

ABBOT COACH TRAVEL LIMITED

CONDITIONS OF HIRE

1. DEFINITIONS

1. In these Conditions unless the context otherwise requires, the following expressions shall have the following meanings:

“**Contract**” means any agreement between Abbots and the Clients for the purchase of the Services as set out in condition 2.

“**Abbots**” means Abbot Coach Travel Limited whose registered office is at Vantage Point, Woodwater Park, Pynes Hill, Exeter, EX2 5FD.

“**Client**” means the person(s), firm or company who accepts a written or oral quotation of Abbots for the Services or whose order for the Services is accepted by Abbots.

“**Hire Fee**” means the price to be paid to Abbots by the Client for the Services including any deposit requested by Abbots.

“**Force Majeure**” means any reason preventing Abbots 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 Abbots, 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;

“**Order**” means an order for the Services made by the Client.

“**Services**” means the hire of coach and driver to the Client by Abbots as set out in the Quotation and in any booking confirmation.

“**Conditions**” means Abbots standard conditions of hire set out in this document together with any special terms agreed in writing between the Client and Abbots.

“**Quotation**” means any quotation given by Abbots to the Client for the provision of the Services which shall be valid for 30 days from the date of issue.

2. FORMATION OF CONTRACT

- 2.1 **The Contract will be based on these Conditions. Abbots will provide and the Client shall purchase the Services in accordance with these Conditions. The Client acknowledges that it is aware of the content of these Conditions and agrees that these Conditions shall prevail over all (if any) terms or conditions contained or referred to in the Client’s Order or in any correspondence or implied by trade, custom, practice or in the course of dealings.**
- 2.2 No Contract shall come into existence until the earliest of Abbots Quotation being accepted by the Client when Abbots will issue a booking confirmation or the Client’s Order being accepted by Abbots.
- 2.3 No variations or amendments to the Contract shall be binding on Abbots unless confirmed by Abbots in writing.

- 2.4 The Client shall be responsible to Abbots for ensuring the accuracy of the terms of any Order submitted by the Client, and for giving Abbots any necessary information relating to the Services within a sufficient time to enable Abbots to perform the Contract.
- 2.5 The route used in the provision of the Services will be entirely at Abbots sole discretion.
- 2.6 The Client is deemed to act on behalf of all passengers using the Services under the Contract. If the Client is a limited company, an individual must be named as the person authorised to deal with Abbots on the Client's behalf. The Client is responsible for the actions and decisions of all of the passengers using the Services under the Contract.
- 2.7 Abbots reserves the right to cancel any Contract if, in its absolute discretion, it believes that the information provided to Abbots by the Client is untrue and/or that the Order has been made by fraudulent means.

3. SERVICES

- 3.1 The Services will be as set out in the Quotation and Abbots booking confirmation.
- 3.2 Abbots reserve the right to change the Services:
 - 3.2.1 if it is necessary to conform to any relevant safety or other statutory or regulatory requirement, or
 - 3.2.2 the quality or performance of the Services are not materially affected.
- 3.3 The Client is responsible for ensuring that the seating of the vehicle to be supplied by Abbots meets the Client's requirements and will not at any time load such vehicle beyond its specified seating capacity.
- 3.4 Where Abbots is responsible for arranging ferry crossings or other services it does so on behalf of the Client. Any terms imposed by the relevant supplier will be binding on the Client as if the Client had contracted directly with the ferry operator or other service supplier.
- 3.5 The Client acknowledges that Abbots are subject to restrictions in respect of luggage for safety reasons. The Client agrees that Abbots shall decide where and to what extent passengers property is carried in its vehicles at its absolute discretion and reserves the right to refuse to carry any property which it reasonably believes is unsafe.
- 3.6 The Client agrees that the transport of property is at the Client's risk and whilst Abbots shall take reasonable steps to avoid loss or damage, it is the Client's responsibility to ensure accordingly. **The Client's attention is drawn to the fact that it is the Client's responsibility to minimise risk of loss (for example due to theft) when a vehicle is left unattended.**
- 3.7 Any property left on the vehicle on completion of the Services will be held by Abbots for a period of 7 days only, after which the property will be disposed of without any

liability to Abbots. During this 7 day period, the property may be collected from Abbots premises during normal office hours. If the property is to be posted to a passenger then the passenger is required to pay the cost of postage in advance which shall be subject to a minimum fee of £5.00.

3.8 The Client shall ensure:

3.8.1 That all passengers adhere to the instructions of the driver of the vehicle at all times.

3.8.2 That no passengers smoke, consume alcohol or drugs (unless medically prescribed) in the vehicle.

3.8.3 That any alcohol carried by a passenger shall be disclosed to the driver so that the driver may carry the alcohol in the luggage locker to prevent passengers having access to the alcohol until the vehicle arrives at its destination.

3.8.4 That all passengers strictly adhere to the stated collection times stipulated in the Quotation or booking confirmation and will not act in any way so as to delay Abbots providing the Services. The Client acknowledges that any such delay may result in an increase in the Hire Fee.

3.8.5 That all passengers wear seat belts at all times whilst the vehicle is in motion.

3.9 Any breach of the provisions of condition 3.8 may result in the driver terminating the Contract immediately and contacting the relevant authorities to report the matter. In the event of the driver terminating the journey in such circumstances, no part of the Hire Fee will be returned and the Client will be responsible for any additional costs incurred by Abbots resulting out of such termination.

3.10 In the event of any damage caused to a vehicle by any passenger, the Client will disclose the name of the relevant passenger to Abbots who will pass such details to the relevant authority if necessary. The Client will be responsible to Abbots on a full indemnity basis for the cost of any repairs to the vehicle arising out of such damage together with the cost of hiring in any replacement vehicle whilst Abbots own vehicle is off the road undergoing such repairs.

3.11 Where passengers are under the age of 16, the Client will ensure that it has sufficient adults to supervise the children on board the vehicle and that such adults sit in the seats allocated by the driver to ensure adequate supervision of such passengers.

4. PAYMENT OF THE HIRE FEE

4.1 The Client is required to pay the Hire Fee for the Services in full and in cleared funds at least 7 days in advance of the date when the Services are to be commenced unless other payment terms have been agreed by Abbots in writing. All payments are to be made in pounds sterling. **Time for payment will be of the essence.**

4.2 All payments made by the Client under the Contract shall be made in full without any set-off or deduction.

- 4.3 If any sum payable under the Contract is not paid on the due date, then Abbots reserve the right to charge interest at 4% per annum over the NatWest Bank Plc base rate from time to time. This is in addition to Abbots right to suspend performance of the Services until the outstanding amount has been received by Abbots from the Client.
- 4.4 The Hire Fee for the Services will be as set out in the Quotation but excludes the following which will be payable by the Client in addition to the Hire Fee:
- 4.4.1 any costs in addition to the cost of coach and driver (unless stated in the Quotation);
- 4.4.2 all parking charges and road tolls;
- 4.4.3 the costs of additional mileage or time incurred in providing the Services to the Customer
- 4.5 Abbots may appropriate any payment made by the Client to such of the Contract or services supplied under any other contract between Abbots and the Client as Abbots may think fit.
- 4.6 Any deposit paid by the Client will be refunded following completion of the Services less any amount retained by Abbots to pay for the cost of cleaning the vehicle and/or repairing any damage caused to the vehicle by the Client.
- 4.7 Abbot reserves the right to charge a fee in respect of bookings paid through credit or debit cards if Abbot incurs any charges as a result.
- 4.8 Abbots will be entitled to increase the Hire Fee for the Services:
- 4.8.1 following any agreed changes in the Order;
- 4.8.2 following any unforeseen increase in the cost of fuel.
- 4.9 If the Client wishes to cancel the Contract, it should notify Abbots in writing. The following charges will apply and will be due immediately. Any deposit paid will be non-refundable:

Cancellation Notice in writing	Charge
28 days or more	25% of the Hire Fee
14 – 28 days	50% of the Hire Fee
8 – 13 days	75% of the Hire Fee
1 – 7 days	100% of the Hire Fee

Where the Contract is cancelled, any associated bookings or tickets which have already been made by Abbots on behalf of the Client and which cannot be refunded will be charged to the Client in full plus a reasonable administration charge.

5. PERFORMANCE

- 5.1 Abbots will use its reasonable endeavours to perform the Services at the times set out in the Quotation or booking confirmation.
- 5.2 If Abbots are unable for any reason to fulfil any performance at the specified times, Abbots will not be deemed to be in breach of the Contract and Abbots will have no liability to the Client for direct, indirect or consequential loss howsoever caused by any delay or failure in performance by Abbots. This means that Abbots will not be liable if any of the passengers are unable to carry out any pre-booked visits or ongoing travel arrangements.
- 5.3 The Client is required to ensure that:
- 5.3.1 no interruptions are made in the journey which in any way may endanger the driver or passengers;
 - 5.3.2 pick up times must be strictly adhered to. Failure to comply with this may incur an additional cost.
 - 5.3.3 Abbots driver is never at risk of breaching any statutory regulations relating to driving hours and duty time;
 - 5.3.4 The Client is required to indemnify Abbots in full in respect of any loss which it may suffer as a result of the Client not complying with its obligations under condition 5.3.
- 5.4 In the event of passengers returning late to a vehicle (outside the times on the Quotation or booking confirmation) the driver is within his rights to leave his passengers behind. It is the responsibility of the Client to ensure all passengers are ready for a prompt departure at the times stated.

6. WARRANTY

- 6.1 The Client shall notify Abbots in writing of any concerns it may have in respect of the Services within 7 days. Abbots will use its reasonable endeavours to investigate any such concerns. Any concerns raised outside of this 7 day period will result in such concerns being rejected by Abbots.
- 6.2 **If Abbots find that it did not fully comply with the Contract as a result of any fault by Abbots then it reserves the right to refund to the Client the Hire Fee and in which case Abbots shall have no further liability to the Client.**
- 6.3 The provisions of this clause 6 will not apply where the Client is itself in breach of any provisions of the Contract or where Abbots have been unable to perform the Services due to the fault of the Client or any of the passengers.

7. EXCLUSION OF LIABILITY

- 7.1 Abbots does not exclude its liability to a Client:
- 7.1.1 for personal injury or death arising from Abbots negligence in carrying out the Services;
 - 7.1.2 for any matter which it would be illegal for Abbots to exclude or attempt to exclude liability.
- 7.2 **Except as provided in clause 7.1, Abbots will be under no liability to the Client whatsoever for any damage or for any direct, indirect or consequential loss (all three of which terms include, but are not limited to, inability to carry out ongoing travel arrangements or to attend pre-booked events, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss) howsoever caused arising out of or in connection with any breach by Abbots of any of the express or implied terms of the Contract.**
- 7.3 Except as set out in clause 7.1, Abbots hereby excludes to the fullest extent permissible in law all express or implied, statutory, customary clauses, warranties and stipulations or otherwise which, but for such exclusion, would or might subsist in favour of the Client.
- 7.4 The Client agrees to indemnify, keep indemnified and hold harmless Abbots 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 judgments which Abbots incurs or suffers as a consequence of direct or indirect breach or negligent performance or failure in performance by the Client of the terms of the Contract.

8. FORCE MAJEURE

- 8.1 Abbots will be deemed not to be in breach of the Contract or otherwise liable to the Client in any manner whatsoever for any failure or delay in performing its obligations under the Contract due to Force Majeure, provided that it has and continues to comply with its obligations set out in Clause 8.2
- 8.2 If Abbots performance of its obligations under the Contract is affected by Force Majeure:
- 8.2.1 It will give written notice to the Client 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;
 - 8.2.2 It will refund to the Client the balance of any monies paid to it by the Client after deduction of all non-refundable costs and expenses incurred by Abbots plus Abbots' reasonable expenses;

9. GENERAL

- 9.1 If any clause or part of the Contract 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 Contract and will be ineffective without, as far as is possible, modifying any other provision or part of the Contract and this will not affect any other provisions of the Contract which will remain in full force and effect.
- 9.2 No action taken by the parties pursuant to this Contract 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.
- 9.3 No failure or delay by Abbots 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.
- 9.4 The Contract is personal to the Client who may not transfer all or any of its rights or obligations under the Contract without Abbots prior written consent. Abbots may transfer and/or sub-contract all of its rights or obligations under the Contract without the consent of the Client.
- 9.5 The parties to the Contract 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.
- 9.6 The Contract shall be governed by and construed in accordance with English law and subject to the jurisdiction of the English courts.