

Elderson Coaches

(a trading name of Charles Kenward Motors Ltd)
14 Sherwood Road, Aston Fields Industrial Estate, Bromsgrove, Worcestershire, B60 3DR

CONDITIONS OF CARRIAGE: EXCURSIONS

1) DEFINITIONS:

Throughout the following conditions the terms “the company” and “the operator” refer to Charles Kenward Motors Ltd trading as Elderson Coaches.

(Address at the head of this page).

The terms “passenger” and “customer” refer to any person or individual travelling on a vehicle operated by the company, as part of a scheduled excursion, in exchange for payment, *or where appropriate, making a booking with the intention of so doing.*

The terms “Coach” or “Vehicle” refer to any licensed public service vehicle: Use of either term shall not be taken to guarantee or imply any level of comfort or luxury beyond that of a vehicle fitted and equipped to the minimum standards required in UK law.

The term “driver” refers to the driver of any vehicle being operated by, or on behalf of, the company engaged on a scheduled excursion.

2) APPLICATION:

These conditions apply whether a contract has been made verbally or in writing.

Any customer/passenger making a booking, or boarding or travelling on any vehicle operated by the company as part of a scheduled excursion will be deemed to have accepted these conditions.

The company undertakes to advise all passengers that these conditions apply, and that written copies are available upon request, however it is at the discretion of the passenger whether he or she acquaints his/herself with the full detail of these conditions.

3) INCLUSIONS / EXCLUSIONS:

The company undertakes only to provide travel by coach to and from any destination or attraction, subject to these conditions. Where entrance or admission fees to any given destination, event, or attraction are included in the charge this will be explicitly and clearly stated in any advertisement, booking confirmation, or on any ticket(s) issued.

IN ALL OTHER CIRCUMSTANCES ONLY COACH TRAVEL IS PROVIDED.

4) BOOKING / TICKETING:

Bookings may, on occasion, be undertaken verbally at the discretion of the company. Tickets will only be issued upon full payment of any charges, or at the discretion of the company, upon payment of a deposit.

NO CONTRACT OF CARRIAGE EXISTS UNTIL SUCH TIME AS PAYMENT HAS BEEN RECEIVED IN FULL.

4) BOOKING / TICKETING (cont'd):

Passengers must retain any tickets or booking confirmation and present them upon boarding of the vehicle.

The company reserves the right to refuse travel to any passenger who cannot produce a ticket or booking confirmation when requested.

5) CUSTOMER DEPOSITS / CUSTOMER CANCELLATION:

Customers may cancel any booking up to a minimum of SEVEN WORKING DAYS in advance of any excursion without incurring charges. Any monies paid will be refunded within fifteen working days of the cancellation being notified to the Company.

Passengers may tender a deposit or part payment to secure places on any excursion but will not be permitted to travel until full payment has been received.

Where a deposit or part-payment is tendered but full payment is not received and the passenger does not travel the passenger shall (at the discretion of the company) forfeit any deposit tendered unless their booking is cancelled at least SEVEN WORKING DAYS before the excursion date.

6) CANCELLATION BY THE COMPANY:

The Company reserves the right to cancel any scheduled excursion in the event of under-subscription or for any other significant reason. A reasonable period of notice will be given whenever possible. In the event of cancellation by the company, any monies paid by passengers in respect of bookings made will be refunded in full within fifteen working days.

7) REFUNDS:

Refunds will be made by bank transfer or cheque.

The company does not guarantee to make refunds in any other form.

8) LATE RUNNING:

The company accepts no liability for any personal loss or expenses incurred by late arrival at any destination or attraction, -or for any destination or attraction refusing to permit entry as a result of late arrival-, in any instance where the late arrival could not, in retrospect, reasonably have been foreseen or avoided, including, but not limited to, delays caused as a result of the following: severe weather, road traffic accidents, unscheduled road closures, natural disasters, waiting made necessary by failure of any passenger to board the vehicle at a pre-arranged time and any other incidence which could not reasonably have been predicted by the company.

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9) SEAT ALLOCATIONS:

In normal circumstances seats will be allocated at the time of boarding on a "first come, first served" basis. Any seats marked "reserved" or "not available" must not be occupied. Serial numbers etc shown on a ticket or booking confirmation are for the company's administrative purposes and DO NOT necessarily correspond to a particular seat number. No ticket or booking number implies the right of any passenger to sit in any particular seat. Specific seat allocations may, in certain circumstances, be granted by prior agreement with the company, any agreement of this nature will be clearly stated on any ticket or booking confirmation.

The company reserves the right to refuse travel (at any point on a journey) to any passenger who refuses to comply with requests made on grounds of safety to sit, or remain sitting, in any given seat.

10) CONVEYANCE OF ANIMALS:

No animals (other than guide or assistance dogs notified to the company *IN ADVANCE*) may be carried on any vehicle without prior written agreement from the company. Acceptance by the company of any animal travelling on a vehicle does not imply that the animal will be permitted entry to any destination.

11) LUGGAGE & PERSONAL EFFECTS:

Passengers are entirely responsible for any luggage or personal effects brought on any vehicle. The company accepts no liability for the loss of, or any damage to, any item of luggage or any personal effects, except where any loss or damage is proven to be as a direct result of negligence by the company.

In all circumstances the MAXIMUM amount the company or its insurers will pay in respect of any claim is £1000 (One Thousand Pounds Sterling).

Passengers are advised to arrange their own insurance for items felt to be of significant value.

The company reserves the right to refuse to carry excessively large, bulky, ungainly or dangerous items, weapons, any item or object which causes a nuisance, or any hazardous goods or materials. The company **DOES NOT** guarantee that luggage space will be made available for baby carriages/strollers, bicycles, mobility scooters or any other item of luggage. Passengers are advised that they have no positive right in law to carry **any** item or object on board any public service vehicle: No such right is implied by the company, and should not be assumed.

12) DAMAGE & SOILING OF VEHICLES:

ANY COSTS INCURRED BY THE COMPANY IN CARRYING OUT REPAIRS OR ABNORMAL CLEANING TO ANY VEHICLE (i.e. cleaning above and beyond that required in the course of normal everyday use) MADE NECESSARY BY WILFUL OR ACCIDENTAL ACTIONS OF ANY PASSENGER WILL BE CHARGED TO THAT PASSENGER. LEGAL ACTION WILL BE TAKEN IF NECESSARY.

13) ALCOHOL/ DRUGS:

The responsible consumption of alcohol on board any vehicle will be permitted at the discretion of the company. Where this is not permitted on any given excursion, this will be advised at the time of booking. The consumption of any non-prescription drug on board any vehicle operated by the company is not permitted.

The company reserves the right to refuse travel to passengers suspected to be under their influence, or intoxicated by alcohol, and to confiscate any alcohol or drugs, or objects or materials related to their use or consumption.

SMOKING ON ANY PUBLIC SERVICE VEHICLE IS ILLEGAL IN THE UNITED KINGDOM. THE COMPANY WILL NOT EXERCISE ANY DISCRETION IN ENFORCING THIS LAW.

14) PICK UP POINTS/TIMES:

Collection points and times will be confirmed at the time of booking. Any subsequent changes will be notified to passengers as soon as reasonably possible. Passengers are entirely responsible for being at any collection point at the pre-agreed time. Vehicles will not leave any collection point BEFORE the appointed time, however, the company does not undertake that any vehicle will wait for any length of time after the appointed time if passengers are not present.

15) VEHICLE SUPPLIED:

All excursions will normally be serviced by a vehicle from our classic / heritage fleet- However in circumstances such as unexpected breakdown or accident damage this may not be possible. **WHILST EVERY EFFORT WILL BE MADE, THE COMPANY DOES NOT GUARANTEE TO PROVIDE A "CLASSIC" VEHICLE.** The company will not entertain any claims for refund or reimbursement on grounds of failure to provide a classic / heritage vehicle, or a vehicle of any given type, model, specification, design or age.

NOTE: The Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990, apply to all PSV operations by the company.