

CONDITIONS OF THE BOOKING

- 1 Definitions**
- "Booking"** means the order placed with the Company in accordance with the particulars contained on the Booking Form.
- "Booking Form"** means the form to which these Terms are attached.
- "Company"** means Soul Bros. Ltd or Soul Bros Ltd trading as/ or Cunningham Coaches, registered in England and Wales under Company Number 00721052.
- "Contract"** means the contract for the provision of the Services.
- "Hire Charge"** means the charges for the Services provided by the Company in accordance with the Booking.
- "Hire Period"** means the entire period from the commencement of the first journey under the Booking to the termination of the last journey under the Booking
- "Hirer"** means the person firm or Company who places the Booking whether for himself/itself or on behalf of any other person firm or company.
- "Services"** means the services and supply of coach transport by the Company to the Hirer specified in the Booking Form.
- "these Conditions"** means the terms and conditions for the Bookings set out in this document.
- 2 Formation**
- 2.1 All Bookings, whether written or verbal are accepted subject to and incorporate these Conditions to the exclusion of any other conditions.
- 2.2 No Contract exists between the Hirer and the Company for the supply of the Services until the Company has received the Hirer's signed copy of the Booking Form.
- 2.3 No variation of the Contract between the Company and the Hirer shall be effective unless agreed to by the Company in writing.
- 2.4 Any Booking made by the Hirer and accepted by the Company by letter or telephone shall not bind the Company in any way unless and until the Hirer has paid the minimum deposit as specified in the Booking Form and the Company has received the Hirer's signed copy of the Booking Form.
- 2.5 Any Booking made by a Hirer who has not attained the age of 18 years on the date of the Booking Form shall be void.
- 3 Value Added Tax**
- All quotations or estimates or prices given by the Company shall be net of Value Added Tax (unless otherwise stated in writing by the Company).
- 4 Price**
- The agreed price shall apply only in respect of the Hire Period and journey and the Company shall be entitled to charge at its discretion for any variation thereto howsoever caused at the Company's standard hourly rate and mileage charge. The Company shall also be entitled to increase the Hire Charge at its discretion to cover increases in operating costs between the date of the Booking and the start of the Hire Period.
- 5 Payment**
- 5.1 A non-returnable deposit of at least 20% of the total price must be remitted to secure a Booking unless otherwise agreed by the Company.
- 5.2 Payment of the balance of the Hire Charge must be made:
- (a) 14 days after despatch of the invoice by the Company to the Hirer, or
- (b) (At the option of the Company) not later than 7 days prior to the commencement of the Hire Period as notified to the Hirer in the Booking Form.
- 5.3 Where the Company notifies the Hirer that it requires payment of the balance of the Hire Charge to be made before the commencement of the Hire Period the failure of the Hirer to make such payment strictly within the set time limit shall entitle the Company to cancel the Booking and retain the deposit.
- 5.4 If payment is not made on the due date, the Company will be entitled to charge interest on the unpaid balance of the Hire Charge at the rate of 8% above the Base Lending Rate for the time being in force of The Bank of England.
- 6 Alterations**
- The Hirer is not entitled to make any alterations to the Booking but the Company may at its discretion accept alterations to the Booking notified to it at least 48 hours prior to the commencement of the Hire Period but no alterations shall be binding upon the Company in any way unless such alterations have been confirmed in writing by the Company prior to the commencement of the Hire Period.
- 7 Cancellation**
- 7.1 If the Hirer purports to cancel the Booking the following cancellation charges will be made:
- (a) If the cancellation is notified to the Company in writing not less than 7 days before the commencement of the Hire Period the cancellation charge will be £10 or the deposit paid whichever is the greater;
- (b) If the cancellation is notified in writing to the Company not less than 48 hours before the commencement of the Hire Period the cancellation charge will be 25% of the Hire Charge;
- (c) If the cancellation is notified in writing to the Company less than 48 hours before the commencement of the Hire Period the cancellation charge will be 50% of the Hire Charge;
- (d) If no written notice of cancellation is given to the Company the Hire Charge will be payable and in addition to all other costs incurred or payable by the Company for any additional services to be provided to the Hirer by any third party in accordance with the Booking (e.g. meals, accommodation and ferry charges).
- 7.2 Any cancellation of the Booking by the Hirer due to inclement weather conditions may be charged in accordance with and at the rates specified in clause 7.1 above but such charges shall be entirely at the discretion of the Company.
- 8 Performance**
- 8.1 The Company reserves the right to sub-contract a vehicle from any other person firm or company whenever necessary at its discretion to carry out its obligations under the Contract.
- 8.2 The Company reserves the right to supply a larger vehicle than provided for in the Booking in which case there will be no additional charge to the Hirer unless any extra seating is utilised.
- 8.3 The driver of the vehicle provided shall be responsible for the vehicle throughout the Hire Period and the driver may:
- (a) refuse admission or eject from the vehicle any person; and
- (b) refuse to commence or continue a journey so long as any person remains on the vehicle whom the driver has requested to leave and the driver's discretion in such circumstances will be final.
- 8.4 Unless otherwise mutually agreed between the Company and the Hirer in writing the most direct route will be taken to and from a destination and any deviations required by the Hirer will be subject to an additional charge.
- 8.5 In order to ensure compliance with statutory rules and regulations the Company's driver will adhere to the journey times specified in the Booking.
- 8.6 The Company may employ different vehicles and drivers throughout the course of the Hire Period and a vehicle may be used by the Company for other duties during breaks in the Hire Period unless terms of the Booking provide that the vehicle is to remain on stand-by throughout the entirety of the Hire Period. If the Hirer requests in writing that the vehicle remain on stand-by throughout the entirety of the Hire Period following receipt of the Hirer's signed copy of the Booking Form by the Company in accordance with clause 2.2 the Company may make an additional charge to the Hirer.
- 9 Hirer's Obligations**
- 9.1 The Hirer shall be responsible for supplying to the Company details of specific pick-up and drop-off points for passengers.
- 9.2 The Hirer shall be responsible for supplying details of the specific pick-up and drop-off points to his passengers.
- 9.3 The Hirer may not sublet loan or licence any vehicle of the Company or the Services without the written consent of the Company.
- 9.4 The Hirer shall be responsible for the proper conduct of the passengers whilst being carried in the Company vehicle and in particular shall ensure that:
- (a) Smoking is not permitted on the Company vehicle;
- (b) No alcoholic drinks are consumed on the Company vehicle;
- (c) Food in particular greasy foods are not consumed on the Company vehicles unless agreed in advance in writing with the Company;
- (d) Passengers do not stand or kneel on the seat of the Company vehicle and do not by virtue of their conduct directly or indirectly damage or cause damage to the Company vehicle.
- (e) Passengers are not abusive or threatening to the driver;
- (f) Passengers do not conduct themselves in a way which may endanger themselves, the Company vehicle or the driver;
- (g) Passengers do not obstruct or allow any of their luggage to obstruct any aisle or emergency exit on the Company vehicle;
- (h) Passengers do not board the Company vehicle whilst under the influence of alcohol or drugs;

- (i) None of the following items of luggage are brought onto the Company vehicle without the prior written consent of the Company: any weapons, explosives, drugs or solvents (other than medicines), live or dead animals, fish or insects, frozen items or any items which are in the driver's opinion unsafe, or may cause injury or damage to property or are considered by the driver to be unsuitable for carriage by reason of their weight, size, shape or character, or which are fragile or perishable, or items with sharp or protruding edges;
- (j) Passengers do not board the Company vehicle whilst seriously ill or suffering from any serious contagious illness.
- (k) Passengers wear the seatbelts provided at all times whilst seated;
- (l) No animals board the Company vehicle except for guide dogs accompanying registered blind persons and hearing dogs accompanying deaf persons;
- 9.5 The Hirer shall indemnify the Company in respect of all loss and damage caused to the Company vehicle directly or indirectly by the conduct of his passengers or any one or more of them.
- 10 Cancellation by the Company**
- 10.1 The Company shall be entitled to cancel the Contract without returning the deposit to the Hirer and without payment of any compensation to the Hirer in any of the following circumstances:
- (a) Where the Hirer has failed to pay the balance of the Hire Charge prior to commencement of the Hire Period when requested so to do by the Company; or
- (b) Where the Hirer or any person associated or connected with the Hirer has failed to pay the Hire Charge or any other sums owing to the Company in relation to the Booking or any other Booking with the Company whether made prior to or after the Booking made by the Hirer; or
- (c) Where the Hirer has breached any of these Conditions; or
- (d) Where the Company has reasonable cause to believe that the Hirer has acted in breach or is likely to act in breach (whether by the Hirer or in conjunction with any passengers) of these Conditions; or
- (e) Where the Company has reasonable cause to believe that the Hirer will have difficulty in making full payment of the Hire Charge; or
- (f) Where the Hirer becomes bankrupt, goes into liquidation or administration, makes any arrangement or composition with his or its creditors or a receiver or administrative receiver is appointed over any of the assets of the Hirer.
- 10.2 A delay by the Company in acting on a breach of these Conditions will not be regarded as a waiver of the breach.
- 10.3 Termination of the Contract will not affect either party's outstanding rights and duties, including the Company's right to recover any money owing to it under these Conditions.
- 11 Liability of the Company**
- 11.1 Subject to Condition 11.2 if the Services requested by the Hirer are not available due to any existing or anticipated national emergency adverse weather conditions unforeseen or unavoidable shortage of drivers vehicles accident breakdown traffic conditions trade disputes or any reason beyond the Company's reasonable control the Company may cancel the Contract in which case the Company will refund to the Hirer his deposit without any further liability to the Hirer.
- 11.2 If the Company can only partially perform the Services or there is a delay in the Company performing the Services and such partial performance or delay is due to any reason beyond the Company's reasonable control the Company shall not be liable to the Hirer for a full or partial refund of the deposit for the Hire Charge nor shall the Company be liable to the Hirer for any loss or damage suffered by the Hirer as a consequence thereof.
- 11.3 The Company shall not be liable to the Hirer or any passengers of the Hirer for any loss or damage to any property of the Hirer or any passengers of the Hirer on the Company vehicle (other than in respect of physical damage caused to any such property by virtue of any negligent act of the Company's driver).
- 11.4 The Company shall not be liable to the Hirer or any passengers of the Hirer for any consequential loss or damage arising from any failure of the Company to perform its obligations including consequential loss and damage arising by virtue of any inclusive arrangements made by the Hirer with any person firm or company and in the event the liability of the Company to the Hirer and any of his passengers shall not exceed the total Hire Charge.
- 11.5 Nothing in these Conditions affects any liability for death or personal injury caused by the Company's negligence or for fraudulent misrepresentation or the Hirer's rights as a consumer.
- 12 Lost Property**
- 12.1 If lost property is recorded in the Company's lost property register the Company will store the lost property at a location decided by the Company but all such storage will be at the Hirer's risk. The Company may charge the Hirer a reasonable administration fee for the storage of the Hirer's or his passengers' lost property and to cover the cost of any reward (relative to the value of the lost property) given to the finder of the lost property.
- 12.2 If lost property which is stored by the Company in accordance with Condition 12.1 is not collected by the Hirer or one of his passengers within 1 month of the Company receiving or finding it, the Company reserves the right to dispose of the lost property in any manner it wishes, including by destruction or sale, and shall be entitled to keep any sale proceeds. The Company shall be entitled to open and examine any lost property. If there are any items of lost property that the Company considers to be dangerous or perishable, or otherwise unsuitable for storage, the Company shall be entitled to dispose of those items of lost property within 48 hours of receiving or finding such items.
- 13 General**
- 13.1 The Company may assign or sub contract the Contract if this is necessary for operational reasons or in connection with a business transfer or reorganisation. Otherwise the Contract is not transferable by either party.
- 13.2 Nothing in the Contract gives any right to any third party to enforce any provision under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 13.3 Personal data given to the Company its agents or representatives by the Hirer may be kept on record by the Company and used and disclosed by the Company for the purposes of administering the Booking, performing and exercising any rights under the Contract and complying with any legal obligations the Company including but not limited to, making available such data to government agencies or other persons in connection with the Booking. In carrying out this purpose, the Company may disclose the Hirer's personal data to its own agents and representatives, sub-contractors or government agencies. The Hirer consents to this receipt, use, disclosure and transfer of his and his passengers personal data.
- 13.4 Each of the provisions of these Conditions shall be separate and severable. Should any provision be invalid or unenforceable it shall be severed from these Conditions and the remaining provisions of these Conditions shall continue in full force and effect and be amended as far as possible to give valid effect to the intentions of the parties under the severed provisions.
- 13.5 These Conditions and the Contract will be subject to English Law and the English Courts will have jurisdiction in respect of any dispute arising from the Contract.