

Les Holland Logistics (LHL) Limited

Trading as **Les Holland Coach Travel**

Registered Office: 21 Robinswood Drive, Hull, HU7 4ZD www.leshollandcoachtravel.co.uk

Terms & Conditions

1. These General Booking Conditions (the “conditions”) are the conditions of Les Holland Logistics (LHL) Limited trading as Les Holland Coach Travel (“the operator”) and they apply whether or not a contract of carriage has been entered into as a result of a quotation being offered and accepted or whether a contract has been made verbally or in writing.
2. For the avoidance of doubt these conditions apply to anyone who books a seat on any of the operator’s services as well as to anyone who makes a booking or bookings and or hires a vehicle or vehicles on behalf of themselves or on behalf of anyone else. In these conditions a hirer is defined as anyone who makes any booking with the operator for the use of any service provided by the operator whether on their own behalf and or on behalf of anyone else. Any person who travels on any of the operator's services shall be considered to have agreed to be bound by these conditions. For the avoidance of doubt this shall include the operator’s vehicle hire services as well as its day trips and day excursions and coach breaks and coach holidays.
3. It is agreed by the hirer that these conditions constitute the entire agreement between the hirer and the operator and that they supersede any previous agreement made between the parties save that the operator may notify the hirer of alternative cancellation conditions applying to certain specified coach excursions and tours.
4. Where the hirer makes a booking on behalf of the hirer and or one or more other passengers, the hirer acts on behalf of all those passengers for whom the hirer has made a booking. Where the hirer hires one or more of the operator's vehicles, the hirer acts on behalf of all passengers travelling in each vehicle hired. If the hirer is a group, or limited company or partnership, an individual must be named as the responsible person.
5. A booking is made when it is entered on the operator’s reservation system. Unless otherwise stated the operator will normally issue a confirmation of booking form. The hirer is required to check the confirmation of booking form immediately upon receipt and to notify the operator in the event that the confirmation of booking form does not completely accurately detail the booking made by the hirer.
6. The hirer is responsible for the decisions and actions and omissions of (1) all passengers for whom the hirer has made a booking and or (2) all passengers on board each and every vehicle hired by the hirer. The hirer is also responsible for any additional costs incurred in performing the contract, whether or not the hirer actually travels with any of the passengers. If the hirer does not travel with all the passengers, a nominated representative must be chosen, and the operator must be notified in writing prior to the hire taking place.
7. The operator will only accept instructions from the hirer or the hirer's responsible person or the hirer’s nominated representative as appropriate.

8. Making a booking will be deemed to signify acceptance of these conditions if the hirer has been offered a copy of these conditions prior to making a booking whether or not Page 2 the hirer or the hirer's servants or agents has actually considered the conditions before making the booking. For the avoidance of doubt the offer to provide a copy of these conditions may be made orally or in writing.

9. Making a booking will also be deemed to signify acceptance of these conditions if a copy of these conditions has been given to the hirer at any time, or if the hirer has been advised verbally of all the significant terms contained in these conditions before the hirer makes a booking.

10. Where a hirer makes a booking before receiving these conditions and without being advised verbally of all significant terms and without being aware of the existence of these conditions the hirer may cancel the contract without liability to the operator within 48 hours of either becoming aware of the existence of these conditions or of receiving these conditions.

Quotations

11. Quotations are given on the basis of the service specified by the operator and on information provided by the hirer. The route used will be at the discretion of the operator unless it has been particularly specified by the hirer and agreed by the operator in which case it will be clearly shown on the confirmation of booking form. No variations of or amendment to these conditions or any quotation or proposal shall be binding on the operator unless it is expressly agreed in writing in advance by the operator.

12. All quotations are given subject to the operator having a suitable vehicle at the time the hirer accepts the quotation. Quotations are valid for 28 days unless otherwise notified. Quotations are given for vehicle and driver only. Any additional charges will be separately identified and will be the hirer's responsibility unless otherwise specified.

13. Unless otherwise stated, all admission charges, meals, accommodation, parking charges and road tolls are not included in the quoted price.

14. The operator reserves the right to amend any part of its service brochure material. In its absolute discretion the operator reserves the right to refuse a booking.

Use of the vehicle(s)

15. The hirer should not assume use of the operator's vehicle(s) between outward and homeward journeys, nor should the hirer assume that the vehicle will remain at the destination for the hirer's use unless this has been agreed with the operator in writing in advance. Route and time variation

16. Please note that the operator's itineraries are for guidance only and may be varied at the discretion of the operator and or the operator's driver(s). It is the responsibility of the hirer and each passenger to be at the correct joining point at the time given. The operator's vehicles will not wait any longer than 5 minutes after the arranged time.

17. Should a vehicle be detained by the hirer or taken on a longer journey than that contracted for, the operator reserves the right to make an additional hire charge. Page 3 During the hiring the vehicle driver is the sole judge of the reasonableness of any request for a change of route and or a variation of the timetable.

18. In any event the vehicle or vehicles will depart at times agreed with the hirer and the operator will not be liable for any loss or injury sustained by any passenger who fails to join a vehicle at the appointed time.

19. The operator reserves the right to levy additional charges for additional mileage or time to that which is agreed.

20. Where possible the vehicle or vehicles will depart at times agreed by the hirer, and it is the responsibility of the hirer to account for all passengers for whom and/or upon whose behalf the hirer has booked passage at those times. The hirer agrees that the operator will not be liable for any losses incurred by passengers who fail to follow any instructions given by the hirer or the hirer's servants or agents including the hirer's responsible person or nominated representative. Drivers' hours

21. The hours of operation for the driver are regulated by law, and the hirer accepts the responsibility of ensuring that the hire keeps to the hours and times agreed by the operator.

22. Neither the hirer nor any passenger shall delay or otherwise interrupt the journey in such a way that the driver is put at risk of breaching the current regulations relating to driving hours, duty time and break or rest periods. If any breach occurs, the hirer will be responsible for any additional hire charges.

23. The operator reserves the right to curtail or otherwise alter any hire which does not comply with the relevant regulations without liability to the hirer or the hirer's passengers. Seating capacity

24. The hirer must not load any vehicle beyond the number of passengers which it is legally permitted to carry.

25. The operator will only agree to carry passengers under the age of 18 years if such carriage has been expressly confirmed in writing by the operator at least 7 days before the date when the carriage is due to take place. Under no circumstances will children under the age of 14 be carried unless accompanied by an adult.

26. At the time of booking, the operator will agree and specify the legal seating capacity of the vehicle to be supplied. The hirer must not load the vehicle beyond this capacity. Under no circumstances may any courier seat be used by the hirer and or the hirer's passengers. Conveyance of animals

27. No animals (other than guide dogs and hearing dogs notified to the operator in advance) may be carried on any vehicle without prior written agreement from the operator.

Confirmation

28. Written confirmation by the operator is the only basis for the acceptance of a hiring or for the subsequent alteration to the operator's conditions unless the operator agrees otherwise, such agreement to be notified to the hirer in writing.

29. At its absolute discretion the operator reserves the right to refuse any booking.

Payment

30. Any deposit requested by the operator must be paid by the date stated, and payment in full must be made at least 14 days before the start of the hire unless otherwise stated by the operator or agreed in writing with the operator. The operator will accept payment by cash or cheque. Debit card bookings are accepted by telephone or by online booking. Credit card bookings are also accepted as above but are subject to a 2.5% administration charge. In the event that payment is made from a non-UK bank the hirer is required to add an additional sum of £9.00 to cover bank transfer fees.

31. For any late payment, the operator reserves the right to add interest at the rate of 5% per annum or 2% above the base rate of Barclays Bank PLC whichever is higher, calculated on a daily basis starting with the date by which payment should have been made. Failure to pay any outstanding balance due on time may result in cancellation and liability by the hirer to the operator for the operator's cancellation charges as set out in conditions 32 below or as otherwise stated (reference condition 3 above).

Cancellation by the hirer

32. In the event of cancellation by the hirer of any booking the operator reserves the right to retain the hirer's deposit.

Cancellation by the operator

33. The operator reserves the right to cancel any excursion or tour with less than 20 passengers. In that event where possible the operator will contact the hirer and or the hirer's passengers not less than 24 hours before the time of the first pick up in order to confirm that cancellation and the operator also confirms that if such a cancellation is necessary then it will refund all money paid in advance.

34. In the event of any emergency, force majeure, riot, civil commotion, strike, lock out, stoppage or restraint of labour or on the happening of any event over which the operator has no control (including adverse weather and road conditions) or in the event of the hirer taking any action to vary the conditions unilaterally, the operator may, by returning all money paid without further or other liability, cancel the contract.