

Cuuku'XKR - 'Day Trip Booking Terms

DAY TRIP BOOKING CONDITIONS

All bookings are made subject to the following terms and conditions, which are listed in alphabetical order. Your contract is with Cuuku'XKR.

- 1. Admission charges** these are not included unless stated in writing at time of booking.
- 2. Alcohol** Not permitted to be consumed inside the coach.
- 3. Amendments** You can transfer a day trip to another of equal or greater value *provided* the request is made no later than 7 days before departure date and subject to payment of a £5 administration fee.
- 4. Animals** Not permitted - guide dogs or hearing dogs excepted, UK trips only.
- 5. Booking** Fares must be paid in full before departure date.
- 6. Brochure and web site accuracy** The information in this brochure is believed to be accurate but cannot be guaranteed.
- 7. Cancellation by Cuuku'XKR** Customers will be notified no later than seven days before departure and given a full refund. In these circumstances, no compensation is payable.
- 8. Cancellation by passenger** Cancellations are strictly subject to the following charges:- Seven days or more before departure date - 50%. Less than seven days before departure date - no refund. Where other services are included i.e. issue of theatre tickets, admission tickets to a particular attraction etc., refunds are subject to the conditions of the supplier. ***All refund requests must be made in writing*** to our Head Office PLEASE NOTE for those day trips that are priced on an all-inclusive basis the ticket cost will be excluded in any refund calculation.
- 9. Children's fares** Apply between the ages of 3 and 16. Children under 3 and not occupying a seat may travel free. All children must be accompanied by a full fare-paying adult.
- 10. Complaints** Should be made in writing **only** to the Manager at our Head Office, within 14 days of the date of the trip.
- 11. Disabled persons** We offer the same standard of service to all customers including the disabled. Wherever possible, we will accommodate disabled people, although we are

limited in the number of places we can provide. Please notify us of any disability at the time of booking.

12. Gratuities It is customary to give the driver and guide (if applicable) a gratuity according to the level of service received.

13. Group concessions please enquire.

14a. Late arrival of Customer We will not be responsible, under any circumstances, for customers failing to board the coach at their allotted time or when instructed by the driver. Any additional travel costs incurred by the customer in those circumstances are not refundable. In extreme lateness(exceeding 30 minutes) the coach may be forced to leave without absent passengers. No refunds or compensation will be payable.

14b Late arrival of Coach For whatever reason, should the coach be late in arriving at its designated pick up point, at the day trip attraction itself or the return drop off we will not be liable to offer any form of compensation.

15. Lost property should be claimed and collected from our Head Office within two weeks of travel.

16. Luggage and shopping is carried at owner's risk and must be clearly labelled. We are not responsible for any loss or breakages

17. Passports/Visas It is the responsibility of the customer to check whether passports and or visas are required for European day trips. **18. Radios, MP3 players, musical instruments etc** must not be played inside the coach. Excessive use of mobile phones is prohibited. **19. Seat numbers** Due to different coach configurations and for operational reasons we may have to allocate different seat numbers, although this will be avoided as far as possible.

20. Senior Citizen concessions Apply to those over the age of 60.

21. Setting down We set down in reverse order to the pick up circuit but in exceptional circumstances we may have to set down in the same picking up order or other as appropriate.

22. Smoking is prohibited. Offenders will be refused travel

23a Times-destination We are unable to specify the arrival point or time at the day trip destination and similarly the departure point and time as these may vary.

23b Times-home These are the approximate range of arrival times under normal traffic conditions.

24. Trip curtailment Should a day trip subsequently have to be curtailed due to unforeseen circumstances such as mechanical or other coach defects, any compensation shall be at the total discretion of Cuckin'XR. **Unreasonable conduct** We will refuse a booking or terminate a passenger's travel in the event of unreasonable conduct. Unreasonable conduct includes drunkenness and failure by the customer to return to the coach at the time instructed by the driver in which case the driver will be entitled to depart and we shall not be held responsible for any extra travel or other costs subsequently incurred by the customer.

25. Web bookings Discounts for web bookings apply to those booked on the internet only. We cannot pass this discount on to any booking made by telephone.

Terms and Conditions

Conditions of Private Hire

1. Coach Hire (private Hire) terms and conditions. These conditions apply whether a contract is made verbally or in writing. All hire falls within the terms of these conditions unless it is expressly agreed otherwise between the two parties in writing.

The Hirer contracts the Company for Private Hire upon behalf of the Hirer and as an agent for all passengers travelling on the vehicle. The Hirer warrants that he/she has the full authority of all passengers (or their agent) to enter into this contract on their behalf and to accept these conditions of Hire.

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 should 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.

If the hirer is not going to travel with the party, a representative should be chosen and they must make arrangements for the organisation of passengers travelling on the vehicle. ~~CuukivXKR~~ must be informed who this is prior to the hire taking place. The company will only accept instructions from the hirer or their nominated representative. Where a copy of these conditions has been given to the hirer at any time, or the hirer has been advised verbally of all significant terms, making a booking will be deemed to signify acceptance of them. Where a hirer makes a booking before receiving these conditions and without being advised verbally of all significant terms, the hirer may cancel the contract without liability to the operator within 48 hours of receiving these conditions. Otherwise, the hirer will be deemed to accept these conditions.

2. Quotations

Quotations are given on the basis of the 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 or invoice.

All quotations are given subject to the company having available a suitable vehicle at the time the hirer accepts the quotation. Quotations are valid for 28 days unless otherwise notified. 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. This includes any tickets and coach parking charges.

3. Use of the Vehicle

Although a confirmation may state 'Vehicle to Stay – Yes', the hirer cannot assume the use of the vehicle between outward and return journeys, nor that it will remain at the destination for the hirer's use unless this has been agreed with the company in advance.

4. Route and Time Variation

The company reserves the right to levy additional charges for additional mileage or time to that agreed. (They cannot be agreed solely with the driver on the day of travel). These extra charges are available on request. The vehicle will depart at times agreed by the hirer at the time of booking, 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 conform with the agreed arrangements.

5. Drivers' Hours

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 nor 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. The calculation of any additional costs will be as in condition 4.

6. Seating/ luggage Capacity

The company will, at the time of booking, agree and specify the legal seating capacity of the vehicle to be supplied. The hirer must not load the vehicle beyond this capacity. The hirer must specify if significant (heavy or voluminous) luggage is to be carried as a larger vehicle may be required in these cases.

7. Conveyance of Animals

On a 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.

8. Confirmation

normally, written confirmation by the company is the only basis for the acceptance of a hiring or for a subsequent alteration to its terms. (See also 4 above)

9. Payment

Any deposit requested must be paid by the date stated, and payment in full must be made in accordance with our terms of trade unless otherwise agreed by the company. The

company reserves the right to add interest at the rate of 2% per annum above the base rate of the Bank of England base rate, calculated on a daily basis, from the date by which payment should have been made.

10. Cancellation by Hirer

a. If the hirer wishes to cancel any agreement, the following conditions and charges will apply in relation to the total hire charge (where more than one vehicle is booked the charges will apply to each vehicle cancelled).

NOTICE GIVEN / CHARGE

28 days or more loss of deposit / Less than 28 days full hire charges apply

b. The cost of accommodation, ferries, tunnels, visits, meals and theatre tickets which have already been purchased by the company at the request of the hirer, will be charged to the hirer, plus any administration charges incurred by the company.

c. Cancellation due to inclement weather conditions will be charged as above.

d. Theatre tickets* once purchased are not returnable and must be paid for in full. (* or other such ancillary service)

11. Cancellation by the Company

In the event of any emergency, riot, civil commotion, strike, lock out, stoppage or restraint of labour or on the happening of any event over which the company has no control (including adverse weather and road conditions) or in the event of the hirer taking any action to vary agreed conditions unilaterally, the company may, by returning all money paid (In the latter case cancellation fees will apply) see 10 above) and without further or other liability, cancel the contract.

12. Vehicle to be Provided

a. 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.

b. The company reserves the right to substitute another vehicle, or combination of vehicles (including those of other operators) or ancillary facilities for all or part of the hiring. Where a combination of vehicles is used the combination will be at least equivalent in seating capacity.

13. Delays

The company gives its advice on journey time in good faith. However, as a result of 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.

14. Agency Arrangements

Where the company hires in vehicles from other operators at the request of the hirer and where the company arranges ancillary facilities such as meals, accommodation, ferries,

admission tickets or any other services provided by another supplier, it does so as agent for and on behalf of the hirer. Any terms and conditions imposed by such other suppliers through the company shall, insofar as they are supplied to the hirer, be binding on the hirer as if he had directly contracted such services and the hirer shall indemnify.

Please note that all hiring is subject to these terms and conditions. Other types of service may be subject to separate (Written) Terms and conditions. These would need to be agreed before any journey is made.

The company reserve the right to amend these terms and conditions from time- time in order to conform with legislation and business practices. Where this is the case the company will inform any hirer of the changes and publish the Terms and Conditions on its web site: