

1. Who we are

- 1.1. We are **Greenline Coaches**: incorporated in England and Wales under company number 07473701 and registered at Parkes & Co Accountants, The Coach House, Greensforge, Kingswinford, West Midlands, DY6 0AH. In these T&Cs, Greenline Coaches is referred to as **us**, **we**, **our** or simply **Greenline Coaches**.
- 1.2. To contact us, you can: (i) write to us at the above address; (ii) call us on 01384 444 464 or 01384 444 161; or (iii) email us at <u>hello@greenlinecoaches.com</u>.

2. These terms and conditions

- 2.1. These terms and conditions, which we refer to as these **T&Cs** apply to your private hire booking of our coach. These T&Cs apply to (and must be complied with by) you and each person travelling under the booking. No other terms or conditions will apply to the booking or the legal relationship between you and us.
- 2.2. We may update these T&Cs at any time without prior notice to you by updating the link on our website. Before a making a booking, particularly if you have booked with us before, please read these T&Cs in full as they are subject to change.
- 2.3. The T&Cs that apply to your booking are the T&Cs that were in place at the time you made your booking. Please save a copy for your records as we will not save a copy for you.
- 2.4. If you are not happy with any of these T&Cs, or do not wish to (or cannot) comply with any of these T&Cs, please do not make a booking with us.

3. Making a booking

- 3.1. The person making the booking is referred to as **you** and **your** in these T&Cs. If you are booking for more than one person, you must be authorised to make the booking on every person's behalf on the basis of these T&Cs. Alterations to any booking may only be made by the person making the booking.
- 3.2. If you are booking in a company or other type of business name, an individual must be named as the lead under the booking. The lead is responsible for the actions of all passengers under the booking, regardless of whether or not the lead travels with the party under the booking.
- 3.3. You must be aged 18 or over to make a booking. If you make a booking for any person aged under 18, you must have the consent and authorisation of the parent or guardian of such person to do so.
- 3.4. Bookings and types of coaches shown on our website, in-store or in our brochure are an invitation to treat; they do not constitute an offer that is capable of your acceptance. By making a booking, you make an offer to us which we may accept or reject at our discretion. Your offer will only be accepted and the legally binding contract between you and us will come into force once we send you an email confirming your booking. It is your responsibility to contact us if you do not receive a booking confirmation within a reasonable period of making the booking.
- 3.5. Once your booking is confirmed, you will be issued with an email confirmation. You will need to present this to the driver in either physical or digital form in order to travel with us, so please keep it safe. We will not be responsible for any loss, theft or misuse of your email confirmation, and we will be under no obligation to provide you with a new one.

4. Communication with you

We will send communication, including booking confirmations, to the email address you provided at the time your booking was made.

5. Quotes and prices

5.1. Quotes for private hire bookings are made for coach and driver only.



- 5.2. Quotes are issued based on the most direct route from the pickup and the destination provided by you, and all other information you provide.
- 5.3. The route to the destination will be at the driver's discretion, unless you have specified a certain route you wish to take (in which case this will be followed providing it has been confirmed by us in advance).
- 5.4. Quotes are issued subject to a suitable coach being available at the time of travel. Quotes are valid for 30 days unless otherwise specified.
- 5.5. We will notify you if the quote increases after a booking has been made but prior to confirmation of it. You may choose to pay the increased amount or cancel the booking without charge.

6. Deposit

- 6.1. Subject to section 6.3 below, a non-refundable deposit of £150, unless otherwise stated, must be paid at the time of making a booking.
- 6.2. If for any reason we confirm the booking without having received the deposit in full, we may cancel the booking at any time.
- 6.3. If at the time of making a booking, departure occurs within 28 days, payment of the total price of the booking will be payable in full upon making the booking.

7. Balance

Subject to section 6.3 above, the final balance of the total price of the booking must be paid in full no later than 28 days (4 full weeks) prior to the date of departure.

8. Other costs

- 8.1. We may issue an invoice to you for any charges we incur as a result of any damage or loss to any part of the coach caused by your actions, omissions or negligence.
- 8.2. A cleaning charge of £75 plus VAT will be applied for sickness or other soilage of the coach.
- 8.3. Any actions, omissions or negligence that results in the coach being out of operation will be charged to you at the daily rate of £525 plus VAT, in addition to any other costs we suffer or incur to rectify the issue, charged at a minimum of £100.

9. Payment

- 9.1. At the time of making the booking, we will advise how payment is to be made.
- 9.2. We accept all major debit and credit cards and BACS transfers.
- 9.3. If any refund is due in respect of any booking, it will be repaid to you using the same method of payment which you used to make the booking.

10. Cancelling your booking

- 10.1. Please note the 14-day 'cooling-off period' under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 does not apply to vehicle rental services where the contract provides for a specific date or period of performance.
- 10.2. If you wish to cancel your booking for any reason, please let us know by emailing <u>privatehire@greenlinecoaches.com</u>.
- 10.3. If you cancel your booking, we will be entitled to retain a percentage of the total price of the booking which will depend on the time at which you notify us of your booking as follows:
 - (a) more than 42 days before the date of departure: we will retain or will be due payment of the deposit only;



- (b) between 29 42 days before the date of departure: we will retain or will be due payment of 50% of the total price of the booking;
- (c) between 15 28 days before the date of departure: we will retain or will be due payment of 75% of the total price of the booking; and
- (d) 14 days or less before the date of departure: we will retain or will be due payment of 100% of the total price of the booking.
- 10.4. If, on the date of departure, you miss the departure or otherwise cannot depart, in either case due to any reason outside of our control, you will not be entitled to any refund and section 10.3(d) above will apply.

11. Changes to your booking

- 11.1. If you wish to change your booking for any reason, please let us know by emailing <u>privatehire@greenlinecoaches.com</u> and we will explain your options.
- 11.2. Any changes to your booking may incur additional costs.
- 11.3. Whilst we try to avoid making changes and cancellations, we reserve the right to make changes that we deem necessary or appropriate. We may not inform you of certain changes that we deem insignificant or minor. We will always inform you of significant changes and will explain your options in the event we make such significant changes.

12. Use of the coach

12.1. You will not be granted use of the coach between the departure and return journeys, unless specifically agreed in advance.

13. Drivers' working hours

- 13.1. You acknowledge that the working hours of the driver are regulated by applicable law. You are responsible for ensuring that you keep to the times agreed with us, and ensuring that any comfort breaks on the journey are kept to a minimum and in accordance with the driver's instructions.
- 13.2. You must not do anything or make any request that could put the driver in breach of applicable law. If a breach is likely to occur, the driver has discretion to stop working and cease travel. We will not be liable for any costs or losses you suffer or incur in making alternative arrangements if this happens.

14. Coach departure times and duration

- 14.1. We may be required to change scheduled departure times for operational reasons, or due to any reason outside of our control. We will notify you in advance if scheduled departure times change for any reason.
- 14.2. We may be required to divert or re-route the journey to your destination for any reason at any time. We may not be able to notify you in advance if this happens. We cannot guarantee the duration of any journey.

15. Travel requirements

We reserve the right for the driver or any of our staff to carry out identification checks to ensure that the person named under the booking is the person boarding the coach.

16. Travelling with children

- 16.1. If you are travelling with small children, you may bring your own booster seat providing it fits within one seat and does not damage any part of the coach. Fitting and use of any booster seat is entirely your own risk and we do not accept any liability for any harm or loss you or any third party suffers or incurs as a result.
- 16.2. We do not accept unaccompanied children under the age of 18.

PRIVATE HIRE BOOKING T&Cs



17. Fitness to travel

- 17.1. It is your responsibility to ensure you and every person travelling with you are medically and physically fit to travel with us. If you are unsure on your fitness to travel, please seek medical advice. You must follow any medical advice provided.
- 17.2. If you or any person travelling with you has a severe allergy, please let us know at least 24 hours in advance of the scheduled departure time. Please also make the driver aware of the allergy when boarding the coach. If we are made aware of a severe allergy and you or the relevant person is not carrying appropriate medication, we reserve the right to refuse travel to you or the relevant person.
- 17.3. If you become ill or injured during travel, please let us know immediately.

18. Assisted travel

- 18.1. You acknowledge that coach travel may not be suitable for people with certain disabilities or medical conditions. In particular, you acknowledge that coaches may be difficult to board for people with mobility issues.
- 18.2. If you or any person travelling with you require assistance (for example, an aid for boarding the coach), you must tell us at the time you make the booking so we can try to arrange appropriate action and make required arrangements. If we are unable to assist or make accommodations, you will be required to provide all assistance and accommodation for the relevant person.
- 18.3. If you do not notify us of your assistance requirements, assistance may be delayed and/or limited. We also reserve the right to cancel a booking and issue a full refund in the event we reasonably believe travel is not suitable for you.

19. Assistance dogs

We only allow certified service animals to travel on our coach. No pets or other animals will be allowed on board.

20. Boarding the coach

- 20.1. You must be at the pick-up location and ready for boarding at least 15 minutes prior to the scheduled departure time. This is to allow the driver or our other personnel sufficient time to load the coach with all passengers' luggage.
- 20.2. If you have not complied with any of these T&Cs, you may not be permitted to board the coach.

21. Luggage

- 21.1. You may load one item of luggage in the hold on the coach weighing no more than 18kg. Any further items of luggage you wish to put in the hold may incur additional charges. You may also carry on small items of luggage, providing it can be stored comfortably under the seat in front of you. Any items of carry-on luggage that do not fit comfortably under the seat in front of you may be placed in the hold and additional charges may be incurred. We may also require any carry-on luggage to be stored in the hold at our discretion.
- 21.2. All luggage must be packaged properly as either suitcases or other appropriate forms of container. It is your responsibility to ensure your luggage is sufficiently robust and secure.
- 21.3. You are not permitted to carry any of the following items, either in the hold or as carry-on luggage:
 - (a) explosives;
 - (b) weapons;
 - (c) firearms;
 - (d) ammunition;
 - (e) corrosives;



- (f) flammables;
- (g) matches;
- (h) infectious substances;
- (i) radioactive substances;
- (j) toxic substances; or
- (k) alcohol above 140 proof..
- 21.4. We may refuse any item of luggage if we reasonably believe it to be dangerous, harmful to health or could otherwise affect the safety or wellbeing of any person. We may also refuse any item of luggage if we reasonably believe it could damage or cause harm to the coach.

22. Accuracy of descriptions

- 22.1. We make every effort to ensure the accuracy of the description of our coaches on our website and in our brochures. However, errors may sometimes occur and we will not be responsible for any non-material errors.
- 22.2. We may provide a larger vehicle than the size hired at no additional charge. We reserve the right to substitute any vehicle booked. This may include coaches with a toilet or with reclining seats, etc., being replaced with coaches without such features. Any issues must be raised with us promptly. Any refunds issued in respect of this section 22.2 will be limited to £30.

23. Conduct

- 23.1. You may not smoke on the coach, nor may you consume alcohol or hot food on the coach.
- 23.2. You must behave appropriately at all times whilst on board the coach. In particular, you will not:
 - (a) act in any way that breaches applicable laws or act in a disorderly manner;
 - (b) conduct yourself in a manner that endangers people or otherwise affects their safety or wellbeing;
 - (c) use abusive, insulting, intimidating, offensive or threatening language or actions towards the driver or any other person; or
 - (d) obstruct the driver in the performance of their duties, or fail to comply with their instructions.
- 23.3. It is a legal requirement for all passengers to wear the seatbelt provided when travelling on the coach.
- 23.4. We reserve the right to refuse to board you on the coach (either for departure or return) if we reasonably believe you have breached any of section 23.2 above. If we exercise our right under this section 23.4, we will not be liable to issue a refund, nor will we be responsible for any costs you suffer or incur.

24. Insurance

We recommend that you and each person travelling with you under the booking obtains and maintains appropriate and adequate travel insurance, effective from the date of booking.

25. Our liability to you

- 25.1. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury caused by our negligence) or arising under applicable laws relating to the protection of your personal information, we will not be liable for any:
 - (a) losses that were not foreseeable to you and us when the booking was made;
 - (b) losses that were not caused by any breach on our part;
 - (c) business losses; or

PRIVATE HIRE BOOKING T&Cs



- (d) losses to non-consumers.
- 25.2. We will not be liable for loss of or damage to any luggage unless caused by our negligence. We will also not be liable for any damage or fair wear and tear to luggage that would reasonably be expected from the usual rigours of transportation.

26. Issues or complaints

If you have an issue or a complaint, please let your group organiser, the driver or the relevant hotel representative know immediately. If your complaint cannot be completely resolved locally, you must obtain and return a Holiday Report Form which can be obtained by your driver or local representative. You must ensure you keep a copy. If you remain dissatisfied, please follow up with us in writing within 14 days of your return home, providing your original booking reference number and all other relevant information. You must communicate any issue or complaint to the supplier of the services in question and to us. If you fail to comply with this section 26, we cannot accept responsibility as we would have had no opportunity to investigate and/or rectify.

27. Events beyond our reasonable control

Travel might be affected by events beyond our reasonable control. We will make reasonable efforts to limit or mitigate the effect of any such events and will try to keep you informed on the circumstances, but we will not be liable to you if travel is affected or you suffer or incur any loss as a result of such events.

28. Use of your data

- 28.1. We will only use your personal data as set out in our privacy policy, which can be accessed at <u>greenlinecoaches.com/privacy</u>. For full details of how we use your data, please read the privacy policy.
- 28.2. You may provide us with personal data about other people (for example, where you make a booking on behalf of a group). Where you provide the details of other individuals, you must ensure you have their permission to do so. Please tell each person named on your booking to read our privacy policy if they want details of how we use their data.

29. Third-party rights

No individual or business other than you, us and any person named on the booking has any right to enforce any term of these T&Cs.

30. Governing law and jurisdiction

- 30.1. The laws of England and Wales apply to these T&Cs and your booking, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.
- 30.2. Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the United Kingdom in which you live.