

# Norfolk Coachways - Terms & Conditions of Business

## **1. Interpretation**

1.1 In these conditions the following expressions shall bear the following meanings.

- 1.1.1 "Company" Means Norfolk Coachways.
- 1.1.2 "Services" Means services the subject of any order placed with the company
- 1.1.3 "Customer" Means any person to whom services are supplied by the company

1.2 Quotations are given and orders accepted by the company only on its standard conditions of business which shall apply to the exclusion of all other conditions or terms to all contracts for the supply of services by the company unless (and then only to the extent that) they are expressly agreed in writing by an officer of the company to be excluded or varied.

1.3 References to clauses are to clauses of these conditions and references to sub clauses are to sub clauses of the clauses in which the reference appears.

## **2. Offer, Acceptance & Cancellation**

2.1 A quotation by the company constitutes an offer and the company reserves the right to withdraw or revise such an offer at any time prior to receipt by the company of the customer's acceptance thereof.

2.2 A quotation by the company which has not been accepted before seven (7) days from the date of issue shall lapse automatically unless otherwise specified on the quotation.

2.3 Once an offer by the company has been accepted the customer may not cancel its contract with the company without the company's prior written consent and on terms which will indemnify the company against all loss and damage both direct and consequential.

## **3. Price**

3.1 The price for services shall (subject to clause 2) be the price ruling in the company's price list at the date when the services are supplied or that stated on the company's quotation.

3.2 When services involve the provision of a vehicle the company reserves the right to refuse a customer's request to alter journey details after the customer's acceptance of them. Any alteration that a customer may want to make to accepted journey details must be brought to the company's attention through a company official at least seven (7) days prior to the date of travel. Where alteration does occur at short notice the company shall be entitled to make a proportionate additional charge for administration and/or where the vehicle is detained by the customer or taken on a longer journey than contracted for.

3.3 The company shall be entitled to increase the price stated on the company's quotation in order to pass on increased costs incurred by the company after the date of quotation as a result of

- 3.3.1 Increased taxes or duties or reduced statutory rebates
- 3.3.2 Increased prices charged by outside contractors or suppliers to the company who will directly or indirectly provide services to the customer
- 3.3.3 Exchange rate fluctuations (where any services are supplied outside the United Kingdom).

## **4. Supply of Services**

4.1 While the company will endeavour as far as reasonably practicable to meet the customer's requests regarding time schedules, unless expressly stated to the contrary by the company any times quoted by the company for supply of services to the customer are given and intended as best estimates only and shall not be the essence of any contract.

4.2 The company does not guarantee to complete any journey or in any given time and shall not be liable to the customer in any way for loss or damage howsoever arising due to supply or completion of services at a time later than any quoted unless the company has specifically agreed in writing with an agreed sum as liquidated damages, to supply services in accordance with a specified time schedule nor shall the customer be entitled to cancel any contract with the company in consequence thereof.

4.3 In supplying services, the company reserves the right to use its own or any other vehicles owned by any other person.

## **5. Payment**

5.1 Unless the company agrees to grant credit, payment for the supply of services shall be made in full by debit or credit card, cash, cheque or direct bank transfer no later than:-

- HIRE - Minimum 14 days in advance of the date of hire.
- FUEL & SERVICES - By return (immediately) from the date of invoice
- TOUR & DAY EXCURSIONS - Payment & cancellation rates specifically laid out for the company's own tour & day excursion programme. Please see separate Booking Conditions.

5.2 In all other cases payment of the price shall be made in full by debit or credit card, cash, cheque or direct bank transfer on or before the services are ready to be supplied to the customer.

5.3 The company will require any customer to pay a minimum deposit of thirty per centum (30%) or one hundred (100) pounds (whichever is the greater) of the total hire cost at the time the order for supply of services is confirmed. The company reserves the right to waive or alter the amount of deposit required at its discretion and only when specifically agreed in writing. The company also will give no refund to orders cancelled less than 14 days from the date of hire. If the company has chosen to give the customer credit then likewise the full amount is payable by invoice. The company requires payment in full by return (immediately) from the date of invoice unless the company has agreed in writing with the customer longer credit terms prior to the date of hire or the contract commencement date.

5.4 Without prejudice to the company's rights to prompt payment, the customer shall pay an administration charge of twenty five pounds (25) per month & default interest at the rate of ten per centum (10%) per month or part month thereof on the balance of any invoice or other sum remaining unpaid from the due date of payment on the same down to the day of actual payment and shall in addition reimburse the company all reasonable costs and expenses (including legal costs) incurred in the collection of any overdue amount.

5.5 Time for payment is of the essence of any contract between the company and the customer.

## **6. Exclusions of Liability**

6.1 THE COMPANY SHALL NOT BE LIABLE FOR DAMAGE, INJURY OR LOSS OF ANY KIND WHATSOEVER TO ANY PROPERTY OR PERSONS HOWSOEVER CAUSED UNLESS THE SAME HAS BEEN CAUSED SOLELY BY THE NEGLIGENCE OF THE COMPANY OR ITS EMPLOYEES OR AGENTS PROVIDED THAT NOTHING HEREIN SHOULD BE CONSTRUED OR APPLIED SO AS TO EXCLUDE ANY STATUTORY RIGHTS WHICH THE CUSTOMER MAY HAVE AS A CONSUMER.

6.2 IN NO EVENT SHALL THE COMPANY BE LIABLE FOR

- 6.2.1 ANY CONSEQUENTIAL OR INDIRECT LOSS OR DAMAGE SUFFERED OR INCURRED BY THE CUSTOMER IN CONSEQUENCE OF ANY ACT, OMISSION OR DEFAULT OF THE COMPANY.
- 6.2.2 FOR ANY LOSS OR DAMAGE WHATSOEVER SUFFERED OR INCURRED BY THE CUSTOMER IN CONSEQUENCE OF ANY FIRE, FLOOD, ADVERSE WEATHER CONDITIONS, ATOMIC RADIATION, ACCIDENT, DELAY IN TRANSPORT, SHORTAGE OF FUEL, STAFF OR MATERIALS, DEFAULT OF ANY SUBCONTRACTORS, REQUIREMENT OF ANY GOVERNMENT OR GOVERNMENT DEPARTMENT OR OTHER STATUTORY AUTHORITY, AS A CONSEQUENCE OF WAR OR OTHER HOSTILITIES, RIOTS, CIVIL COMMOTIONS, STRIKES, LOCK-OUTS, STOPPAGES OR RESTRAINTS OF LABOUR FROM WHATEVER CAUSE WHETHER PARTIAL OR GENERAL OR FOR ANY OTHER CAUSE WHATSOEVER BEYOND REASONABLE CONTROL OF THE COMPANY.

6.3 In the event of loss or damage to a customer or a member of their parties personal property or luggage due to the company, its agents or employees or otherwise the maximum sum payable in compensation shall not exceed the lowest cost of replacement or current market value of the item(s) lost or damaged. In any case the total liability per person shall not exceed £450. Customers are reminded that articles of value (i.e. exceeding £50 per item) should not be placed in luggage to be stored in the under floor or boot area of the coach. Any such articles should be retained under the customer's personal supervision at all times and are carried at the customer's own risk.

## **7. Duties & Responsibilities of the Customer**

7.1 The customer shall be responsible to the company for any damage to any vehicle used in the supply of services, its fittings or equipment, by reason of any negligence or misconduct of any passengers during any period of hire by the customer.

7.2 The company has a policy of no smoking, drinking (alcoholic or otherwise) or eating aboard any of its vehicles used in the supply of services to customers. It is the responsibility of the customer to ensure that this ruling is complied with and the company reserves the right at the judgement of the driver or company official to refuse travel to any person not complying with this.

7.3 It is the responsibility of the customer to ensure that members of their party are not rude or abusive in any way to members of the company's staff and are fit to travel on any vehicle used in supply of services to the customer. The company reserves the right to refuse travel to any person who at the judgement of the driver or company official is rude or abusive or unfit through alcohol, drugs, illness or any other condition that may affect the safety and comfort of anyone onboard the company's vehicle or other road users.

7.4 The customer shall be responsible to the company for leaving any vehicle used in supply of services to the customer in a clean and tidy state after use and the company at its own discretion reserves the right to make a charge depending on size of vehicle to cover expenses incurred in returning a vehicle to a useable condition.

7.5 The customer shall indemnify the company against any claim by any third party arising from any loss, damage or injury caused to property or persons by reason of the negligence or misconduct of any person to whom any services are provided.

7.6 The customer shall ensure that no notices or decorations are displayed on or from any vehicles used in the supply of services without previous consent of the company in writing

7.7 The customer agrees and accepts that the company supplies the services subject to all the applicable statutory requirements and regulations. The company will notify the customer at the customer's request of these requirements insofar as they affect the provision of services.

7.8 The customer undertakes to abide by all statutory requirements and regulations from time to time in force which may affect the provision of the services and, in particular the regulations made relating to seating capacity and the limitation of drivers hours. Drivers are familiar with these regulations and whilst they will conform with the reasonable requests of the customer's party (as to reasonableness the driver alone shall be the judge) they will as far as circumstances permit depart from the destination or from intermediate stopping places at times agreed beforehand (or specified by the driver) and to ensure compliance with regulations will on no account wait for members of the party who may have failed to join the vehicle at the time so appointed.

7.9 The customer undertakes to ensure the coach departs promptly for the return journey as agreed in the quotation. The company reserves the right to impose a fine of one hundred and fifty (150) pounds if this is not adhered to.

## **8. Outside Contractors**

8.1 The company shall be at liberty to subcontract the supply of any services which it has agreed to supply. All arrangements for accommodation, meals and refreshments, theatre shows, boat journeys, places of entertainment and the like are made by the company on the express understanding that:-

- 8.1.1 The company shall not be responsible for any loss, damage, injury, delay or inconvenience caused to passengers as a result of such arrangements.
- 8.1.2 The customer shall indemnify the company from and against all claims, demands, actions, proceedings or liabilities whatsoever arising as a consequence of any actions of the customer or for any person for whom travel arrangements are booked or ordered by the customer.

8.2 The company shall be entitled to cancel or amend any arrangements made with subcontractors for the provision of any services if those services cannot be conveniently supplied provided that the company shall use its best endeavours to obtain replacement services of an equivalent quality.

## **9. Customer Default**

9.1 If the customer defaults in paying any sum due under any contract with the company as and when such a sum becomes due or commits any breach of any of its obligations to the company or if distress or execution is levied on any of the customer's goods or if the customer makes any arrangements with its creditors or commits any act of bankruptcy or goes into or threatens to go into liquidation or if a receiver or manager is appointed of the whole or any part of its assets, the company may forthwith suspend all further supplies of services until the default has been made good or adequate compensation furnished thereof or may determine its contract with the customer so far as any services remain to be supplied without liability but without prejudice to any claim which the company might otherwise have for breach of contract and or the price of services already supplied.

## **10. Miscellaneous**

10.1 This contract shall not be varied in whole or in part except by the mutual consent of the company and the customer recorded in writing. The company accepts no responsibility for the non observance of any variations to the terms of the contract notified either verbally, by email or by telephone unless confirmed in writing by the customer so as to be received by the company not less than seven (7) days before the date for the supply of services where any service will be provided by subcontractors of the company and not less than forty eight (48) hours where the services will be provided by the company itself.

10.2 THE COMPANY'S PRICES FOR THE SUPPLY OF SERVICES ARE CALCULATED ON THE BASIS THAT THE SERVICES ARE SUPPLIED ON THESE CONDITIONS OF BUSINESS (INCLUDING ALL EXCLUSIONS AND RESTRICTIONS OF THE COMPANY'S LIABILITY CONTAINED HEREIN) AND THE CUSTOMER RECOGNISES THAT BY CONTRACTING ON THESE CONDITIONS IT IS THEREBY OBTAINING THE BENEFIT OF THE PRICES SO CALCULATED.

10.3 The construction, validity and performance of any contract entered into on these conditions shall be governed by the laws of England.