouling in any of our vehicles a charge of £250.00 will be made for cleaning costs and downtime. if the penalty is paid on the night there will be a £50.00 reduction in cost. Payment must be made in full within five days of the fouling. **Criminal Damage will be reported to the police.**
21. **Smoking –**All coaches/buses are non-smoking. Depending on the journey, a comfort break between 15 and up to 30 minutes will be allocated.
22. **USE OF DRUGS IS STRICTLY PROHIBITED! –** Our driver has the right to refuse further carriage if found to be using any form of narcotics, and the police will be contacted immediately, no refund will be given.
23. **CCTV –** For the safety of our drivers and yourselves CCTV will be on all vehicles
24. **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. We reserve the right to charge a valeting charge for any soiling in our vehicles or damages made by the hirer.
25. **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.
26. **Accident, Loss or Delay –** City To Coast Minibus Hire, take no liability for loss, damage, delay, inconvenience or direct or consequential loss, however caused, unless due to our employee’s negligence. In which case our liability is limited (except for death or personal injury) to a maximum of the refund of the hire cost. City To Coast Minibus Hire cannot guarantee the traffic or road closure due to unforeseen circumstances (vehicle accidents, diversions, incidents or general traffic). If for any reason you miss connecting transport links or other plans disrupted due to the above mentioned, we will not be held responsible. Please allow ample time when booking.
27. **Adverse Weather Conditions –**If we have severe weather conditions or any red warning alerts on any part of the route, we may cancel the journey due to safety concerns. We will not be liable for any loss incurred or for any inconvenience, and no refund will be given.
28. **Pick up times & Points –** All pickup and departure times are to be adhered to unless cleared with City To Coast Minibus Hire.**15 minutes** waiting time will be allowed free of charge. After this a waiting time fee regardless of reason will be **£11.50 every 15 minutes pro rata**.
29. **Data Protection** – The protection of your data is very important to us and we comply with all relevant EU and UK laws and regulations. If you have any further questions, please consult our [privacy policy](https://www.southwestminibuses.com/privacy-policy/).