# **RS EXPRESS LTD - Terms and Conditions**

## Application:

- Application of Terms and Conditions:
- These terms and conditions apply to all contracts, whether made verbally or in writing.
- The hirer is responsible for the actions and decisions of all passengers, incurring additional costs if they travel or not.

### Quotations:

- Validity of Quotations:
- Quotations are for Minibus with a driver and are valid for 7 days, unless otherwise notified.

### Use of the Vehicle:

- Vehicle Use Agreement:
- The hirer cannot assume the use of the vehicle between outward and return journeys without prior agreement.
- The Company reserves the right to charge additional fees for extra mileage or time beyond the agreed terms.

### Seating Capacity:

- Maximum Seating Capacity:
- The maximum number of passengers allowed is indicated on the vehicle.
- Standing passengers are not allowed, and the driver will not exceed the seating capacity.

### Animals:

- Policy on Animals:
- Animals, except guide dogs, will not be carried on any vehicle.

### Payment:

- Payment Terms:
- Full payment is required seven days prior to the hire.
- Invoices are due for payment within 14 days of the invoice date.

### Cancellation by Hirer:

- Cancellation Charges:
- £25.00 administration charge for cancellations 7 days or more before the hire date.
- 50% of the cost for cancellations between 7 and 2 days of the hire date.
- 100% of the cost for cancellations 1 day before or on the day of hire.

### Conduct of Passengers:

- Passenger Conduct:
- The driver ensures vehicle safety, and passengers breaching regulations will be removed.
- The hirer is responsible for damages caused by passengers during the hiring.

### Fouling Charge:

- Cleaning Charge:
- £200.00 cleaning charge for fouling in vehicles.
- A £25.00 reduction if paid on the night. Full payment within five days.

#### Route:

- Route Agreement:
- The route is at the discretion of the company unless specified by the hirer.
- The hirer is responsible for accounting for all passengers at agreed times.

### Breakdown/Delay:

- Breakdown and Delay:
- The company does not guarantee specific journey completion times.
- Not liable for inconvenience or loss due to breakdown or delay.

### **Drivers Hours:**

- Compliance with Drivers Hours:
- The hirer is responsible for ensuring the driver adheres to agreed hours.
- Additional costs incurred due to breaches are the hirer's responsibility.

### Property:

- Luggage Restrictions:
- Vehicles have restrictions on luggage for safety reasons.
- The company is not liable for damage or loss of passenger property left on a vehicle.

#### Insurance:

- Insurance Recommendation:
- Hirers and passengers are recommended to obtain insurance for limited liability items (e.g., delay or luggage).

### Surcharges:

- Operating Cost Adjustments:
- The quotation is based on operating costs at the quotation date.
- The company may pass on increased costs due to factors like fuel or government action.

## Booking and Reservation:

- Process for Making a Reservation:
- Reservations can be made by contacting our customer service.
- To confirm a reservation, customers must provide relevant details, including date, time, pick-up and drop-off locations, and the number of passengers.
- Payment Terms and Cancellation Policy:
- Payment is required in advance to secure a reservation.
- Cancellations made 24 hours or more before the scheduled trip will receive a full refund.
- Cancellations within 24 hours of the scheduled trip are non-refundable.
- Reservation Confirmation Process:
- A confirmation email or SMS will be sent to the customer upon successful reservation.
- It is the customer's responsibility to review and verify the reservation details for accuracy.

### Fees and Payment:

- Clear Explanation of Pricing Structure:
- Our pricing is based on factors such as distance, duration, and the number of passengers.
- Additional charges may apply for extra mileage, waiting time exceeding 15 minutes, or special requests.
- Payment Methods Accepted:
- We accept payments through credit/debit cards, electronic funds transfer, and other methods specified on our platform.
- Additional Charges:
- Customers will be notified of any additional charges before confirming the reservation.
- Extra charges may apply for changes in itinerary or services requested during the trip.

### Cancellation and Refund Policy:

- Clear Guidelines on Cancellations:
- Customers can cancel reservations through our platform or by contacting customer service.
- RS Express reserves the right to cancel reservations due to unforeseen circumstances.
- Refund Policies:
- Refunds will be processed within 5 business days for cancellations eligible for a refund.
- Refunds will be issued using the same payment method used for the original transaction.

# Responsibilities of the Parties:

- Responsibilities of RS Express and the Customer:
- RS Express is responsible for providing safe and timely transportation.
- Customers are responsible for providing accurate information and adhering to the terms and conditions.
- Restrictions on Passenger Behavior:
- Passengers must refrain from behaviour that may jeopardise their safety or that of others.
- RS Express reserves the right to refuse service to passengers engaging in inappropriate behaviour.

# Vehicle Usage:

- Permitted Use of the Minibus:
- The minibus is for transportation purposes only and should not be used for any illegal activities.
- Any changes to the agreed-upon itinerary must be communicated and approved in advance.
- Restrictions on Smoking, Eating, or Consuming Alcohol:
- Smoking, eating, and consuming alcohol are strictly prohibited inside the minibus.
- Cleaning fees may apply for any damage caused by violations of this policy.

#### Insurance:

- Insurance Coverage:
- RS Express maintains insurance coverage for the minibus and passengers.
- Details of insurance coverage are available upon request.
- Handling Insurance Claims:
- In the event of an incident, customers must promptly report the incident to RS Express.
- RS Express will assist in processing insurance claims as per the terms of the insurance policy.

### Liability and Indemnification:

- Limits of Liability:
- RS Express's liability is limited to the cost of the transportation service.
- RS Express is not liable for any consequential or incidental damages.
- Customer Indemnification:
- Customers agree to indemnify RS Express against any claims, damages, or liabilities arising from their actions or negligence.

### Driver Conduct:

- Expectations for Driver Behaviour:
- Drivers are expected to conduct themselves professionally and courteously.
- Customers can report any issues with the driver to RS Express customer service.
- Reporting Issues with the Driver:
- Customers should report driver conduct issues promptly to allow for proper investigation and resolution.

## Force Majeure:

- Unforeseeable Circumstances:
- RS Express is not liable for service disruptions caused by events beyond our control, such as natural disasters or strikes.

### Termination of Service:

- Conditions for Termination:
- RS Express reserves the right to terminate service in the event of noncompliance with these terms or for reasons beyond our control.
- Penalties or Fees for Early Termination:
- Penalties or fees may apply for early termination by the customer, as specified in the reservation terms.

### Privacy Policy:

- Collection and Use of Customer Information:
- RS Express collects and uses customer information for the sole purpose of providing transportation services.
- Customer information is treated in accordance with our Privacy Policy.
- Data Protection Compliance:
- RS Express is committed to complying with data protection laws and regulations.

#### Dispute Resolution:

- Process for Resolving Disputes:
- Disputes will be resolved through negotiation, mediation, or arbitration as deemed appropriate by RS Express.

### Governing Law:

- Jurisdiction and Governing Law:
- These terms and conditions are governed by the laws of [Your Jurisdiction].
- Any legal disputes will be subject to the exclusive jurisdiction of the courts in England and Wales.

## Updates to Terms and Conditions:

- Right to Update:
- RS Express reserves the right to update these terms and conditions.
- Customers will be notified of any changes, and continued use of our services implies acceptance of the updated terms.

By using RS Express services, customers acknowledge that they have read, understood, and agreed to these terms and conditions. It is recommended to review these terms periodically for any updates. If there are any questions regarding these terms, customers should contact RS Express customer service for clarification.