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## **STANDARD TERMS AND CONDITIONS**

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These terms and conditions apply whether a contract is made verbally or in writing. The Hirer contracts the Company upon behalf of the Hirer and as an agent for all passengers travelling on the vehicle. The Hirer warrants that they have the full authority of all passengers to enter into this contract on their behalf and to accept these conditions of Hire.

### **1. Information About Us**

Orbit Coaches Limited a Private Limited Company registered in England under number 07504121 whose registered address is Units 1-3 Willow Park, Upton Lane, Stoke Golding, Warwickshire CV13 6EU and whose main trading address is New Farm, Desford Lane, Peckleton, Leicestershire LE9 7RB.

- Our VAT number is 670663916.
- We are regulated by Office of The Traffic Commissioner for the East of England.

### **2. Quotations**

Quotations are given on the basis of the most direct route and in the information given by the Hirer. The route used will be at the discretion of the Company unless the Hirer has requested a particular route, which will be specified in the booking confirmation letter or invoice. All quotations are given subject to the Company having available a vehicle suiting the Hirer's requirements at the time of acceptance of this quotation. Quotations are valid for 28 days from issue unless some other period is specified.

Unless otherwise stated admission charges, meals, accommodation and coach parking charges are not included in the quoted price and the hirer agrees to pay such charges.

### **3. Deposits**

All Customers are required to pay a deposit of 25% of the total amount quoted. Once a deposit is paid you will receive a confirmation email/letter of your booking. Remaining balances must be paid before starting travel. Failure to do so may result in you losing the booking and the deposit. We ask that deposits are to be paid no later than 2 weeks after you confirm your booking.

Bookings may be transferred to an alternative date (at the Company's discretion – subject to availability) with a minimum of 7 days' notice at a £10 charge per change administration fee. Confirmed bookings for June and July, which is our busiest period no refund will be issued. Security Deposit - For late night club/pub runs, and other 'social' events, a refundable security deposit will be charged at our discretion, in addition to any other charges. Once the vehicle(s) have returned to the depot any costs incurred in cleaning and/or repairing the vehicle(s) will be subtracted from the security deposit before the balance, if any, is refunded.

### **4. 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 journey nor to remain available to the Hirer's incidental use when parked at such points.

5. **Route and Times**

Should the 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. The vehicle will depart at times agreed with the Hirer and the Company will not be liable for any loss or injury sustained by any passengers who fails to join a vehicle of the appointed time.

The driver has the right to leave the destination 30 minutes after the departure time, late departures from destination will be subject to additional charges. For airport departures, the coach will wait up to 2 hours after which an additional £20 per hour will be charged which must be paid before departure. This is subject to drivers' hours not being exceeded on the original coach – if this is the case then we will have to dispatch another driver and possible coach which may incur extra charges.

6. **Drivers' Hours and Rest Period Regulations**

The hours agreed with the Operator for the operation of any hire must be strictly observed (other than in the case of serious emergency or diversion) so that regulations governing drivers' hours and rest periods can be complied with. The Operator reserves the right to curtail or otherwise alter any hire which does not comply with the relevant regulations. Neither the Hirer nor any passenger shall delay the departure of a vehicle or otherwise interrupt the journey so putting the driver at risk of breaching the regulations relating to drivers' hours or work and duty. The Hirer will indemnify the company against any extra expenses or charges which the company may incur including, but not limited, to the cost of providing a replacement driver.

7. **Seating Capacity**

The Hirer must ensure that the number of passengers on the vehicle does not exceed the stated capacity for that vehicle.

8. **Confirmation**

Written confirmation via email or letter by the Company is the only basis for the acceptance of a hiring or for a subsequent alteration to its terms. It is the hirer's responsibility to check that all details on the booking agreement are correct, therefore, it is also the customer's responsibility to inform us of any amendments where necessary. Please note this may influence the cost that has already been provided based on information prior to amendment.

Amendments made to the agreement less than 5 days before the trip will be subject to a £10 fee per change.

9. **Payment**

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.

10. **Cancellation by Hirer**

Should the Hirer wish to cancel any arrangement, the following scale of charges shall apply in relation to the total hire charge.

Day of travel	100%
1-3 days	75%
3 -14 days	50%
14-30 + days	25%

11. **Cancellation by the Company**

Where the booking is changed or cancelled by reason of unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised. These circumstances, which we call force majeure, include, but are not limited to, war or threat of war, riot, civil strife, terrorist activity, industrial disputes, fire, quarantine, epidemic, pandemic or health risks, natural or nuclear disasters, port and terminal closures and adverse weather conditions may be subject to charges. The Company reserves the right to cancel any booking giving 14 days' notice.

12. **Vehicle to be provided**

The Company reserves the right to provide a larger vehicle than that specified at no additional charge unless any extra seats are used. The Company reserved the right to substitute other vehicles (including those of other operators) or ancillary facilities for all or part of the hiring subject to such substitutes being of at least equivalent quality. Equipment in coaches (including radios, audio and video cassette players, microphone and public address systems, beverage facilities and toilet facilities) is provided at the discretion of the Company unless the quotation specifies that any such facilities will be available. Whilst every endeavour will be made to comply with the Hirer's subsequent requests, the Company cannot guarantee to meet any such requests.

13. **Breakdown and Delays**

The Company gives its advice on journey times in good faith, however, in the event of a breakdown or traffic congestion, beyond the reasonable control of the Company, journeys may take longer than predicted and, in those circumstances, the Company will not be liable for any loss or inconvenience suffered by the hirer as a result.

14. **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 the 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. The Public Service Vehicle (Conduct of Drivers Inspectors Conductors and Passengers) Regulations 1990 apply. The Company is not responsible or liable for lost property, luggage or personal effects. These are carried on our vehicles at the owner's risk. Where appropriate, Hirers should acquaint themselves with the Sporting Events (Control of Alcohol) Act 1995.

Whilst on your trip you should consider other people, observe any local rules, and behave in an acceptable manner. For the convenience of the majority of passengers, drivers will on no account wait for stragglers or members of the party who fail to join their coach at the pre-agreed time.

Strictly NO ALCOHOL is to be or consumed on the coach. All Alcohol must go in the boot or hold of the coaches.

**Strictly NO ALCOHOL is to be taken on or consumed on the coach when travelling to a sporting event such as football matches.**

All vehicles have a NO SMOKING policy on board.



Coaches must be left in a satisfactory condition - should the coach require valeting following a trip, you will be billed accordingly.

15. **Safety**

All passengers must remain seated in the correct position throughout the journey with their seatbelt on. Any passenger not adhering to this will compromise any possible claim for personal injury. All personal items are carried at owners' risk - it is your responsibility to ensure that your items are secure.

We reserve the right to withdraw our coach/coaches immediately should our drivers be subjected to any abusive, threatening or violent behaviour.

16. **Complaints**

If you have a complaint during your trip you should tell the driver/representative at the earliest opportunity so that they can do their utmost to resolve the problem immediately. If they are unable to resolve the problem to your satisfaction, please forward any complaints/grievances in writing to the Managing Director or Operations Manager.

ON RECEIPT OF A NON REFUNDABLE DEPOSIT OR WRITTEN CONFIRMATION  
YOU HAVE ACKNOWLEDGED AND ACCEPTED OUR TERMS & CONDITIONS

**I have read and agree to the terms and conditions.**

Signed: .....

Print name: .....

Date: .....