

**COACH DIRECT  
CUSTOMER STANDARD HIRE TERMS**

**1. DEFINITIONS**

1.1 In these Terms the following words and phrases will have the following meanings unless inconsistent with the context:

"Agreement" any agreement between Coach Direct and the Customer for the purchase of the Services as set out in Clause 2.  
"Coach Direct" means Coach Direct, the details of which are given overleaf.  
"Coach Company" means any third party provider contracted by Coach Direct to provide the Services on its behalf to the Customer.  
"Customer" the person(s), firm or company whose order for the Services is accepted by Coach Direct.  
"Force Majeure" any reason preventing Coach Direct from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable contemplation and control of Coach Direct, including, but not limited to, traffic congestion; vehicle breakdown; emergency or act of terrorism; compliance with any law or regulatory requirement; accident; adverse weather conditions; strikes or other industrial disputes; defaulting of sub-contractors.  
"Order" means an order for the Services made by the Customer.  
"Services" the hire of coach and driver to the Customer by Coach Direct as set out overleaf and in any booking confirmation.  
"Terms" the standard terms and conditions of sale set out in this document together with any special terms agreed in writing between the Customer and Coach Direct.  
"Quotation" any quotation given by Coach Hire to the Customer for the provision of the Services.

1.2 The headings in these Terms are for convenience only.

**2. AGREEMENT**

2.1 The Agreement will be upon these Terms and shall exclude all other terms and any previous oral or written representations, including any terms or clauses which the Customer purports to apply under any similar document whatsoever, including any purchase, acknowledgement or confirmation of order.

2.2 The Agreement is formed when an Order is accepted by Coach Direct, or a booking confirmation is issued by Coach Direct, whichever is the earlier. Each acceptance of a Quotation will be deemed to be an Order.

2.3 Save as set out in the Agreement, these Terms may only be varied or amended in writing and signed by an authorised signatory of Coach Direct.

2.4 The Customer is deemed to act on behalf of all passengers using the Services. If the Customer is a company, group or partnership, an individual must be named as the person authorised to deal with Coach Direct on the Customer's behalf. The Customer is responsible for the actions and decisions of all the passengers using the Services.

2.5 Each Quotation is given on the basis of information provided by the Customer. The route used will be at the discretion of Coach Direct unless a specific route has been specified by the Customer in writing.

**3. SERVICES**

3.1 The Services will be as set out in the relevant booking confirmation.

3.2 All descriptions or illustrations contained in Coach Direct's publicity material (including but not limited to brochures and any website) are issued or published for the sole purpose of giving an approximate idea of the services represented by or described in them and they will not form part of the Agreement.

3.3 Coach Direct may change the provision of the Services:

3.3.1 to conform with any relevant safety or other statutory or regulatory requirements; or

3.3.2 which do not materially affect their quality or performance.

3.4 The Customer will ensure, prior to placing an Order, that the seating vehicle to be supplied meets its requirements and will not at any time load such vehicle beyond any specified seating capacity.

3.5 In providing the Services, Coach Direct reserves the right to substitute another vehicle of at least equivalent quality.

3.6 Where Coach Direct arranges ancillary facilities such as meals, ferries, admission tickets or any other services provided by another supplier (other than the Services) it does so on behalf of the Customer. Any

terms and conditions imposed by such other suppliers through Coach Direct shall, insofar as they are supplied to the Customer, be binding on the Customer as if it had directly contracted such services.

3.7 If the Customer organises items in addition to the provision of transport, Coach Direct may be required to comply with the provisions of the Package Travel, Package Holidays and Package Tour Regulations 1992 ("Regulations"). Where Coach Direct falls under the provisions of the Regulations, it will issue separate terms and conditions in respect of the Regulations, and this Agreement shall only apply in respect of the Services.

3.8 All vehicles hired by Coach Direct are subject to restrictions in respect of luggage for statutory safety reasons. The Customer acknowledges that Coach Direct shall be the sole judge as to whether and to what extent passenger's property is carried. The Customer shall take all reasonable steps to notify Coach Direct in advance of any specific requirements in respect of property.

3.9 Coach Direct shall transport property of the Customer on the understanding that Coach Direct will take reasonable steps to avoid loss or damage. Notwithstanding this, the Customer acknowledges that the transport of property is at the Customer's risk and the Customer shall insure accordingly. The Customer shall notify Coach Direct if any particular steps are to be taken to safeguard property and acknowledges that it is its responsibility to minimise risk of loss when it is left unattended.

3.10 All articles of property recovered from the vehicle will be held at the premises at which the vehicle is based in accordance relevant statutory regulations, details of which are available on request.

3.11 The Customer shall ensure:

3.11.1 a high standard of behaviour of all passengers at any time during the provision of the Services and that passengers adhere to all instructions of the driver of the vehicle;

3.11.2 that no passengers shall smoke, consume alcohol or consume food on the vehicle, unless agreed in writing by Coach Direct;

3.11.3 that no animals (other than guide dogs and any other dogs approved by Coach Direct in advance) may be carried on any vehicle without prior written agreement from Coach Direct.

3.11.4 that all passengers adhere strictly to the collection times set out in the booking confirmation;

3.11.5 that no bill, poster or notice is displayed on the vehicle without prior written consent.

3.12 The Customer shall not delay or interrupt any journey in such a way that the driver of a vehicle is at risk of breaching any statutory regulations relating to driving hours and duty time, details of which are available on request

**4. CANCELLATION**

4.1 If the Customer wishes to cancel the Agreement, the following scale of charges will apply in relation to the price, and payments shall be due and payable immediately. The deposit is non-refundable.

<b>Cancellation Notice</b>	<b>Charge</b>
29 days or more	Deposit 25%
14 – 28 days	50%
8 – 13 days	75%
1 – 7 days	100%

4.2 Where the Agreement is cancelled, Customer accommodation, meals and theatre tickets which have already been purchased by Coach Direct as agent on behalf of the Customer and cannot be refunded will be charged to the Customer plus any reasonable administration charges in respect of such purchases.

**5. PRICE AND PAYMENT**

5.1 The price for the Services will be as set out in the booking confirmation and is exclusive of:

5.1.1 any costs in addition to the cost of coach and driver (unless stated otherwise);

5.1.2 all parking charges and road tolls whether in the United Kingdom or abroad;

**COACH DIRECT  
CUSTOMER STANDARD HIRE TERMS**

- 5.1.3 the costs of additional mileage or time incurred in providing services to the Customer;
- 5.1.4 any value added tax or other applicable sales tax or duty; and such sums will be added to the sum in question.
- 5.2 Coach Direct will be entitled to vary the price for the Services:
- 5.2.1 following any changes in the Order made at the request of the Customer and agreed by Coach Direct;
- 5.2.2 to comply with the requirements referred to in Clause 3.3.1;
- 5.2.3 where a Coach Company cancels its contract with Coach Direct and Coach Direct is required to contract with an alternative Coach Company (and Coach Direct will use reasonable endeavours to keep any price increase resulting from such changes to a minimum).
- 5.3 Any deposit is non-refundable, and the Customer shall pay for the Services in full and in cleared funds prior to performance of the Services. All payments will be made in pounds sterling. Time for payment will be of the essence.
- 5.4 All payments to be made by the Customer under the Agreement shall be made in full without any set-off, restriction or condition and without any deduction or withholding for or on account of any counterclaim or deductions or withholdings of any nature, unless the Customer is required by law to make any such deduction or withholding.
- 5.5 Coach Direct may use any payment made by the Customer to Coach Direct to settle such of the invoices for the Services as Coach Direct thinks fit, despite any purported appropriation by the Customer.
- 5.6 If any sum payable under the Agreement is not paid when due, that sum will bear interest from the due date until payment is made in full, both before and after any judgement, at 4 % per annum over Barclays Bank plc base rate from time to time. Payment of such interest shall be without prejudice to Coach Direct's rights under the Agreement. Coach Direct shall in addition be entitled to suspend performance of the Services until the outstanding amount has been received by Coach Direct from the Customer.
- 5.7 The Company reserves the right to charge a discretionary fee in respect of bookings paid through credit or debit cards.
- 6. PERFORMANCE**
- 6.1 Coach Direct will use reasonable endeavours to perform the Services at the times set out in the booking confirmation.
- 6.2 If, despite the endeavours set out at clause 6.1, Coach Direct is unable for any reason to fulfil any performance at the specified times, Coach Direct will be deemed not to be in breach of this Agreement, and Coach Direct will not have any liability to the Customer for direct, indirect or consequential loss (all three of which terms include, but are not limited to, loss of profits, loss of business, depletion of goodwill, pure economic loss and like loss) howsoever caused (including as a result of negligence) by any delay or failure in performance.
- 6.3 If the Customer fails to provide any instructions, documents, licences or authorisations required to enable the Services to be performed on time (except solely on account of Coach Direct's default), the Services will be deemed to have been performed on the due date. Coach Direct may, without prejudice to its other rights, charge the Customer the price for the Services.
- 7. WARRANTY**
- 7.1 The Customer shall notify Coach Direct of any concerns it may have in respect of the Services in writing within 14 days. Coach Direct shall use its reasonable endeavours to deal with any such concerns to the satisfaction of the Customer.
- 7.2 Coach Direct will, subject to clause 7.3, refund to the Customer the cost of the Services within a reasonable period from the date of performance of the Services which are proved to the reasonable satisfaction of the parties not to comply with the Order due to defects in performance.
- 7.3 The provisions of clause 7.1 will not apply where the Customer is in breach of any of the provisions of this Agreement.
- 8. EXCLUSION OF LIABILITY**
- 8.1 Coach Direct does not exclude its liability (if any) to the Customer:**
- 8.1.1 for breach of Coach Direct's obligations arising under relevant legislation, including but not limited to the Supply of Goods and Services Act 1982;**
- 8.1.2 for personal injury or death resulting from Coach Direct's negligence;**
- 8.1.3 for fraud;**
- 8.1.4 for any matter which it would be illegal for Coach Direct to exclude or to attempt to exclude its liability.**
- 8.2 Except as provided in Clause 8.1, Coach Direct will be under no liability to the Customer whatsoever for any damage or for any direct, indirect or consequential loss (all three of which terms include, but are not limited to, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with any breach by Coach Direct of any of the express or implied terms of the Agreement.**
- 8.3 Except as set out in Clause 8.1, Coach Direct hereby excludes to the fullest extent permissible in law, all express (other than those set out in the Agreement) or implied, statutory, customary clauses, warranties and stipulations or otherwise which, but for such exclusion, would or might subsist in favour of the Customer.**
- 8.4 The Customer agrees to indemnify, keep indemnified and hold harmless Coach Direct from and against all direct, indirect or consequential loss (all three of which terms include, but are not limited to, loss of profits, loss of business, depletion of goodwill and like loss), costs, expenses, liabilities, injuries, damages, claims, demands, proceedings or legal costs and judgements which Coach Direct incurs or suffers as a consequence of direct or indirect breach or negligent performance or failure in performance by the Customer of the terms of the Agreement.**
- 9. FORCE MAJEURE**
- 9.1 Coach Direct will be deemed not to be in breach of the Agreement or otherwise liable to the Customer in any manner whatsoever for any failure or delay in performing its obligations under the Agreement due to Force Majeure, provided that it has and continues to comply with its obligations set out in Clause 9.2.
- 9.2 If Coach Direct's performance of its obligations under the Agreement is affected by Force Majeure:
- 9.2.1 it will give written notice to the Customer as soon as reasonably practicable after becoming aware of the Force Majeure specifying the nature and extent of the Force Majeure, and will at all times use all reasonable endeavours to bring the Force Majeure event to an end and, whilst the Force Majeure is continuing, mitigate its severity;
- 9.2.2 it will refund to the Customer the balance of any monies paid to it by the Customer after deduction of all non-refundable costs and expenses incurred by Coach Direct plus Coach Direct's reasonable expenses;
- 10. GENERAL**
- 10.1 If any clause or part of the Agreement is found by any court or equivalent body to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Agreement and will be ineffective without, as far as is possible, modifying any other provision or part of the Agreement and this will not affect any other provisions of the Agreement which will remain in full force and effect.
- 10.2 No action taken by the parties pursuant to this Agreement will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent, or employer and employee. Neither party has, nor may it represent that it has, authority to act or make any commitments on the other party's behalf.
- 10.3 No failure or delay by Coach Direct to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 10.4 The Agreement is personal to the Customer who may not transfer all or any of its rights or obligations under the Agreement without Coach Direct's prior written consent. Coach Direct may transfer and/or sub-contract all of its rights or obligations under the Agreement without the consent of the Customer.
- 10.5 The parties to the Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

COACH DIRECT  
CUSTOMER STANDARD HIRE TERMS

- 10.6 This Agreement shall be governed by and construed in accordance with English law and subject to the jurisdiction of the English courts.
- 10.7 The customer will not solicit or negotiate directly with Coach Direct suppliers under any circumstances. The customer agrees not to offer or pass any similar or identical contract/bookings to Coach Direct suppliers directly without the written consent from Coach Direct. The customer will reimburse Coach Direct for but not limited to, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss.