

TERMS AND CONDITIONS OF CARRIAGE

Use of vehicle

The vehicle must always be used solely for the intended purpose as agreed during the booking process. The quotation has an extensive description of start, finish and any intermediate stops. Any variation of itinerary must be notified and agreed upon. Heart international travel is expecting hirers to maintain decorum and avoid defacing the vehicles. Internal cctv footage will be checked and presented as evidence to prosecute individuals who purposefully damage or deface the vehicles. In addition all passengers are expected to abide by all applicable legislation in all countries where the journey takes place.

Quotation

A quotation is made subject to vehicle availability based on hirer's demands. The price is established at the time of acceptance of the quote and doesn't change due to external factors out of hirer's control such as inflation rates, fuel price fluctuations, weather conditions etc. Heart international travel reserves the right to amend the final price at any time due to hirer's inaccuracies at the time of booking or hirer's desire to amend the itinerary. All vehicle hire is subject to a non refundable booking fee payable at the time of quote confirmation by hirer. Acceptable forms of payments are cash or via bank transfer. Unless otherwise stated, admission charges, meals, accommodation, toll charges and parking charges are not included in the quotation. For full package holidays booked with Heart international travel the quotation will be intended fully inclusive of everything needed for passengers and drivers. All quotations are exclusive of VAT which needs to be added to the final price if applicable. Quotations are valid for 28 days subject to

vehicle availability. After this time a new quotation must be obtained.

Confirmation

Confirmation of the booking is done in writing via email through the company's official email address with confirmation of payment of the booking fee. Any itinerary alterations must also be done in writing via email, as soon as practically possible

Payment

Payment takes place in two stages. The first stage is a non refundable booking fee of 50£ per passenger for tour bookings or 100£per passenger for full package holidays. The booking fee for day trips, sports events, weddings, excursions etc will be agreed on a case by case and will not exceed 10£ per passenger per day. this payment must be done upon acceptance of quotation in order to confirm the booking and secure the vehicle.

The second stage is payment of any outstanding amounts as per quotation. This must be completed no later than:

7 days prior to date of hire for day trips, excursions, sports events, weddings etc

45 days prior to day of hire for tour hire

60 days prior to day of hire for full package holidays

Cancellation

The hirer may cancel at any time after accepting the quotation and confirming the booking subject to forfeiting the booking fee. If the hirer cancels a booking no further amount will be due. The operator may consider refunding the booking fee on a case by case basis when the hirer incurs in a situation of force majeure and reasonable notice has been given.

Example: A hirer has booked a full package holiday to Barcelona. After paying the booking fee, the departure is only 65 days away but all of Barcelona gets flooded. Due to the flood and the uncertainty of the conditions at the time of arrival at destination,

the hirer decides to cancel the trip. Heart international travel would refund the booking fee.

Heart international travel will make every effort to complete undertaken journeys, however the operator reserves the right to cancel bookings at any time due to misinformation from the hirer if and when such misinformation may put passengers and/or drivers in danger. The operator also reserves the right to cancel bookings in cases of force majeure. Full refunds will be issued to hirer if no alternative arrangements can be made by operator and no further liabilities will be due from operator to hirer

Drivers hours

There are extensive rules governing drivers hours which the operator must comply with at all times. Any change in the agreed itinerary must be agreed in advance, subject to drivers hours availability. In case of misrepresentation or misinformation from the hirer, the operator reserves the right to alter

the itinerary to safeguard both passengers and drivers.

Seating capacity

Hirers must book a vehicle with a seating capacity in line with the number of passengers. All passengers must be seated at all times with their seatbelts securely fastened. Passengers who need to use the onboard toilet or catering facility may do so entirely at their own risk without disrupting the driver and safe operation of the vehicle.

Children

It is the hirer's responsibility to ensure all underaged children are properly supervised at all times.

Animals

Only assistance dogs and guide dogs are allowed on board our vehicles without previous agreement. Every other instance must be notified during booking process.

Alcohol

No alcohol is permitted to be carried or consumed on board our vehicles without prior consent from Heart international travel. In case of a sporting event hire, alcohol is not allowed on board under no circumstance. Please familiarise yourself with the Sporting event act 1995 (control of alcohol) if you intend to hire a vehicle for a sporting event. Failure to comply with the legislation, may result in penalties. The hirer will indemnify the operator for any fines, costs, expenses or any losses incurred as a result of any breach of this act.

Smoking and use of drugs

Smoking and use of drugs and other illegal substances are not allowed at any time. Internal CCTV footage may be used to prosecute offending passengers

Passengers conduct

The driver is responsible for the safety of the passengers and vehicle. Any passenger whose conduct is in breach of statutory

regulations or is otherwise considered by the driver to be unacceptable or to be a dangers to others, may be removed from the vehicle or prevented from boarding on driver's discretion in order to ensure safety. The hirer is responsible for passengers' safety and for any damage or soiling cause to the vehicle by passengers during the hire. A cleaning surcharge of 200£ plus any repair costs to fix or repair damaged parts of the vehicle will be debited to hirer. Internal CCTV may be used to prove passenger misconduct.

Posters and banners

No posters, banners, flags etc are to be displayed on the vehicle without prior authorisation from the operator

Route and time variation

In the event of a route and/or time variation the hirer has to liaise with the driver who will be the sole person deciding if the variation will have an adverse impact on the overall journey. If the variation takes the vehicle and driver on a longer journey, the operator

reserves the right to make an additional charge commensurate with the cost incurred by the operator. When the vehicle departs at the agreed time and departure point, the operator will not be liable for any loss incurred by late passengers. Late departures must be agreed with driver.

Substitution

The operator reserves the right to provide a larger vehicle than the one booked, at no additional charge. The operator also reserves the right to substitute vehicle for other vehicles with similar or better standard due to operational needs, at no extra charge. The operator reserves the right to substitute vehicles during journeys for parts or whole journeys due to operational needs. The operator reserves the right to substitute vehicles with a vehicle from a partner company to meet operational needs.

Package holidays

Heart international travel reserves the right to change itinerary, ferry crossings, hotels,

visits, guided tours, attractions and every other aspect of the package in order to keep passengers safe and comfortable. The operator will try to keep disruptions to a minimum and will always liaise with the hirer. In cases where changes, amendments or substitutions are needed, the operator will make every effort to ensure similar or better quality and conditions are met.

Delays

The operator gives departure and arrival times to hirer in good faith, but does not guarantee such times hence the operator will not be liable for any delays and loss or inconvenience caused by such delays

Passenger property

For safety reasons the driver may refuse the carriage of certain passengers' luggage. Passengers may carry luggage in the seating area only if it fits in the overhead lockers. No items are to be left between the seats and/or the isle. The operator will not accept any liability for loss or damage to property left on

a vehicle by a passenger or whilst the passenger is on the vehicle. Any items of lost property recovered from a vehicle will be held in a secure location at the operator's depot. Arrangements to recover lost property can be made via email at info@heartinternationaltravel.co.uk.

Exclusion of liability

Apart from cases of death or personal injury arising due to operator's negligence, the operator's liability shall never exceed the charge paid by hirer to operator

Distracting the driver during journeys

It is the hirer's responsibility to ensure that passengers do not distract the driver while the vehicle is in motion. As a general rule, passengers must not speak to the driver at any time while the vehicle is in motion. The only exception is in case of emergency, one passenger may approach the driver to make him/her aware of the emergency

Complaints

In the event the hirer has any complaints about the services received, the hirer should approach the driver who will make any reasonable effort and adjustment to offer assistance and a solution to the situation. Further complaints can be made in writing via email at info@heartinternationaltravel.co.uk