

## Booking Conditions — Services

All bookings are made and accepted subject to the terms set out in these conditions.

### **DEFINITIONS AND INTERPRETATION**

The expression 'The Firm' means The Coast to Coast Packhorse, of Unit 2 Wild Boar, Kirkby Stephen Business Park, St Lukes Road, Kirkby Stephen, Cumbria, CA17 4HT.

The expression 'the Baggage or Bag' means one piece of luggage per person using the Firm's services which shall not exceed **20kgs in weight**.

The expression 'the Firm's Operation Period' means that period of the year during which the Firm operates its Service.

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.

The expression 'Carriage' refers to the conveyance of passengers and baggage by the Firm in accordance with the conditions herein set out.

The expression 'Passengers' means customers of the Firm being transported by the Firm in one of its vehicles.

### **BOOKING**

We reserve the right to decline any booking.

A completed online booking form with full payment is required when booking.

If there is any error with the booking payment OR you subsequently request additional services and insufficient payment is made then you must pay the balance at least two weeks before your trip starts.

If the balance is not received by this date we shall be entitled to treat the booking as having been cancelled by you.

We are under no obligation to furnish luggage tags, labels and any documents to you until full payment for the booking is received.

Any person or other representative who makes a booking in accordance with the above and in whose name the booking is invoiced even though acting on behalf of other persons named on the booking form that person is primarily responsible to us for all payments in respect of the booking.

If you subsequently adjust or amend your booking in any way after we have posted out your luggage tags or emailed you confirmation of booking for Passenger Transfer then we reserve the right to charge a £25.00 administration fee for each and every amendment.

In the event of cancellation - whether as a result of your express written cancellation or by virtue of you not paying your balance by the date specified - a cancellation fee shall become payable.

The cancellation fee shall be calculated in the following way:-

- More than 40 days before commencement date of service = £25.00
- 30 - 39 days before commencement date of service = 50% of total price OR £25.00 whichever is the higher
- 15 - 29 days before commencement date of service = 90% of total price
- Less than 15 days before commencement date of service = 100% of total price

#### **FAILURE TO MAKE USE OF OUR SERVICES**

No refund or compensation shall be made by us to you for any part of our service not made use of by you once your trip has commenced, unless your failure to do so is the result of negligence, neglect or other wrong doing on our part.

#### **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

#### **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.

#### **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.

#### **GUARANTEE OF COST OF SERVICES**

The price of your services is fully guaranteed. Whilst we reserve the right to change our prices at any time, before you book, the price of your service provision as shown on your confirmation letter / invoice will not be increased unless you amend the booking after it is issued.

#### **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.

#### **IMPORTANT NOTE – FORCE MAJEURE**

Compensation or refunds will not be payable if we are forced to cancel or in any way change your services due to war, or threat of war, riots, civil commotion, industrial disputes, disaster, terrorist activities or alteration or cancellation of scheduled services or other events outside our control.

#### **LIABILITY FOR LOSS AND DAMAGE**

The Firm shall not be liable for any injuries, loss, damage, error, delay or omission occurring during Transit 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
- H. Insufficient or improper labelling or addressing on the Baggage or mis-statement or misrepresentation or
- I. Other act, default, omission of the customer, his servants or agents, or of any person having an interest in the goods or

#### **LIMITATION OF LIABILITY**

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.

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, 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.

## **INDEMNITY OF THE FIRM**

The Customer shall indemnify the Firm against:

- 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.
- All claims and demands whatever by whoever made in excess of the liability of the Firm in these conditions.

## **EXCLUDED GOODS**

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, camera equipment and laptops).
- Livestock, meat, fruit and vegetables and other perishable commodities.

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.

## **INSURANCE**

We strongly recommend that you take out personal holiday insurance to cover illness, injury, personal belongings and cancellation. Please ensure your policy covers mountain walking and/or cycling and its associated risks. It is your responsibility for checking that you and everyone in your booking have the correct level of insurance and we will not be liable for any costs, howsoever arising, in excess of any travel insurance cover purchased.

## **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 and Services and that other suppliers of any services (including accommodation providers) are efficient and 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.