

Simply coach hire

Standard terms and conditions

1. INFORMATION ABOUT US

1.1 Simplycoachhire is a site operated by simply coach hire services. Our registered office is situated at 11 Church street, Twyford, berks, RG10 9DR

2. YOUR STATUS

By placing an order through our site, you warrant that:

- (a) You are legally capable of entering into binding contracts; and
- (b) You are at least 18 years old;
- (c) You agree to be bound by these terms and conditions

3. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

We must receive payment of the whole of the price for the travel that you require before your booking can be accepted. Once payment has been received by us we will confirm that your booking has been accepted by sending an email to you at the email address you provide in your booking form. Our acceptance of your booking brings into existence a legally binding contract between us.

4 RIGHT FOR YOU TO CANCEL YOUR CONTRACT

4.1 You may cancel your contract with us for your booking at any time up to the end of the seventh working day from the date you place the booking save for bookings within 7 days of the scheduled event. You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty.

4.2 To cancel your contract you must notify us in writing.

4.3 Once you have notified us that you are cancelling your contract, any sum debited to us from your credit card will be re-credited to your account as soon as possible and in any event within 30 days of your order PROVIDED THAT the services have not been in any way performed. You will not be refunded for booking fees charges applicable to the booking.

5. PROVISION OF THE SERVICES

5.1 We reserve the right amend the route travelled according to road, traffic and weather conditions, unless a specific route has been agreed in writing with You and You agree that the Driver shall have its discretion to amend such routes for the safety of the passengers and to enable it to properly perform the service

5.2 Items of luggage can be carried in the vehicle at the sole discretion of the driver

5.3 Loss or damage, to passenger luggage carried shall be entirely at the Customer's risk. We accept no liability for loss or damage to such luggage howsoever caused.

5.4 In order to comply with insurance and safety requirements we reserve the right to limit the number of passengers carried in the vehicle. Should you attempt to overload the vehicle passengers may be requested to leave the vehicle. Should this be refused the driver reserves the right to cancel performance of the service.

5.5 Passengers must be 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 drunk or abusive).

5.6 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.

5.7 Passengers must not smoke in the Vehicle

5.7.1 Passengers may only consume alcohol with our prior written permission. A security deposit of £100 is required where alcohol will be consumed in the vehicle

5.8 No animals are carried on the Vehicle, other than guide dogs accompanying registered

blind persons, and hearing dogs accompanying deaf persons subject to our prior approval.^{5.9} Passengers must at all times use the seat belts provided

5.10 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 we shall be entitled to recharge the cost of such cleaning to the Customer.

5.11 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

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

6. OUR OBLIGATIONS

6.1 We shall use reasonable endeavours to perform the Services at the times set out in the Contract.

6.2 In the event we are unable to provide the service booked we reserve the right to offer an alternative service or to offer you a full refund. Our liability to You is limited to the price paid for the booking.

6.3 The conduct of the Driver is our responsibility at all times and any complaint regarding its conduct should be notified to us as soon as practicable

7. PRICE AND PAYMENT

7.1 The price of any service will be as quoted on our site from time to time, except in cases of obvious error.

7.2 These prices include VAT

7.3 Prices are liable to change at any time, but changes will not affect bookings in respect of which we have already sent you a booking Confirmation.

8. OUR REFUNDS POLICY

8.1 When you cancel a booking:

(a) because you have cancelled the Contract between us within the seven-day cooling-off period (see clause 4.1 above), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation provided you have not received the service. We will refund the price of the booking in full, but minus any booking fee applicable to the booking.

(b) for any other reason we will refund:

8.2.(b).1 the full price of the service if cancelled no less than 28 days prior to the date of the service

8.2.(b).2 75% of the price of the service if cancelled between 11- 28 days prior to the date of the service

8.2.(b).3 0% of the price of the service if cancelled between 0-10 days prior to the date of the service

8.3 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

9. OUR LIABILITY FOR EVENTS OUTSIDE OUR CONTROL

9.1 Save as precluded by law, we will not be liable to you for any indirect or consequential

loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us whether by our acts or omissions or that of our sub contractor under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the service in question under clause 6.2(c) above.

9.2 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

9.3 We shall have no liability to you for any failure to deliver the service you have ordered or any delay in doing so or for any change that is required in order to comply with any applicable safety or statutory requirement provided that such changes do not materially affect the terms of the contract.

9.4 We shall have no liability to you for any cancellation of an event for which you have booked a service

9.5 no responsibility or liability whatsoever can be accepted by us for traffic congestion, road accident, vehicle breakdown, adverse weather conditions or other matters outside its reasonable control which may cause delay in the performance or non-performance of the Services by us in whole or in part.

9.6 If our performance of our obligations under this Contract generally is prevented or delayed by any act or omission of the Customer, its agents, sub-contractors or employees, including the failure by them to provide any information or instructions which are required to enable the Services to be performed on time, we shall have no obligation to make any refund to the Customer of charges paid and shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

10. Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address as set out above and all notices from us to you will be displayed on our website from to time.

11. TRANSFER OF RIGHTS AND OBLIGATIONS

11.1 The contract between you and us is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

11.2 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

12. WAIVER

12.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

12.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

12.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

13. SEVERABILITY

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

14. ENTIRE AGREEMENT

These terms and conditions, together with our current website prices, delivery details, contact details and privacy policy, set out the whole of our agreement relating to the supply of the

tickets to you by us. Nothing said by any sales person on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any tickets offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

15. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

15.1 We have the right to revise and amend these terms and conditions from time to time

15.2 You will be subject to the policies and terms and conditions in force at the time that you order tickets from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the tickets).

16 Governing law

The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between us.

16 Third party rights

Except for our affiliates, directors, employees or representatives, a person who is not a party to this agreement has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.