

The following conditions apply whether or not a contract of carriage has been entered into as a quotation being offered or whether a contract has been made verbally or in writing. In these conditions of carriage, any reference to the Company means Sussex Coaches, any reference to the hirer means to whom the booking contract has been issued

1. Vehicles are hired subject to availability at time of receipt of order.
2. In the event of a National Emergency, or Force Majeure or any unforeseen or unavoidable shortage of drivers or vehicles, the company reserves the right to cancel any booking without liability to the hirer. The Company shall not be responsible for failure to execute this contract by reason of accident, fire, tempest, strikes, or any cause outside their control. There is no guarantee that the vehicle will perform a journey in a given time and the Company shall not be accountable for any loss, inconvenience, or damage, which may arise, from delay, detention or breakdown.
3. Taxes, fees and charges change constantly and can be imposed or altered after the date we have issued your booking contract. We reserve the right to levy a surcharge particularly in relation to fuel rates.
4. The right is reserved to subcontract a vehicle from another coach operator without notice to the hirer.
5. Vehicles must not be sublet, lent or licensed by a Hirer to another coach operator
6. The Vehicle is constructed to carry the number of passengers indicated, and under no circumstances should the number of passengers exceed this. Seating Capacity and type of coach are not necessarily indicative of the size or facilities of the vehicle supplied. Every effort will be made to supply vehicles with the facilities or seating as shown or advised. But they cannot be guaranteed to be available on the day of the journey.
7. Refreshments may be consumed on the coach provided no damage is caused and that adequate provision is made to remove any ensuing rubbish. Alcohol is not permitted by law to be carried or drunk when travelling to or from specified sporting events. Glass utensils must not be used while the vehicle is in motion.
8. Personal effects and luggage are carried at owner's risk. The gangway and emergency exits must remain unobstructed at all times. The person appointed by the hirer to be in charge of the party shall ensure the correct number of cases are taken onto the coach and taken off at the destination. The company does not guarantee to accommodate items other than one regular sized suitcase for each passenger and small hand baggage; however every effort will be made to accommodate additional items wherever possible. Please refer to our Coach Hire department for guidelines. The Company shall not be responsible for loss or damage to luggage or any other property brought on or to the vehicle during the period of hire however caused.
9. The driver is responsible for the safety of the vehicle, any passenger whose conduct is a breach of statutory regulations may be removed on the driver's authority. The hirer will be responsible for any damage caused to the vehicle by the passengers during the period of hire. The company reserves the right to withdraw all services in the event of unruly conduct by passengers or damage caused to company vehicles. Please note that in the event of vehicle being soiled or wilfully damaged, due to passenger intoxication, the company reserves the right to charge a spoilage charge.
10. The direct route will normally be taken between any two points unless mentioned to the contrary beforehand in writing.
11. Unless otherwise stated road tolls, and parking charges, are not included in the quotation and will be charged extra. Admission into events or attractions is not included in the cost of hire unless otherwise stated. The hirer is also responsible for portage charges unless arrangements have been made, beforehand.
12. The hours agreed with the company for the operation of any hire(s) must be observed (Other than in case of serious emergency or diversion) so that the current regulations governing drivers' hours and rest periods may be complied with. The company reserves the right to curtail or otherwise amend any hire which does not comply with the relevant regulations. Any deviations to the route must be agreed with our Coach Hire department before the journey commences. Any additional time or mileage will be charged extra.
13. In case a vehicle is required during the time a coach is at a destination the company reserves the right to withdraw the vehicle to undertake another journey. The vehicle may also be withdrawn if the group are more than 15 minutes late except in extraordinary cases. In this event the company accepts no liability for the cost of the alternative transport.
14. Lost property may be claimed from Sussex Coaches, Unit S2, Rosier Business Park, Coneyhurst Road, Billingshurst, RH14 9DE. A discretionary charge of 10% may be applied. Sussex Coaches cannot be held responsible for the safeguard of items left on the companies' vehicles or premises
15. In the event of cancellation by the hirer, the company reserves the right to charge a percentage of the value of the booking. 25% if cancelled with less than seven days notice and 50% with 48 hours or less notice in all months except June July or August

for those months 25% will be charged for cancellation with 14 days or less notice, and 50% if cancelled with less than 7 days notice. With less than 48 hours notice or If the booking has not been cancelled but not undertaken the company reserves the right to charge up to 100% of the booking value. Cancellation of a booking will only be accepted on the date of receiving written confirmation of curtailment. This may be by email, or post and must state the reason for cancellation. Cancellation charges do not apply to postponement or amendments' providing the replacement trip occurs. Charges will not apply under special or exceptional circumstance at the managers discretion.

15. For customers who make payment on account late payments may incur interest charges at 4% per month.

6. The hirer must also take full responsibility for any other costs incurred by the company as a result of curtailment.

17. Animals cannot be carried on the company's vehicles without the express permission of the proprietor. Service animals will always be carried, we would be grateful for notice if you do intend to travel with a service animal on a privately hired vehicle.

18. The company will not be liable for any loss, injury, damage, or delay, where inclusive arrangements have been made incorporating other companies' services. In any event the company will not be liable for any claims beyond the value of coach hire.

19. It is the responsibility of the hirer to provide the driver with suitable accommodation and meals when a coach is away overnight, unless otherwise agreed beforehand.

20. If a driver is required by the hirer to act as guide or courier this should be arranged in advance, and is subject to English law.

21. Any complaints in respect of the company's service should be made in writing within 21 days of the journey date.

22. Notices or decorations shall not be displayed on or from, the vehicle without the previous consent of the Company in writing.

23. This contract shall not be cancelled or varied in whole or in part except by mutual consent of the Company and the hirer. The Company accepts no responsibility for the non-observance of any subsequent alterations the terms of contract notified either verbally or by telephone, unless confirmed in writing by the hirer so as to be received by the Company, not less than forty-eight hours before the date of such journey. However in event of the hirer not complying with the agreed terms of payment or conditions of coach hire the contract may be terminated forthwith. The hirer will under all circumstances be responsible for any outstanding payments or liabilities contained within our conditions.

24. Orders are only accepted in that the law of England shall apply to the contract arising from such an order and to the determination of the rights and liabilities of the proceedings shall be brought by either party in relation to such contract except in a court of competent jurisdiction in England.

25. The company will levy the appropriate rate of tax for the period of hire and the hirer must accept liability for any change in rate.

26. Drivers have the discretion as to the suitability of roads and access points that a vehicle can enter or travel through. No liability can be accepted if a vehicle is unable to complete a journey due to the unsuitability of a road or location. If a vehicle is invited onto private land, the hirer accepts full responsibility for the suitability of the premises for the purpose.

27. Local and National Guidelines and laws in relation to any Pandemic or Public Health Requirements must be observed.

28. For all enquiries, suggestions or complaints, please address these to the attention of the Customer Service Team, Sussex Coaches, Sailors Cross, Green Street, Shipley. RH138PB. Or email us at info@sussex-coaches.co.uk