



Road Haulage Association Limited

SPECIAL CONDITIONS FOR COACH TRIP

Effective June 2024

Company Stamp or details

MERLIN TRAVEL
31 Rutherford Road
Glenrothes
KY6 2RT

0 3 7 7 8 6 - 0 0 0 RHA membership number

(hereinafter referred to as "the **Operator/we/us**") agrees to carry the Customer on the conditions set out below (the **Conditions**). No servant or agent of the Operator is permitted to alter or vary these Conditions in any way unless expressly authorised to do so in writing by a Director of, Principal of, or Partner in the Operator, or by another person separately authorised by such a person in writing. If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Conditions.

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CONDITION 10 (OUR LIABILITY TO YOU).

You may contact us at:

Email: _____

Address: _____

Telephone: _____

1. DEFINITIONS

In these Conditions;

"*Booking Confirmation*" means the confirmation provided by the Operator to the Customer of the Customer's booking.

"*Contract*" means the contract between the Customer and the Operator for the provision of the Services.

"*Customer/You*" means the person making the booking.

"*Services*" means the passenger transport services and any ancillary services provided by the Operator as more specifically set out in the Booking Confirmation.

"*Significant Changes*" means any changes to the main characteristics of the Services outlined in the Booking Confirmation.

"*Tickets*" means tickets or bookings made by the Operator for any event, show, concert, sporting event, theatre, theme park, meals, accommodation or otherwise.

"*In writing*" includes email.

2. INTRODUCTION

- 2.1 These Conditions form a key part of our contract with you.
- 2.2 Once you have booked a ticket for travel with us you will then receive a Booking Confirmation at which point you will be entering into a contract with us.
- 2.3 These Conditions apply to anyone who travels with us and by boarding our vehicles it is deemed that you have accepted and will abide by these Conditions.
- 2.4 When you make a booking with us as the lead name, you agree on behalf of all persons detailed on the booking that you agree to and have authority to be bound by these Conditions.

3. PAYMENT

- 3.1 At the time of making a booking, a non-refundable deposit must be paid for each person on the booking. The amount of such deposit is as detailed on our website or brochure.
- 3.2 The balance of the cost of the Services must be paid by the payment date stated on your Booking Confirmation (the **Balance Due Date**).
- 3.3 If the balance is not paid by the Balance Due Date, we reserve the right to cancel your booking and apply the cancellation charges as set out in Condition 4.

4. CANCELLATION

- 4.1 You may cancel your booking at any time before departure by emailing us or writing to us at the addresses set out above.
- 4.2 Your notice of cancellation will only be effective from the date at which it is received by us.
- 4.3 Cancellation charges will be payable per person based on the scale set out below and are calculated as a percentage of the total fees payable per person for the Services, excluding the cost of any Tickets which form part of the booking, for which cancellation charges will be payable in accordance with Condition 4.4. The cancellation charges set out below reflect the likelihood of us being able to re-sell the cancelled Services. Where possible, cancellation charges will be deducted from the amount of any payment already made at the date of cancellation.

Number of days before departure on which cancellation is received	Cancellation Charge
More than 50 days	Full deposit
49 to 22 days	50% charge
21 to 15 days	75% charge
14 days or less	100%

- 4.4 Where any Tickets are cancelled or postponed and we are unable to obtain a refund for part or all of the cost of such Tickets, we shall be entitled to charge you an amount equal to any costs which were not refunded to us.

5. ALTERATIONS BY YOU

- 5.1 You may transfer a booking to someone else without payment of the cancellation charges provided the person to whom you transfer the booking to satisfies any conditions which may form part of your Contract with us. Any costs incurred by us in implementing the transfer will be charged to you. Such costs may include but are not limited to any charges imposed on us by any of our suppliers or any charges incurred as a result of any amendments required to Tickets.

- 5.2 Should you wish to change the date of your booking we will endeavour to do so where possible, however in circumstances where this is not reasonably possible then cancellation charges will be payable in accordance with Condition 4. Where we agree to a date change we reserve the right to charge an administration fee of £25 per person and any costs incurred by us in implementing the date change will be charged to you. Such costs may include but are not limited to any charges imposed on us by any of our suppliers or any charges incurred as a result of any amendments required to Tickets.

6. ALTERATIONS OR CANCELLATION BY US

- 6.1 In certain circumstances we may need to make changes to your booking and we reserve the right to do so. In most cases any required changes will be insignificant, and we will notify you of any insignificant changes prior to departure. Where we are required to make any Significant Changes to Services due to factors outside of our control, the provisions of Condition 6.2 shall apply.
- 6.2 In the event of any Significant Changes, we will notify you of the following in writing as soon as reasonably practicable:
 - 6.2.1 The proposed alteration and any impact this may have on the price;
 - 6.2.2 Details of any alternate Services we are able to offer and the prices applicable to such alternate Services;
 - 6.2.3 Details of how you may cancel your booking and receive a full refund if you do not want to accept the alteration or alternate Services;
 - 6.2.4 The period of time in which you have to notify us of your decision.
- 6.3 In certain circumstances we may need to cancel your booking, in which case we will refund all payments you have made to us within 14 days of the date of our cancellation and we will not be liable to you for any compensation or other costs or losses which you may have incurred.
- 6.4 In order for us to be able to provide the Services we require a minimum number of bookings. The required minimum may vary from one booking to another and we reserve the right to cancel a booking where the minimum number of bookings is not met.

7. YOUR OBLIGATIONS

- 7.1 You shall:
 - 7.1.1 ensure that all details on the Booking Confirmation are correct and notify us as soon as possible if any information is inaccurate or incomplete;
 - 7.1.2 notify us at the time of making the booking if you or any individual on your booking will be travelling with a mobility scooter or wheelchair, or has any health concern which may affect their ability to travel, in order for us to ensure that our vehicle is suitably equipped;
 - 7.1.3 notify us at the time of making the booking of any special requirements, however we cannot guarantee that all special requirements can be met;
 - 7.1.4 ensure that you adhere to all departure times notified to you. Failure to do so could result in you being left behind;
 - 7.1.5 ensure that you bring any travel documents which may be required and that any such documents are valid. It is your responsibility to check what travel documents, if any, may be required for your booking;
 - 7.1.6 be responsible for taking out any insurance policies which may be required for your booking.

- 7.2. If the performance of any of our obligations under the Contract are prevented or delayed by any act or omission by you (**Customer Default**):
- 7.2.1. without limiting or affecting any other right or remedy available to us, we shall have the right to suspend performance of the Services until you remedy the Customer Default, and to rely on the Customer Default to relieve us from the performance of any of our obligations in each case to the extent the Customer Default prevents or delays the performance of any of our obligations;
- 7.2.2. we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as a result of a Customer Default.

8. CUSTOMER CONDUCT

- 8.1. The driver at their discretion may remove or refuse to carry any Customer whose behaviour they consider may prejudice the safety of the driver, passengers, the vehicle, other road users or pedestrians.
- 8.2. You must wear the seatbelts provided on vehicles at all times whilst the vehicle is in motion.
- 8.3. No food or drink may be consumed on the vehicle without the prior written consent of the Operator.
- 8.4. Smoking or vaping is not permitted on board the vehicle.
- 8.5. Animals are not permitted on board the vehicle, save for assistance dogs which must be notified to the Operator prior to the date of travel.

9. CUSTOMER PROPERTY

- 9.1. All vehicles are subject to restrictions in respect of the amount and size of luggage or other personal items that each vehicle is safely equipped to carry and such restrictions are dependant on the type of the vehicle.
- 9.2. It shall be solely at the driver's discretion as to whether an item of luggage or other property belonging to a Customer can safely be carried on a vehicle.
- 9.3. Mobility scooters must not be more than 600mm wide and 1000mm in length and the combined weight of the user and their scooter must not exceed the safe working load of the ramp used to board the vehicle. It will be at the Operator's discretion as to whether larger mobility scooters will be accepted on the vehicle. Where the vehicle is not fitted with a ramp, mobility scooters must be able to be stowed in the vehicle's luggage hold.
- 9.4. Wheelchairs must be of a size which can safely fit within a vehicle's dedicated wheelchair space or safely stowed in the luggage hold.

10. OUR LIABILITY TO YOU

- 10.1. We shall not be liable for:
- 10.1.1. any losses suffered by you as a result of any delays arising from any breakdown, traffic congestion, road closures or other event beyond our reasonable control;
- 10.1.2. any losses which could have been avoided by you taking reasonable action, including following our reasonable instructions.
- 10.2. Subject to Condition 10.3, our liability in respect of claims for loss of or damage to property, howsoever arising, shall in all circumstances be limited to the lesser of:
- 10.2.1. the value of the property actually lost or damaged; or
- 10.2.2. the value of replacing the property actually lost or damaged and/or reconditioning or repairing any damage to the property; or
- 10.2.3. £500.00 per bag, case or package;

with an overall limit of £1000 per passenger. It is your responsibility to ensure that any items over this value are insured separately for loss and damage.

- 10.3. Where either the UK Passenger Rights Regulations or the EU Passenger Rights Regulations apply and the loss of or damage to any wheelchair, other mobility equipment or assistive device is caused by us, we shall be liable for the cost of replacement or repair of the equipment or devices lost or damaged.
- 10.4. Nothing in these Conditions limits any liability which cannot legally be limited nor are your statutory rights as a consumer affected.

11. MAKING A COMPLAINT

- 11.1. Should you have any complaint whilst travelling on our vehicle, then please notify the driver at a time when it is safe to do so and the driver will endeavour to resolve any complaint straight away.
- 11.2. If the driver is unable to resolve your complaint or if you would like to make a complaint at any other time, please contact us at the contact details set out above.

12. LAW AND JURISDICTION

Unless otherwise agreed in writing, the Contract and any dispute arising under it or in connection with it shall be governed by English law and each party irrevocably agrees that such dispute shall be subject to the exclusive jurisdiction of the English courts.

**THESE CONDITIONS MAY ONLY BE USED BY MEMBERS OF THE
ROAD HAULAGE ASSOCIATION**