



## Conditions of Hire

**1. The Service Provision by GS Plus Ltd** GS Plus Ltd will provide a driver or drivers and a coach of sufficient seating capacity (and to the specification ordered), suitable to undertake the work detailed in a satisfactory and legal manner. The route travelled shall be at the sole discretion of the driver according to road, traffic and weather conditions at the time, unless a specific route has been agreed in writing with the customer. No price discount shall be given if the route chosen is not actually the shortest. Stops can be made at suitable points to serve the comfort of the passengers and to satisfy legal requirements regarding breaks and rest for drivers. Between outward and return journeys the coach may not remain at any destination or be accessible to passengers unless specific arrangements for this have been agreed in advance.

Although we will endeavor to complete journeys in the times required, and will give our best advice at the time of booking if asked to do so on probable journey times we cannot accept responsibility for the consequences of delays caused by circumstances or events which are beyond our control.

**1.1 Delays to Service** Save as otherwise provided in these Terms and Conditions, no responsibility or liability whatsoever can be accepted by GS Plus Ltd for traffic congestion, road accidents, adverse weather conditions or other matters outside its reasonable control which may cause delay. Both parties expressly recognize in transport such as coach hire that coaches can be late as a normal cause of business without negligence on behalf of the coach hire company (typically due to previous customer delays, traffic, accidents and mechanical problems).

If any journey is delayed by more than 60 minutes with one of our coaches then a partial refund may be considered. If we are unable to replace a delayed coach within 4 hours and the client chooses to make their own alternative travel arrangements they will be entitled to a refund for that leg of the journey. We retain the right due to operational reasons to supply a larger coach than required at no extra charge (unless the number of passengers is greater than originally advised).

**1.2 Luggage** Whilst we will take all reasonable care with passengers' luggage and other items which they may bring on our coach, we do not accept responsibility for any loss or damage caused to these items whilst on the vehicle. Under no circumstances should any valuables be left on a coach, even if locked. Personal belongings are not insured against theft on any of our coaches.

**1.3 Drivers Hours** Drivers' Hours and rest periods are regulated by law. It is illegal for Drivers to work outside these hours. GS Plus Ltd will always plan journey schedules so as to minimize the risk of delays due to Drivers' Hour's rules. The customer must adhere strictly to all collection times contained in the booking confirmation and the customer must not interrupt or delay a journey. If delays occur for whatever reason, GS Plus Ltd may curtail or otherwise alter the journey schedule for the vehicle in order to seek to comply with the law. Where delays occur GS Plus Ltd cannot be held responsible for any losses arising due to the delays or non-performance of the services unless they are due solely to the negligence of GS Plus Ltd.

**2. Customer Responsibilities** The customer's party must be and remain properly behaved at all times. The driver may refuse to allow a passenger to board the vehicle or eject them from the vehicle if, in their sole discretion, the driver considers them unfit to travel for whatever reason (for example, being intoxicated or abusive). The driver may refuse to continue a journey if in their sole discretion they consider any passenger to be behaving in such a way as may put the safety of other persons and/or the contents of the vehicle and/or the vehicle itself at risk. Drinking on the coach is legally prohibited.

**2.1 Damage to Vehicle** GS Plus Ltd maintains a strict standard of cleanliness in relation to our vehicles. The customer shall be responsible and liable for any soiling or damage to the outside or the interior of the vehicle by the customer's party howsoever caused. Should the vehicle require specialist or non-routine cleaning before its next trip as a result of any conduct on the part of the customer's party, (in particular for the removal of vomit and disinfecting of affected areas) then, without prejudice to its other rights and remedies, GS Plus Ltd shall be entitled to recharge the cost of such cleaning to the customer. The customer shall be fully responsible for all the acts and omissions of the customer's party and acknowledges on behalf of the customer's party the responsibility of passengers for their conduct at all times.

**2.2 Security Deposit** For late night club/pub runs, and other 'social' events, a refundable security deposit will be charged, at our discretion, in addition to any other charges. Once the vehicle(s) have returned to the depot any costs incurred in cleaning and/or repairing the vehicle(s) will be subtracted from the security deposit before the balance, if any, is refunded.

**3.1 Payment** All charges quoted to the customer shall be exclusive of VAT which GS Plus Ltd shall add to its charges at the appropriate rate.

**3.2 Payment by Invoice** At the point of booking each customer will be asked for their preferred option for payment. For companies, schools, government bodies and institutions (or any other organization agreed in writing by GS Plus Ltd) payment on receipt of a valid invoice may be acceptable. If the booking is for more than 7 days into the future the balance is to be paid not less than 7 days before transport.

**3.3 Payment** Irrespective of the payment method chosen – unless it has been specifically agreed in writing by GS Plus Ltd – the private booking customer must pay for the Services in full and in cleared funds 10 full working days prior to the performance of the Services. Any service which has not been fully paid for 10 days prior to departure will be automatically cancelled in line with the cancellation charges as outlined in these terms (see below).

**3.4 Cancellation Policy** If a booking is cancelled in writing by the customer with more than 7 working days left before the date of travel the customer will have no further costs to pay. If a booking is cancelled by the customer with less than 7 working days' notice, payment in full will be due to GS Plus Ltd from the customer.

**3.5 Additional Charges** Unless, it has been otherwise agreed, the hire price will not include any group catering, tickets, admission charges, ferries/tunnels, road tolls or parking. At your request we may make these types of arrangements for you, but we would do so as your agent. This means that any terms and conditions applicable to that transaction by that supplier (e.g. relating to payment, cancellation, etc.) would be as binding on you as if you had made these arrangements yourself. We will seek your acceptance of any such terms and conditions and not expend any money on your behalf until you have made similar payment to us.

GS Plus Ltd reserves the right to charge the customer for driver's accommodation at the time of the booking should the trip go beyond 24 hours. It is at the sole discretion of GS Plus Ltd to apply the costs of the accommodation, whether or not the driver utilizes the accommodation, or if for operational purposes the driver is required to drive back to the coach depot and return the following day to collect the passengers. GS Plus Ltd will not be held liable for any request for a reimbursement from the customer in the event the accommodation is not used.

For longer trips in terms of hours/mileage GS Plus Ltd needs to comply with all regulations with regards to Driver's Hours. Our operations team will work with you to produce an agreed itinerary which will mitigate, as far as possible, the need for any additional costs. If such costs are unavoidable we will advise the customer of them (if at all possible) more than 7 days prior to travel thus allowing the customer the option of cancelling the booking at no further cost. If bookings are made less than 7 days before travel we will advise of additional costs within 48 hours of booking.

**3.6 Booking Confirmations and Amendments** It is the responsibility of the customer to check the booking confirmation, once received, for its accuracy and completeness. This is the document that GS Plus Ltd relies upon for the trip and it is important that any errors are notified to us as soon as possible.

If a customer requires an amendment to a booking, the amendment will only be considered as implemented when the customer has it confirmed in writing by GS Plus Ltd in terms of a new, replacement, booking confirmation. If an updated booking confirmation has not been received by the customer with the updated details, then the customer must assume that the existing booking has not been amended. It is the customer's responsibility to ensure with GS Plus Ltd that all trip details are complete and correct and at no time should verbal amendments be considered as confirmation of a change to an existing booking.

**4. Complaints** If customers have a complaint about their booking or trip they should contact GS Plus Ltd as soon as possible in writing and we will endeavor to assist with the issue at hand. Any issue must be raised within 7 days of the initial travel date. Our offices are unable to assist with this type of enquiry on Saturdays, Sundays and Bank Holidays. If you're writing to complain please provide the booking reference number and include your daytime and evening telephone numbers. Failure to supply any part of this information may result in GS Plus Ltd dismissing your complaint. Any remedies or compensatory measures offered (if any) by GS Plus Ltd are at the strict discretion of the management of GS Plus Ltd

**5. General** By placing a booking with GS Plus Ltd, customers are confirming that they have read, understood and agreed to abide by the above published terms and conditions. Please ensure you understand them fully prior to placing a booking with GS Plus Ltd. No part of these terms and conditions affects your rights as a consumer. These terms and conditions are in addition to your rights as a consumer. Customers should note that GS Plus Ltd operates a strictly no smoking, eating or drinking policy on all coaches. Would customers please bring this condition to the attention of all passengers intending to travel. Any booking entered into based on these terms and conditions, or any dispute or claims arising from same shall be subject to the jurisdiction and laws of England and Wales