

ADVENTURE TRAVEL TERMS AND CONDITIONS OF PRIVATE HIRE

Please read the following carefully – they set out the terms and conditions under which you hire a bus and/or coach from us, and contain important information about your rights and obligations.

1. About Us and these Terms and Conditions

1.1 "we"/"us" are New Adventure Travel Group Ltd, trading as Adventure Travel / Adventure Coachlines, a company registered in England with registered number 06507924 with registered office at Coaster Place, Cardiff, South Wales, CF10 4XZ. If you would like to contact us, you can reach us at this address, or by e-mailing us at sales@adventuretravel.cymru . Alternatively, you may call us on 02902 442040.

1.2 In these Terms and Conditions:

1.2.1 "you" and "the hirer" means the person who accepts the Quotation (whether on your own behalf or as an authorised representative of a company, institution, partnership, school, or group (of any kind)). This means that, whether or not you actually travel on the vehicle:

1.2.1.1 you must comply with these terms and conditions, and you are also responsible for compliance by the passengers travelling on the vehicles, and their actions and decisions;

1.2.1.2 we will only accept instructions from the you; and

1.2.1.3 if you (the hirer) are not going to travel with the party, you must name a representative who will be on the vehicle, and inform us in writing prior to the hire taking place.

1.2.2 "vehicle(s)" means the bus(es) and/or coach(es) that you are hiring from us.

1.2.3 "quotation(s)" means the quotation(s) that we have provided to you, which sets out the price and other details of the hire and which includes (or incorporates by reference) these terms and conditions.

2. Quotations and our Contract with You

2.1 When you enquire about the hire of a vehicle from us, we will provide you with a quotation which will include these terms and conditions or an internet link to them (the link can be found here as well: <https://www.adventurecoachlines.cymru/media/2525/adventure-travel-ph-tc.pdf> . A contract is formed between you and us which includes these terms and conditions when you agree (verbally or in writing) to the quotation.

2.2 All quotations:

2.2.1 are based on information provided by the hirer;

2.2.2 are given on the basis of the most direct route, but the actual route taken during the hire may vary unless it has been particularly specified by us in which case it will be notified to you;

2.2.3 are given subject to us having available a suitable vehicle at the time the hirer accepts the quotation;

2.2.4 are valid for 28 days from the date of the quotation unless otherwise agreed by us.

2.2.5 are given for the vehicle and driver only – we shall be entitled to charge in addition for any extra costs and charges that are not known at the time of the quotation (including any parking charges, and additional mileage and fuel levy surcharges – see Conditions 3 and 17 below) – these will be separately identified and invoiced (and invoices for parking may be issued for these at any time after the hire), and will be your responsibility and payable in accordance with Condition 7; and

2.2.6 that contain advice on journey times and routing are given in good faith, but do not guarantee that the completion of any vehicle hire journey at a specific time.

3. Route and Time Variation

We reserve the right to levy additional charges for additional mileage or time than that agreed. The charges will be pro rata based on the method of calculation in the quotation. The vehicle will depart at times agreed by us, and it is the responsibility of the hirer to account for all passengers at those times. We will not accept liability for any losses incurred by passengers who fail to follow instructions given by us.

4. Drivers Hours

The hours of operation for the driver are regulated by law, and the hirer accepts the responsibility of ensuring the hire keeps to the hours and times agreed by the hirer. Neither the hirer nor any passenger shall delay or otherwise interrupt the journey in such a way that the driver is at risk of breaching regulations relating to driving hours and duty time. If any breach is likely to occur, the hirer will be responsible for any additional costs incurred unless it is outside the control of the hirer.

5. Seating Capacity

We will, at the time of booking, agree and specify the legal seating capacity of the vehicle to be supplied. The hirer must not load the vehicle beyond this capacity.

6. Conveyance of Animals

No animals (other than guide dogs and hearing dogs notified to us in advance) may come on any vehicle without prior written agreement from us.

7. Payment

Any deposit requested must be paid by the date stated, and payment in full must be made before the start of the hire unless otherwise agreed by us. All invoices for any additional charges are payable within 7 days of the date of the invoice. We reserve the right to add interest at the rate of 2% per month, compounded monthly for each month or part month of delayed payment.

8. Cancellation by Hirer

8.1 If the hirer wishes to cancel the hire, then the charges in 8.1.1-8.1.3 below will be payable:

8.1.1 Cancellation fees: the following scale of cancellation fees charges will apply:

Days from date of receipt by us of written notice of cancellation prior to booked day of departure:

28 days or more	0%	
14-27 days		25% of hire
7 -13 days		40% of hire
3- 6 days		50% of hire
1-2 days		75% of hire
Day of departure		85% of hire
Arrival of vehicle at departure point		100% of hire

8.1.2 The cost of parking, accommodation, meals and theatre tickets which have already been purchased by us at the request of the hirer, will also be charged to the hirer, plus any administration charges incurred by us. Theatre tickets once purchased are not returnable and must be paid for in full (or other such ancillary service).

9. Cancellation by Us

In the event of any emergency, riot, civil commotion, strike, lock out, stoppage or restraint of labour, force majeure, pandemic or any other event over which we have no control (including adverse weather and road conditions) or in the event of the hirer taking any action to vary agreed conditions unilaterally, or if there is a material change in the financial status of the hirer, or for any other reasonable cause (including a reasonable belief that there may be a risk to the safety of the driver or passengers), we may, by returning all money paid and without liability, cancel the contract at any time.

10. Vehicle to be Provided

10.1 We reserve the right to provide a larger vehicle than that specified at no additional charge unless any extra seats are used in which case an additional pro rata charge will be made to the hire charge.

10.2 We reserve the right to substitute another vehicle (including those of other operators) or ancillary facilities for all or part of the hiring subject to such substitutes being of a least equivalent capacity.

10.3 We reserve the right to provide multiple vehicles to meet the seating capacity requirements of the hirer, including substituting two single deck vehicles for a double deck vehicle.

11. Breakdown, Delays and Force Majeure

We give advice on journey time in good faith. However, as a result of vehicle breakdown, traffic congestion, road closures, weather, third party services and/or other events beyond our reasonable control, journeys may be cancelled or take longer than predicted and in those circumstances we are not be liable for any loss or inconvenience suffered by the hirer as a result. You are advised to take out insurance to cover such events.

12. Agency Arrangements

Where we hire-in vehicles from other operators at the request of the hirer and where we arrange ancillary facilities such as meals, accommodation, admission tickets or any other services provided by another supplier, we do so as agent for and on behalf of the hirer. Any terms and conditions imposed by such other suppliers through us shall, insofar as they are supplied to the hirer, be binding on the hirer as if he/she had directly contracted such services and the hirer shall indemnify us against any loss, claim, damage or award in respect of a breach of such suppliers' terms and conditions brought about by the hirer's action.

13. Passenger Luggage and Property

13.1 All vehicles hired are subject to restrictions on carrying luggage for statutory safety reasons. The hirer accepts that the driver shall be the sole judge as to whether and to what extent passengers' property can be carried. Large, bulky items may not be able to be carried, and the hirer should take all steps to notify us in advance of such requirements.

13.2 Under health and safety guidelines, the driver can refuse to lift or handle any piece of luggage that appears to exceed 20kg in weight. The driver is the sole arbiter as to the carriage and handling of passenger's luggage.

13.3 All luggage and personal effects are carried in our vehicles at the owner's risk. We will not be responsible or liable for any theft or damage to property of passengers travelling on the vehicle.

14. Conduct of Passengers

14.1 The driver is responsible for the safety of the vehicle at all times, and as such may remove any passenger whose behaviour prejudices safety or is in breach of the Public Service Vehicle (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990. These regulations set out certain rights and responsibilities on all parties, and full details of these can be obtained from us on request.

14.2 The hirer is responsible for any damage caused to the vehicle by any passenger for the duration of the hire (including, without limitation, any replacements to upholstery and any other fixtures and fittings) and for the cost of cleaning the vehicle after hire if, at the end of the hire, the vehicle is not left in a reasonable condition.

14.3 Alcohol may be consumed on the vehicle in moderation at the driver's discretion. Where the hire is to a sporting event (which includes football matches), you will fully cooperate with us and provide all necessary information promptly to enable us to comply with the legal and regulatory restrictions that will apply, including the Sporting Events (Control of Alcohol) Act 1995 (as amended by the Public Order Act 1986), the conditions of entry to race courses as laid down by the Race Course Association Ltd, and guidance of the Senior Traffic Commissioner (<https://www.gov.uk/government/news/voluntary-guidelines-for-coach-operators-amended>), all as may be varied from time to time. We will provide details of these restrictions on request. The carriage and/or use of non-prescribed drugs is strictly forbidden whilst travelling on our vehicles.

14.4 In addition to the obligations referred to in Clause 14.3 above, you acknowledge that we must comply with the following police guidelines for operators when conveying passengers to sporting events/football matches, and you agree that you will fully cooperate with us and provide all necessary information promptly to enable us to comply with them:

a. To provide notification to the police liaison officer at the destination, at least 48 hours before the event, of the number of supporters expected to travel, the number of coaches booked, the name and the contact number for the hirer.

b. No stopping within 10 miles of the venue either en route to or on departure from the event unless prior agreement is obtained from the local police liaison officer.

c. Unless directed by a police officer, coaches may stop at premises where intoxicating liquor is sold only if it is sold ancillary to a substantial meal. Prior agreement for meal stops where alcohol is available should be sought from the operator's local police liaison officer.

d. Coaches are to arrive at the venue no earlier than two hours before and not later than one hour before the scheduled start of the game, unless otherwise directed by police.

e. Vehicles must leave the venue within 30 minutes of the finish of the event, unless directed otherwise by a police officer or ground safety officer.

g. Intoxicating liquor, flares and similar pyrotechnics, must not be carried on vehicles travelling to or from designated grounds.]

15. Complaints

15.1 In the event of a complaint about our services, the hirer should endeavour to seek a solution at the time by seeking assistance from the driver. If this has not provided a remedy, complaints should be submitted in writing and within 14 days of the termination date of the hire.

15.2 Any complaint received about the hire of a bus or coach will be initially acknowledged by the end of the next working day, with a full response provided within 10 working days.

16. Signage and Notices

No bill, poster, signage or notice is to be displayed on any vehicle without our prior written consent.

17. Surcharges

Providing there are 30 days prior to the departure date, we reserve the right to pass on increases in the cost of fuel, taxes and road tolls. No surcharges will be levied within 30 days of departure. On notification of such surcharges, the hirer may cancel the booking subject to the scale of cancellation charges shown in Condition 8 .

18. Lost Property

Luggage is carried at the owner's risk and we shall not be responsible for any property or equipment left on the vehicle. Any item of lost property will be held for a period of 1 month following the date of the tour in accordance with the minimum regulation laid down by the Road Traffic Act 1960 & the Public Services Vehicles (Lost Property) Regulations 1995.

Postage and packaging will be charged extra.

19. Serving Disabled Customers

19.1 Getting on and off the vehicle

If you or any of your party will need assistance getting on or off a vehicle, please contact us. Our drivers and couriers are not permitted to lift or carry passengers on and off vehicles, or take any other action that may put their own health, safety and welfare at risk. Our drivers are happy to assist with the loading and unloading of luggage from the vehicle, but will need assistance with items over 20kgs.

19.2 Manual wheelchairs

Subject to our vehicles' loading capacity, we can sometimes transport lightweight, manual wheelchairs, provided they are able to be stowed in the luggage hold of the vehicle. We regret that we are unable to accept manual wheelchairs that are more than 20kgs. Please let us know at the time of booking if you wish to travel with a wheelchair.

19.3 Mobility scooters and powered wheelchairs

When we have room we are also able to transport small mobility scooters and powered wheelchairs subject to the following:

19.4 We must be notified of your requirements at least one week prior to departure. If the disabled passenger needs to travel in their wheelchair in the main cabin of the vehicle, we may have vehicles that can accommodate this, providing the wheelchair fits within the dimensions below. If the wheelchair exceeds the dimensions or we are unable to restrain the chair safely, the passenger will be unable to travel in this way. If the disabled passenger needs to travel in their wheelchair in the main cabin of the vehicle, the wheelchair, occupant and an assistant must not exceed a combined weight of 300kgs, as this is the safe working load for the wheelchair lift.

19.5 The disabled passenger is required to wear the seat belt supplied and any seat restraint mechanism must be securely and correctly fitted.

19.6 If the scooter or powered wheelchair will be stowed in the luggage hold it must break down into separate parts each weighing no more than 20kgs. The disabled customer must also be accompanied at the point of departure and arrival by a companion who is able to dismantle and reassemble the powered wheelchair or scooter to enable stowage in the vehicle. Our drivers and couriers are not permitted to dismantle or reassemble mobility scooters or powered wheelchairs that have been approved for travel. The powered wheelchair or scooter must be operated by dry cell batteries only.

That we have sufficient additional room in the hold to carry the item.

19.7 The more information we have about your requirements, the better prepared we will be to meet your needs when you travel with us. If you would like to discuss any of the above, please do not hesitate to contact us.

19.8 Assistance dogs

Fully trained and approved assistance dogs may be accepted under certain circumstances, but is subject to the following:

19.8.1 The owner is responsible for all aspects of adequate travel and accommodation and will be subject to an additional fouling charge.

19.8.2 If the assistance dog is unable to lie at the passenger's feet an additional charge will apply.

19.8.3 Aisles are not to be blocked for safety reasons.

19.8.4 No other animals are to be carried.

19.9 Other limitations

Our drivers and couriers are not permitted to assist passengers with eating or personal hygiene, provide medical services such as giving injections, nor provide personal care services during the journey. If a medical condition requires others to provide this type of care, the passenger should travel with a companion who can assist them during the journey.

20. Passenger Safety Advice

When aboard a vehicle, your journey should always be relaxing, comfortable and enjoyable. At the same time, we wish to maintain the safety of all our passengers while travelling with us. Travelling by vehicle and bus is one of the safest transport methods, but you should always take extra care when the vehicle is in motion to ensure your safety and the safety of those you are travelling with. Here are some handy tips to keep you safe when aboard a vehicle:

- Wear your seatbelt at all times while the vehicle is in motion.
- If possible, try to avoid moving around the cabin of the vehicle whilst the vehicle is in motion.
- If it is unavoidable and you do need to move about the cabin always maintain three points of contact to improve your stability.
- Be aware that the vehicle may need to change direction, or stop suddenly due to changes in traffic conditions.
- Make sure that your luggage is safely stowed away, and not left in the walkway to avoid trip hazards.
- Try to time your movements for when the vehicle is on an open road, such as a dual-carriage way or motorway. This will be when the cabin is at its most stable, and the driver will be less likely to need to make rapid changes in direction.
- Listen out for passenger announcements from the driver on safety and vehicle stopping points.

- 3 Points of Contact: When standing or walking through the vehicle please ensure you always maintain 3 points of contact, i.e. feet spaced apart for balance and at least one hand holding on to available handles or seat backs. Use your body as a brace against seats if needed.

21. Special terms & conditions relating to Covid19 Safety

21.1 In order to help ensure the safety of our customers and staff, in the event of a further outbreak of Covid-19 or other pandemic, you may be asked, when travelling on a vehicle you have booked with us, to:

- wear a face covering when travelling on our vehicles.
- keep two metres apart from other customers where possible when queuing for the vehicle and/or follow seat allocations and instructions from our staff on maintaining social distancing; and
- stay in your chosen seat for the entire journey and only use the toilet when it is unavoidable.

21.2 You may be refused entry on-board the vehicle if you do not have an appropriate face covering, or you may be asked to leave the vehicle if you persistently fail to comply with these rules. Please note that you shall not be entitled to a refund if you do not have and/or fail to wear the face covering as directed following Government advice.

21.3 Prior to boarding the vehicle, the driver or another member of staff may take your temperature remotely to ascertain if you are demonstrating a symptom of Covid-19. We shall not record or retain this data. The driver may refuse you travel if you (a) provide a temperature reading of 38C or higher; or (b) refuse to have your temperature taken.

21.4 Please note that clauses 21.1 to 21.2 shall not apply to those who have a physical or mental disability which would impact on or prevent those individuals from complying with such measures. We would advise you to make your travel consultant aware of this before you journey; so that they can make the driver aware that you will be travelling without a face covering.

21.5 If you already wear a face-covering for religious purposes, provided it covers your mouth and nose, you will not be required to wear any additional protective coverings.

21.6 The requirement to wear a face covering shall not apply to children below the age of three.

22. Limitation of Liability and Insurance

22.1 This Condition 22 sets out our entire liability, and your sole and exclusive remedies.

22.2 We do not exclude or limit our liability for things we are not allowed to by law including fraud, death or personal injury or any other liability which cannot be excluded or limited by law.

22.3 Except for the matters in Condition 22.2, we exclude any liability for breach of duty other than any such liability arising under the terms of the contract between us and you or under these terms and conditions.

22.4 Except for the matters in Condition 22.2, we shall have no liability for loss of revenue, loss of actual or anticipated profits or any indirect or consequential loss.

22.5 Except as provided in Condition 22.2, our total liability to you or any third party shall in no circumstances exceed, in aggregate, a sum equal to 150% of the hire charges payable by you.

22.6 All hirers and individual passengers are recommended to obtain personal travel insurance. It is the responsibility of the hirer to ensure that all items of value are insured separately for loss or damage. As a company, we have public liability insurance and motor insurance in place.

23. Data Protection

We comply with all UK data protection laws and will always ask for your consent before adding to you to any marketing or promotional databases.