

BUSYBUS

Terms & Conditions

These Terms and Conditions constitute a written agreement between BusyBus Ltd and its Customer (this being the person(s) who uses the products or services of BusyBus). BusyBus and its Customer(s) accept and agree to be legally bound by these Terms & Conditions. A credit or debit card guarantee, full or part payment and acceptance of such by BusyBus to use the products or services of BusyBus signifies an understanding and acceptance of these Terms & Conditions.

Reservations

Advance reservations are recommended to prevent disappointment. Such reservations can be made through the BusyBus website (www.busybus.co.uk), directly with the BusyBus telephone booking line: **+44 (0)870 874 1800** or through an approved BusyBus booking representative (such as Tourist Offices, Hotels and other such outlets).

Booking Guarantee

If booking through an approved BusyBus representative, full payment may be taken in accordance with their own terms and conditions of ticket sales. Your reservation is duly guaranteed by the issuing of a payment receipt or tour ticket(s).

If booking directly with BusyBus, your credit or debit card details will be requested to guarantee your reservation. No payment shall be debited until the day of your tour or travel, unless agreed otherwise. Where credit or debit card details are not, or cannot, be provided, BusyBus may, at their discretion, provisionally reserve your seat(s) but reserve the right to re-allocate them should another client request and secure them. In this case, you shall be duly notified.

Payment (Or Balance Payment) For Tours or Private Hire without Overnight Stops

Full payment (or balance payment, if applicable) must be made prior to completing your tour or travel. If a credit or debit card was used to secure your booking, then payment can be debited to this card before the end of your tour or travel. Alternatively, payment may be collected by the driver. Personal Cheque (with guarantee), cash, Visa, MasterCard, Switch, Solo, Delta, JCB, Maestro, Electon and American Express are all acceptable forms of payment. A full receipt can be issued upon request.

Cancellation by the Customer for Tours or Private Hire without Overnight Stops

BusyBus regret that the cancellation policy stated herewith is strictly imposed without exception as seating is limited and both highly costly and disruptive when not used:

Period Before Tour or Private Hire Start Day	% Payable Of Total Booking Value
8 Days Or More	0%
7 Days > 4 Days	25%
3 Day > 1 Day	50%
0 Days / No Shows / After Scheduled Departure	100%

Cancellation by BusyBus for Tours or Private Hire without Overnight Stops

Where BusyBus cancels, for whatever reason, and an alternative cannot be offered or taken, there shall be no penalty or administration charge and a refund in full (if applicable) shall be made within ten **(10)** working days of such a cancellation being advised and confirmed. No compensation, consequential losses or other such claim shall be accepted in the event of such a cancellation.

Payment (Or Balance Payment) For Tours or Private Hire with Overnight Stops

You will be required to pay a deposit payment for each person when you book your tour representing 10% of the total tour cost if booked more than 8 weeks prior to the departure date. If booked less than 8 weeks prior to the departure date then 100% is payable. In all cases, including balance payments, 100% of your tour must be paid 8 weeks prior to departure. Personal Cheque, cash, Visa, MasterCard, Switch, Solo, Delta, JCB, Maestro, Electon and American Express are all acceptable forms of payment. A full receipt can be issued along with a credit / debit card confirmation if applicable.

Cancellation by the Customer for Tours or Private Hire with Overnight Stops

BusyBus regret that the cancellation policy stated herewith is strictly imposed without exception, as seating is limited and both highly costly and disruptive to the company when not used:

Period Before Tour or Private Hire Start Day	% Payable of Total Booking Value
8 Weeks (56 days) or More	0%
8 Weeks > 2 Weeks (56 days > 14 days)	50%
14 Days > 1 Day	90%
0 Days / No Shows / After Scheduled Departure	100%

Cancellation by BusyBus for Tours or Private Hire with Overnight Stops

Where BusyBus cancels, for whatever reason, and an alternative cannot be offered or taken, there shall be no penalty or administration charge and a refund in full (if applicable) shall be made within ten (10) working days of such a cancellation being advised and confirmed. A maximum compensation, upon written request consideration and acceptance, will be payable in accordance with the following:

Period Before Tour Start Date	Maximum Compensation Per Person
8 Weeks (56 days)	£0
8 Weeks – 2 Weeks (56 days > 14 days)	£15
2 Weeks – Tour Start (14 Days > 0 Days)	£25

Compensation will not be payable and no liability will be taken where we are forced to cancel as a result of unusual or unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. No compensation will be payable if we cancel as a result of your failure to comply with these terms or if we have to cancel due to the Minimum Occupancy (see below) not being achieved. No additional compensation, consequential losses, additional travelling costs or other such claim shall be accepted in such an unfortunate event.

Booking Amendments

Wherever possible, a booking amendment shall be accommodated without charge or penalty if requested ten (10) days or more prior to the booking.

An administration charge of **10% of the net booking value** shall be payable for all amendments made less than ten (10) days prior to the booking departure if such an amendment is possible.

Where an amendment cannot be made and the original booking cannot be fulfilled, then the **Cancellation Policy** detailed above shall be applicable.

Minimum Occupancy

Some BusyBus tours are conducted on a **minimum occupancy** basis. In the event that minimum occupancy is not met by **3pm** on the day prior to the scheduled departure where there are no overnight stops involved, then the booking may, at the discretion of the management, be cancelled in accordance with our **Cancellation By BusyBus** clause above. For bookings involving overnight stops this notice shall be issued within a minimum of **14** days prior to the departure date and in doing so will release BusyBus of any compensation liability.

Prices Quoted

Prices quoted shall be current at the time of booking, acceptance and acknowledgment. The price agreed shall not be subject to any change unless forced due to circumstances beyond our control. Such circumstances shall include fuel surcharges or price increases exceeding 10% imposed after the booking, civil riot, region or National emergency, war, route closure, etc. Where such a price amendment is necessary, you will be notified in writing no less than twenty-eight (28) days prior to your booking. Should a price amendment be unacceptable, the booking may be cancelled in accordance with our **Cancellation Policy** above but without penalty or administration charge if confirmed as cancelled ten (14) days or more prior to the departure date.

Price Inclusions

Your BusyBus price shall include sightseeing as indicated on the itinerary (if applicable), transportation vehicle, qualified driver, tour escort (may be the same person as the driver – if applicable), statutory insurance, VAT, all taxes, loan of route map (and other associated items – if applicable) and anything specifically mentioned as “included”.

Price Exclusions

Your BusyBus price shall exclude personal insurance, snacks, lunch, beverages, optional activities and excursions, gratuities and any other items not specifically mentioned as being included.

Concession Requirements

As a general rule, bookings will be accepted at face value at the time of booking. However, at the driver's discretion, proof of any concession entitlement claimed may be requested at any time during fulfilment of the booking. Such proof shall include passport, identity card, student card or any other such document that contains a recognisable photograph and date of birth. Failure to produce such evidence immediately upon request may result in the concession being withdrawn and payment being requested amounting to the difference between what has already been paid and the full published adult price.

Attractions, Highlights & Stops

Attractions, highlights and stops visited during fulfilment may have specific reservation rules, payment procedures, health & safety rules and terms & conditions which shall be applicable in full in conjunction with these terms & conditions. Your BusyBus Escort will provide the details for these (if available) upon request.

As in any product and service of this type, you are entirely responsible at all times for your own safety and for that of others, especially whilst off the vehicle. Going off any unmarked pathways, through closed gates, barriers or otherwise is done so entirely at your own risk and no responsibility can, or shall, be taken by BUSYBUS in such an instance. If in doubt, please ask.

Personally Escorted

Some BusyBus tours are fully escorted by at least one member of BusyBus staff who is suitably trained in matters relating to the tour. Their knowledge and training includes BusyBus rules and procedures, health & safety, general first aid, geographical matters and local fact information. All BusyBus vehicles are supplied with an Operating Manual that shall include vital information about the tour, route, emergency procedures, hospitals, etc.

Seating

Where seat positions are not specified, seating assignments will be on a "first come, first serve" basis. In order for passengers to share equally in the comfort of the vehicle and sights of the tour, seats may be rotated in a definite pattern upon request and at the discretion of the Driver or Tour Guide.

Children

Some BusyBus tours are designed, routed and aimed at an adult audience. It is, therefore, not recommended that pre-speech children take such a tour as they may become bored, distract the accompanying adult from their tour and generally become disruptive to other passengers.

Children under the age of sixteen (**16**) shall not be permitted to use BusyBus unless booked with, and accompanied by, an adult at all times. Full responsibility for children remains with the accompanying adult, including general behavioural control so as not to disturb the other passengers.

Special Needs

Unfortunately, BusyBus is currently unable to offer special or modified vehicles to accommodate disabled or special need passengers requiring a wheelchair or other such mobility assistance and/or special seating. It is our intention to operate such a modified vehicle in due course but for the time being please discuss matters of this nature with us prior to booking and we will make every effort to accommodate special needs accordingly. We reserve the right to require persons who are unable to travel independently to be accompanied by a companion who is able to provide any necessary assistance and take full responsibility accordingly.

Animals / Pets

Animals and pets shall not be permitted to use BusyBus with the exception of a registered and documented guide dog in accompaniment of a visually impaired person. Full responsibility for such an animal remains with the accompanying person, including feeding, hygiene and general control so as not to disturb the other passengers.

Passenger Comfort

For the comfort and safety of all our passengers, the use of **alcohol, tobacco and non-prescribed drug** products is strictly prohibited on our vehicles at all times.

Insurance

BusyBus operates within UK laws that include compulsory and statutory insurance against accident and third party liability. Passenger insurance against personal injury, item theft, loss, or any other such event is not included and it is highly recommended that you take out your own Travel Insurance in good standard travel procedures.

Identification Documents

As is good practice (but not law in the UK) it is recommended that you carry with you some form of personal identification. This should also include detailed medical information about yourself (if applicable). Such identification is the sole responsibility of each person.

Pick Up and Drop Off

Some BusyBus tours depart from various locations on the BusyBus route. Upon securing your reservation, you have the choice of joining BusyBus at any one of the convenient locations that shall be offered when booking. If you need to take a transfer to get to one of the departure locations, costs, fees and/or parking charges may apply which will be your responsibility.

You may request a specific departure or drop-off point at the time of booking whereby every effort shall be made to accommodate such a request. However, in the interests and safety of all passengers, we cannot guarantee accommodating your request. If a request is accepted, it shall be confirmed at the time of booking and documented on your booking form.

Please be in a visible location when waiting for BusyBus. We strongly suggest you plan on arriving at least fifteen (15) minutes prior to the departure time. We will endeavour to return you to your drop-off point within fifteen (15) minutes of the scheduled drop-off time but cannot guarantee this due to traffic or other non-controllable influences.

Unless otherwise arranged and documented at the time of booking, BusyBus will be limited to collecting and dropping passengers only at the places booked. Additional or alternative pick up and drop off points will be at the sole discretion of the driver.

Late Arrival

In the interests of all, BusyBus operates a strict time-keeping policy for all pick-ups and will allow only fifteen (15) minutes after the scheduled pick-up time to lapse prior to departing. In the event of missing a departure, then the booking will be deemed as cancelled in accordance with our **Cancellation Policy** above and the full booking price shall be forfeited. In such an instance, it shall be the passenger's sole responsibility to travel further if required. No compensation, consequential losses, additional travelling costs or other such claim shall be accepted in such an unfortunate event.

During a tour, it is the passenger's responsibility to return to the vehicle or group on time, as agreed with the Tour Escort at each stopping point. Only fifteen (15) minutes shall be allowed to lapse after the scheduled meeting time prior to departure. Every effort shall be made to seek out a late person but in the event of a passenger missing departure, and the remainder of the trip, then the tour will be deemed as cancelled in accordance with our Cancellation Policy above and the full tour price as stated on the booking form shall be forfeited. In such an instance, it shall be the passenger's sole responsibility to travel further (or return to the tour starting point). No compensation, consequential losses, additional travelling costs or other such claim shall be accepted in such an unfortunate event.

Baggage

Passengers may bring with them, or accumulate, baggage that shall be of a suitable size so as to fit in the rear luggage compartment, overhead storage racks or under the seat. Child pushchairs, golf sets and additional baggage are also permitted as long as they are suitably folding and portable so as to fit into the bus's standard storage compartments. It is best to check with BusyBus prior to bringing or purchasing any large item. BusyBus will not accept any liability for loss, damage, breakage, theft, general handling or otherwise of any baggage.

Overall Enjoyment

BusyBus will not accept responsibility for your overall enjoyment. Whilst every effort will be made to maximise your pleasure and experience, it is accepted that every person's preference and tastes are unique and it would be impossible to satisfy all of our customers all of the time. However, BusyBus recognises that its own success is dependent on word of mouth referral and prioritises customer satisfaction accordingly.

Weather Conditions

BusyBus will not accept responsibility for last minute alterations or cancellations due to weather or other related circumstances that are beyond our control. In the event of such an occurrence, you will be offered an alternative tour date or cancellation in accordance with the Cancellation By BusyBus clause above.

Traffic & Road Conditions

BusyBus will not accept responsibility for delays or otherwise due to traffic and/or road conditions or other related circumstances that are beyond our control. In the event of such an occurrence, no compensation, consequential losses or other such claim shall be accepted.

Vehicle Breakdown or Immobilisation

BusyBus will not accept responsibility for last minute cancellations, delays or other related circumstances due to vehicle breakdown or immobilisation. In the event of such an occurrence, no compensation, consequential losses or other such claim shall be accepted. If this occurrence happens after departure BusyBus shall be responsible for returning you to your confirmed drop-off point within a reasonable time.

Liability

In so far as our duties extend in providing a professional, safe and fit-for-purpose product, BusyBus, its staff and its agents shall not be liable for any injury, loss, expense, damage, accident, delay, irregularity, stranded individual, personal negligence, weather, quarantines, sickness, disease, act of God, Government restriction, legal regulation or otherwise which are adjudged to be out of BusyBus's control.

BusyBus, its staff and its agents shall not be liable for any injury, loss, expense, damage, accident, delay, irregularity, stranded individual, personal negligence, weather, quarantines, sickness, disease, act of God, Government restriction, legal regulation or otherwise for any individual or company furnishing sub-contract services, transportation, attractions, accommodation or any other product or service in connection with a BusyBus Tour.

It is clearly stated, understood and agreed that, to the fullest extent to which liability may be excluded or avoided, BusyBus will have no liability, whether in contract or otherwise, for any losses, costs or damages, and in no event will be liable for any direct, indirect, incidental, special, punitive, expectancy or consequential damages, even if they are foreseen or foreseeable, arising or resulting from, or related to, the services and products of BusyBus.

In all cases, the maximum liability payable by BusyBus shall not exceed the total fee collected for the provision of the goods and/or services provided.

Warranty

BusyBus provides its service strictly on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose. Your UK statutory rights are unaffected by our Warranty terms.

BusyBus is not responsible for, provides no representations, warranties or guarantees with respect to, and will not be held liable in any way for any content, information, services or material on any third party supplier, including, without limitation, any third party recommended, named or utilised by BusyBus during a tour.

It is clearly stated, understood and agreed that, to the fullest extent to which warranty may be excluded or avoided, the maximum warranty payable by BusyBus shall not exceed the fee collected for the provision of the goods and/or services provided.

Reserved Rights

- The right is reserved to make operational changes at any time, whether to the route, itinerary or otherwise, with or without notice, which is considered necessary prior to departure.
- The right is reserved to cancel any booking at any time, should conditions or circumstances necessitate, offering substitutes of equal value or a full refund without administration charge or penalty as detailed under our **Cancellation by BusyBus** clause above. If circumstances warrant such action a full and documented reason shall be provided.
- The right is reserved to require persons who are unable to travel independently to be accompanied by an adult companion who is able to provide all necessary assistance and take full responsibility accordingly.
- The right is reserved to decline to accept, or retain, any person as a member of the passengers at the discretion of the Tour Guide or Driver. If circumstances warrant such action a full and documented reason shall be provided and an equitable cash amount without penalty or administration charge shall be refunded in accordance with our **Cancellation by BusyBus** clause above. In such an instance, it shall be the passenger's sole responsibility to travel further (or return to the tour starting point). No compensation, consequential losses, additional travelling costs or other such claim shall be accepted in such an unfortunate event.

Reasons for such action shall include, but not be limited to:

- Violent, racist, verbal abuse or other such unacceptable behaviour.
 - Failure to comply with the laws of the United Kingdom.
 - Drunk and disorderly behaviour.
 - Misuse of un-prescribed drugs.
 - Refusal or failure to comply with health & safety issues.
 - Refusal or failure to provide suitable evidence of entitlement to partake in a tour.
 - Refusal or failure to pay the correct fee for taking a tour.
 - Any other behaviour deemed disruptive, dangerous or insulting to other passengers.
- The right is reserved to re-allocate an unsecured booking at any time.
 - The right is reserved to make alterations or changes to these **Terms & Conditions** at any time, ensuring that customers with existing bookings receive the latest copy prior to taking their booking. Should the revised **Terms & Conditions** be unacceptable to a pre-booked customer, the booking may be cancelled without penalty or administration charge as detailed under our **Cancellation by BusyBus** clause.

Force Majeure

Except where otherwise expressly stated in these conditions, we cannot, and will not accept liability or pay compensation where the performance or prompt performance of our contractual obligations is prevented or affected by, or you otherwise suffer any damage or loss, as a result of "force majeure". For the elimination of doubt, in these conditions, "force majeure" means any event which we, or our sub-contractors, could not, even with all due care, foresee or avoid. Such events include, but are not limited to, war, threat of war, riot, civil strife, terrorism, industrial disputes, natural disaster, adverse weather, fire, etc.

Complaints & Disputes

Any disputes or complaints must be brought to the attention of BusyBus in writing no longer than twenty-one (21) days from the origin such. BusyBus shall then be granted an additional sixty (60) days to investigate and resolve such a dispute or complaint without involving third parties or outside solicitors, litigation or counsel.

In the event of a complaint or dispute not being satisfactorily resolved, both parties (the Customer and BusyBus) irrevocably agrees that the dispute will be settled and determined by final and binding arbitration pursuant to the United Kingdom and that such arbitration will be conducted in accordance with the Rules and Procedures in current effect under English law.

BUSYBUS LIMITED

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