

ISLAND COACHWAYS LIMITED

1. COACH HIRE CONDITIONS

These conditions apply whether a contract has been made verbally or in writing. The hirer contracts with Island Coachways Ltd (“the Company”) on behalf of the hirer and as an agent for all passengers travelling upon the vehicle. The hirer expressly warrants that he has the full authority of all passengers to enter into this contract on their behalf and to accept these Conditions of Hire. The hirer shall indemnify the Company against any loss, claim damage, award or settlement which may be made against the Company, in excess of the exclusions and limitations of liability contained in the Conditions of Hire, as a consequence of any lack of authority upon the part of the hirer to enter into this contract.

2. QUOTATIONS

2.1 Quotations are given on the basis of the most direct route and on the information given by the Hirer. The route used will be at the discretion of the company, unless the Hirer has requested a particular route, which will be specified on the confirmation letter.

2.2 All quotations are given subject to the Company having available a vehicle suiting the Hirer’s requirements at the time of acceptance of this quotation.

2.3 Quotations are valid for 14 days from issue unless some other period is specified.

2.4 Unless otherwise stated, admission charges and meals are not included in the quoted price.

3. USE OF VEHICLE

Unless confirmed in writing by the Company, the vehicle should not be assumed to remain at any point between the outward and return journeys, nor to remain available for the Hirer’s incidental use when parked at such points.

5. SEATING CAPACITY

The Hirer must not load any vehicle beyond the number of passengers which it is legally permitted to carry.

6. CONVEYANCE OF ANIMALS

No animals (other than Guide Dogs notified to the company in advance) may be carried on any vehicle, without prior written agreement of the Company.

7. 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.

8. PAYMENT

8.1 Any requested deposit must be paid by the time stated and payment in full must be made before the start of the hire unless the Company has agreed in writing to a variation in this condition. The Company reserves the right to add interest at the rate of 2% compound interest, per calendar month, after the date by which payment should have been made.

8.2 The hirer shall be personally liable for the payment of all deposits and payments but, in the event of failure by the hirer to discharge such deposits and/or payments, the company reserves the right to claim the same from each passenger individually or

collectively and each passenger shall remain jointly and severally liable for such payments.

8.3 Payments may be made by cheque, cash, most credit and debit cards or BACs transfer. Any bank charges raised against the Company for handling dishonoured cheques or bank transfers will be recharged to the hirer. If the issuer of your payment card refuses to, or does not for any reason, authorise payment then you will be notified of this immediately.

9. CANCELLATION BY HIRER

Should the Hirer wish to cancel any arrangement, the following scale of charges shall apply in relation to the total hire charge:

9.1 Coach Cancellation Charges

10 days or more – loss of deposit

6 - 9 days 10% of hire

3 - 5 days 25% of hire

1 - 2 days 50% of hire

Day of hire 75% of hire

Arrival of coach at departure point 100% of hire

9.2 ATTRACTION ENTRANCE FEES, ETC. The Hirer will be charged by the company such sum as the company has to pay for the services.

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

10. 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 and without further or other liability cancel the contract.

11. ROUTE AND TIME VARIATION

11.1 Should a vehicle be detained by the Hirer or taken on a longer journey than that contracted for, the Company reserves the right to make an additional charge commensurate with the costs Incurred.

11.2 The vehicle will depart at times agreed with the hirer and the Company will not be liable for any loss or injury sustained by any passengers who fails to join a vehicle at the appointed time.

11.3 The Company will do its best to accommodate changes to bookings at short notice. However, such variations may not possible.

12. VEHICLE TO BE PROVIDED

12.1 The Company reserve the right to substitute other vehicles (including those of other operators) or ancillary facilities for all or part of the hiring subject to such substitutes being of similar quality.

12.2 Equipment within the coaches including microphone and public address systems, is provided at the discretion of the Company unless the quotation specifies that any such facilities will be available. Whilst every endeavour will be made to comply with the Hirer's subsequent requests the Company cannot guarantee to meet any such requests.

13. BREAKDOWN AND DELAYS

The company gives its advice on journey times in good faith and does not guarantee the completion of any journey in any specific time and will not be liable for loss or inconvenience caused by the actual journey time.

14. AGENCY ARRANGEMENTS

Where the Company hires in vehicles from other operators at the request of the Hirer, and where the operator arranges ancillary facilities such as 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 be binding on the Hirer as if he had directly contracted such services.

15. PASSENGERS PROPERTY

15.1 All vehicles hired out by the operator are subject to restrictions as to their carrying capacity as imposed by statute. The hirer accepts that the driver shall be the sole judge as to whether and to what extent passengers luggage and effects can be carried.

15.2 The hirer agrees that in agreeing to carry the passengers luggage or effects the hirer does not carry the same as bailee but such luggage or effects remain at the sole risk of the passenger concerned and the Company shall not be liable for any loss or damage of such baggage or effects of whatsoever nature and howsoever caused including negligence.

15.3 Should notwithstanding the above it be held by any Court of law that the Company becomes a bailee of the luggage and effects then the Company's liability for loss and damage of whatsoever nature and howsoever caused including negligence shall be limited to the sum of £50.00 per bag, case or package.

15.4 The Company does not accept liability for any damage to or loss of any property left upon the vehicle by a passenger whether or not with the knowledge of the Company, its servants or agents. All articles of lost property recovered from the vehicle will be held for a maximum of one week only. If the property is not reclaimed, it is donated to charity. Mobile telephones, money and other items of value will be deposited with the Guernsey Police.

16. CONDUCT OF PASSENGERS

16.1 The driver is responsible for the safety of the vehicle. Any passenger whose conduct is in breach of statutory regulations may be removed from the vehicle or prevented from boarding on the driver's authority. The Hirer will be responsible for the conduct of passengers and for any damage caused to the vehicle by passengers during the hire.

17. JURISDICTION

17.1 Any contract entered into for vehicle hire will be governed by Guernsey Law.

This information is correct as at 22nd February 2010 and is applicable to bookings dates commencing 1st March 2010. These conditions will be reviewed on a regular basis and updated copies will be available on our website.

These general Terms and Conditions are automatically emailed with all confirmations sent to our clients. If you, or your company, have received specific Terms and Conditions relating to your business, these supersede the relevant clauses in the above. Please pay particular attention to cancellation charges, which may vary.