

## GENERAL:

This document basic details the terms and conditions of sale and operations of passenger transport services by SussexMiniCoachHire, however contracted.

The terms “the Company” and “SussexMiniCoachHire” refers to the registered company and not to any separate organisation or personal entity, upon which no liability shall fall.

The term ‘Client’ refers to any individual user making a reservation or passenger transported. The individual will automatically be allocated the status of ‘party leader’ and will be deemed responsible for all persons travelling under the reservation. They will be the primary contact for all information and matters concerning the reservation.

The term “journey” refers to the route booked at the times provided by the client.

By making a booking with SussexMiniCoachHire online or by telephone the client accepts these terms and conditions.

Full payment is required at the time of booking transport services from SussexMiniCoachHire, or as set out in confirmation e-mail or booking form.

## BOOKING CONFIRMATION:

An immediate confirmation e-mail will be sent to the Client and shown as “Waiting”. Subject to availability, the reservation is deemed “provisionally” booked when the client receives an “Accepted” confirmation email. This will usually be issued as soon as the booking has been checked and verified, but as soon as possible following the enquiry. This confirmation will show actual pick up times and not flight times.

Should this confirmation not be received, the client must contact SussexMiniCoachHire to raise the matter as soon as possible.

**The client is responsible for:**

- providing accurate contact information, including email and mobile telephone number. Any failure in services resulting from the Company having incorrect contact information will be deemed to be the fault of the client and no compensation will be available.
- providing the correct flight information (including local flight times). Any loss of service or extra charges incurred by the client as a result of any erroneous information being supplied will not be the responsibility of or compensated by the Company. In cases where a client reserving an airport arrival transfer provides the Company with the take-off time NOT the arrival time of their flight the Company reserve the right to re-schedule an alternative pick-up (if available) and re-charge the client for this. If there is no vehicle available for the rescheduled journey, then *no liability is accepted by the Company and no refund will be offered to the client.*
- providing the correct and accurate location(s)/address(s)/post code(s) information concerning drop off and pick-up points. It is also the client’s responsibility to carry directions and contact details for the drop off in order to direct the driver if required. If the location cannot be found after 20 minutes of arrival in the area/town then the Company reserves the right to drop the clients at a suitable central location, in the town/area concerned or charge the client accordingly for additional vehicle and driver hire.

## SHARED and PRIVATE TRANSFERS

When a shared journey is booked, the client and party will travel in a vehicle or vehicles that may be shared with other clients.

When a private journey is booked, the client and party will travel in a private vehicle or vehicles and will not share with other clients.

**Arrival at the airport/train station/port:** Depending on the location, pick up arrangements will differ and the client will be given appropriate instructions. The client may be met by a Company driver or airport representative or may be required to report to an airport traffic marshall who will advise the Company driver that the pick up party is ready.

The client agrees that, under normal circumstances, a maximum waiting time of one hour may be necessary to join a shared transfer. With flights before 08.00am and after 21.00, waiting times may be longer. Clients arriving on late flights and travelling on the last shared transfer of the day, should expect to wait for the last person on the shared service to arrive. If passengers are uncomfortable waiting for the last arrivals they have the option to make alternative arrangements. We recommend booking a private transfer to ensure prompt departure from the airport.

**Departure for flights/trains/ships:** The client is responsible for providing a suitably calculated pick-up time. This must take into account all eventualities that may affect the journey. Eg. travel time, traffic and road conditions, weather, peak time of day, check-in time etc. Following the booking, if the Company deem that the time is insufficient, it will advise the Client accordingly. If the journey is shared or there are multiple pickups, then the company will make allowance for any additional time that may be necessary and advise the client accordingly. If the client is not at the specified pick-up point at the stated or agreed time, the Company vehicle and driver will only wait a maximum of 5 minutes before departing, so as to maintain the journey schedule. Multiple pickups are additionally chargeable.

It is the responsibility of the client to contact the Company on +44 (0)7976 414406 or +44 (0)1444 220048 to obtain their pick-up time confirmation if e-mail has not been received.

The Company will not be liable for any on costs (eg. flight re-booking, additional transport or accommodation) costs incurred as a result of flights or trains being missed.

## FLIGHT DELAYS, FLIGHT CANCELLATIONS and RESCHEDULED FLIGHTS

Where flights departures are delayed, the client may reschedule the journey by prior notification to the Company. If the rescheduled journey times are not possible within the Company’s schedule, the original journey schedule will apply or the journey declined and the passengers will be required to find alternative transport.

Where flight arrivals are delayed, and the driver has to wait more than 30 minutes for a client, then a waiting charge as set out below will apply. If the client informs the Company of the changes to flight arrangements before the vehicle and driver depart to the airport then no waiting charges will apply.

Where the revised ETA cannot be accommodated within the Driver’s schedule and that s/he must attend to another service, the journey will be deemed void and an alternative time will be offered.

Should the client not wish or are unable to travel on the original schedule (either departure or arrival), then they are free to arrange alternative transport as they see fit but no compensation will be payable by the Company.

If no contact is made with the Company’s office or driver within 60 minutes following the published ETA, the client will be classed as a ‘no show’ and the driver will be at liberty to leave the airport without them and the client obliged to re-book and pay for a new transfer. No refund will be made.

In cases where baggage has been lost, the client must contact the relevant airline. If circumstances require that the transfer leaves as scheduled, the delayed passenger(s) may, chose to remain at the airport and make alternative transfer arrangements or may join the scheduled transfer and make other arrangements for recovery of luggage.

Where flights are cancelled and as a consequence, the client cancels a transfer any less than 14 days before travel, no refund will be given. Full documentation will be provided on request to aid any insurance claim.

If on arrival, a flight is delayed by over 2 hours we will class this as a cancelled booking and a new booking will have to be made by the passenger at full charge. Full documentation will be provided on request to aid any insurance claim.

## ADDITIONAL CHARGES

Charges quoted and accepted are based on information provided by the Client. Where Confirmation has been issued and payment received, the service will be strictly in accordance with the confirmation, unless otherwise agreed.

Any changes to the Confirmation that are advised to the Company, prior to the journey, will be subject to a revised quotation and Confirmation.

Where the Client requests a change in the service during the service and which is accepted by the driver, additional charges will apply. These could include (but not confined to): additional waiting time; additional pickups or drop offs; changes in pick up or drop off locations, carriage of additional passengers, etc.

The Driver reserves the right to refuse to deliver the requested changes to the service. This could be due to scheduling conflicts, driver time infringements etc. but he is not obliged to give any reason.

Payment of Additional Charges will Either be paid in cash to the Driver at the time of the incident OR Credit Card details will be taken by the Driver and charged to the card on return to base (charges will apply).

Sample Additional Charges:

Unscheduled waiting time: £10 per every 15 minutes or part thereof; Drop offs/Pickups: £5 per unit plus £1 per mile; Additional journeys: £60 per hour or part thereof; Cleaning charges for soiled bus: £100 per incident; Any damage caused to the vehicle by a passenger: At repair rate plus £50 admin fee;

## PAYMENT

ALL payments must be received in FULL in ADVANCE and may be made either by Bank Transfer to the details on the Booking Confirmation; Cheque made payable to “SussexMiniCoachHire”; Credit card (a 3%fee is levied) or cash paid to the driver. Payments may be made at any time between confirmation of the booking and the journey.

The booking remains “provisional” until full payment is received during which time the company reserves the right to accept another booking which cancels the “provisional” booking. Should this occur, the company will give the client prior opportunity to make immediate payment to secure the booking.

Where it is agreed that cash will be paid to the driver, a deposit must be paid by Credit Card and the card details will be retained to cover the booking cost in the event of late cancellation.

The company may accept, at its’ discretion, a deposit for longer advance bookings. Deposits are 30% of the total cost, with the balance made prior to the date of the booking.

## CANCELLATIONS and REFUNDS

A client may cancel any booked journey with a minimum 7 days notice and request a full refund less a 15% admin fee, or booking credit against a future journey,

No refund will be given for any bookings cancelled with less than 7 days notice, including any booking made and confirmed within this 7 day period.

If cash payment has been agreed or a deposit has been made and the booking is subsequently cancelled within 7 days of the journey, the full cost of the journey is payable.

Should a confirmed booking be cancelled by the Company at any time before the journey, a full refund will be offered to the client.

Refund and compensation will not exceed the original costs paid by the client for the booking. The Company accepts no liability for on-costs or loss arising from the cancellation.

In extremely rare cases where a booking is made and paid for and subsequently there is no vehicle availability, at any time before the journey, the transfer will be cancelled by the Company and a full-refund made within 24 hours of the cancellation occurring. The client will be notified of this cancellation and refund by email.

## SERVICE FAILURE

The Company will only accept bookings where it can reasonably deliver the journey according to published flight arrival times (eg. 45 mins. from landing to exit of baggage claim), journey times (dependent on journey) and turn-round times (eg. 15 mins. unloading and loading) and clients accept the booking on this basis.

They will endeavour, at all times, to ensure that all vehicles booked are present on time for client pick-up and that all journeys reach their destination on time.

Due to the nature of passenger transport, the Company will not accept any liability in the event of delay and resulting costs incurred by the client due to circumstances out of their control. These circumstance can include, but are not limited to, the following examples:

Road traffic accidents causing delays; Delays caused by amount of traffic, Delays at tolls or border crossings: Deaths or accidents causing injury on the roads; Vehicle breakdowns; Unforeseen problems caused by other passengers; Delays in arrivals of other transfer passengers; Industrial action; Civil unrest; Any action of a third party that damages vehicles; Severe weather conditions; Actions of the police, customs officers or any other government officer that results in delay; Force Majeure (eg: war, natural disaster, act of god etc.)

OR Disruption to schedules caused by any of the above.

## LUGGAGE

Luggage is limited to the quantity selected by the client on the booking form (plus hand luggage), but where this exceeds normal airline baggage allowance of 20kg, the client must advise SussexMiniCoachHire at the time of booking for exceptional items (eg. large bags, ski/board bags, bikes, wheelchairs etc). The Company will advise whether the additional baggage can be transported.

The property of the client is carried at their own risk and no responsibility for any loss or damage can be accepted by the Company.

## OUTSOURCING

The Company reserve the right to outsource/sub-contract bookings to other licensed transport companies to carry out a client’s journey. When journeys are so contracted, clients must be aware that there may be variations in the operating terms and conditions and must make themselves aware of these.

The clients will be advised by e-mail of any sub-contract arrangements that affect their journey and once this has been done, no further liability for the journey will fall to the Company, its parent company or it’s employees.

## DURING YOUR JOURNEY

Except by prior agreement and provided by the Company as part of the journey package, the consumption of alcohol is not permitted in any vehicle operated by the Company.

It is illegal in the UK for passengers to consume alcohol to or from football matches.

The Company reserves the right to refuse transport services to any passenger who appears to be under the influence of alcohol or drugs or who is behaving in an abusive or threatening manner towards Company staff or other

passengers. This right is delegated to all Company staff including drivers, chaperones or other representatives.

Any passenger who soils a vehicle operated by the Company or it’s partners, shall be responsible for an immediate charge of £100 to cover cleaning costs. In cases where this charge cannot be paid or payment is refused, the Company reserves the right to terminate transport services immediately, passengers will be disembarked, all future reservations with the Company will be cancelled and no refund given to the client.

The Company may ask for a refundable deposit of £100 at time of booking, if it considers that there is a risk of damage or soiling of the vehicle.

With the exception of guide dogs, by prior agreement, no animals are permitted in any vehicle operated by the Company

Clients must not leave litter or rubbish of any kind in the vehicle.

## STANDARDS

The Company uses vehicles in which all seats are fitted with seat belts. All passengers are required to wear seat belts in any vehicle(s) operated by the Company. It is the responsibility of parents or guardians of any passenger under the age of 16 to ensure that their seat belts are fastened properly and for the whole duration of any journey.

European law states that all children under the age of 12 or under 1m 35cm in height are required to use child seats or booster seats. Compliant seats (not infant seats) will be provided free of charge by the Company. It is the responsibility of the client to inform the Company at the time of booking if any children in their party will require child or booster seats. Any client who requires non-standard equipment for the safe passage of a party member is advised to supply their own equipment or contact the Company in advance to discuss arrangements.

Child Protection: Children under 16 years of age must be accompanied by an adult. They may travel with a pre-booked parent or elected guardian. The conduct and behaviour of any passenger under the age of 18 is the responsibility of accompanying adults where available.

## TRAVEL INSURANCE

The Company requires that all clients take out adequate travel insurance to not only cover them for all sports and activities they intend to take part in as part of their holiday, but also for extra costs and charges incurred from flight delays, missed flights, cancellations and re-scheduling or any other factors related to the transfer journey provided by the Company.

## LEGAL

All information, including contact details, supplied to the Company by the client during the booking process will remain confidential and will not be shared with any companies or organisations – other than for the purpose of completing a journey or transfer.

Any dispute between the Company and a client or third party that is not resolved by an agreement acceptable to both parties shall be referred to an intermediary. If this is not successful, then the matter shall be dealt with through the legal system of England and Wales.