

## **REDWING COACHES BOOKING TERMS AND CONDITIONS**

### **I. APPLICATION OF THESE TERMS & CONDITIONS**

These terms and conditions apply whether a contract has been made verbally or in writing.

### **2. QUOTATIONS**

Quotations are given on the basis of the most direct route and on information provided by you. The route used will be at our discretion unless you have requested a particular route which will be specified in our quotation. All quotations are given subject to us having a suitable vehicle at the time you accept the quotation. Quotations are valid for 28 days unless otherwise notified.

Once you have received our official quotation, an agreed deposit is required to secure the booking. This deposit should be sent to our offices along with the details of your full requirements for the hire. On receiving your deposit, we will send you confirmation of your hire. You should check the details of the hire carefully and notify us immediately of any errors or changes. Normally written confirmation by us is the only basis for the acceptance of the hire or for subsequent alterations to its terms.

Unless otherwise stated, quotations are given for coach and driver only. Other charges such as admission and parking charges are not included.

### **3. PRICE GUARANTEED**

The quoted cost of a coach hire is guaranteed providing that the payment schedule for the hire is adhered to and the original structure of the hire is not altered. However, we cannot guarantee the price of third party suppliers especially such suppliers outside of the United Kingdom where prices fluctuate according to currency changes and levies. We will identify in our booking confirmation if we anticipate that third party suppliers will be used.

### **4. PAYMENT OF BALANCE**

The balance for all hires is due not less than 14 days prior to the departure date. Any hires received within 14 days of the departure date must be paid for in full at the time of booking. We accept payment by bank transfer, cheque, cash, credit card (payment by credit cards will incur a 1.5% fee) or bankers draft. Payment by cheque must be received by us with not less than 7 working days' before the date of departure to allow time for the payment to clear. We reserve the right to add interest at the rate of 2.5% per annum above the base rate from time to time of Barclays Bank Plc, after the date by which payment should have been made.

## **5. CANCELLATION FEES**

Should you need to cancel your booking, you should telephone us with the cancellation and then follow this up in writing. Our cancellation charges are as shown in the table below:

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### **REDWING COACHES TABLE OF CHARGES FOR CANCELLATION**

Period before departure within which written notice is received	Amount of cancellation shown as percentage of the total hire cost
More than 14 days	DEPOSIT ONLY
Less than 14 days but not more than 48 hours	50% OF THE TOTAL COST OF THE HIRE
Less than 48 hours	100% OF THE TOTAL COST OF THE HIRE

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## **6. CANCELLATION BY US**

In the event of any emergency, force majeure event or action by you to vary the agreed terms of the coach hire booking unilaterally, we may, by returning all monies paid and without further or other liability, cancel the contract.

## **7. ROUTE OR TIME VARIATIONS**

We reserve the right to make an additional charge for any additional mileage or time incurred over and above that agreed in the hire. Any additional charges will be commensurate with the costs incurred by us.

The vehicle will depart at times agreed with you and it is your responsibility to account for all passengers at these times. We will not accept any responsibility for any losses incurred by passengers who fail to follow your instructions.

The hours agreed for your coach hire booking must be observed (other than in the case of serious emergency or diversion) so that current regulations governing driver's hours and rest periods may be complied with. Under no circumstances will we allow your coach hire to exceed these regulated hours.

## **8. USE OF THE VEHICLE**

Unless we have agreed otherwise in writing in advance, the vehicle should not be assumed to remain at any point between the outward and return journey nor to remain available for your incidental use when parked at such points.

## **9. SEATING CAPACITY**

We will at the time of confirming your hire confirm the seating capacity of the vehicle to be supplied. No more than the maximum number of passengers indicated may be carried on each vehicle.

## **10. VEHICLE TO BE PROVIDED**

Whilst every effort shall be made to supply a Redwing Executive or Standard Luxury coach sometimes such vehicles become unavoidably unavailable. In such cases, we shall supply the highest standard of vehicle available to us at the time, including those of other operators, for all or part of the hire. We reserve the right to provide a larger vehicle than that specified at no extra charge unless any additional seats are used, in which case an additional pro rata charge will be made.

## **11. BREAKDOWNS & DELAYS**

We give advice on journey times in good faith but we cannot guarantee the completion of any journey at a specific time and will not be liable for loss or inconvenience caused by breakdown, traffic congestion or other delay outside our control.

## **12. CHANGES TO ITINERARY**

From time to time, Redwing Coaches may have to change certain aspects of the given itinerary. Wherever possible, such changes shall be notified to you in advance.

## **13. PASSENGER'S PROPERTY**

All vehicles listed are subject to restrictions on carrying luggage for statutory safety reasons. The driver has full discretion as to carriage of passengers' luggage and its storage. Generally, one suitcase plus one small piece of hand baggage per person will be accommodated. We do not accept liability for any damage to or loss of any property which belongs to passengers and is left in the vehicle. All articles of lost property recovered from a vehicle will be held at the depot at which the vehicle is based for three months and will then be destroyed.

## **14. PASSENGER CONDUCT**

In the interest of other passengers, no musical instruments, radios and/or other audio devices shall be played without the company's permission. Such permission shall be shown on the confirmation, where agreed.

It is strictly forbidden for any person to carry or consume drugs of any description except where such drugs are legally available over the counter without prescription or are prescribed by a doctor. You may be required to produce medical evidence especially when leaving or entering countries.

The driver is responsible for the safety of the vehicle. Any passenger whose conduct is in breach of statutory regulations or is abusive to any person may be removed on the driver's authority. You will be held responsible for the conduct of passengers and for any damage caused to the vehicle by passengers during the hire. We will not accept liability for damage or loss to any passenger entering or leaving the coach whilst in motion.

Under no circumstances may alcoholic drinks be carried or consumed on a vehicle without our permission. It is also illegal to carry or consume alcoholic drinks on a coach proceeding to or from designated sporting events and permission cannot be given in this case. Other than on a vehicle fitted expressly for the purpose, food and drink, except for small items of confectionery (such as sweets) may not be consumed on the vehicle without our prior agreement or with the permission of the driver.

No animals (other than guide dogs and hearing dogs notified to us in advance) may be carried on any vehicle without our prior written agreement.

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

## **15. CURRENCY AND PASSPORTS**

It is your responsibility to ensure that you are carrying the correct currency for each country visited along with a current valid passport and appropriate visas for such countries.

## **16. DUTY FREE AND DUTY PAID GOODS**

It is your responsibility alone to ensure that you remain within the current laws with regard to Duty Free and Duty Paid regulations. We shall not accept responsibility for the delay or confiscation of goods of any offender whatsoever. Copies of these regulations are obtainable from every place of departure from Great Britain. The driver shall decide on the amount of heavy goods that the coach can legally carry. His decision is final.

## **17. TRAVEL INSURANCE**

It is not compulsory to take out travel insurance although we highly recommend that you do especially when travelling outside of the United Kingdom. Please note that it is your responsibility alone to ensure that you are insured adequately and that you have the correct travel documents when travelling outside of the United Kingdom.

## **18. OUR RESPONSIBILITIES TO YOU**

We shall perform the terms of the hire as specified in the confirmation. We accept responsibility for acts and/or omissions of our employees. We carry full indemnity insurance cover for any death or personal injury of any passenger or third party arising as a result of the hire.

## **19. COMPLAINTS PROCEDURE**

We can normally agree amicably the few complaints that we receive. Should you have any reason to complain during the hire, you should firstly notify the driver or our representative who will endeavour to rectify the problem for you. If that matter cannot be rectified to your satisfaction, details of the complaint should be made in writing within 14 days of the hire to:

REDWING COACHES, 10 Dylan Road, Off Milkwood Road, London, SE24 0HL

We will acknowledge all complaints within 14 days and will normally reply within 28 days.

## **20. CONTRACT**

The contract between us is defined by these booking terms and conditions and our written confirmation following receipt of your deposit. This contract is governed by the laws of England and Wales, the Courts of which have exclusive jurisdiction in relation to this contract.

Issued by:

PULLMANOR LTD, T/AS REDWING COACHES of 10 DYLAN ROAD,  
OFF MILKWOOD ROAD, LONDON, SE24 0HL

Tel:- (44) 020 7733 1124

Fax:- (44) 020 7733 5194