## **Terms and Conditions of contract**



- 1) These Conditions of Carriage apply to all journeys booked with Ambassador-Line Southern Ltd (the company).
  - Your booking (contract) is made under the terms and conditions of this agreement and is subject to English Law and The Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990. This document lists the conditions under which we, the company, will carry passengers whilst delivering the service and also the conditions as they apply to you (the hirer), and any person (passenger) who travels with us.
  - The term 'vehicle' refers to any minibus or coach provided by the company or its subcontractors.
- 2) The person booking (the hirer) with Ambassador-Line Southern Ltd agrees on behalf of all passengers associated with their booking to adhere to the terms within this document.
- 3) There are specific conditions relating to airport/dock transfers which will apply in addition to these terms.
- 4) The quotations and services we provide are based on information supplied by the hirer. If insufficient or inaccurate information is provided for the quotation, any subsequent changes may alter the price of hire.
- 5) Details of your booking are stated in your confirmation and booking email. It is the responsibility of the hirer to check the details are correct and supply all information requested at least 48 hours prior to travel. Any issues resulting from a discrepancy in details will be deemed to be the responsibility of the hirer and the company accepts no liability for any losses resulting from any errors. Additional charges may apply for any resulting amendments to your booking or losses to the company.
- 6) Your written booking confirmation/itinerary will state: The pick-up date, time, pick-up address(es), destination(s), return date, time, vehicle size, passenger and luggage capacity and the total cost of travel. Any itinerary issued must be thoroughly checked and confirmed by the hirer. If the hirer does not highlight any errors prior to the booking date the itinerary will be taken to be correct.
- 7) The booking confirmation will also inform you as to when the deposit/balance should be paid and the payment methods available to you.
  If the deposit/balance is not paid by the due date, we reserve the right to cancel your booking without prior notice.
- 8) The hirer must confirm the number of passengers travelling and also of any luggage (beyond a regular handbag or small rucksack/laptop size bag each) e.g. suitcases, picnic boxes, wheelchairs, mobility walkers, pushchairs, sports kit, musical instruments, golf clubs/trolleys. Standard minibuses have no luggage space. This will ensure that the vehicle provided has sufficient space to load this safely and will remain within its maximum weight limit. Any undeclared luggage that the driver deems to not be able to safely stow or which exceeds loading limits will not be accepted on to the vehicle.
- 9) Passengers must not obstruct or allow any luggage to obstruct any aisle or emergency exit on the vehicle and must follow the instruction of the driver when loading and unloading any luggage.

- 10) Animals can only be carried with prior arrangement and if properly secured to the satisfaction of the driver.
- 11) If there are any specific requirements e.g. to arrive by a certain time, to use a particular route or make additional stops it is the responsibility of the hirer to ensure that these are disclosed at the time of booking so they can be accommodated, where possible. Drivers are subject to regulations on their driving and working time and their shifts allow for this. Therefore, any additional hours/miles must be pre-booked to ensure we meet these regulations.
- 12) Alterations can be made to the booking by informing us in writing.

  The company does not charge an administration fee for this service however should any change include additional time/mileage then the price may increase.
- 13) Any requests for additional services on the day of travel must be made by telephoning the office. The driver will not be able to deviate from the itinerary specified (which will mirror your confirmation) on their work ticket without prior authorisation from the Duty Manager.
- 14) A free waiting period of 15 minutes is allowed starting from the pre-arranged pick-up/departure time. After this free period, charges for extra time must be paid to the driver prior to departure. If you wish the vehicle to arrive particularly early or departure may be delayed you must state this at time of booking.

Charges shall apply as follows for any unbooked:

## Additional waiting time

Size of vehicle	07.00 hrs-22.59 hrs	23.00 hrs-06.59 hrs
Minibuses with up to 16 seats	£45 per hour or part thereof	£65 per hour or part thereof
16 seater Executive mini coach	£60 per hour or part thereof	£85 per hour or part thereof
Coach (17 seats +)	£80 per hour or part thereof	£120 per hour or part thereof

## Additional miles

Size of vehicle	Cost per mile
Minibuses with up to 16 seats	£2.40
16 seater Executive mini coach	£2.80
Coach (17 seats +)	£3.20

15) If you need to cancel your booking the following charges will be incurred:

Notice received prior to	Minibuses with up to 16 seats	16 seater Executive mini coach
travel date		and Coaches (17 seats +)
14 days or less	25% of booking/your deposit	50% of booking
Fewer than 7 days	50% of booking	100% of booking
Under 48 hours	100% of booking	100% of booking

16) The company reserves the right to subcontract all or any part of your booking to another approved operator. In this case whilst your contract remains with the company, all liabilities (e.g. insurance) will pass to the sub-contractor.

- 17) The company will not accept responsibility for any delays to your itinerary due to road traffic conditions, weather, road closures or any other obstacles which may cause a delay that is beyond our control. The company will not accept any liability for losses incurred for onward travel or event tickets.
- 18) It is the responsibility of the hirer to ensure that all passengers are at the pickup location on time and that the vehicle departs promptly; any delays from this point are deemed to be the responsibility of the hirer.
- 19) It is our obligation to provide vehicles that are suitable for the purpose for which they are hired. The company maintains its vehicles to the highest standard, but in the event of a breakdown, we will endeavour to continue travel as quickly and efficiently as possible. We guarantee to send a replacement vehicle or to provide alternative transport of an equal standard. We reserve the right to extend your journey by up to two hours to achieve this without additional cost to ourselves.
- 20) In the event of a breakdown, our priority will be ensuring the safety of staff and passengers. Passengers must follow the instructions of the driver, including but not limited to, disembarking the vehicle if requested.
- 21) Unless specifically agreed in advance we cannot guarantee to use a particular route.
- 22) Drivers will not take a vehicle on a route or onto property which may cause damage to the vehicle or to which they cannot safely enter/exit. If any location stated on your booking has limited access or overhanging trees or features which the driver deems cause for concern they will stop at the nearest possible safe place.
- 23) Seat belts are fitted to all vehicles and it is compulsory that they are worn by passengers at all times in accordance with the road traffic regulations. All passengers must be seated at all times when the vehicle is in motion with only one person to each seat. Passengers should note that in the event of an accident and resulting injury caused or exacerbated by noncompliance with this, any entitlement to compensation can be affected.
- 24) Babies and children are strictly not permitted to sit on an adult's lap, regardless of journey length. We can provide backless booster car seats for older children (22kg+) on request, at no extra cost. For babies and younger children, you must supply your own car seat. Please let us know if this is the case so we can ensure it is compatible with the vehicle supplied. We can store your car seats in between journeys if required, please ensure they are clearly labelled.
- 25) Passengers are not permitted to operate any equipment which forms part of the vehicle (e.g. radio) without the permission of the driver.
- 26) Food and drink must not be consumed on board any of our vehicles, without prior permission at time of booking. Hot food and staining liquids are not allowed. All rubbish must be taken away by the passengers at the end of the journey.
- 27) Alcohol, glass bottles and glasses are not allowed on our vehicles without prior permission at time of booking. If these items are brought on board without consent, we reserve the right to terminate your hire immediately and will not accept responsibility for any costs incurred for your onward journey.

- 28) Permission to consume alcohol will be immediately revoked if the driver feels that any passenger's behaviour causes a concern for safety or wellbeing.
- 29) Smoking (including electronic cigarettes/vapes) is not allowed on our vehicles at any time.
- 30) The company has a zero-tolerance policy on drugs (other than medicines) or 'legal highs' and these are strictly not allowed on our vehicles at any time. If these items are brought on board, we reserve the right to terminate your hire immediately and will not accept responsibility for any costs incurred for your onward journey.
- 31) The hirer agrees on behalf of all passengers to accept responsibility for any damage caused to the vehicle and its equipment during the hire, for example food or drink spills, chewing gum stuck to the bus or passenger sickness. This includes the valeting of the vehicle or item should they be made unnecessarily dirty.
- 32) A charge of £150.00 for the valeting of the vehicle will be made in the event of sickness which causes any of the internal or external fabric of the vehicle to be made dirty. If the vehicle is not available for use on the following booked hire, additional charges for loss of earnings will apply at the rate of £150.00 per day.
- 33) All passengers must behave in a reasonable, sensible and lawful manner at all times and comply with any request or instruction from the driver or company representative. Passengers must ensure that their conduct does not affect the attention, view or hearing of driver safely operating the vehicle. We reserve the right to terminate your hire immediately if at any time during your journey if the conduct of any passenger is, or is perceived to be, abusive or threatening to any person or otherwise in a disorderly way which causes discomfort, inconvenience, possible danger, damage or injury to any other person, property or the vehicle. In such cases no refund will be made and additional charges may be made for valeting the vehicle or replacing equipment.
- 34) Personal property taken on board our vehicles is entirely at the owner's risk.

  The company will not accept responsibility or liability for items that are lost or stolen.

  When something is lost or left on one of our vehicles, we will do everything we reasonably can to locate and return property to its owner. We shall be entitled to open and examine any left or lost luggage or other items of property to ascertain who it belongs to and/or for health and safety and/or security reasons. If there are any items which we consider are unlawful, dangerous or perishable, we shall be entitled to hand them over to the relevant authorities or dispose of such items at any time.

  Lost property shall be kept for three months from the date of discovery. If you require us to post an item, you must send us a stamped addressed package or arrange a courier for this purpose.