



TERMS AND CONDITIONS

Bookings are accepted on condition that the Customer understands and accepts the Terms and Conditions below.

QUOTATIONS, BOOKINGS, PAYMENTS

Quotation: All quotations given are with the understanding that a suitable vehicle is available at the time the quotation is supplied to the Customer. The Customer is responsible for ensuring that all information provided on the booking form is correct regarding dates, times, addresses, passenger numbers etc.

Booking: We will accept bookings for groups of 21 year olds and under when they are appropriately supervised by the number of responsible adults stated by ourselves.

Due to health and safety requirements we are not able to accept stag or hen parties, or some sporting events.

The booking process follows two simple stages:

- 1) Provisional booking – your booking is pencilled in our diary but not confirmed. This reserves the vehicle for a limited period; allowing you time to liaise with your group and confirm details before fully committing to the booking. Booking details will be confirmed on receipt of a completed and signed booking form.
- 2) Confirmed booking – occurs upon payment of deposit and on production of a completed and signed booking form.

Payment: A £100 non-returnable deposit is required. The balance is due 1 month before your trip. Please make cheques payable to 'Rubicon Classic Enterprises Ltd.'

CHANGES, CANCELLATION, BREAKDOWN OR DELAY

Change to booking on the day: If a vehicle is late finishing a trip due to being held up by the Customer or is used for a longer journey than initially agreed, we may make an additional charge.

Bus Movements and Route: We use our discretion in deciding upon the route a trip will take; unless a particular route and/or destinations en route have been elected by the Customer during the booking process. Unless previously agreed, the vehicle may not necessarily remain at a destination until the time for the return journey.

Journey Times: We advise Customers on estimated journey times in good faith, however we cannot guarantee them. We remind Customers that we cannot be liable for any inconvenience or delay that a longer journey time may cause.

Vehicle Alteration: We reserve the right to change the vehicle supplied due to unforeseen circumstances or for logistical reasons. This may involve providing a larger vehicle which will be provided at no additional charge. Should circumstances dictate, we also reserve the right to provide a vehicle from a different operator.

Breakdown

Our vehicles are maintained to the highest possible standards, in an attempt to make them as reliable as possible. However, in the unforeseen circumstances such as, but not limited to, an accident, breakdown, puncture, traffic jam or severe weather, the company will not be responsible for any impact that a delay might cause. The Company will not be liable for any consequential loss or claims beyond the cost of the value of the hire. The company will however undertake all reasonable measures to complete the hire, which may, at the Company's discretion, include providing an alternative vehicle.

Cancellation..

..by the Customer

- A Customer who cancels a booking can either fully transfer the booking to an alternative date or accept a refund where the following scale of charges apply in regard to the total hire cost:

4 weeks before trip – deposit non-refundable, but total amount is fully transferable to an alternative date

Within 4 weeks – deposit non-refundable, a sliding scale of up to 50% of the balance is refundable

Week before trip – no refund.

Unsuitable weather (in the week prior to a trip) Customers with parties larger than 30 people who deem the weather unsuitable for an open top bus may select to cancel a trip if we are unable to provide an alternative covered vehicle. If we are unable to provide such a replacement, we will reimburse the full hire cost minus the £100 deposit (to cover our staffing costs).

..by us –

In the event of an emergency we may need to regrettably cancel a booking; which we reserve the right to do. We also reserve the right to cancel a booking if the Customer wavers from the agreed conditions at which point we will return all funds and accept no further liability.

IMPORTANT POINTS TO NOTE

Driver's work and rest hours: Our driver's hours and rest periods are legislated for and we strictly regulate them. For bookings with longer journey times we may specify the drivers working hours; which will be strictly adhered to.

Bus Capacities: Our vehicles have a maximum capacity which is indicated during booking and is also shown on the vehicle. Drivers will only carry the number of passengers legally allowed.

Animals: Guide Dogs are allowed onboard. We will accept other animals onboard at our discretion when notified in advance.

Passengers: Passenger safety and the condition of our vehicles are very important to us. The Customer is responsible for the conduct of all passengers. If, in the driver or conductor's opinion, the Customer or any passenger is disorderly or unfit to travel, the driver has the right to terminate the booking. Should this occur, no refund will be given.

Anti-social behaviour: Violence, foul language, intimidation antagonism or any form of anti-social behaviour towards the Driver, Conductor or any member of this company's staff will not be tolerated and will result in the immediate termination of the service and police involvement if necessary. Acts of vandalism or malicious damage caused to the vehicle will face prosecution.

Safety: We ask that you listen carefully and abide by the safety announcements given at the start of your trip. We will not hold responsibility for the consequences upon any passenger who does not. We do not have fitted seatbelts; as buses are not legally required to fit them. We have no legal requirement to carry first aid kits, or for our staff to be qualified first aiders. If this is of concern to you we ask that you provide your group with the kit and trained personnel you deem appropriate.

Risk Assessment: We can supply our own risk assessment but would also encourage the group organiser to assess any risk to their party. Any organiser wishing to assess this to their own satisfaction is welcome to view one of our vehicles on a complimentary trip onboard our timetabled service. This is available by prior arrangement; where a voucher will be supplied.

Alcohol and Smoking: No alcoholic drinks can be carried on or consumed on the vehicle unless by explicit written confirmation by us. All vehicles are non-smoking.

Passenger Property: We accept no liability for any damage to or loss of any passenger's property that is left on a vehicle. We will hold any articles of lost property recovered and they will be available for collection. If we do return lost property to its owner we will look to recover the costs in doing so.

MISCELLANEOUS

Additional Services We May Provide: Should we provide any additional service that is sourced from another Contractor, we act as an agent for you, the Customer. Any terms and conditions imposed by this Contractor will be binding on you, as if you had directly contracted the services yourself.

Complaint Procedure: In the event of a complaint about our service, the Customer should endeavour to seek a solution during the trip through approaching the driver or the company representative.

If this has not addressed or resolved the issue we ask that complaints be submitted in writing to:

Mary Cook,
Rubicon Classic Enterprises Ltd,
193 Stowey Road,
Yatton, Bristol BS49 4QU.

or by email to: mary@bristolinsight.co.uk where it will be sympathetically and promptly handled; with the view to reaching an amicable arrangement where possible.