



Two Rivers Travel Ltd. Registered Address: 233 Hemdean Road, Caversham, Reading, RG4 7QX. Registered In Cardiff: No 6282433. VAT No. 928585869

Private Hire Terms and Conditions

General Introduction

We want to make sure that your daytrip, holiday or journey goes well and that hiring a coach from Two Rivers Travel (the company) is easy. The best way to make this happen is for us to understand what you want and for you to understand how we work and what is possible under the legal and safety frameworks we operate in. So we should talk and plan together. After we have agreed what your requirements are we'll issue a formal quotation to you. The quotation and all coach hire will be undertaken under these Terms and Conditions unless otherwise agreed by the company in writing.

Type of Quotation, duration, acceptance and confirmation

Usually the quotation will be in writing accompanied by a copy of these terms and conditions. If the quotation is verbal then these terms and conditions still apply. The quotation will remain valid for 21 days, after which we reserve the right to reallocate our resources to another customer, unless we hear from you and agree to extend this period. Normally, written confirmation by the company is the only basis for the acceptance of your hiring or for a subsequent alteration in its terms. The contract is subject to English law and jurisdiction.

Your contract with the company

Deposit and payment

We will ask you for 10% of the total Hire price with your order as a deposit. The balance of the Hire price must be paid no later than 21 days before the day of the Hire commencing or we shall cancel the Hire and the deposit shall be forfeited to cover our administration costs. If the date of the Hire is 21 days or less from the time of ordering payment must be made in full.

If you want to change your Hire

Things change and we want to be as flexible as we can to meet your needs. If you need to change your Hire, contact us as soon as you can to discuss it, we'll do our best to accommodate you but bear in mind that if additional mileage, time or facilities are needed this may be chargeable. If on the day on the Hire you need to change what was agreed in the Hire charge our driver will do his or her best to accommodate you. If you want to finish later in the day there may be a significant increase in cost if the coach is required for another job or we have to bring in another driver. Remember that the driver's length of day and amount of driving undertaken is very strictly controlled by law and is monitored and recorded automatically by a Tachograph.

If you want to cancel your Hire

Apart from being disappointed that you want to cancel your Hire, we also need to account for the time taken to prepare your quotation and in helping you. So if you cancel between 21 days and 7 days before the day of travel we shall keep your deposit. If you cancel less than 7 days before the day of travel or on the day itself we shall want payment in full. We shall, in addition, recover any costs we have paid out to set up your Hire, but only up to the value of the Hire.

Surcharges

Many Hires and trips are planned a long time in advance and we want to give you as competitive a price as possible. But changes in prices, particularly in fuel, may make it very difficult for us to carry out your Hire and we reserve the right to pass on extra costs. However we guarantee that the increase in charge will be no more than 5% of the total for the individual Hire and that we will give you a minimum of 21 days notice before the Hire takes place.

Your Responsibilities

When you hire a coach you take on several responsibilities and obligations:

- If you are not travelling on the day you must appoint someone to take on your responsibilities and remains with your group throughout the Hire as your representative.
- Your group must not be larger than the number agreed at the time of hiring. It is illegal to overload a coach or exceed its seating capacity and our driver will enforce this during the Hire.

Behaviour and conduct of your group

- The conduct and behaviour of the group is your responsibility. The contract is between you and the company, so any damage or breakages will be your responsibility and any subsequent costs and losses to the company will be passed to you for payment.
- Removal of litter and discarded food and drink is your responsibility. If the coach needs to be cleared of litter and food or drink after the hires has ended / or as a result of alcohol related illness an additional charge of a minimum of £100.00 will be made.
- If the behaviour or condition of any person or group of persons is such that the driver considers they are unfit for travel, or causing a danger or nuisance in any way, they will be refused travel and /or asked to leave the vehicle. The company will not be liable for any further journey costs incurred nor will the company be liable for any costs incurred as a result of refusing travel to any person as a result of their behaviour or fitness to travel. The decision of the driver will be final.
- We do not allow alcohol on our coaches. For travel to and from some sporting events and in the whole of Scotland it is illegal to have alcohol in the coach. It is your responsibility to ensure your group complies with these rules.

Timings

- Please make sure that someone is at the first pick-up point to meet the coach. We'll wait for 15 minutes and try to contact you, if we cannot and no one shows up we'll take it that you have cancelled the trip and we will keep the entire cost of the Hire. The company will not be liable for any costs you incur as a result of taking this action.
- You should allow sufficient time for each journey and ensure your party is ready to depart at the agreed time. We will be happy to advise you on times, but we will not be responsible if you fail to reach destinations within time.

Other Terms

Conditions of Carriage

- During all travel by road in the United Kingdom the Public Service Vehicle (Conduct of Drivers Inspectors Conductors and Passengers) Regulations 1990 as amended, apply. Details of the Regulations can be obtained from the company at the registered address.
- **Seat belts must be worn at all times**, failure to do so is at the passenger's risk.
- **It is illegal to smoke on a coach.**
- When you travel on an aircraft, train or vessel, the conditions of carriage of that carrier apply and are subject to national and international conditions which may limit or exclude liability.
- With the exception of guide dogs, we do not allow pets or any other animal onto our coaches except by prior written agreement.

Personal belongings

All luggage, coats and personal belongings are carried entirely at the owner's risk. Please do not leave unattended items anywhere. If we find any lost property we will hold it and deal with it under current lost property regulations.

Luggage and purchases

It is illegal to overload a coach so if members of your group are planning to buy anything in quantity, that is large or heavy, the agreement of the driver is needed before it can be carried in the coach.

Customs limits

There are limits on the purchase of alcohol and tobacco products brought back into the UK from abroad. Any detention, confiscation of goods or charges, is entirely the responsibility of the passenger concerned. To avoid incurring heavy additional hiring costs, the coach will not wait for anyone detained for questioning. If a person is detained and misses the coach, we will not bear any responsibility, nor pay any further journey costs.

Travelling Abroad

Any travelling abroad is subject to the Local Laws and Regulations. Please remember that every passenger must have a valid passport when they travel. Passengers who do not have EU citizenship are responsible for checking if they need Visas for the countries being visited. We are required to provide a passenger list before travelling abroad and will ask you for relevant details before the date of travel. Every member of your group must have the correct documentation or we cannot allow them to travel on the day. In some countries, there are restrictions on where children can sit in the coach, and on some days children may be prohibited from any travel by coach.

Access, mobility and other requirements

We are all different with different capabilities and requirements. This makes it difficult to say in general terms how suitable any venue or food menu is. If your group has any concerns about the suitability of a destination or venue for their capabilities, or dietary requirements when we are arranging for food or refreshments in the Hire price, please let us know before booking the Hire and we will do our best to help. We cannot take responsibility for any disappointment caused due to lack of investigation or failure by a passenger to disclose details that could have prevented this, such as pre-existing medical conditions, walking difficulties or specific dietary requirements.

Carriage of wheelchairs and electrically powered wheelchairs and scooters

We want everyone to enjoy coach travel with us and will do all we reasonably can to help passengers with restricted mobility. However it is illegal to overload our vehicles and we will not ask or expect our staff to lift large or unwieldy items at the risk of their health. If you want to bring wheelchairs, electric powered wheelchairs and scooters onto a coach you MUST get our agreement first. Our driver will refuse to carry any item if it is too large, too heavy or there is insufficient room for it and the company will not be liable for any cost caused by disappointment, or inability to travel by any person under this condition. So please check with us first.

Our Promise to You

General

So far we have said what is needed from you so we must tell you what we will do and our responsibilities.

What your Hire includes

Every Private Hire customer is different and so every Hire is different. We will set out in our quote and confirmation of your order what we expect to provide you for your Hire, and then provide it on the day. If it does not match with your expectations please tell us before the date of travel so we can put it right. The coach will only be available for the journeys and time stated on the Hire agreement. Unless we have agreed with you beforehand, the coach will not be available between outward and return journeys.

Journeys, Delays and Incidents

We will use the shortest and quickest route to your destination unless agreed otherwise with you in advance. Weight, height and size restrictions can result in a longer journey than if it were being undertaken by a car, or in our inability to gain access to a destination or place. We will make all reasonable efforts to complete journeys within the timescales agreed. In the event of an unforeseen delay, incident or circumstance beyond our control we will not accept responsibility for any consequence as a result. If your journey is particularly crucial we recommend you consider insuring against this risk.

If we have to change your Hire

Although we'll take great care to ensure we understand your needs and deliver them we may find later that we cannot perform the Hire. If this happens we will give you as much notice as possible and hopefully we will be able to agree a workable solution. If we cannot agree we will cancel the Hire and refund all money you have paid us. Our liability will be limited to the total value of the Hire.

If we have to cancel your Hire

Our worst nightmare is having to cancel a Hire and we would only do it as a very last resort. If this happens we will give you as much notice as possible and will refund all money you have paid us. Our liability will be limited to the total value of the Hire.

Change of vehicles

There are times when, for operational reasons, we have to provide a vehicle with a different seating layout and / or facilities than usual. We may have to change on route and even to two or more smaller vehicles. Our main purpose is to continue with your Hire with as least disruption as possible and so we cannot guarantee the facilities or seating in order to do so. This is only as a last resort.

Our Responsibility to you

Your contract is entered into with Two Rivers Travel Ltd. All other organisations or subsidiaries of the company involved at any time in the booking or management of your Hire shall be deemed to act as our agents. We accept responsibility for putting together a workable itinerary and for providing all travel by road in the itinerary. We also accept responsibility for using all reasonable care when selecting the suppliers of all other elements of the Hire you have booked and when making, on your behalf, the contracts under which those elements are supplied. We do not accept responsibility for any loss or liability arising from: failure by any omission of any supplier of those elements of the Hire other than road transport or any act or omission of any employee agents or sub-contractor or any such supplier.

If you have a complaint

We want you to have the best possible time when travelling with us so if you feel you have to complain about us we take this very seriously. If you have a complaint during your Hire then please tell our driver as soon as he or she has stopped driving, unless there is a hazard or safety issue. The driver will do his or her best to help you there and then. If it cannot be put right on the spot, you must tell us in writing within 14 days of the completion of your Hire and this must be sent to: Customer Complaints, Two Rivers Travel Ltd. 233 Hemdean Road, Reading, RG4 7QX. We will acknowledge receipt of your complaint and undertake to investigate it promptly. If this is likely to take some time we will let you know and keep you informed of progress. We aim to resolve all complaints amicably. During our busy periods, such as May to August they may take us longer to respond to.