

1. Application

These conditions apply whether a contract has been made verbally or in writing. Where a copy of these terms and conditions has been given to you at anytime or you have been advised verbally of all the significant terms and conditions upon making a booking, you shall be deemed to have accepted these terms and conditions. Where you have made a booking before receiving these terms and conditions and without being advised verbally of all the significant terms and conditions, you may cancel this contract without liability to us within 48 hours of receiving these terms and conditions. Otherwise, you shall be deemed to have accepted these terms and conditions without any reservations.

2. Hire and Passengers

The hire acts on behalf of all the passengers travelling on the vehicles provided by us. The hire shall be responsible for the actions and decisions of all the passengers on board including any additional costs incurred in performing the contract.

3. Quotations

Quotations are given on the basis of the direct route, date and on the information provided by the hire. The route used will be at the discretion of the company unless it has been particularly specified by the hire in which case it will be clearly shown on the confirmation note sent by the company. All quotations are given subject to the company having available suitable vehicle at the time the hire accepts the quotation. Quotations are valid for 28 days unless otherwise notified. Quotations are given for vehicle and driver only. Any additional charges will be separately identified and will be the hire's responsibility unless otherwise expressly agreed and specified.

4. Confirmation

Normally, written confirmation by the company is the only basis for the acceptance of hiring or for any subsequent alteration to the booking.

5. Payment

Any deposit requested must be paid by the date stated, and payment in full must be made before the start of the hire unless otherwise agreed by the company. The company reserves the right to add interest at the rate of 2% per annum above the base rate of Barclays Bank PLC calculated on a daily basis, from the date by which the payment should have been made.

6. Use of the Vehicle

The hire cannot assume the use of the vehicle between outward and return journeys, nor that the vehicle will remain at the destination for the hire's use unless this has been agreed with the company in advance.

7. Time and Route Variation

The company reserves right to levy additional charges for additional mileage or time to that agreed. The charges will be pro rata the charges advised on the booking confirmation. The vehicle will depart at the times agreed by the hire and it is the responsibility of the hire to account for all passengers at those times. The company will not accept liability for any losses incurred by passengers who fail to follow instructions given by the hire.

8. Driver's Hours Regulations

The driver's hours of work are regulated by law, and the hire accepts the responsibility of ensuring the hire keeps to the hours and times agreed by the company. Neither the hire nor any passenger shall delay or otherwise interrupt the journey in such a way that the driver is at the risk of breaching the regulations relating to driving hours and duty time. If any breach is likely to occur, the hire shall be responsible for any additional costs incurred unless it is outside the control of the hire. The calculation of any additional costs will be at cost to the company.

9. Seating Capacity

The company will, at the time of booking agree and specify the legal seating capacity of the vehicle to be supplied. The hire must not load the vehicle beyond this capacity. On private hire no standing passengers are permitted.

10. Conveyance and Carriage of Animals

No animals (except guide dogs and hearing dogs notified to the company in advance) may be carried on any vehicle without the prior written consent of the company.

11. Cancellation by the Hire

- All cancellations must be made in writing and confirmed by the company.
- If the hire wishes to cancel the booking, the following scale of charges will apply in relation to the total hire charge.
- The cost of accommodation, meals, theatre or amusement park tickets which have already been purchased by the company at the request of the hire, will be charged to the hire, plus any administration charges incurred by the company.
- Cancellation due to inclement weather conditions will be charged as above.
- Cancellation Due to an outbreak of Flu (of any kind), Epidemic (of any kind), Pandemic (of any kind) or other transmitted diseases, shall not be a valid cause for cancellation or be deemed an Act of God voiding or making the contract incapable of performance, unless the same is and / or shall be declared a public health hazard (and that contact between affected and unaffected persons should be avoided) by the Department of Health, Health & Safety Executive or other competent organ of the UK Government. Full Charges as below shall apply in the absence of such declaration.
- Theatre and Amusement park tickets once purchased are not returnable and must be paid for in full (or any other such ancillary service).
- Cancellation of recurring hire, i.e. regular school swimming baths contracts and works contracts, 100 % of the amount of the hire charge due unless at least 28 days notice is given. The scale of cancellation charges stated below will not apply to recurring hire contracts.

| Notice Given | Charge to be Applied |
|--|--|
| 29 days or More | Deposit (£200 per Vehicle, per day) + £30 Administration Charge (A Day is defined as any period of up to 8 hours, there may be more than working day period within any given 24 hrs) |
| 28 to 10 Days | 100% of Agreed Amount |
| 9 to 7 Days | 100% of Agreed Amount |
| 6 to 3 Days | 100% of Agreed Amount |
| 2 to 1 Days (by 1200 hrs day prior to departure) | 100% of Agreed Amount |
| Day of Hire or after 1200 hrs day prior to departure | 100% of Agreed Amount |

A Day is defined as any period of up to 8 hours, there may be more than working day period within any given 24 hrs

12. 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 hire taking any action to vary the agreed terms of the booking unilaterally, the company may, by returning all money paid and without further or other liability, cancel the contract.

13. Force Majeure

The Company shall have the right to cancel, or to reduce the volume of any passenger transport services or goods to be supplied under the contract, or to delay the performance of the contract if it is prevented from or hindered through any circumstances beyond its control (affecting either itself or any other party) including (but not limited to) industrial action, war, fire, prohibition or enactment of any kind, lock-out or trade dispute, without incurring any liability for any loss or damage whatsoever resulting therefrom.

14. Vehicle to be Provided

The company reserves the right to provide a larger vehicle than that specified at no additional charge unless any extra seats are used in which case an additional pro rata charge may be made to the hire charge.

The company reserves the right to substitute another vehicle (including those of other operators) or ancillary facilities for all or part of the hiring subject to such substitutes being of at least equivalent quality.

15. Breakdown and Delays

The company gives its advice on journey time in good faith, however as a result of breakdown or traffic congestion, or other events beyond the reasonable control of the company, journey's may take longer than predicted and in those circumstances the hire will not be liable for any loss or inconvenience suffered by the hire or passengers as a result thereof. The company reserves the right to use an alternative vehicle or vehicles to that specified in the quotation in the event of a vehicle breakdown. The alternative vehicle or vehicles will meet all relevant Department of Transport requirements and all relevant legal requirements.

16. Agency Arrangements

Where the company hires in vehicles from other operators at the request of the hire and where the company arranges ancillary facilities such as meals, accommodation, ferries, admission tickets or any other services provided by another supplier, it does so as agent for and on behalf of the hire. Any terms and conditions imposed by such other supplier through the company shall insofar as they are supplies to the hire, be binding on the hire as if he had directly contracted such services and the hire shall indemnify the company against loss, claim, damage or award in respect of a breach of such suppliers terms and conditions brought about by the hire's or passengers actions.

17. Package Travel Regulations

If the hire organizes other elements of a package in addition to the provision of transport, the hire may be defined as an 'organiser' or a 'retailer' for the purpose of the Packing Travel, Package Holidays, and Package Tours Regulations and as such may be required to comply with the provisions of those regulations. In this instance, the company cannot accept any liability that may be incurred for the loss, claim, damage or award in respect of a breach of such regulations brought about by the hire's actions.

18. Passenger's Property

- All vehicles hired by the company are subject to restrictions on carrying luggage for statutory safety reasons. The hire accepts the driver shall be the sole judge as to whether and to what extent passenger's property is carried. Large bulky items may not be able to be carried, and the hire should take all steps to notify the company in advance of such requirements.
- The company accepts any personal property of the hire and their passenger's on the understanding that it will take reasonable steps to avoid loss or damage to the property. The hire should notify the company or the driver of items of exceptional value, that are to be carried on the vehicle. It is the hire's responsibility to minimize risk of loss when property is left unattended, no responsibility is accepted for unattended property left by passenger's except in lock or secured luggage compartments (where provided).
- The company's liability for loss and damage to property, however caused, is limited to one hundred pounds per bag or package with an overall limit of five hundred pounds (overall claim value) maximum per passenger, it is the responsibility of the hire to ensure that items over this value are insured separately for loss and damage.
- All articles of lost property recovered from the vehicle will be held at the company's premises where the vehicle is based, and will be subject to the current Passenger Service Vehicle (Lost Property) Regulations. The company will provide details of this legislation upon request.

19. Conduct of Passenger's

- The driver is responsible for the safety of the vehicle at all times, and such may remove any passenger whose behaviour prejudices the safety of the vehicle and other passenger's or is in breach of the Public Service Vehicle (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990. These regulations set out certain rights and responsibilities on all parties, and full details of these can be obtained from the company on request. The hire is responsible for any damage caused to the vehicle by the passenger for the duration of the hire.
- Where the hire is to a sporting event, the hire should be aware of the legal requirement relating to alcohol, contained in the Sporting Events (control of Alcohol) Regulations 1995, and the conditions of entry to race courses as laid down by the Race Course Association Limited. The company will provide details of these restrictions on request.
- Any damage caused to the vehicle by any member of YOUR party shall become the sole responsibility of YOU. Any costs associated with repairs and damage must be paid by YOU in the time frame agreed upon with Us. An additional daily charge may be imposed should the vehicle be taken out of commission a daily hire rate effective to that vehicle. Criminal Damage may be reported to relevant persons/authorities, should WE feel this is necessary.

20. Complaints

In the event of complaint about the company's services, the hire should endeavour to seek a solution at the time by seeking assistance from the driver or from the company. If this has not provided a remedy, complaints should be submitted in writing and within 14 days of the completion date of the hire.

21. Notices

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

22. Refreshment and Alcoholic Drinks

Other than on a vehicle fitted expressly for that purpose, food (except confectionery) and drink (including alcoholic beverages) may not be consumed on the vehicle without prior written consent from the company.

23. Surcharges

Once a confirmation has been issued to the hire, provided there are 30 days prior to the departure date, the company reserves the right to pass on increases in the cost of fuel, taxes imposed by the governments of the UK and other countries to be visited during the journey, road tolls and foreign currency. No surcharge will be levied within 30 days of departure. On notification of such surcharges, the hire may cancel the booking subject to the scale of cancellation charges shown in paragraph 11. The liability of the company will be limited to the cost of the hire and any ancillary services supplied.

24. Amendments

Amendments to YOUR booking are permitted no later than 7 days prior to hire. An amendment is classed as a change to your original booking, requiring a new booking confirmation to be issued by US. Please note that in some instances, a Major Change (such as dates, times and changes by YOU to the vehicle hired) will be classed as a CANCELLATION, and our CANCELLATION charges (Section 11) will apply accordingly.

An Amendment Fee is charged for EACH amendment made to YOUR booking. An amendment fee will be charged in addition to any amendment costs resulting in an increase or decrease of the cost of hire. All amendment charges quoted are PLUS VAT at 17.5%.

Please note that any amendments MUST be made prior to your date of travel. Amendments will be subject to availability. Should we be unable to proceed with an Amendment, and you wish to cancel your booking, our standard cancellation policy will apply, in line with your original booking.

- Change of Name £30.00
- Change of Pick-Up Address £30.00
- Change of Destination Address £30.00
- Change of Pick-Up Date £30.00
- Change of Return Date £30.00
- Change of Pick-Up Time (Same Day) £30.00
- Change of Drop-Off Time (Same Day) £30.00
- Change of Pick-Up Date & Time (Alternative Day) £30.00
- Change of Return Date & Time (Alternative Day) £30.00
- Change in number of Passengers £30.00
- Change in number of Passengers & Change to Vehicle TYPE booked (Resulting in upgrade to Vehicle Size / Specification) £30.00
- Change in number of Passengers & Change to Vehicle TYPE booked (Resulting in downgrade to Vehicle Size / Specification) £30.00
- Change to Vehicle Type (Upgrade Vehicle Size / Spec) £30.00
- Change to Vehicle Type (Downgrade Vehicle Size / Spec) £30.00
- Re-issue of Invoice or Confirmation for any Reason whatsoever not covered above £30.00

Please note we will NOT charge for SPELLING amendments to your booking.

25. Data Protection

The company may use (and retain) and the hire agrees that it may use and disclose personal information about the hire to third parties for the purposes of the supply of passenger transport services and ancillary goods to the hire (and / or passenger's) and for processing invoices, statements or future promotion of the company's services. In respect of any personal data of the hire held by the company, the company agrees to comply with the provisions of the Data Protection Act 1998

26. General

- Failure by either party to enforce or to exercise at any time or for any period any term of or any right pursuant to these Conditions shall not be construed as a waiver of such term or right.
- The invalidity, illegality or unenforceability of any provision of these Conditions shall not affect the other Conditions.
- A person who is not a party to the contract between the Company and the hire is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- These Conditions and any contract in which these Conditions are incorporated shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

Company Information: Zara Travel, Birmingham Bus & Coach Hire, Adam Travel and Coach Hire Solutions Birmingham are Trading Styles of Midland Bus & Coach Ltd, whose registered office is Unit 3, Haywood Trading Estate, Mucklow Hill, Halesowen B62 6EP. The Company is Registered in England Reg No: 4814200. All Rights Reserved © 2010 Midland Bus & Coach Ltd