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**Travel Made Easy**

Vale Travel (VT) – Terms of Business

1. The Service Provision by Vale Travel Hire

We (through our own fleet or affiliate partner network) will provide a driver or drivers and a coach of sufficient seating capacity (and to the specification ordered), suitable to undertake the work detailed in a satisfactory and legal manner. The route travelled shall be at the sole discretion of the Driver according to road, traffic and weather conditions at the time, unless a specific route has been agreed in writing with the Customer. No price discount shall be given if the route chosen is not actually the shortest. Stops can be made at suitable points to serve the comfort of the passengers and to satisfy legal requirements regarding breaks and rest for drivers. Between outward and return journeys the coach may not remain at any destination or be accessible to passengers unless specific arrangements for this have been agreed in advance. Although we will endeavour to complete journeys in the times required, and will give our best advice at the time of booking if asked to do so on probable journey times (typically relying on Auto route timings + a 15% buffer), we cannot accept responsibility for the consequences of delays caused by circumstances or events which are beyond our control. It is strongly recommended that you should consider insuring against this risk if journey times are particularly crucial.

1.1 Delays to Service

Save as otherwise provided in these Terms and Conditions, no responsibility or liability whatsoever can be accepted by VT for traffic congestion, road accidents, adverse weather conditions or other matters outside it’s reasonable control which may cause delay. Both parties expressly recognise in transport such as coach hire that coaches can be late as a normal cause of business without negligence on behalf of the coach hire company (typically due to previous customer delays, traffic, accidents and mechanical problems). If any journey is delayed by more than 60 minutes with one of our coaches then a refund may be considered in line with our Customer Services Policy (a copy of which is available on request). If we are unable to replace a delayed coach within 4 hours and the client chooses to make their own alternative travel arrangements they will be entitled to a refund for that leg of the journey – or day of the tour. We retain the right due to operational reasons to supply a larger coach than required at no extra charge (unless the number of passengers is greater than originally advised). All delays are dealt with in line with our Customer Services Policy.

1.2 Luggage

Whilst we will take all reasonable care with passengers’ luggage and other items which they may bring on our coach, we do not accept responsibility for any loss or damage caused to these items whilst on the vehicle. Under no circumstances should any valuables be left on a coach, even if locked. Personal belongings are not insured against theft on any of our coaches. Personal insurance of luggage and valuables is strongly recommended. Any passengers’ property discovered on the vehicle after the hire will be stored, and may be claimed in accordance with the current Lost Property Regulations.

1.3 Drivers Hours

Drivers’ hours and rest periods are regulated by law. It is illegal for Drivers to work outside these hours. VT will always plan journey schedules so as to minimise the risk of delays due to Drivers’ hour’s rules. The Customer must adhere strictly to all collection times contained in the Booking Confirmation and the Customer must not interrupt or delay a journey. If delays occur for whatever reason, VT may curtail or otherwise alter the journey schedule for the Vehicle in order to seek to comply with the law. Where delays occur VT cannot be held responsible for any losses arising due to the delays or non-performance of the Services unless they are due solely to the negligence of VT.

2. Customer Responsibilities

The Customer’s Party must be and remain properly behaved at all times. The Driver may refuse to allow a passenger to board the Vehicle or eject them from the Vehicle if, in his sole discretion, he considers them unfit to travel for whatever reason (for example, being intoxicated or abusive). The Driver may refuse to continue a journey if in his sole discretion he considers any passenger to be behaving in such a way as may put the safety of other persons and/or the contents of the Vehicle and/or the Vehicle itself at risk. Drinking on the coach is always at the driver’s discretion and for certain sporting events is legally prohibited.

2.1 Damage to Vehicle

We maintain a strict standard of cleanliness in relation to our Coaches. The Customer shall be responsible and liable for any soiling or damage to the outside or the interior of the Vehicle by the Customer’s Party howsoever caused. Should the Vehicle require specialist or non-routine cleaning before its next trip as a result of any conduct on the part of the Customer’s Party, (in particular for the removal of vomit and disinfecting of affected areas) then, without prejudice to its other rights and remedies, VT shall be entitled to recharge the cost of such cleaning to the Customer. The Customer shall be fully responsible for all the acts and omissions of the Customer’s Party and acknowledges on behalf of the Customer’s Party the responsibility of passengers for their conduct under the Conduct Regulations at all times.

2.2 Security Deposit

For late night club/pub runs, and other ‘social’ events, a refundable security deposit will be charged, at our discretion, in addition to any other charges. Once the vehicle(s) have returned to the depot any costs incurred in cleaning and/or repairing the vehicle(s) will be subtracted from the security deposit before the balance, if any, is refunded.

3. Payment, Cancellation and Additional Charges

3.1 Payment

All charges quoted to the Customer shall be exclusive of VAT which VT shall add to its charges at the appropriate rate. Currently coach hire is zero rated for VAT.

3.2 Payment by Invoice

At the point of booking each Customer will be asked for their preferred option for payment. For Companies, Schools, Government bodies and Institutions (or any other organisation agreed in writing by VT from time to time) payment on receipt of a valid invoice may be acceptable. If the booking is for more than 7 days into the future a 20% deposit should be paid at the point of booking, with the balance to be paid not less than 7 days before transport.

3.3 Payment by Credit/Debit Card

If the Customer decides to pay by debit/credit card and the booking is for more than 7 days before departure then the Customer must pay a 20% deposit on booking with the balance to be deducted from the same card 5 days before travel (Alternative payment methods such as BAC’s, Chaps or an alternate card are acceptable as long as this is agreed in writing with VT in advance). Irrespective of the payment method chosen – unless it has been specifically agreed in writing by VT – the Customer must pay for the Services in full and in cleared funds 7 full working days prior to the performance of the Services. Any service which has not been fully paid for 7 days prior to departure will be AUTOMATICALLY CANCELLED in line with the cancellation charges as outlined in these terms (see below). Please note that during our Peak season (June and July each year) bookings will be cancelled at 14 days’ notice in the event of non–payment, except if expressly agreed in writing with VT.

3.4 Cancellation Policy

If a booking is cancelled in writing by the Customer with more than 7 working days left before the date of travel, other than the initial deposit paid by the Customer, the Customer will have no further costs to pay. If a booking is cancelled by the Customer with less than 7 working days’ notice, payment in full will be due to VT from the Customer. Deposits are not refundable on bookings cancelled by the Customer. We are however prepared to roll over deposits onto alternative trips at the time of cancellation. No cash refunds. Any refund due will be issued as a credit note.

3.5 Additional Charges

Unless, it has been otherwise agreed, the hire price will not include any group catering, tickets, admission charges, ferries/tunnels, road tolls or parking. At your request we may make these types of arrangements for you, but we would do so as your agent. This means that any terms and conditions applicable to that transaction by that supplier (e.g. relating to payment, cancellation, etc.) would be as binding on you as if you had made these arrangements yourself. We will seek your acceptance of any such terms and conditions and not expend any money on your behalf until you have made similar payment to us. VT reserves the right to charge the customer for driver’s accommodation at the time of the booking should the length of a trip go beyond 24 hours. It is at the sole discretion of VT to apply the costs of the accommodation, whether or not the driver utilises the accommodation, or if for operational purposes the driver is required to drive back to the coach depot and return the following day to collect the passengers. VT will not be held liable for any request for a reimbursement from the customer in the event the accommodation is not used. For longer trips in terms of hours/mileage VT needs to comply with all regulations with regards to driver’s hours. The booking quote that you will have received (unless agreed in writing) specifically excludes the requirement for a second driver or driver accommodation. Our operations team will work with you to produce an agreed itinerary which will mitigate, as far as possible, the need for any additional costs. If such costs are unavoidable we will advise the Customer of them (if at all possible) more than 7 days prior to travel thus allowing the Customer the option of cancelling the booking at no further cost. If bookings are made less than 7 days before travel we will advise of additional costs within 48 hours of booking. In terms of understanding potential additional costs a second driver costs approximately £100 per day.

3.6 Booking Confirmations and Amendments

It is the responsibility of the Customer to check the Booking Confirmation, once received, for its accuracy and completeness. This is the document that VT relies upon for the trip and it is important that any errors are notified to us as soon as possible. If a Customer requires an amendment to a Booking, the amendment will only be considered as implemented when the Customer has it confirmed in writing by VT in terms of a new, replacement, Booking Confirmation. If an updated Booking Confirmation has not been received by the Customer with the updated details, then the Customer must assume that the existing booking has not been amended. It is the Customers responsibility to ensure with VT that all trip details are complete and correct and at no time should verbal amendments be considered as confirmation of a change to an existing booking.

4. Complaints

If Customers have a complaint about their booking or trip they should contact VT as soon as possible in writing (either by email or by using the specific Customer Compliant form on our website) and VT will endeavour to assist with the issue at hand. Customer Service office hours are from 9.30am until 4.00pm Monday – Friday. Our offices are unable to assist with this type of enquiry on Saturdays, Sundays and Bank Holidays. If you’re writing to complain please provide you’re booking reference number on your e-mail, and include YOUR daytime and evening telephone numbers. Failure to supply any part of this information may result in VT dismissing your complaint. Any remedies or compensatory measures offered (if any) by VT are at the strict discretion of the management of VT and are detailed in our Customer Services Policy (a copy of which is available on request).

5. General

By placing a booking with VT, Customers are confirming that they have read, understood and agreed to abide by the above published Terms and Conditions. Please ensure you understand them fully prior to placing a booking with VT.

No part of these Terms and Conditions affects your rights as a consumer. These Terms and Conditions are in addition to your rights as a consumer. CUSTOMERS SHOULD NOTE THAT THIS COMPANY OPERATES A STRICTLY NO SMOKING POLICY ON ALL COACHES. WOULD CUSTOMERS PLEASE BRING THIS CONDITION TO THE ATTENTION OF ALL PASSENGERS INTENDING TO TRAVEL. Any booking entered into based on these terms and conditions, or any dispute or claims arising from same shall be subject to the jurisdiction and laws of England and Wales.

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