



# Road Haulage Association Limited

## Coach Trip Conditions of Carriage 2024

### Explanatory Notes and Guidance for Members

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#### **BACKGROUND**

These terms and conditions are to be used by the members of the Road Haulage Association (RHA) with fully paid-up membership. These conditions are specifically for use by coach operators providing individual seat bookings, for example for travel in connection with day trips or events, whereby the operator is contracting with individual passengers rather than hiring out the vehicle as a whole. These terms are not applicable to any other types of contracts for passenger travel. These terms and conditions will, if incorporated correctly, have contractual effect on both parties to an agreement. These terms are for use with consumers and as consumers have certain rights which would not be applicable in business-to-business relationships, these terms are drafted as much as they can be in favour of the coach operator whilst still remaining fair to the consumer. We recommend that all members use these conditions for any day trips which they carry out.

**Please note that these terms and conditions may only be used by RHA Coaches Members and cannot be used by anyone who is not a paid up member of RHA, unless they are explicitly permitted to do so by someone within the RHA with authority to authorise such a decision, and for which written confirmation of this permission is received.**

In order to incorporate these terms, there are some considerations the member must have when entering into agreements with their customers. These terms will not have contractual effect and will not bind the parties to an agreement unless the customer is aware at the time of entering into a contract that these terms apply. This means that RHA Members wishing to use these terms must make it explicitly clear to their customers at the outset that these terms and conditions will apply to their day trip booking. We recommend that when providing prices to customers, whether this is via the coach operator's website, via email or other means of booking, the below wording should clearly be stated:

*'The RHA Coach Trip Conditions of Carriage shall apply to all day trips provided by [COMPANY NAME].'*

Along with providing the customer with a copy of the terms. We also recommend that if possible, the operator includes a tick box within the booking process that the customer must tick to confirm that they have read the RHA Coach Trip Conditions of Carriage. It would also be advisable for the operator to consistently refer to the application of the Conditions of Carriage throughout their communications with the customers, for example members may choose to refer to the application of the terms and conditions at the bottom of emails and any other correspondence with the customer, including on any ticket which may be given to the customer. This makes it undeniably clear that the customer understands that the RHA member operates under these terms and conditions and that these are the terms that apply to the contract.

As these terms are for use with consumers it is particularly important that it is made clear to the customer who the operator is and how they may contact the operator, therefore it is imperative that the operator includes their contact details within the relevant section of the terms on page 1.

## **DEFINITIONS**

The definitions set out in the Conditions of Carriage operate to clarify the main body of the terms. On the whole the definitions are fairly self-explanatory.

**‘Contract’** – means the agreement between the customer and coach operator for the provision of the services. The method in which the agreement was reached between the parties does not matter and it will still constitute a contract whether the agreement was made orally, by email or by way of a signed agreement.

**‘Services’** – this covers all passenger transport services provided to the customer along with any other services which may be included as part of the booking, for example booking any event tickets.

**‘Significant Changes’** – this definition is referred to in condition 6 regarding any alternations made to bookings. Any change to the main characteristics of a booking would be deemed to be a significant change. This would mean where there is a change to a main part of the booking, for example if the booking included tickets to a show but the show is cancelled or changed to a different show.

## **INTRODUCTION**

The main reason for this condition is to outline at what point a contract between the customer and the operator comes into existence. This condition provides that a contract comes into existence at the stage at which the operator issues a written confirmation of the booking to the customer. The reason that it is important for the contract to come into existence at this point rather than at the time at which the customer makes the booking, is to prevent the operator from being bound by the contract where circumstances may have changed since the day trip was advertised.

## **CANCELLATION**

Where a customer cancels a booking within a certain time period before the date of travel, then certain cancellation charges will be payable by the customer, with the amount of the cancellation charge increasing the closer the notice of cancellation is to the date of travel.

This condition also covers the scenario in which as part of the services being provided, the operator is also responsible for booking tickets, such as event tickets, concert tickets or theatre tickets as outlined in the definition of ‘Tickets’ under Condition 1. Where any tickets are cancelled or postponed by the third-party provider, then the operator will still be entitled to charge to the customer any amount for those tickets which could not be refunded by the third party.

## **ALTERATIONS BY YOU**

This condition covers any alterations made to the booking by the customer. This condition effectively allows the customer to transfer the booking to someone else or change the date of the booking free of charge, providing that the operator does not incur any costs as a result of the change, in which case such costs would be charged to the customer. Where it is not possible to change the date of a booking then the cancellation charges set out above would be applicable.

## **ALTERATIONS OR CANCELLATIONS BY US**

The operator shall be entitled to make any insignificant changes to the booking, providing that the operator notifies the customer of such changes prior to departure. An insignificant change would be a change which does not significantly affect the booking, for example making a minor change to a departure time, such as bringing the departure time forward by 30 minutes.

Where there is a Significant Change (see explanation in the definition section above), the customer will need to be provided with details of how their booking is affected, details of any alternative services which could be offered and the applicable costs of such alternative services or details of how they may cancel their booking and receive a full refund.

This conditions also allows the operator to cancel the booking where any minimum booking requirements are not met. In which case the operator would need to give a full refund but would not then be responsible for any further compensation to the customer.

### **YOUR OBLIGATIONS**

This condition sets out certain obligations on the customer, for example to ensure that all details provided as part of the booking are correct, to notify the operator of any special requirements and to adhere to all departure times.

In the event that the operator's performance is delayed or prevented as a consequence of the actions of the customer, then the operator is entitled to suspend performance of its obligations until the situation is remedied by the customer. In doing so, the operator will not be liable for any costs or losses sustained or incurred.

### **CUSTOMER PROPERTY**

This condition makes it the discretion of the driver as to whether an item of luggage or other personal property can safely be carried on the vehicle, therefore allowing the driver to refuse to allow any oversized luggage onboard.

It sets out specific sizes for mobility scooters and wheelchairs which will be allowed on the vehicle and provides that it shall be at the driver's discretion whether to allow any mobility scooters and wheelchairs onboard which are larger than the specified size.

### **OUR LIABILITY TO YOU**

This section pertains to more general liabilities which may arise under the contract with the customer, inclusive of but not limited to costs, losses or damage to property which may arise during the performance of the contract. That being said, in accordance with the tests of reasonableness and in consideration of legislation relating to the fairness of contracts, there are instances where we are not able to totally exclude or limit liability. For example, where it is deemed unfair to totally exclude liability for damage to passenger property, the operator's liability is limited to the lesser of the value of the property actually lost or damaged, the value of replacing or repairing that property or £500 per bag, case or package. The overall limit for damage to property is then £1000 per passenger.

On top of this, where there is any loss of or damage to a wheelchair, mobility equipment or other assistive device which is caused by the operator, then the operator will be responsible for the cost to repair or replace such lost or damaged equipment.

With respect to wholly excluded liabilities, these conditions exclude any losses suffered as a result of delays due to breakdowns, traffic, road closures or any other event beyond the operator's reasonable control.

### **MAKING A COMPLAINT**

As these terms are for use with consumers it is imperative that customers are made aware of how they can make a complaint.

### **CONCLUSION**

The above advice and explanatory notes should adequately explain the key mechanisms of the RHA Coach Trip Conditions of the Carriage and the effect that they may have on contracts between RHA Members and their customers. It is important to note that these terms are to be used only in relation to day trips and would not be applicable to other types of passenger travel. The terms are drafted in favour of the coach operator, whilst still remaining fair to the consumer and so we would recommend that they are incorporated into every booking for day trips as outlined at the beginning of these explanatory notes.