

The Coast to Coast Packhorse

Passenger, Bicycle & Baggage Carriage Services

6. Limitation of Liability

- A. The Firm's liability shall not exceed £250 (Two hundred and fifty pounds) per Bag or £750 (Seven hundred and fifty pounds) per Bicycle, in respect of Baggage and/or Bicycles damaged or lost under Condition 4.
- B. The Firm shall not in any circumstances be liable for loss or damage to Baggage and/or Bicycles after Transit of such Baggage is deemed to have ended within the meaning of Condition 3 hereof, whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrong doing on the part of the Firm.

7. Indemnity of the Firm

The Customer shall indemnify the Firm against:-

- A. All consequences suffered by the Firm (including but not limited to claims, demands, proceedings, fines, penalties, damages, costs, expenses and loss of or damage to the carrying vehicle and to other goods carried) of any error, omission, mis-statement or misrepresentation by the Customer or other owner of the Baggage and/or Bicycle or by any servant or agent of either of them, insufficient or improper packing, labelling or addressing of the Baggage or fraud.
- B. All claims and demands whatever by whoever made in excess of the liability of the Firm in these conditions.

8. Excluded Goods

A. The Firm shall not be bound to deliver the following goods ('Excluded Goods'):-

- Explosive, inflammable, corrosive or dangerous goods
- Furniture, glass, china or other fragile goods (including cameras and camera equipment).
- Livestock, meat, fruit and vegetables and other perishable commodities.

B. If the Firm agrees to deliver any Excluded Goods or if undisclosed Excluded Goods are tendered to the Firm for delivery, the customer shall be responsible for all loss or damage whether physical, economic or consequential caused to or by the Excluded Goods while in the possession of the Firm.

9. Impossibility of Performance

The Firm shall be relieved of its obligation to perform any contract of carriage with a customer to the extent that the performance thereof is prevented by failure of the customer, fire, weather conditions, industrial dispute, labour disturbance or cause beyond the reasonable control of the Firm

10. Alteration of Pick-up Point Arrangements

The Pick-up Points are subject to change from time to time. The Firm is under no obligation to notify such changes to the customer, but use its best endeavours to notify any change.

11. Contract Jurisdiction

Your contract made under this agreement is subject to English Law & Jurisdiction. We make every effort to ensure that proper arrangements have been made for all Packhorse holidays & services and that other suppliers of any services (including accommodation providers) are efficient & reputable. However we do not have direct control over the provision of such services by those suppliers / accommodation providers and so cannot accept liability for any loss arising from actions or omissions of such suppliers / accommodation providers who are not our servants or agents.



Guidance on Baggage Transfer...

- Please wherever possible use a Rucksack or Holdall for your luggage.... or soft-sided rather than rigid sided suitcase.
- Please ensure your bag does not exceed the **maximum permitted weight of 20kgs**. If your bag is found to be overweight you will be asked to split the contents into another bag (for which you will be charged accordingly) before it is moved any further to avoid injury to drivers and Accommodation hosts.
- You will be provided with a robust **Packhorse baggage tag** to attach to your bag: Please do so securely in a visible position.
- Pre-booked customers will find with their baggage tags a set of sticky backed labels pre printed with respective Accommodation addresses. **Please ensure you stick the label identifying your next accommodation to the back of your baggage tag before pick up each morning.** Daily Customers (non pre-booked) should write their next accommodation address on the blank sticker provided on the back of their bag tag each day.
- Your Bag will be picked up by the Packhorse Minibus as it passes through each day. **Please make sure your bag is ready for collection by 9.00am in all locations except Kirkby Stephen (8.00am) and Keld (8.45am).**
- Your Bag(s) will, in vast majority cases, be at your Accommodation well ahead of your own arrival. If for any reason we have been unable to deliver / leave your bag safely at your nominated Accommodation we will leave a card advising you of an alternative point at which it may be collected as close as possible. Some Accommodations (eg. Black Sail Hut, Ennerdale YHA, Helvellyn YHA) are inaccessible and you will have been advised of alternative arrangements in this circumstance (either carry over of Bag for night or alternative drop off). If in any doubt please ask.
- Please do not leave valuables, breakables, money, camera equipment in your baggage.
- You are responsible for making sure the place you have booked to stay is fully accessible to our drivers to drop and collect from between 8am-4pm. If you are using an AirBnB or similar you must give us any access code or instructions. **Please be aware that if our driver is unable to obtain access to where you have booked then your bag will not be dropped / collected.**
- **If your schedule changes at all from the one the Packhorse is working to - please let us know in good time (no later than 7.00pm the night before)**
- If you make changes to your schedule after we have issued your tags and labels then we reserve the right to charge an additional admin fee of £25.00.

Guidance on Passenger Transport...

The two Packhorse Minibuses travel between St Bees and Robin Hood's Bay seven Days per week in the season and provide a unique service to Coast to Coast walkers and cyclists

*Both Minibuses depart Kirkby Stephen from the Packhorse Car Parking Site BY **8.15am PROMPT**. Please be aware that the Minibuses cannot wait for late arrivals. You must be parked and on the bus with your baggage stowed by the Driver by 8.15am.*

*Please remember to bring your baggage with you and do not leave it at your B&B. Please therefore plan to **arrive AT 8.05am**. (Please refer to Car park Location Map for detail of our bus departure point)*

*One Minibus departs west to St Bees (arriving approx. 10.00am), the other East to Robin Hood's Bay where it departs **opposite the Victoria Hotel (mini-roundabout by Car Park) at 4.00pm (latest)** to bring walkers & cyclists back to Kirkby Stephen by 6.15pm (latest). The minibus will leave Robin Hood's Bay as soon as all booked passengers are on board. This may be before 4.00pm.*

The Minibuses stop to collect baggage at all key locations on the return journey from St Bees to Kirkby Stephen and on the outward journey Kirkby Stephen to Robin Hood's Bay.

*If you want to get on the minibus over any stage - please where possible advise us the night before (by 7.00pm) in order that we can alert the driver to the fact that you will be waiting with your bag and to give you an approximate pick up time. **Please note that there is an additional charge of £10.00 per person per stage for transport taken in this way.** This is payable in cash to the driver.*

The Coast to Coast Packhorse Passenger, Bicycle & Baggage Carriage Services Terms & Conditions

1. Definitions and Interpretation

- 1.1 The expression 'The Firm' means The Coast to Coast Packhorse, of First Floor, Skywalk House, South Road, Kirkby Stephen, Cumbria, CA17 4SY.
- 1.2 The expression 'the Baggage' means one piece of luggage per person using the Firm's services which shall not exceed **20kgs in weight**.
- 1.3 The expression 'the Firm's Operation Period' means that period of the year during which the Firm operates its Service.
- 1.4 The expression 'Pick-up Points' refers to the locations at which the Firm's services may be used by customers. **This will include individual Accommodation locations where a door to door baggage service is provided.**
- 1.5 The expression 'Carriage' refers to the conveyance of passengers and baggage by the Firm in accordance with the conditions herein set out.
- 1.6 The expression 'Passengers' means customers of the Firm being transported by the Firm in one of its vehicles.

2. The Firm's Obligations

Subject to the following provisions, the Firm undertakes with the customer to provide the following services on a daily basis during the Operation Period.

- To load the baggage and/or **Bicycles** onto the Firm's vehicle(s) at Pick-up Points.
- To take on Passengers at Pick-up Points
- Carriage of Baggage and Passengers to Pick-up Points
- To set down Passengers and unload Baggage at Pick-up Points

3. Transit

- Transit shall commence when the firm takes possession of the Baggage and/or **Bicycles** and passengers at Pick-up Points
- Transit shall (unless otherwise previously determined) end when the Baggage and Passengers reach Pick-up Points and have been unloaded or set down.

4. Responsibility of the Customer

The Baggage and/or **Bicycles**, both during waiting time at Pick-up Points and during carriage, shall be at the risk in all respects of the customers. Passengers shall travel at the Passengers own risk in all respects and (without prejudice to the above) the Firm shall not be liable unless by reason of the Firm's negligence, neglect or other wrong doing, there is loss or damage to the Baggage and injury to passengers while in the custody or control of the Firm. The Customer is responsible for ensuring unrestricted access to the accommodation they have booked for the Firm's drivers. The Firm is entitled not to collect or drop bags where the driver cannot gain access. All bags must be within the 20kg weight limit. No items are to be attached to the outside of the bag. The Firm is entitled not to move any bag that is in excess of 20kg or has items attached and cannot be held responsible for any items attached to the bag.

5. Liability for Loss and Damage

The Firm shall not be liable for any injuries, loss, damage, error, delay or omission occurring during Transit as defined in condition 3 hereof if the Firm establishes that on the balance of probabilities this was substantially caused by one or more of the following:-

- A. Act of God or
- B. War, hostile military action, rebellion, riot, or civil commotion or
- C. Orders of any government, public or local authority or service or forfeiture under legal process or
- D. Strike, lockout or other industrial action or
- E. Insufficient or improper packing or
- F. Handling, loading, stowage or unloading of the Baggage by or on behalf of the customer or
- G. The nature of the Baggage exposing it to total or partial loss or damage through breakage, rust, decay, desiccation, leakage, wastage, inherent or latent defect or vice, or natural deterioration or