

## ROWE COACHES - TERMS & CONDITIONS

By confirming any booking(s) made via Telephone, Fax, E-mail or Post you are accepting the following terms and conditions: If any dispute arises regarding any of these terms and conditions then English/Scottish Law will apply. Bookings & Payment Rowe Coaches will usually accept the confirmation of a booking via Telephone, however at Rowe Coaches discretion it may be required to confirm a booking via Fax, E-mail or Post. Quotes are valid for the designated journey date or on the booking date whichever is sooner. Payment for contract customers (Mainly schools) is due within 14 days after the travel date unless stated otherwise, this can be paid by cheque or via online transaction. Other customers paying by cheque are required to pay in full 7 days prior to travel unless stated otherwise. Customers paying cash will be required to pay in full (GBP£) at the very start of the journey.

**Loading/Carriage Of Wheelchairs** Please ensure you give full details of the required journey including seating capacity required and any special requirements or any intended luggage.

Overloading of passengers and/or total luggage will not be accepted, as it is against the law.

Some mobility scooters and electric wheelchairs will fit in the large rear luggage compartment (please note this will restrict the total luggage space.) Rowe Coaches welcomes wheelchair users as long as the person using them is able to safely climb the steps into the coach by themselves, or with the aid of an appointed carer. The driver will assist all passengers on and off the vehicle where it is safe and possible to do so, but no liability will be accepted for any loss or injury incurred. Please check we can cater for your groups individual needs before booking. This is because it may be unsafe for some disabled passengers to board or alight the vehicle, as it is not fitted with a wheelchair lift. There are some companies which cater specially and solely for wheelchair users and/or disabled passengers and therefore have an adapted vehicle to do so, unfortunately Rowe Coaches do not have these facilities and therefore may need to recommend you to a company that better serves your needs.

**Journey Times** Please give all pick up/drop off times as accurately as possible, because the vehicle may be required by another group immediately after your journey. In addition to this all drivers are regulated by VOSA driving hours law. Therefore should you wish to alter the times of travel during your journey, the driver might be obligated by law to refuse your request. When you make a booking you will be advised of approximately how long it will take to get to your destination and the recommended pick up/drop off time(s). These are only estimates. Rowe Coaches will accept no liability of loss due to being late in the event of any unforeseen circumstances including: adverse weather conditions, incident, accident or breakdown. (For example: No liability for loss will be accepted by Rowe Coaches if you miss a theatre production or are late for a flight or train and/or any other service or facility that was the intended purpose of the journey.)

**Cancellations** In the interest of health and safety Rowe Coaches will accept no liability for any loss, resulting from the necessary cancellation of your journey. This may occur at any point due to adverse weather conditions and/or any unforeseen circumstances whereby it is deemed unsafe for the vehicle to be used in certain areas and if necessary not to be used at all. In these instances you will receive a full refund for any prepaid amount to Rowe Coaches for any individual booking that was necessary to cancel, but no further liability will be accepted. You must confirm any cancellation(s) via Telephone at the soonest point possible. Any cancellation(s) with less than 24 hours notice may, or may not still be chargeable, in part or in full. This is at Rowe Coaches discretion, with regards to the customer making reasonable effort to give notice of cancellation, or if it is due to unforeseen circumstances (for example: school closure, again due to adverse weather conditions, or cancellation from the destination, such as a theme park closure as the result of a power cut etc.)

**Carriage Of Alcohol** When travelling to/from a sporting event no alcohol is permitted in the vehicle, sealed or open. This has particular emphasis on football matches.

The police can choose to stop coaches that are en-route to sporting events, if any alcohol is found they will escort the vehicle away from the destination thus meaning that you will not see the match or game. No refund will be given nor any liability for loss accepted. It is at the driver's discretion whether a passenger or group of passengers are fit to travel or not. Any passenger(s) may be refused travel by the driver or removed from the vehicle, with police assistance where necessary. This can be at any point during the journey if they are deemed unfit to travel, or if they are affecting the comfort and/or safety of any other passenger(s) (usually due to being intoxicated). No refund will be given nor any liability for loss accepted. Damage Vandalism A cleaning charge of £50 will be immediately required from any passenger that vomits whilst travelling on the vehicle, if it is the result of intoxication. Anyone found to have caused deliberate damage and/or vandalism to the vehicle or contents will be required to pay for such damages in full. If necessary the person who made the booking may be asked to pay for such instances. Failure to pay for any vandalism will result in police involvement and/or legal prosecution. Luggage & Lost Property Rowe Coaches will accept no liability for any lost, damaged or stolen luggage and/or belongings carried or left on the vehicle at any time. Personal insurance of luggage and valuables is strongly recommended. Rowe coaches will endeavour to return any lost property to the owner in accordance with the current Lost Property Regulations. Seatbelts & Child Seats Rowe Coaches only use vehicles fitted with seatbelts as required by law, there will be clear signs/stickers within the vehicle depicting the necessary use of them. The seatbelts must be worn at all times and the responsibilities of this is as follows: (14yrs & over) It is his/her own responsibility to ensure that they wear a seatbelt at all times, failure to do so is against the law. (14yrs & under) It is the responsibility of the parent/guardian to ensure that children wear a seatbelt at all times, the driver also has a responsibility to ensure that seatbelts are being worn, however this is difficult for the driver to enforce due to the drivers need to concentrate upon driving the vehicle safely. (Infants under 2yrs) It is legal for a parent/guardian to carry an infant on their lap. Car seats and booster seats are generally specially designed to fit cars and may not fit a coach seat, your driver will advise you if your seat is recommendable to use within the specific vehicle. Ultimately you are fully responsible and liable for the correct fitting and use of any car seat or booster seat. Rowe Coaches requests that passengers under 14yrs are not to sit next to the emergency exit or on the front row when possible, this is so they cannot tamper with the emergency exit and/or distract the driver. Smoking It is against the law to smoke within any coach and any passenger that does not comply will be removed from the vehicle and refused any further travel. Rowe Coaches reserves the rights to sub-contract without notice. The sub-contracted companies vehicle(s) will have the required seating capacity stated at the time of booking.

Applicable From 01/05/2015