

## DOLPHIN AUTOS LIMITED GENERAL BOOKING CONDITIONS

### Application

1. These General Booking Conditions (the "conditions") are the conditions of Dolphin Autos Nch Ltd Limited trading as Dolphin 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 om1ss1ons 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 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 this

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 7 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. 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.
18. The operator reserves the right to levy additional charges for additional mileage or time to that which is agreed.
19. 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**

20. 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.
21. 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.

### **Seating capacity**

22. The hirer must not load any vehicle beyond the number of passengers which it is legally permitted to carry.
23. 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.
24. 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**

25. 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**

26. 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.
27. At its absolute discretion the operator reserves the right to refuse any booking.

### **Payment**

28. Any deposit requested by the operator must be paid by the date stated, and payment in full must be made at least 7 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 administration charge.

### **Cancellation by the hirer**

29. In the event of cancellation by the hirer of any booking the operator reserves the right to retain the hirer's deposit and the hirer agrees that the following scale of charges will apply in relation to the total hire charge:

Notice given	Coach hire charges
7 Days or under	20% of Hire
Day of hire before arrival of vehicle at departure point	At least 85% of hire
At or after arrival of vehicle at departure point	100% of hire

30. The hirer will also be liable to reimburse the operator for the cost of any other services, including but not limited to accommodation, meals and theatre/ferry tickets which have already been purchased by the operator at the request of, and as the agent for, the hirer, in addition to any administration charges incurred by the operator.

### **Vehicle to be provided**

31. The operator reserves the right to provide a larger vehicle than specified at no additional

charge

32. The operator reserves the right to substitute another vehicle or other vehicles (including those of a third party) or ancillary facilities for all or part of the hiring subject to such substitutes being of at least an equivalent standard.
33. For the purposes of these conditions 'vehicle' shall be defined as the coach, bus, minibus or other road vehicle provided by the operator and or the operator's servants or agents (including vehicles supplied by a third party)

#### **Breakdown and delays**

34. Any advice on journey time which the operator gives is given in good faith. However, the hirer agrees that the operator cannot be held responsible for any failure to meet any published journey schedule and or itinerary as a result of breakdown or traffic congestion or any other event beyond the reasonable control of the operator.
35. The hirer agrees that the operator cannot be held responsible for failure of Air Conditioning on vehicles where this has been requested.

#### **Coach break information - Day excursions and coach breaks**

36. Bookings must be made in advance. Front seats may be reserved subject to availability and a hire supplement which will be advised by the operator on booking.
37. Payment is required at the time of booking.
38. Prices do not include any admission charges to any venue unless otherwise stated.

#### **Passengers' property**

39. All vehicles hired by the operator are subject to restrictions on carrying luggage for statutory safety reasons. The hirer accepts that the driver shall be the sole judge as to whether and to what extent passengers' property is carried. Large bulky items may not be able to be carried, and the hirer should take steps to notify the company in advance of such requirements.
40. The hirer and or the hirer's passengers are required to notify the operator in the event that they wish the operator to carry any wheelchair of whatever type or size such notification to include details of the height, width and depth dimensions and the weight of the wheelchair as well as details as to the extent to which the wheelchair is capable of being dismantled in which event the operator must be notified of the full dimensions and weight of each separate part. The operator will then investigate whether or not it is able to carry any such wheelchair and will confirm the basis if any upon which it will agree to carry that wheelchair. Notification by the hirer under this condition must be provided to the operator before any booking is made. The operator will not be under any obligation to carry any wheelchair unless the terms of this condition have been complied with.
41. The operator will not accept liability for any damage to or loss of any property left on a vehicle by a passenger.
42. All articles of lost property recovered from the vehicle will be held at the operator's premises where the vehicle is based and will be subject to the current Public Service (Lost Property) Regulations, as amended. The operator will provide details of this legislation on request.
43. The operator accepts no liability for any personal property of the hirer or the hirer's passengers and it is the responsibility of the hirer and the hirer's passengers to take all reasonable steps to avoid loss or damage. The hirer should notify the operator or the driver if items of exceptional value are to be carried on the vehicle. It is the hirer's responsibility to minimise the risk of loss if property is left unattended.

44. Notwithstanding the terms of above, if the operator its servants or agents were to be found to be liable for damage caused to the hirer's property or to the hirer's passengers' property, it is expressly agreed by the hirer that the operator's liability for loss and damage to property, however caused, is limited to £250.00 per bag, case or package with an overall limit of £500.00 maximum per passenger (which is agreed to be the overall claim value).
45. It is the responsibility of the hirer to ensure that the property of the hirer and the hirer's passengers are fully insured separately for loss and or damage.
46. For the avoidance of doubt, the limits referred to in above do not apply to personal injury claims.

#### **Conduct of passengers**

47. Only lightweight items may be placed in the overhead rack and passengers are asked to place briefcases and other property of that nature on the floor within their seat space. Where space allows, large items of luggage will be accommodated in the under floor or rear lockers on request to the driver.
48. Please note that nothing may be allowed to obstruct the gangways or exits and very large quantities of luggage may not be carried except by prior arrangement. Please note that pedal cycles cannot be carried!.
49. Smoking is not permitted on any of Dolphin's Coaches.
50. The driver is responsible for the safety of the vehicle at all times, and as such may remove any passenger at the driver's absolute discretion including those whose behaviour prejudices safety or is in breach of the Public Service Vehicle (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990 as amended. These Regulations can be obtained from the operator on request.
51. In addition to it is agreed by the hirer that any of Dolphin's management or supervisory staff shall be empowered to require a passenger to leave a coach should their behaviour be a danger to themselves, or a danger or a nuisance to other passengers or a danger to other road users. Such behaviour shall include consumption of alcohol, noise from any other instrument, radio or recorded sound player, unpleasant language or threatening behaviour.
52. The operator may at its absolute discretion and without further liability to the hirer or the hirer's passengers agree at the expense of the hirer or the hirer's passengers paid in advance to return any item of lost property by courier or post provided the owner of such lost property provides satisfactory evidence of ownership. What constitutes satisfactory evidence of ownership shall be in the absolute discretion of the operator. In the event that the return of lost property is agreed under the terms as set out above the hirer or hirer's passenger shall agree that the operator shall have no liability for the safe return of any lost property after it has left the operator's premises.
53. The hirer is responsible for any nuisance or damage to the vehicle including but not limited to liquid spillages and vomit caused or contributed to by the hirer and or any passenger on whose behalf the hirer has booked passage on any of the operator's services for the duration of the period of hire. The responsibility referred to in this condition shall include being liable to reimburse the operator for the costs of any vehicle cleaning which may be required.
54. Where the hire is to a sporting event, the hirer should be aware of the legal requirements relating to alcohol, contained in the Sporting Events (Control of Alcohol) Act 1985 (as amended) and the conditions of entry to race courses as laid down by the Race Course It is a strict term of these conditions that the hirer and the hirer's passengers shall at all times

during any journey which is subject to these conditions take all reasonable steps to avoid causing damage to any of the operator's vehicles. The hirer agrees that the operator and or the operator's driver(s) shall be permitted to require passenger or passengers to leave the vehicle in the event of their failure to take all reasonable steps to avoid causing damage to any of the operator's vehicles.

55. It is a strict term of these conditions that the hirer and the hirer's passengers shall at all times during any journey which is subject to these conditions take all reasonable steps to avoid causing or contributing to any activity which may distract the driver and or affect the safe driving of the vehicle(s) and or the safety of everyone on the vehicle(s) . The hirer agrees that the operator and or the operator's driver(s) shall be permitted to require any passenger or passengers to leave the vehicle in the event of their failure to take all reasonable steps to avoid causing or contributing to any activity which may distract the driver and or affect the safe driving of the vehicle(s).
56. It is a strict term of these conditions that the hirer and the hirer's passengers shall at all times during any journey which is subject to these conditions follow and obey all reasonable instructions given by the driver. The hirer agrees that the operator and or the operator's driver(s) shall be permitted to require any passenger or passengers to leave the vehicle in the event of their failure to follow the driver's reasonable instructions.
57. In the event that a passenger or passengers are required to leave the vehicle for any reason including but not limited to the reasons set out in above it is agreed by the hirer that no claim will be made against the operator by the hirer or the hirer's passengers for any costs associated with or incurred because of the requirement of one or more passengers to depart the operator's vehicle. Costs associated with or incurred because of the requirement of one or more passengers to depart the operator's vehicle shall include not only any costs of the passenger(s) who are required to leave the vehicle but also costs of any passengers remaining on the vehicle including but not limited to costs arising from the late arrival of the operator's vehicle or vehicles to any stop or transfer point on its itinerary including its destination.

### **Liability**

58. It is the responsibility of the hirer and the hirer's passengers to make sure that they carry comprehensive travel insurance to cover themselves for all risks including but not limited to loss of property, loss of holiday, loss of enjoyment, the need for full medical cover including the costs of medical (including surgical) treatment and or emergency repatriation, damage to property and personal injury. The operator most strongly recommends that all hirers and passengers take out such insurance.
59. The operator will not accept any liability in respect of illness or injury caused or contributed to by the negligent and or wilful acts or omissions of the hirer or one or more of the other passengers.
60. The operator will not accept any liability in respect of illness or injury caused or contributed to by any pre-existing medical condition of one or more of the other passengers.
61. Notwithstanding anything contained in these conditions other than the operator's liability to the hirer and or any of the hirer's passengers in contract, tort (including negligence or breach of statutory duty) or howsoever otherwise arising, shall be limited to the cost of the hire and any ancillary services supplied by the operator.
62. In the event that the hirer and or any passenger(s) of the hirer is killed or injured or becomes ill as a result of transport by ship or train or coach any liability which the operator may have to pay compensation is limited in line with the Athens Convention and or the Berne Convention and or the Geneva convention. Copies of the Conventions referred to in this condition are available from the operator on request.
63. In the event that the operator makes any payment to the hirer or to any passenger(s) of

the hirer it will only do so on the basis that the person(s) to whom any such payment is made assigns to the operator or to the operator's insurers the rights to take action against the person or organisation responsible for causing the death or personal injury or illness.

64. It may be that the operator's suppliers (such as accommodation or transport providers) will have their own booking conditions or conditions of carriage and that these conditions may be binding between the hirer and or the hirer's passengers, and the supplier. Such conditions may limit or remove the relevant supplier's liability to the hirer or any passenger(s) of the hirer. If requested to do so the operator will use its reasonable endeavours to provide the hirer and or any passenger(s) of the hirer with a copy of such terms and conditions.

### **Complaints**

65. In the event of a complaint about the operator's services, the hirer should endeavour to seek a solution at the time when the cause of the complaint arises by seeking assistance from the driver or the operator. If this does not provide a remedy, any complaint should be submitted in writing within 7 days of the termination of the hire or the completion of the service whichever takes place first in time. The operator will use its reasonable endeavours to acknowledge all complaints within 5 working days.

### **Posters**

66. No bill, poster or notice is to be displayed on any vehicle without the prior written consent of the operator.

### **Refreshment and alcoholic drinks**

67. Other than in a vehicle expressly for that purpose, food (except confectionery) and drink (including alcoholic beverages) may not be consumed on the vehicle without the prior consent of the operator and or the operator's driver(s).

### **Surcharges**

68. After a **confirmation of booking form** has been issued to the hirer, providing there are 30 days or more prior to the departure date, the operator reserves the right to pass on to the hirer increases in the cost of fuel, increases in taxes government of the UK and or other countries visited during the service booked by the hirer, increases in road tolls and increases in the cost of foreign currency.
69. No surcharges will be levied if there are less than 30 days before departure.
70. On notification of any surcharge as set out the hirer may cancel the booking subject the hirer's liability.

### **Notices**

71. The operator does accept service by email, facsimile transmission or by any other electronic form.
72. The operator may also serve the hirer with written notices by facsimile transmission or email. .

### **Miscellaneous**

73. The headings in this agreement shall not affect its interpretation.
74. If any term or provision in this agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law or for any other purpose, such term or provision shall to that extent be deemed not to form part of this

agreement but the validity and enforceability of the remainder of this agreement shall not be affected.

**Applicable Law**

75. Any contract made between the operator and the hirer under these conditions shall be considered a contract made in England and shall be governed in all respects by the law of England and the parties agree to submit to the exclusive jurisdiction of the English courts.
-