

E. CLARKE & SON (COACHES) LIMITED TERMS & CONDITIONS

STATEMENT

Clarks of London provide coach services under an Operators Licence within the guidelines established by the Department of Transport. All the vehicles meet the licencing and roadworthiness specifications which govern the industry. All drivers employed by Clarks of London are qualified and competent to drive the company's vehicles.

1.0 Definitions

- 1.1 'Conditions' means the Terms and Conditions under which the Company provides coach services
- 1.2 'Company' means E Clarke & Son (Coaches) Limited trading as Clarks of London
- 1.3 'Client' means the organisation, individual or agent who contracts the services.
- 1.4 'Passenger' means the person or persons being carried by the Company's vehicle
- 1.5 'Reservation' means the specification of the requirement from the Client to the Company
- 1.6 'Tariff' means the agreed set price which is defined by the Company to its Client.
- 1.7 'Price' means an agreed cost of hire for a vehicle to a non-regular Client (not subject to an Annual Agreement)
- 1.8 'Private Hire' means a Client who may hire the Company's vehicles on an ad hoc basis
- 1.9 'Agency' means a Client who contracts on an annual basis for the provision of coach services at an agreed tariff.
- 1.10 'Regulations' means that the Company provides coach services based upon either British Domestic Regulations or European Community Regulations.
- 1.11 'Tachograph' means a system by which time, distance, speed and rest taken on each vehicle during the day's journeys may be recorded.
- 1.12 'Contract' means the agreement between the Company and the Client.

2.0 Insurance

- 2.1 All Clients or passengers are responsible for maintaining active adequate travel insurance cover for all passengers travelling on the Company's vehicles.
- 2.2 The Client's insurance cover must indemnify the Company against liabilities which are out of the control of the Company
- 2.3 The Client's insurance cover must indemnify the Company from any such direct or indirect service failure or negligence by the Client, their servants or agents.
- 2.4 The Company accepts any personal property of the hirer and their passengers on the understanding that it will take all reasonable steps to avoid loss or damage.
- 2.5 The hirer should notify the company or the driver if items of exceptional value are to be carried on the vehicle. It is the hirer's responsibility to minimise risk of loss when property is left unattended.

3.0 Contract

- 3.1 These conditions apply whether a contract has been made verbally or in writing. The hirer acts on behalf of all the passengers travelling on the vehicles. If the hirer is a company, group, or partnership, an individual must be named as a responsible person. The hirer is responsible for the actions and decisions of all the passengers on board including any additional costs incurred in performing the contract, whether or not they actually travel with the party. The company will only accept instructions from the hirer. **If the hirer is not going to travel with the party, a representative must be chosen and the company informed prior to the hire taking place.**
- 3.2 The Client is wholly responsible for providing the detail of the services required in writing / by email/fax to the Company at all times
- 3.3 The Company receives the enquiry for coach services from the Client in writing/by email/fax and responds to the Client in writing /by email/fax with the price, or in the case of an agent, with the detail of the reservation.
- 3.4 Quotations are given on the basis of the most direct route and on information provided by the hirer. The route used will be at the discretion of the company unless it has been particularly specified by the hirer in which case it will be clearly shown on the confirmation.
- 3.5 All quotations are given subject to the company having available a suitable vehicle at the time the hirer accepts the quotation.
- 3.6 Quotations are valid for 28 days unless otherwise notified.
- 3.7 Quotations are given for coach and driver only. Any additional charges will be separately identified and will be the hirer's responsibility unless otherwise specified.
- 3.8 Normally, written confirmation by the Company is the only basis for the acceptance of a hiring or for a subsequent alteration to its terms.
- 3.9 Clients are responsible for reconfirming the reservation detail back to the Company in writing 7 days prior to the provision of services.
- 3.10 Any last minute changes to the requirements by the Client must be in writing / by email/fax and are subject to availability and at least 72 hours (3 days) prior to service.
- 3.11 The vehicle will depart at times agreed by the hirer and it is the responsibility of the hirer to account for all passengers at those times. The Company will not accept liability for any losses incurred by passengers who fail to follow instructions given by the hirer.
- 3.12 If the hirer wishes to cancel any agreement, **this must be confirmed in writing**, either the relevant tariff terms and conditions will apply or the following scale of charges will apply in relation to the total hire charge:
 - 3.12.4 24-48hrs notice 50% of hire
 - 3.12.5 Less than 24hrs notice 100% of hire
 - 3.12.6 In addition, the cost of any accommodation, meals, theatre tickets, ferry and/or shuttle costs which have already been purchased by the company will be charged to the hirer, plus any administration charges incurred by the company.
 - 3.12.7 Cancellation due to inclement weather conditions will be charged as above.
- 3.13 On private hire, no animals (other than guide dogs and hearing dogs notified to the company in advance) may be carried on any vehicle without prior written agreement from the Company.
- 3.14 No bill or poster is to be displayed on any vehicle without the written consent of the Company.
- 3.15 Should an existing Contract be cancelled, in writing, by either party, this will result in any credit terms being revoked and all outstanding monies will become due with immediate effect.

4.0 Terms of Payment

- 4.1 Subject to any special terms, the Client must pay for the provision of coach services, before the journey is undertaken.
- 4.2 Clients who maintain an annual agreement with the Company will be invoiced for the provision of coach services on a daily, weekly or monthly basis according to the Tariff Agreement and Contract.
- 4.3 Clients who are contracting on an ad hoc basis will need to make payment in accordance with the following terms:
 - 4.3.1 Our proforma invoice will be issued, with UK payments due 10 days prior to the date of travel and overseas payments due 15 days prior to travel
 - 4.3.2 Immediate payment is required for all late notice bookings (i.e. less than 10 days before date of travel)
 - 4.3.3 The Company reserves the right to levy additional charges for additional mileage or time than that agreed. The charges will be pro rata and in accordance with the formula advised on the booking confirmation.
- 4.4 In the event of a Termination of Contract by the Client, the Company is without prejudice to any right or remedy entitled to cancel the reservations and any further reservations without further notice

5.0 Provision of Coach Services

- 5.1 The Company maintains the right to define the route taken by any vehicle, unless specifically agreed prior to the start of the journey.
- 5.2 The Company's drivers maintain the final decision upon the route taken by the vehicle, with full consideration for the safety and well being of his/her passengers.
- 5.3 The Company takes every precaution to meet pick-up and set-down deadlines but is indemnified by the Agent or Client in the event of delays which are out of the Company's control.
- 5.4 The hirer cannot assume use of the vehicle between outward and return journeys, nor to remain at the destination for the hirer's use unless this has been agreed with the Company in advance.
- 5.5 Clients' representatives, guides, tour leader or escorts undertake the responsibility at their own risk and must indemnify the Company against service failure.
 - 5.5.1 Representatives must be qualified and competent to represent the Agent or Clients
 - 5.5.2 Representatives must be dressed in accordance with the Clients instructions and/or the passenger 'type'
 - 5.5.3 Representatives must be insured by the Clients and indemnify the Company thereof.
 - 5.5.4 Representatives' jurisdiction cannot in any way impinge upon the safety of the vehicle
 - 5.5.5 Representatives on a part-time basis must meet all the normal requirements for full-time representatives
 - 5.5.6 Representatives using Company equipment on the vehicles are obligated to return the equipment without damage and in full working order
 - 5.5.7 Representatives meeting vehicles are wholly responsible for liaison according to the contract terms.
 - 5.5.8 Representatives must accept as final, such decisions by the driver, which are in accordance with the Road Traffic Act and Passengers Safety and reflect the best possible route.

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- 5.6 The Drivers retain final discretion over the pick-up and set-down location in compliance with the Road Traffic Regulations and local restrictions at the time of the journey. Should the Client, or any person claiming to represent the Client, insist that passengers are picked up/set-down in a location not approved by the driver the Client agrees that it will be responsible for the payment of any parking/traffic violation penalty or fine which may be incurred and agrees that it will reimburse the Company within 7 days of receipt from the Company of details of such penalty or fine.
- 5.7 The Contract and Reservations detail regarding arrival and departure times are defined on the Driver's Work Ticket.
- 5.8 Drivers are responsible for the vehicle movement under the direction of the Traffic Manager who monitors general traffic situations.
- 5.9 Drivers provided by the Company are qualified and competent. They will endeavour to arrive punctually, subject to road traffic conditions, dressed in Company uniform and will offer assistance where possible to passengers and representatives.
- 5.10 Drivers are responsible for the storage of luggage in defined compartments. Luggage may not be stowed within the vehicle seating area/ gangways/emergency exits. The decision of where luggage is stowed is the driver's alone.
- 5.11 All vehicles hired by the company 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 is carried. Large, bulky items may not be able to be carried, and the hirer should take all steps to notify the company in advance of such requirements.
- 5.12 The Client indemnifies the Company against loss or damage to luggage or any such personal possession owned by the passengers.
- 5.13 The driver is not responsible for any portage but has sole responsibility and discretion over the storage of passengers luggage.
- 5.14 Any possessions left on board during or after the journey will be retained by the driver and handed in to the Traffic Manager on return to the Company's depot.
- 5.15 The Client indemnifies the Company against any such claim which may arise from loss or damage.
- 5.16 The driver is responsible for the safety of the vehicle at all times, and as such may remove any passenger whose behaviour prejudices safety. The hirer is responsible for any damage caused to the vehicle by any passenger for the duration of the hire.
- 5.17 The driver must maintain a record of his hours on a tachograph and must be able to demonstrate that he/she meets the regulations under the Company's operational procedures.
- 5.18 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 Company. Neither the hirer or 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.
- 5.19 The Company reserves the right to allocate a vehicle suitable for the requirement from the Client
- 5.20 The Client at the point of reservation may specify the size of the vehicle but the Company maintains the right to provide a vehicle which meets the requirement without prejudice to the reservations.
- 5.21 The Company reserves 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.
- 5.22 Clients specifications for mini-coaches will be accommodated strictly on a first come first serve basis with availability being confirmed at the time of reservation
- 5.23 The Company reserves the right to provide an alternative vehicle from a sub-contractor, who meets wherever possible all the Company's quality criteria, without prior notice to the Client.
- 5.24 The Company gives its advice on journey time in good faith. However, as a result of breakdown or traffic congestion, or other events beyond the reasonable control of the Company, journeys may take longer than predicted and in those circumstances the company will not be liable for any loss or inconvenience suffered by the hirer as a result.
- 5.25 The Company reserves the right to park the vehicle only in areas as defined by the Road Traffic Regulations or by local authorities which govern the parking of coaches.
- 5.26 Any 'on board services' provided by the Company are without prejudice and liability. The Company is indemnified by the Client against any claim or injury, directly or indirectly related to the provision of 'on board services'; toilet facilities, hot & cold drinks & food, audio and visual facilities.
- 5.27 Any such notice in the coach for the benefit or well-being of the passengers are deemed to be understood and, unless requested, will be complied to without further representation by the Company or Driver.
- 5.28 The Client and/or Passengers are at liberty to give the driver a gratuity for his services. Any such contractual arrangements between the Client and the Company regarding gratuity will be reflected in the invoice.

6.0 Safety

- 6.1 The Company is governed by its own strict Code of Conduct known as the Clarkes Code Handbook. All safety measures are taken in accordance with the Road Traffic Act and Industry Regulations.
- 6.2 Passengers are requested to observe the international seat belt sign displayed adjacent to their seat and ensure that whilst the vehicle is in motion they remain seated with their seat belt/lap belt securely fastened at all times.
- 6.3 **Passengers are requested not to get up from their seat to disembark until the vehicle is stationary at its destination.**
- 6.4 Passengers should be encouraged by the hirer to familiarise themselves with emergency exits and procedures.
- 6.5 Young children who are unable to sit unaided **must** travel on the lap of a parent/carer - **but outside the restraint of the lap belt/seat belt.**
- 6.6 To comply with vehicle insurance regulations **our vehicles may not carry more passengers than the number of seats on that vehicle**, which is compliant to the construction and use regulations
- 6.7 Currently there is no approved booster seat for coaches and no legislation at this time which states that booster seats must be used on coaches. It is, therefore, a parental decision as to whether or not it is appropriate to use a baby seat/child seat/booster.
- 6.8 It is the responsibility of the parent to ensure that any form of child restraint is correctly secured. A number of our vehicles are fitted with 3 point seat belts and the remainder with lap belts.
- 6.9 Wheelchair users are required to travel with carers to assist with passenger boarding and disembarking. Drivers are not encouraged to assist in case of personal injury to either themselves or the passenger under our Health and Safety regulations.
- 6.10 Clients who contract with the Company under the Agency terms may, on request, attend a pre-season safety and familiarisation induction.
- 6.11 In the event of an incident or accident the driver, if able, will vacate the vehicle and ensure the passengers safety and immediately inform the Traffic Manager who will initiate a vehicle replacement if required or instruct the driver on the next course of action.
- 6.12 The Client Representative will, at all times, assist the driver in maintaining the passengers' safety
- 6.13 In the event of a vehicle breakdown, the Company maintains the obligation to replace the vehicle with a vehicle of a comparable specification.
- 6.14 Any specialist needs for passengers who may have a disability must be defined at the time of reservation. All liabilities relating to the assistance and well-being of disabled passengers must remain with the Client or the Client's representative. In the absence of a specific disclaimer, the acceptance of the Terms indemnifies the Company from any such claims.

7.0 Alcohol, Food and Drugs on Coaches

- 7.1 Under the terms of the Sporting Events (Control of Alcohol) Act 1985 the Company does not allow the consumption of alcohol whilst being carried by a Public Services Vehicle to football matches.
- 7.2 Alcohol may be carried on the vehicle, with the exception of football match transfers - the storage is under the direction of the Driver.
- 7.3 The driver maintains the discretion by which any alcohol may be carried or consumed on the Company's vehicles.
- 7.4 In the interest of passenger safety and comfort, it is Company Policy to discourage consumption of food on the vehicles other than on a vehicle fitted expressly for that purpose, food and drink (including alcoholic beverages) may not be consumed on the vehicle without prior written consent from the Company.
- 7.5 **The carriage and/or use of drugs in or on a company vehicle is not permitted at any time.**
- 7.6 **Clarkes of London have entered into a Memorandum of Understanding (MoU) with Customs & Excise Drugs Alliance and will report any drugs related suspicions to the relevant authority.**

8.0 Quality Control

- 8.1 The Company takes every measure to ensure high levels of Quality Control
- 8.2 From time to time the Company may undertake Quality Control inspections upon vehicles without notice to the Client.
- 8.3 Such Quality Control measures deemed necessary may be implemented without notice to the Client, so long as the services being provided are not affected.
- 8.4 In the event of complaint about the Company's services, the hirer should endeavour to seek a solution at the time by seeking assistance from the driver or from the company. If this has not provided a remedy, complaints should be submitted in writing and within 14 days of the termination date of the hire.

9.0 Liability, Indemnity and Force Majeure

- 9.1 Notwithstanding the provision of the Contract or any remedy which might otherwise be available, the company's sole liability to the Client shall be found to be achieved unless specific representation is made in writing/by email/fax and proven to be substantiated through arbitration.
- 9.2 Except in respect of death or personal injury caused by the Company's proven negligence, the Company shall not be liable to the Client by any reason or any implied warranty, condition or other terms under common law or under express terms hereof.
- 9.3 Provision of coach services by the Company to the Client is made under, and in accordance with, the law governing England and Wales. The acceptance of the Contract by the Client will deem an acceptance of the law governing the provision of such coach services (to include Company Law and Road Traffic Law).
- 9.4 The Company accepts no liability for any incident, accident, damage or injury, including death, as a result of an Act of God/Force Majeure.

10.0 General

- 10.1 Any notice of change, whatsoever, to be given by either party to the other under the existing conditions shall be in writing/by email/fax and acknowledgment must be sent of notice by the initiator in writing/by email/fax.
- 10.2 Any such dispute between the Client and the Company, if the need arises, will be heard within the jurisdiction of the English Courts.

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