

ABRIDGED CONDITIONS OF CARRIAGE

Our aim is to provide all our passengers with a safe, reliable and pleasant journey. This document provides details of the Conditions under which we carry passengers and their property on Wallingford Coach Limited services. Please note that these Conditions of Carriage do not affect your statutory rights as a consumer, and do not limit our liability for death or personal injury resulting from our negligence.

The Company has a positive "Customer Care Policy" which sets out to achieve high standards for customer satisfaction

2. GENERAL: The Conditions of Carriage constitute the entire understanding between Wallingford Coach Limited and its passengers and shall override and exclude any purported variation hereof whether written or verbal unless authorised in writing on behalf of Wallingford Coach Limited by the Company Secretary of Wallingford Coach Limited from time to time.

- 1) While the restrictions of liability contained in the Conditions of Carriage are considered to be reasonable in all the circumstances it is hereby agreed and declared that if any of the said restrictions shall be adjudged to be invalid as going beyond what is reasonable in all the circumstances but would be valid if part of the wording thereof were deleted and any consequential amendments thereto were made, the said restriction shall apply with such modifications as may be necessary to make it valid and effective.
- 2) When in the Conditions of Carriage Wallingford Coach Limited excludes or restricts its liability in respect of any loss, damage, expense or injury, Wallingford Coach Limited does not intend thereby to exclude or restrict liability for death or personal injury resulting from its own negligence or that of its directors, employees or agents.
- 3) In the Conditions of Carriage where the context so requires the masculine shall include the feminine and the singular shall include the plural.
- 4) Any person who travels on a Wallingford Coach Limited service shall be considered to have agreed to be carried on the General Conditions of Carriage as set out.

3. CARRIAGE SERVICES: 3.1 Our agreement to carry you: We agree to carry you and your luggage on the journey permitted by way of hire or ticket, on and subject to these General Conditions of Carriage and any Special Conditions applicable. **The applicable Special Conditions shall take precedence over these General Conditions of Carriage.**

3.2 Our Obligation to Carry You: It is our obligation to carry you and your permitted luggage on the journeys permitted by your booking or ticket, on and subject to these General Conditions of Carriage and any Special Conditions. We will make reasonable efforts to carry you with the minimum discomfort and inconvenience.

3.3 Carriage of Children and Young Persons: We will not be obliged to carry any child under 16 years of age unless that child is accompanied by a responsible person aged 18 or over.

3.4 Carriage of Animals: Accompanied dogs that will not be a danger or nuisance to any other passenger or member of staff are carried on our coaches at the discretion of the driver, free of charge. All such dogs must be under the control of the owner, and must not be allowed to travel on seats. **(PROVIDED THAT** paragraph 3 (4) shall not apply to an assistance dog, guide dog or hearing dog where a passenger accompanied by such a dog is a disabled person. Such passenger must, however, comply with any instructions given by a driver, Inspector or conductor in respect of removing a dog from a gangway. (This is without prejudice so long as there is space available).

3.5 Seat Belts: You are required by law to wear the seatbelt provided at all times whilst seated. This also applies to wheelchairs. **It is the responsibility of the customer to ensure that they comply with this requirement.**

3.6 Mid-journey refreshment breaks: If a short halt is made on an excursion or service for toilets or refreshments, you must return to the coach punctually within the time allowed for the halt. We shall not be obliged to hold up the coach to wait for you, and we shall not be liable to you if you miss the coach because you return later. We will not reimburse any additional costs you may incur as a result of you missing the coach

3.7 Our liability for cancellations and withdrawals of services: **Except as provided in these General Conditions of Carriage, we shall not be liable for any loss, damage, liability, or cost suffered by you as a result of any cancellation or withdrawal of any service by us, or any delay to any service, or termination of any service.**

Occasionally, due to events beyond our control (such as severe traffic congestion, adverse weather conditions, or events which cause delays and diversions) we may not be able to operate the advertised service. In the unlikely event that you are unable to make or complete your journey with us, we shall not be liable for any costs or losses that you suffer or for any inconvenience that you experience. We will not pay for taxi fares or other transportation costs.

3.8 We have no liability for circumstances beyond our control: We shall have no liability for any delay or failure to carry you, or for breach of contract, where caused by a circumstance beyond our reasonable control. The following shall be considered to be circumstances beyond our reasonable control: war or threat of war, accidents causing delays on the service route, exceptional severe weather conditions, fire and/or damage at a station, compliance with requests of the police, customs or other government officials and security services, deaths and accidents on the road, vandalism and terrorism, unforeseen traffic delays, strike/industrial action, riot or local disturbance or unrest, problems caused by other customers, bankruptcy, insolvency or cessation of trade of any carrier used by us and other circumstances affecting passenger safety. The company will not be liable for loss, damage, injury or inconvenience which may (directly or indirectly) be sustained by passengers or third parties in the event of the alteration or cancellation of any journey or service, whether because of breakdown, adverse weather conditions or other circumstances.

4. LUGGAGE: 4.1 Permitted Luggage: We will carry your luggage on and subject to these General Conditions of Carriage and any applicable Special Conditions. You are allowed to take onto a service or excursion one medium sized suitcase or rucksack (no more than 20kg per item) and one small piece of hand luggage. In this context, hand luggage means something that is capable of safely fitting in an overhead luggage rack or under seats. We shall have no obligation to carry luggage in excess of the permitted amount but we will endeavour to do so where space permits. We will carry collapsible manual wheelchairs which can be stored in the luggage hold: special arrangements apply for battery powered wheelchairs/ disabled scooters and reference should be made to our Code of Practice for Disabled Customers. We may agree to carry, subject to available accommodation, additional luggage such as skis, surfboards and folding/dismantled bicycles, provided that they are packed in a suitable protective packaging. If we agree to carry any particular luggage on any journey this does not mean that we have agreed to carry that luggage on any subsequent journey you make. Fragile items such as electrical goods, portable televisions and radio will only be carried if they are of reasonable size and securely packaged. Drivers will load your luggage on or off coaches especially where, in the reasonable opinion of the driver, any item of your luggage exceeds 20kgs, whereby you will be responsible for the lifting of that item of your luggage, on or off the coach.

4.2 Packing and Identification of Luggage: You must pack all your luggage safely and securely, and lock and fasten it, with a view to protecting your luggage from loss, damage or interference, and to protecting any other property on a coach from being damaged by your luggage. All luggage which is given into our custody should be clearly and appropriately labelled and include a contact telephone number where possible. We will not be obliged to carry any luggage which has not been properly packed or labelled. We reserve the right to involve the Police if we feel that there are any security or safety issues.

4.3 Our liability for loss or damage to Luggage: We will take reasonable care of your luggage, and we will only be liable for any loss of or damage to your luggage caused by our negligence. Our maximum liability to you for any loss of or damage to your luggage, whether for breach of contract, breach of any duty of care in relation to the luggage, our negligence, or any deliberate or negligent acts of any of our employees, agents or representatives, shall be limited to £200 for all such loss or damage. You should insure your luggage, especially if you are carrying valuable items, with reputable insurers against all usual and normal risks of loss or damage, to the full replacement value of the luggage, with no excess.

4.4 Force Majeure: Subject to the provisions hereof, the Company shall be relieved of liability for any loss or damage if, and to the extent that, such loss was caused by:

- (a) The act or omission of the passenger or any other passenger on a coach.
- (b) Insufficiency of the packing of any luggage carried.
- (c) Handling, loading, stowage or unloading of any luggage by the passenger or any person acting on behalf of the passenger.
- (d) Strike, lock-out, stoppage or restraint of labour, or industrial disputes, the consequences of which the Company was unable to avoid by the exercise of reasonable diligence.
- (e) Any event which the Company was unable to avoid or prevent by the exercise of reasonable diligence.

4.5 FOOD and DRINKS: Customers are welcome to bring onto the coach hot drinks provided they are fitted with a safety lid to avoid spillage, cold **non - alcoholic** drinks and cold food.

14. EXTENDED EXCURSIONS: 14.1 Your Contract: Your excursion or holiday contract is with Wallingford Coach Limited ("the Company"). When you make a booking you guarantee that you have the authority to accept on behalf of your party the terms of these booking conditions. The contract between you and the Company is defined by these Booking Conditions and the Confirmation Invoice, which is issued upon receipt by the Company of the deposit. A contract exists as soon as we issue our Confirmation Invoice. The contract is governed by English Law, and the jurisdiction of the English Courts.

14.2 Cancellation by the Company: The Company reserves the right to cancel departures if the number of clients wishing to travel is less than 25 persons. The Company shall not normally cancel an excursion if the above number is satisfied. If for any reason it is found necessary to do so and an alternative is not acceptable, the Company will refund all monies paid, whereupon all liability on the part of the Company shall cease.

14.3 Cancellation by the Passenger: The following scale of cancellation charges shall apply to cancellation by the passenger:

Period before departure in which cancellation is received	Percentage of holiday cost payable as cancellation charges
More than 42 Days	Deposit is Forfeited
29-42 Days	30%
20-28 Days	45%
20-14 Days	60%
14 - 0 Days	100%

14.4 Room Allocation & Special Requests: Every effort will be made to provide precisely the accommodation booked and to convey special needs to the hotelier(s). However, the Company accepts no liability for any failure to provide a special request for which no payment is made and no correspondence will be entered into concerning the hotelier's failure to satisfy such requests. Where a payment is made for additional facilities, the Company's liability shall be limited to the brochure price of that supplement. Bookings for rooms with bath or shower shall be deemed to be fulfilled by the provision of either facility and requests for one or the other will be treated as requests only. Bookings for a double room shall be considered satisfied by the provision of either a double or twin bedded room. Bookings for a twin room shall be considered satisfied by the provision of a room with two or more beds.

14.5 Hotel Amenities: Some facilities (e.g. lifts) are not always available due to sudden breakdowns or the need to service them. Other facilities (e.g. outdoor swimming pools) are only available when weather permits. The nature and frequency of entertainment is also subject to demand and is at the discretion of the hotel.

14.6 All Bookings: Holiday price includes coach travel, accommodation, excursions and meals as specified in the excursion description. Some hotels and restaurants make a small additional charge for tea or coffee taken after meals. Morning coffee, afternoon tea, personal items and liquid refreshments are not included in the price of the excursion.

10. YOUR PERSONAL DATA: Your personal data (including details of and copies of your travel documentation) given to us by you or our agents or representatives may be kept on record by us, and used and disclosed by us for the purposes of administering your ticket, purchasing tickets for your carriage by carriers other than us, making seat reservations for you for travel on any service, administering, performing and exercising any rights under your carriage contract with us, these General Conditions of Carriage and any Special Conditions, and complying with any legal obligations we may have to make available such data to government agencies or other persons in connection with your travel. In carrying out this purpose, we may disclose your personal data to our own offices, our agents and representatives, sub-contractors, government agencies, and any other carriers. You consent to this receipt, use, disclosure and transfer of your personal data.