

ROWE COACHES LTD DAY TRIP TERMS & CONDITIONS

By confirming any booking(s) made via telephone, e-mail or post you are accepting the following terms and conditions:
If any dispute arises regarding any of these terms and conditions then English/Scottish Law will apply.

Bookings & Payment

All bookings are not confirmed until receipt of booking form and full payment via Card or Cheque. All cheques should be made payable to Rowe Coaches Ltd and sent to Rowe Coaches Ltd, 18 St Declan Close, Nuneaton, CV10 8LP. Post-dated cheques will not be accepted. Once payment has cleared a confirmation email will be sent and this will include any relevant travel information and act as your ticket for travel. Fares shown do not include entrance tickets to attractions/event, meals etc unless otherwise stated.

All the seats on the coach are fitted with seatbelts, which by law now must be worn. Failure to do so is an offence. It is illegal to smoke on the coach and the use of e-cigarettes (or similar) is not permitted. Smokers are reminded that bookings are taken on this understanding. The consumption of alcohol is NOT permitted. The use of mobile phones during coach journeys often causes annoyance to fellow passengers and can distract the driver. Therefore, we respectfully request that the use of mobile should be kept to an absolute minimum.

Loading/Carriage Of Wheelchairs

Please ensure you give full details of any special requirements and any intended luggage i.e. wheelchairs/pushchairs/suitcases at time of booking. Overloading of passengers and/or total luggage will not be accepted as it is against the law. Some mobility scooters and electric wheelchairs will fit in the large rear luggage compartment (please note this will restrict the total luggage space). Rowe Coaches welcomes wheelchair users as long as the person using them is able to safely climb the steps into the coach by themselves or with the aid of an appointed carer. The driver will assist all passengers on and off the vehicle where it is safe and possible to do so but no liability will be accepted for any loss or injury incurred. Please check we can cater for your individual needs before booking. This is because it may be unsafe for some disabled passengers to board or alight the vehicle as it is not fitted with a wheelchair lift. There are some companies which cater specially and solely for wheelchair users and/or disabled passengers and have an adapted vehicle to do so but unfortunately Rowe Coaches do not have these facilities and therefore may need to recommend you to a company that better serves your needs.

Journey Times

Please give all pick up/drop off times as accurately as possible because the vehicle may be required by another group immediately after your journey. In addition to this all drivers are regulated by VOSA driving hours law. Therefore should you wish to alter the times of travel during your journey, the driver might be obligated by law to refuse your request. When you make a booking you will be advised of approximately how long it will take to get to your destination and the recommended pick up/drop off time(s). These are only estimates. Rowe Coaches will accept no liability of loss due to being late in the event of any unforeseen circumstances including: adverse weather conditions, incident, accident or breakdown (for example: no liability for loss will be accepted by Rowe Coaches if you miss a theatre production, are late for a flight or train and/or any other service or facility even if that was the intended purpose of the journey).

Cancellations

In the interest of health and safety Rowe Coaches will accept no liability for any loss resulting from the necessary cancellation of your journey. This may occur at any point due to adverse weather conditions and/or any unforeseen circumstances whereby it is deemed unsafe for the vehicle to be used in certain areas and if necessary not to be used at all. In these instances you will receive a full refund for any prepaid amount to Rowe Coaches for any individual booking that was necessary to cancel but no further liability will be accepted.

Each excursion requires a minimum number of passengers in order to operate. We will make every effort to carry out the programme and itineraries as advertised, but do reserve the right to cancel any excursion or alter routes, timings or stopping places without prior notice. Should we be forced to cancel any excursion, all monies paid by passengers for that particular excursion will be refunded in full and following that Rowe Coaches shall be exempt from any further liability.

DELAYS/MISSED SHOW/EVENT etc & COACH BREAKDOWNS

Rowe Coaches arrange departure times to give reasonable allowance for delays which may be incurred en-route to venues. Rowe Coaches will not be held responsible for the late arrival of the coach, nor will it be liable for the excursion being delayed or not being completed due to circumstances beyond our control (i.e. road works, traffic accidents or other traffic incidents, weather conditions, breakdowns, acts of terrorism, fires, and medical incidents concerning passengers or industrial disputes). In the event of delays beyond the reasonable control of Rowe Coaches liability is restricted to returning you to your point of departure. If the delay/missed show/event is caused by a coach breakdown, limit of liability is restricted to refund of coach fare and return to point of departure.

Carriage Of Alcohol

When travelling to/from a destination no alcohol is permitted in the vehicle, sealed or open. This has particular emphasis on football matches. The police can choose to stop coaches that are en-route to sporting events and if any alcohol is found they will escort the vehicle away from the destination thus meaning that you will not see the match or game. No refund will be given nor any liability for loss accepted if this occurs.

It is at the driver's discretion whether a passenger or group of passengers are fit to travel or not. Any passenger(s) may be refused travel by the driver or removed from the vehicle with police assistance where necessary. This can be at any point during the journey if they are deemed unfit to travel or if they are affecting the comfort and/or safety of the driver or any other passenger(s) (usually due to being intoxicated). No refund will be given nor any liability for loss accepted if this occurs.

Damage Vandalism

A cleaning charge of £50 will be immediately required from any passenger that vomits whilst travelling on the vehicle if it is the result of intoxication.

Anyone found to have caused deliberate damage and/or vandalism to the vehicle or contents will be required to pay for such damages in full. If necessary the person who made the booking may be asked to pay for such instances. Failure to pay for any vandalism will result in police involvement and/or legal prosecution.

Luggage & Lost Property

Rowe Coaches will accept no liability for any lost, damaged or stolen luggage and/or belongings carried or left on the vehicle at any time. Personal insurance of luggage and valuables is strongly recommended. Rowe coaches will endeavour to return any lost property to the owner in accordance with the current Lost Property Regulations.

Seatbelts & Child Seats

Rowe Coaches only use vehicles fitted with seatbelts as required by law and there will be clear signs/stickers within the vehicle depicting the necessary use of them. The seatbelts must be worn at all times and the responsibilities of this is as follows:

(14 yrs & over) It is his/her own responsibility to ensure that they wear a seatbelt at all times because failure to do so is against the law.

(14 yrs & under) It is the responsibility of the parent/guardian to ensure that children wear a seatbelt at all times and the driver also has a responsibility to ensure that seatbelts are being worn, however, this is difficult for the driver to enforce due to the drivers need to concentrate upon driving the vehicle safely.

(Infants under 2 yrs) It is legal for a parent/guardian to carry an infant on their lap.

Car seats and booster seats are generally specially designed to fit cars and may not fit a coach sea so, your driver will advise you if your seat is recommendable to use within the specific vehicle. Ultimately you are fully responsible and liable for the correct fitting and use of any car seat or booster seat.

Rowe Coaches requests that passengers under 14 yrs are not to sit next to the emergency exit or on the front row when possible. This is so they cannot tamper with the emergency exit and/or distract the driver.

Smoking

It is against the law to smoke within any coach and any passenger that does not comply will be removed from the vehicle and refused any further travel.

Rowe Coaches reserves the rights to sub-contract without notice (unless specified otherwise by the customer at the time of booking) The sub-contracted company's vehicle(s) will have the required seating capacity stated at the time of booking.

Your confirmation, which will act as your travel ticket and will have emergency contact numbers, so please bring this with you on the day. Your departure time from your requested pick-up point will be shown on the Confirmation. If this time is changed, due to the pickup points being used, we will notify you prior to the date of travel. We always try to keep to time, so please ensure that you get to your pickup point in plenty of time, we would hate to leave you behind! The company will not be held responsible for the late arrival of passengers or passengers not being at the correct pick-up point. No refund will be made for passengers arriving after the scheduled departure time. Departure and refreshment stop times will be given by the driver and passengers are requested to adhere to these times in order for us to comply with regulations governing driver's hours. Where possible and depending on driver's hours' regulations, excursions will have a comfort stop on the outward journey, with the return journey being non-stop. When making a booking you will be offered the best seats available. Requests for particular seats can be made, but as bookings are made on a first come, first served basis, we recommend you book early to avoid disappointment. Your allocated seat will be clearly stated on your confirmation. Occasionally, it may be necessary to reallocate single seats. Rowe Coaches reserves the right to change seat allocation or vehicle without notice, should circumstances deem necessary.

David Rowe

A handwritten signature in black ink, appearing to read 'D. Rowe', with a stylized flourish at the end.

Director

Applicable from 01/01/2019