

ETA OPTIONS Limited

TERMS AND CONDITIONS OF SALE

CUSTOMER STANDARD TRANSPORT HIRE

1. DEFINITIONS

1.1 In these Terms the following words and phrases will have the following meanings unless inconsistent with the context:

"Agreement" means any agreement between ETA Options and the Customer for the purchase of the Services as set out in Clause 2.

"ETA Options" means ETA Options Limited, of 14 Kings Walk, Thornton Cleveley's, Lancashire FyY6 1HZ. A company registered in England and Wales number 5982432. Registered office as above.

"Coach Company" means any third party provider contracted by ETA Options to provide the Services on its behalf to the Customer.

"Limousine Company" means any third party provider contracted by ETA Options to provide the Services on its behalf to the Customer.

"Customer" means the person(s), firm or company whose order for the Services is accepted by ETA Options.

"Force Majeure" means any reason preventing ETA Options from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable contemplation and control of ETA Options, including, but not limited to, traffic congestion; vehicle breakdown; emergency or act of terrorism; compliance with any law or regulatory requirement; accident; adverse weather conditions; strikes or other industrial disputes; defaulting of subcontractors.

"Order" means an order for the Services made by the Customer.

"Services" means the hire of coach and driver to the Customer by ETA Options as set out overleaf and in any booking confirmation.

"Terms" means the standard terms and conditions of sale set out in this document together with any special terms agreed in writing between the Customer and ETA Options.

"Quotation" means any quotation given by Coach Hire to the Customer for the provision of the Services.

1.2 The headings in these Terms are for convenience only.

2. AGREEMENT

2.1 The Agreement will be upon these Terms and shall exclude all other terms and any previous oral or written representations, including any terms or clauses which the Customer purports to apply under any similar document whatsoever, including any purchase, acknowledgement or confirmation of order.

2.2 The Agreement is formed when an Order is accepted by ETA Options, or a booking confirmation is issued by ETA Options, whichever is the earlier. Each acceptance of a Quotation will be deemed to be an Order.

2.3 Save as set out in the Agreement, these Terms may only be varied or amended in writing and signed by an authorised signatory of ETA Options.

2.4 The Customer is deemed to act on behalf of all passengers using the Services. If the Customer is a company, group or partnership, an individual must be named as the person authorised to deal with ETA Options on the Customer's behalf. The Customer is responsible for the actions and decisions of all the passengers using the Services.

2.5 Each Quotation is given on the basis of information provided by the Customer. The route used will be at the discretion of ETA Options unless a specific route has been specified by the Customer in writing.

3. SERVICES

3.1 The Services will be as set out in the relevant booking confirmation.

3.2 All descriptions or illustrations contained in ETA Options publicity material (including but not limited to brochures and any website) are issued or published for the sole purpose of giving an approximate idea of the services represented by or described in them and they will not form part of the Agreement.

3.3 ETA Options may change the provision of the Services:

3.3.1 To conform with any relevant safety or other statutory or regulatory requirements; or

3.3.2 Which do not materially affect their quality or performance.

3.4 The Customer will ensure, prior to placing an Order, that the seating vehicle to be supplied meets its requirements and will not at any time load such vehicle beyond any specified seating capacity.

3.5 In providing the Services, ETA Options reserves the right to substitute another vehicle of at least equivalent quality.

3.6 Where ETA Options arranges ancillary facilities such as meals, ferries, admission tickets or any other services provided by another supplier (other than the Services) it does so on behalf of the Customer. Any terms and conditions imposed by such other suppliers through ETA Options shall, insofar as they are supplied to the Customer, be binding on the Customer as if it had directly contracted such services.

3.7 If the Customer organises items in addition to the provision of transport, ETA Options may be required to comply with the provisions of the Package Travel, Package Holidays and Package Tour Regulations 1992 ("Regulations"). Where ETA Options falls under the provisions of the Regulations, it will issue separate terms and conditions in respect of the Regulations, and this Agreement shall only apply in respect of the Services.

3.8 All vehicles hired by ETA Options are subject to restrictions in respect of luggage for statutory safety reasons. The Customer acknowledges that ETA Options shall be the sole judge as to whether and to what extent passenger's property is carried. The Customer shall take all reasonable steps to notify ETA Options in advance of any specific requirements in respect of property.

3.9 ETA Options shall transport property of the Customer on the understanding that ETA Options will take reasonable steps to avoid loss or damage. Notwithstanding this, the Customer acknowledges that the transport of property is at the Customer's risk and the Customer shall insure accordingly. The Customer shall notify ETA Options if any particular steps are to be taken to safeguard property and acknowledges that it is its responsibility to minimise risk of loss when it is left unattended.

3.10 All articles of property recovered from the vehicle will be held at the premises at which the vehicle is based in accordance relevant statutory regulations, details of which are available on request.

3.11 The Customer shall ensure:

3.11.1 A high standard of behaviour of all passengers at any time during the provision of the Services and that passengers adhere to all instructions of the driver of the vehicle;

3.11.2 That no passengers shall smoke, consume alcohol or consume food on the vehicle, unless agreed in writing by ETA Options

3.11.3 That no animals (other than guide dogs and any other dogs approved by ETA Options in advance) may be carried on any vehicle without prior written agreement from ETA Options.

3.11.4 That all passengers adhere strictly to the collection times set out in the booking confirmation;

3.11.5 That no bill, poster or notice is displayed on the vehicle without prior written consent.

3.12 The Customer shall not delay or interrupt any journey in such a way that the driver of a vehicle is at risk of breaching any statutory regulations relating to driving hours and duty time, details of which are available on request

4. CANCELLATION

4.1 If the Customer wishes to cancel the Agreement, the following scale of charges will apply in relation to the price, and payments shall be due and payable immediately.

Cancellation Notice Charge

28 days or more - Deposit

21 – 28 days - Deposit plus 25% of balance

14 – 20 days – Deposit plus 50% of balance

8 – 13 days – Deposit plus 75% of balance

1 – 7 days 100% of all amounts due including deposit

Specific notice periods apply to promotional vehicle hire and will be advised to the customer.

4.2 Where the Agreement is cancelled, Customer accommodation, meals and theatre tickets which have already been purchased by ETA Options as agent on behalf of the Customer and cannot be refunded will be charged to the Customer plus any reasonable administration charges in respect of such purchases.

5. PRICE AND PAYMENT

5.1 The price for the Services will be as set out in the booking confirmation and is exclusive of:

5.1.1 Any costs in addition to the cost of coach and driver (unless stated otherwise);

5.1.2 All parking charges and road tolls whether in the United Kingdom or abroad;

5.1.3 The costs of additional mileage or time incurred in providing services to the Customer;

5.1.4 Any value added tax or other applicable sales tax or duty; and such sums will be added to the sum in question.

5.2 ETA Options will be entitled to vary the price for the Services:

5.2.1 Following any changes in the Order made at the request of the Customer and agreed by ETA Options;

5.2.2 To comply with the requirements referred to in Clause 3.3.1;

5.2.3 Where a Coach Company cancels its contract with ETA Options and ETA Options is required to contract with an alternative Coach Company (and ETA Options will use reasonable endeavours to keep any price increase resulting from such changes to a minimum).

5.3 Any deposit is non-refundable, and the Customer shall pay for the Services in full and in cleared funds prior to performance of the Services. All payments will be made in pounds sterling. Time for payment will be of the essence.

5.4 All payments to be made by the Customer under the Agreement shall be made in full without any set-off, restriction or condition and without any deduction or withholding for or on account of any counterclaim or deductions or withholdings of any nature, unless the Customer is required by law to make any such deduction or withholding.

5.5 ETA Options may use any payment made by the Customer to ETA Options to settle such of the invoices for the Services as ETA Options thinks fit, despite any purported appropriation by the Customer.

5.6 If any sum payable under the Agreement is not paid when due, that sum will bear interest from the due date until payment is made in full, both before and after any judgement, at 4 % per annum over Barclays Bank plc base rate from time to time. Payment of such interest shall be without prejudice to ETA Options rights under the Agreement. ETA Options shall in addition be entitled to suspend performance of the Services until the outstanding amount has been received by ETA Options from the Customer.

6. PERFORMANCE

6.1 ETA Options will use reasonable endeavours to perform the Services at the times set out in the booking confirmation.

6.2 If, despite the endeavours set out at clause 6.1, ETA Options is unable for any reason to fulfil any performance at the specified times, ETA Options will be deemed not to be in breach of this Agreement, and ETA Options will not have any liability to the Customer for direct, indirect or consequential loss (all three of which terms include, but are not limited to, loss of profits, loss of business, depletion of goodwill, pure economic loss and like loss) howsoever caused (including as a result of negligence) by any delay or failure in performance.

6.3 If the Customer fails to provide any instructions, documents, licences or authorisations required to enable the Services to be performed on time (except solely on account of ETA Options default), the Services will be deemed to have been performed on the due date. ETA Options may, without prejudice to its other rights, charge the Customer the price for the Services.

7. WARRANTY

7.1 The Customer shall notify ETA Options of any concerns it may have in respect of the Services in writing within 14 days. ETA Options shall use its reasonable endeavours to deal with any such concerns to the satisfaction of the Customer.

7.2 ETA Options will, subject to clause 7.3, refund to the Customer the cost of the Services within a reasonable period from the date of performance of the Services which are proved to the reasonable satisfaction of the parties not to comply with the Order due to defects in performance.

7.3 The provisions of clause 7.1 will not apply where the Customer is in breach of any of the provisions of this Agreement.

8. EXCLUSION OF LIABILITY

8.1 ETA Options does not exclude its liability (if any) to the Customer:

8.1.1 for breach of ETA Options obligations arising under relevant legislation, including but not limited to the Supply of Goods and Services Act 1982;

8.1.2 for personal injury or death resulting from ETA Options negligence;

8.1.3 for fraud;

8.1.4 For any matter which it would be illegal for ETA Options to exclude or to attempt to exclude its liability.

8.2 Except as provided in Clause 8.1, ETA Options will be under no liability to the Customer whatsoever for any damage or for any direct, indirect or consequential loss (all three of which terms include, but are not limited to, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with any breach by ETA Options of any of the express or implied terms of the Agreement.

8.3 Except as set out in Clause 8.1, ETA Options hereby excludes to the fullest extent permissible in law, all express (other than those set out in the Agreement) or implied, statutory, customary clauses, warranties and stipulations or otherwise which, but for such exclusion, would or might subsist in favour of the Customer.

8.4 The Customer agrees to indemnify, keep indemnified and hold harmless ETA Options from and against all direct, indirect or consequential loss (all three of which terms include, but are not limited to, loss of profits, loss of business, depletion of goodwill and like loss), costs, expenses, liabilities, injuries, damages, claims, demands, proceedings or legal costs and judgements which ETA Options incurs or suffers as a consequence of direct or indirect breach or negligent performance or failure in performance by the Customer of the terms of the Agreement.

9. FORCE MAJEURE

9.1 ETA Options will be deemed not to be in breach of the Agreement or otherwise liable to the Customer in any manner whatsoever for any failure or delay in performing its obligations under the Agreement due to Force Majeure, provided that it has and continues to comply with its obligations set out in Clause 9.2.

9.2 If ETA Options performance of its obligations under the Agreement is affected by Force Majeure:

9.2.1 It will give written notice to the Customer as soon as reasonably practicable after becoming aware of the Force Majeure specifying the nature and extent of the Force Majeure, and will at all times use all reasonable endeavours to bring the Force Majeure event to an end and, whilst the Force Majeure is continuing, mitigate its severity;

9.2.2 It will refund to the Customer the balance of any monies paid to it by the Customer after deduction of all non-refundable costs and expenses incurred by ETA Options plus ETA Options reasonable expenses;

10. GENERAL

10.1 If any clause or part of the Agreement is found by any court or equivalent body to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Agreement and will be ineffective without, as far as is possible, modifying any other provision or part of the Agreement and this will not affect any other provisions of the Agreement which will remain in full force and effect.

10.2 No action taken by the parties pursuant to this Agreement will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent, or employer and employee. Neither party has, nor may it represent that it has, authority to act or make any commitments on the other party's behalf.

10.3 No failure or delay by ETA Options to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

10.4 The Agreement is personal to the Customer who may not transfer all or any of its rights or obligations under the Agreement without ETA Options prior written consent. ETA Options may transfer and/or sub-contract all of its rights or obligations under the Agreement without the consent of the Customer.

10.5 The parties to the Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

10.6 This Agreement shall be governed by and construed in accordance with English law and subject to the jurisdiction of the English courts.

11. PROMOTIONAL VEHICLE HIRE

11.1 WHEREAS ETA Options Limited uses its best endeavours to obtain and supply buses of the highest quality, our customers' attention is drawn to the fact that these buses are, by their very nature, well-used and well-travelled and should not be confused with a brand new product.

The Owner of the vehicle will retain ownership of the vehicle provided and the name of the Owner will be supplied upon request.

11.2 INSURANCE

The Owner shall insure the vehicle for road risks insurance only, and only when the Owner's employed driver is driving. In self-drive circumstances or when the Customer's own driver is employed, comprehensive insurance must be effected by the Customer. In situations of static use on or off the public road, public liability insurance is to be taken out by the Customer. The Customer shall fully and completely indemnify the Owner in respect of all claims by any reason whatever for injury to persons or property caused by and in respect of all costs and charges in connection therewith whether arising under state or common law.

11.3 MAINTENANCE & ALTERATIONS

In the event of vehicle or equipment malfunction, the Owner must be informed at the earliest possible opportunity. The Owner will send an engineer to deal with the problem or authorise local repair. At his own discretion and expense the Customer may arrange for a local engineer to attend and to change any faulty part. Should this option be taken up by the Customer then it is essential that the old part be returned with a label affixed to it identifying it as faulty for the Owner's inspection.

Any malfunction caused by misuse, neglect or malicious vandalism will be repaired at the cost of the customer, including any consequential loss suffered by the Owner. Should the Owner have to incur expenses as a result of incorrect usage by the Customer then a full call out charge at the rates governing at the time will be charged including all transport charges.

Under no circumstances may the Customer remove any equipment or accessories from the Vehicle.

11.4 DELIVERY IN GOOD ORDER

The Owner will warrant that each vehicle supplied for hire has a current British Ministry of Transport Class V test certificate, attesting to its satisfactory standard road worthiness and where applicable, a Class VI certificate to allow the transportation of fee-paying passengers.

11.5 INSPECTION

The Customer shall at all times allow the Owner or his agents to have reasonable access to the equipment to inspect, test, repair or replace same.

11.6 CONSENTS, LICENCES & PERMISSIONS

The Customer shall obtain all permissions, consents, and licences required for the vehicles under any statute, regulation or byelaw and comply with any conditions imposed in respect thereof.

The Customer shall be responsible for complying with any legislation or regulations governing the importation of the vehicle into any foreign country of destination, compliance with that country's traffic regulations and compliance with local event restrictions at which the vehicle may be deployed.

11.7 AVAILABILITY OF VEHICLES

All vehicles or equipment are offered subject to availability at the time of receipt of written order; no liability can be accepted should a vehicle not be available through circumstances beyond ETA Option's or the Owner's control.

11.8 RENTAL & PAYMENT TERMS

The hire charges under this agreement will be paid by the Customer punctually to ETA Options. No allowance or deduction shall be permitted from such hire charges in respect of any period where for whatever reason the vehicle shall not be used by the Customer. Payment shall be made strictly in accordance with the terms of the agreement. In the event of late payment ETA Options reserves the right to charge interest at the rate of 1.5% of the amount outstanding per month.

ETA Options reserves the right to amend hire rates by giving seven days notice in writing to the Customer at any time after the minimum hire period has lapsed.

Upon placing an order for a vehicle, a non-refundable deposit will become payable by the Hirer to the Owner

11.9 SUB-LET

The Customer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Vehicle and shall protect against distress, execution, or seizure and shall indemnify the Owner against all damages, losses, costs, charges and expenses that may be occasioned by failure to observe and perform this condition except in the case of government requisition.

The Customer shall not assign his rights hereunder nor sub-let or lend the vehicle or any part of its equipment to a third party without the prior consent of ETA Options and the Owner.

11.10 CONSEQUENTIAL LOSS TO 3rd PARTY

No liability will attach to ETA Options or the Owner for any consequential loss or damage due to any failure in the vehicle or equipment or non-arrival or late delivery or any breach of contract by ETA Options or the Owner for any cause whatever, including the negligence of ETA Options, ETA Options employees or the Owner or the Owner's employees.

11.11 USE OF VEHICLE PROMOTIONAL PICTURES

The Customer agrees that ETA Options, its business associates or any of its trading partners can use pictures of the vehicles supplied, with or without any branded livery or other promotional materials involved in the use of the vehicle, in order to provide ETA Options with promotional materials to other potential or actual customers.

11.12 TERMINATION

ETA Options shall be entitled to terminate the agreement forthwith and repossess the equipment in the event of the failure of the Customer to comply with any of the conditions herein contained.

It is the responsibility of the Customer to make the vehicle available at the termination of hire.

Where the period of hire is indeterminate or having been defined becomes indeterminate the contract shall be determined by seven days notice in writing given by either party to the other in the event of failure to give such notice then hire for the period of the seven days is chargeable.

If the hire is terminated prematurely the Owner is entitled to payment in full for the minimum hire period stated.