

## **Big Green Coach Terms and Conditions**

Any person who purchases a ticket and travels on a Big Green Coach service agrees to these Terms and Conditions.

Big Green Coach agrees to carry our customers and their luggage for the journey purchased and stated on their ticket subject to these Terms and Conditions.

### **Interpretation of Terms**

The listed words shall have the following meanings:-

**“Big Green” “Big Green Coach” “Big Green Coach Limited” “Big Green Group”** The company incorporated and registered in England and Wales. Company number: 06783732  
Registered Office: 28, The Avenue, Rubery, Birmingham B45 9AL

**“Conduct or Industry Regulations”** means the Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990 as amended by the Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) (Amendment) Regulations 2002

**“Contract”** means any agreement for the supply and purchase of the Services provided by Big Green Coach Limited and/or its suppliers and partners

**“Customer”** means any person or company who purchases the services from Big Green Coach Limited

**“Service(s)”** means the outward and return journeys provided or arranged by Big Green Coach Limited between two stated locations

**“Event Entry ticket”** means a ticket that is valid for entry to a specified special event.

**“Event Owner/Promoter”** means The organisation or person(s) whom own and/or manage the special event to which Big Green Coach Limited is operating coach services and/or sells event entry tickets on behalf of.

**“Driver”** means the driver of a Big Green Coach Limited vehicle, supplied under contract by a third party

**“Website”** means the Big Green Coach Limited website [www.biggreencoach.com](http://www.biggreencoach.com) and [www.biggreencoach.co.uk](http://www.biggreencoach.co.uk)

**“day(s) of operation”** means the dates on which Big Green Coach Limited have scheduled services for which they have sold tickets to travel to customers

**“lead customer”** the customer who makes the purchase and in the case of a group booking becomes the main contact

**“coach” or “vehicle”** means the coach or other means of transport provided by Big Green Coach, or a third party on which you are travelling for the purpose of fulfilling the service purchased by the customer

**“concessionary ticket”** means any ticket issued by us or on our behalf to travel on a Big Green Coach service for which a discounted fare is applicable

**“luggage”** means any property which the customer wishes to be transported with them either in a vehicle luggage hold or on their person on the vehicle.

**“Special Conditions”** means any additional conditions relating to a ticket which may be set out by Big Green Coach at any time and may be applicable to any promotional or concessionary tickets or any tickets sold alongside event entry tickets.

**“ticket”** means any ticket issued by us or on our behalf, which details any service for which travel is permitted and a fare has been paid.

**“eticket”** means any “ticket” which is issued electronically

**“special event”** means any event, such as a music festival or sporting event, that is the destination or pick up point of a service or journey

**“Notice(s)”** Should Big Green Coach Limited have to alter or cancel the ticket and the details of the ticket we will make all reasonable effort to contact the customer with a notice using the customer details as stated during the ticket booking process and/or via the website.

**“third party” “third party carrier” or “operator”** a company to which we contract all or part of a journey.

**“we”, “us” “ourselves” and “our”** refers to Big Green Coach limited, a company registered in England and Wales, with registered number 06783732, and whose registered office is at 28, The Avenue, Rubery, Birmingham B45 9AL

**“you”** means the lead passenger who agrees to these Terms and Conditions for the purpose of travelling on a service with Big Green Coach.

Any reference to **“writing”** or **“written”** includes faxes and e-mail.

Where the words **include(s)**, **including** or **in particular** are used in these Conditions, they are deemed to have the words **without limitation** following them and where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

In these Terms and Conditions a reference to the singular shall include the plural and vice versa.

### **Contractual agreement**

Outgoing Ltd is acting in the capacity of a booking agent for Big Green Coach. By completing this transaction you are agreeing to the Terms and Conditions below.

Outgoing Ltd does not promote Big Green Coach products nor do they set prices. They only charge a booking fee or transaction fee

Outgoing Ltd will deduct your payment from your card at the time it processes your credit / debit card transaction. When you purchase a ticket via the Big Green Coach website, all

transaction details that you provide to us (including your name and credit card details) will be held and used in accordance with Outgoing's Privacy and Cookie Policy and will be encrypted using SSL (secure socket layer) technology. Outgoing will take reasonable steps to safeguard transaction details, but you acknowledge and agree that the use of internet booking can never be completely secure.

Outgoing are responsible for refunds and payment disputes in accordance with the Event terms and conditions laid down by Big Green Coach Ltd. Any payment disputes or issues should be directed to Outgoing Ltd who's address is 3 The Stables, Wilmslow Road, Manchester, M20 5PG.

These Terms and Conditions form the basis of your contract with Big Green Coach Ltd. In *these Terms and Conditions 'you' and 'your' are references to the lead passenger who must book on behalf of all persons named on the booking.* By agreeing to these Terms and Conditions, the lead passenger confirms that he/she is so authorised and agree to be bound by these Terms and Conditions. References to 'we', 'our', and 'us' are references to Big Green Coach Ltd. Please note, changes to these Terms and Conditions or to any of the information appearing in our promotional material will only be valid if expressly agreed by us in writing. When we have confirmed your booking by issuing a confirmation and receipt for full payment, a contract exists under which we accept responsibility for the provision of all products described on web site.

### **Paying for your booking**

Upon making a booking, you must pay the full stated amount subject to our right to refuse to accept your booking at our absolute discretion; once we have received your full payment you will then receive a confirmation of booking. The contract between us will not be formed until you receive the confirmation of booking. Prior to that your booking will be treated as an offer which is open for acceptance by us.

Any relevant documentation and/or Tickets will be sent to you by us. The coach travel tickets are dispatched by email within 7 days of your booking and entry tickets are usually dispatched around 10 days before the Event.

On receipt you must check your documentation and inform Big Green Coach immediately if it is not correct otherwise neither we nor Outgoing will accept liability for any inaccuracies. We regret neither Outgoing nor Big Green Coach will accept any liability if we or Outgoing are not notified of any inaccuracy in any document within 5 days of our sending it out.

Outgoing will charge you a booking fee and/or transaction for each ticket.

Outgoing will deduct your payment from your card at the time it processes your credit / debit card transaction.

## **1. General**

1.1 By using the services advertised and sold by Big Green Coach Limited you, the Customer, is agreeing to comply with the following rules and guidelines

1.2 Big Green Coach Limited only uses experienced and professional Coach Operators with all relevant licenses and insurances in place. By accepting the Big Green Coach Limited terms and conditions you are also agreeing to abide by the terms and conditions of hire as set out

by the Operator. A copy of these can be seen upon request to Big Green Coach Limited. These Operator terms and conditions are largely generic and may also be detailed in Big Green Coach Limited terms and conditions but small variations are possible.

1.3 Where the Customer is purchasing an Event Entry Ticket and a Travel Ticket, which may include a third party journey, such as by ferry, they are agreeing to abide by the terms and conditions relating to that product and as set out by the Event Owner/Promoter or journey operator. Where possible these will be available for the customer to view and accept at the time of purchase or a copy can be requested from Big Green Coach.

## **2. Information given to the customer**

2.1 Big Green Coach Limited follows strict rules and procedures to ensure each Customer receives all the correct information and journey details as per the Customer's order. It is the responsibility of the Customer to check the accuracy of your booking, the ticket and travel dates and times to ensure they are correct. If they are incorrect the Customer must contact Big Green Coach Limited as soon as possible to ensure they have the correct details for the journey booked. Big Green Coach Limited can accept no responsibility for refusal to travel if the Customer's details do not match the journey being provided on the Days of Operation.

2.2 If Big Green Coach Limited have to alter a departure or arrival point or the date and time is changed then we will notify all Customers using the contact details provided during the ticket booking process with reasonable notice being given to the Customer. Big Green Coach Limited accepts no liability for changing any details of the journey when forced to by events out of its control as detailed in clause 4.6

2.3 It is the Customer's responsibility to check that the journey is operating as scheduled from the location, date and time stated on the ticket by contacting Big Green Coach Limited prior to the Day of Operation. Relevant contact details are shown on the website.

2.4 Not all information relating to the booked journey may be available to Customers at the time of purchase. Big Green Coach Limited shall guarantee a seat on a coach relating to the details stated on the booking confirmation and/or ticket. Any further information, such as exact locations, times etc, if not available at the time of purchase, shall be communicated to the Customer at a later date, with reasonable notice being given to the Customer. Big Green Coach Limited will use the contact details supplied at the time of purchase and/or place notices on the Website. It is the Customer's responsibility to ensure they have all their relevant travel details and we can be contacted via the website to confirm these details.

## **3. Your Ticket**

3.1 Your ticket is your confirmation of the details of the service you have purchased from Big Green Coach and it shows relevant journey details. It acts as confirmation of a contract agreed to by you and us for the provision of a service detailed on the ticket.

3.2 Your ticket is our property and shall be returned to us on request.

3.3 A ticket may only be used by the person(s) named in it. Any exceptions must have the prior written consent of Big Green Coach Limited.

3.4 Your ticket permits you to travel only on the services detailed on it. Any Special Conditions associated with the ticket are subject to Notices from Big Green Coach Limited.

Travel at any other time is not guaranteed. Big Green Coach Limited will allow you to travel on another of its Services if it is operationally viable but it can not guarantee this.

3.5 Your ticket expires and is no longer valid when the booked journey(s) detailed on it are passed.

3.6 It is the responsibility of the Customer to take care of their ticket. If a ticket is defaced, damaged or tampered with, or lost, it is not valid for travel. We reserve the right to refuse you to travel or to issue a replacement ticket in such circumstances. We reserve the right to charge an administration fee to replace a ticket. We are not obliged to replace any ticket which is lost, mislaid or stolen and you may be required to purchase a new ticket.

3.7 It is the customer's responsibility to check your ticket for any errors as soon as you receive it. The Customer must report any errors on the ticket to Big Green Coach Limited as soon as possible and no later than 72 hours prior to the booked journey departure time and date. If you do not inform us of any errors within the required time period, then your ticket will be assumed to contain the correct journey details. Big Green Coach Limited will correct any ticket which contains any errors that are deemed to be the fault of Big Green Coach Limited if we are informed within the time period. Big Green Coach Limited reserves the right to refuse travel to any person with a ticket detailing a service which is different from the service on which you are attempting to travel.

3.8 The Customer must retain their ticket with them whenever they travel on a service and produce the ticket for inspection whenever asked by a member of staff. The Customer must have a valid ticket in order to travel and Big Green Coach Limited have the right to refuse travel if no ticket can be produced when asked. If a Customer does not have a valid ticket then, if seats are available, a new valid ticket must be purchased. If you are found to be travelling without a valid ticket you will be deemed to be in breach of these terms and conditions and will be asked to leave the service, we may remove you from the service if you refuse.

3.9 If you are in possession of a Concessionary ticket you may be required to produce evidence that you are eligible for that ticket. A request of proof can be made at both the time of purchase and when boarding a service. Any failure to show the required evidence could result in you being required to pay the full fare for the journey.

3.10 If we have reason to believe that a ticket has been fraudulently used then we reserve the right to refuse you travel. You will not be entitled to a refund for any ticket confiscated in relation to this clause and we shall have no further obligation or liability to you.

#### **4. Service changes**

4.1 Big Green Coach Limited reserves the right to alter, suspend or terminate any Service without notice whether before or after we have sent you a Booking Confirmation and/or an eticket, and to substitute an alternative Service.

4.2 If we cancel or alter a Service or journey before it has started, other than due to events beyond our control\*, we will have the following liability to customers with valid tickets:

a) to ensure the customer reaches their booked destination by making alternative travel arrangements; or

b) cancelling the booking and enabling the customer to claim a full refund of the fare paid. If any portion of the service has been used, such as the outward portion of a return ticket, then 50% of the fare will be refunded.

4.3 If we cancel or alter a Service on which passengers with valid tickets are already travelling before reaching the booked destination, other than for a reason beyond our control\*, we will have the following liability to customers with valid tickets: to ensure the customer reaches their booked destination by making alternative travel arrangements or by providing a replacement vehicle which may not be exactly as advertised.

4.4 Other than specifically detailed in these Terms and Conditions, we will not be liable for any loss, damage, liability, or cost suffered by you as a result of any cancellation, withdrawal, delay or alteration of any service by us.

4.5 If Big Green Coach Limited is forced to cancel or alter any Service for reason of emergency\* or due to events beyond our control\* then we will have no liability to refund customers and we will have no further or other liability to you.

4.6 Big Green Coach Limited will not be liable for any failure to fulfil our service as advertised to the customer, which is caused by events outside our reasonable control. These events include any act, event, non-happening, omission or accident beyond our reasonable control and include in particular (without limitation) the following:

\*Reasons of emergency and events considered beyond our control:

- Riot - Civil Unrest – Fire and/or damage at a scheduled arrival or departure point - War or threat of war – Acts of Vandalism and Terrorism – Strikes, Lock Outs or other industrial action – Stoppage or restraint of labour – compliance with requests, acts, decrees, legislation, regulations or restrictions from the Police, other emergency services, customs or other government officials and security services - extreme weather condition or natural disaster – impossibility of the use of other means of public or private transport - extreme road conditions, including unforeseen traffic delays and accidents causing delays on the service route – vehicle being unavailable to Big Green –impossibility of the use of public or private telecommunications networks - problems caused by other customers – bankruptcy, insolvency or cessation of trade of any carrier used by us – any circumstances which affect passenger safety.

4.6.1 The fulfilment of the delivery of our Service will be deemed to be suspended for the period of any of the above reasons of emergency and events beyond our control. Big Green Coach Limited will have an extension of time in order to provide the Service and will use reasonable endeavours to find a solution to any of the above events by which our obligations under these terms and conditions are affected.

4.7 Big Green Coach Limited reserves the right to cancel any Service where passenger numbers deem it commercially unviable. If Big Green Coach Limited does withdraw any Service for this reason we will provide Customers with reasonable notice and attempt to offer a suitable alternative Service. All Customers will be offered a full refund in these circumstances.

4.8 Big Green Coach reserves the right to alter your service for any reason at any time. Due to the nature of our business we are subject to road and traffic conditions and laws and regulations for vehicles and drivers. Big Green Coach will not be liable for any loss or

inconvenience suffered as a result of any service alterations. The Customer should ensure they and members of their party have appropriate travel insurance to cover any consequent losses suffered as a result of a delayed or altered journey.

#### **4.10 Our liability for cancellations and alterations of services:**

4.10.1 Unless detailed in these terms and conditions we shall not be liable for any loss, damage, liability, or cost suffered by you as a result of any cancellation, delay or alteration of any Service by us.

4.10.2 Big Green Coach Limited has no liability whatsoever to any person who has not purchased or has not any proof of purchase of a valid ticket for a Big Green Coach Limited Service.

#### **5. Maximum liability to our customers:**

5.1 Death and Personal Injury: Big Green Coach Limited do not exclude or limit our liability for death or personal injuries resulting from our negligence, nor where you deal as a consumer exclude your statutory rights.

5.2 Our maximum liability to our customers for any reasonable and foreseeable loss, damage or liability which you may suffer or incur which results from our failure to deliver the service advertised or our negligence in connection with the delivery of that service or the deliberate or negligent acts or omissions of any of our employees, representatives or sub-contractors, shall be limited to an aggregate of £200 (Two Hundred Pounds Sterling). This clause is subject to the limitations set out in Clause 11.3 in relation to your luggage.

5.3 Big Green Coach Limited has no liability for any applicable credit or debit card charges issued to the Customer as a result of purchasing tickets via Big Green Coach Limited.

#### **6. Event Cancellation**

6.1 If you are due to travel, or are travelling, with a valid ticket on a Big Green Coach Limited Service to a 'special event' - primarily a festival, concert or sporting event, we cannot take responsibility whatsoever as a result of any change/omissions to the event or failure of the event to take place as advertised. Our responsibility is to provide you with the travel service to and from the event only.

6.2 Where the Customer has purchased an event entry ticket and a coach travel ticket they enter into an agreement and accept the terms and conditions with Big Green Coach in relation to the travel service and accept the terms and conditions of the special event Owner/Promoter for the event entry ticket. Any liability in regards to the event is held by the special event Owner/Promoter. For details of our refund policies see Clause 16.

#### **7. Third Party Carriers**

7.1 On some services a section of a journey permitted by your ticket is operated by a Third Party Carrier, other than Big Green Coach Limited. If this is the case this will be specified at the time of booking and you will be considered to have accepted the third party's terms and conditions and limitations of liability. These will be published by Big Green Coach Limited or the carrier themselves. Whilst we cannot accept any responsibility for any loss or damage

incurred as a result of any act or omission of any such third parties, we will give reasonable assistance in helping to resolve any reasonable dispute.

7.2 You accept that Big Green Coach Limited may at any time arrange for you to be carried for any part of a journey by a Third Party Carrier. You accept Big Green Coach Limited has the authority to arrange a contract between you and that carrier and you accept the published terms and conditions of that carrier.

7.3 If any part or all of your journey is operated by a Third Party, and there is no contract in place with you and the third party, then they will be considered a sub-contractor and these terms and conditions shall apply to you.

7.4 If there is a contract in place between you and a Third Party, then we shall have no liability to you if the third party fails to deliver the advertised service and you subsequently make a claim for any loss or damage you suffer as a result. If we do have any liability to you resulting from a contract between you and a third party then the third party shall be considered a sub-contractor and you will be subject to these terms and conditions.

7.5 Where a Third Party is used for all or part of any Big Green Coach service, you shall owe your obligations under these terms and conditions and any special conditions to that carrier as well as us. The Third Party Carrier shall be entitled, in common with us, to the benefit of any rights, remedies or limitations of liability which we have set out in these terms and conditions and any applicable special conditions.

## **8. Our liability to these terms and conditions**

8.1 Our liability for losses incurred as a result of our breaking of this contract is strictly limited to the purchase price of the coach journey you purchased. If an event entry ticket has also been purchased then Big Green Coach Limited will not be liable for the Event Entry Ticket price.

8.2 Clause 8.1 does not include or in any way limit our liability for;

- (i) death or personal injury caused by our negligence
- (ii) fraud or fraudulent misrepresentation
- (iii) any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

8.3 We are not responsible for indirect or consequential losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us, including but not limited to:

- (a) loss of income or revenue;
- (b) loss of business;
- (c) loss of profits or contracts;
- (d) loss of anticipated savings; loss of or corruption to data, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

## **9. Luggage**

9.1 For safety reasons there are restrictions on what passenger property can be carried as Luggage on our services. You must advise Big Green Coach Limited in advance of any items which passengers may wish to bring that are outside of the luggage restrictions. The



Customer shall be deemed to be aware of any Luggage restrictions which are put in place by Big Green Coach Limited and which are published on the Website. At all times the Luggage that can be carried shall be at the sole discretion of Big Green Coach Limited and the Driver.

9.2 The following items are all prohibited from being carried on our services:  
any weapons, drugs or solvents (other than medicines), live or dead animals, fish or insects, battery powered wheelchairs / disabled scooters, prams, non folding pushchairs, non-folding bicycles, surfboards, or any items which are in our opinion unsafe, or may cause injury or damage to property, or which are considered by us to be unsuitable for carriage by reason of their weight, size, shape or character, or which are fragile or perishable, or items with sharp or protruding edges, or any item over 20kg in weight.

9.2.1 If you are found to have any of these prohibited items in your possession or within your luggage, we reserve the right to refuse you travel and/or remove the items from the coach immediately. If you require confirmation as to whether a particular item may be carried then you should obtain our written confirmation before purchasing your ticket.

9.3 Big Green Coach Limited will take every reasonable precaution to prevent loss or damage to any item of a Customer's Luggage. All Luggage carried will be entirely at the Customer's risk and Big Green Coach Limited accepts no liability whatsoever for loss or damage to such Luggage howsoever caused. The Customer should ensure they and their party have appropriate travel insurance in place to cover such loss or damage.

9.4 You are allowed to take onto a Service one medium sized rucksack or holdall and one small piece of hand luggage. It is your responsibility to ensure that your Luggage is correctly loaded and unloaded. You are responsible for your Luggage at all times. Big Green Coach Limited staff and drivers are available at most areas of departure and arrival and will give reasonable assistance when it is operationally viable and does not break any Health and Safety regulations or Safe Working Procedures.

9.5 We reserve the right to refuse to carry any luggage which has not been properly packed or labelled and to inspect all luggage to ensure it meets our requirements.

9.6 Only a small item of hand luggage may be stored in the passenger compartment of the vehicle. All other luggage must be stored in the luggage hold.

9.7 It is your responsibility to see your Luggage put on and taken off a coach at each location. Porterage is not provided.

## **10. Lost Property**

10.1 The individual Coach Operators of your service will keep hold of any items left on a vehicle and Big Green Coach Limited will use reasonable endeavours to facilitate the return of these lost items.

## **11. Our liability for lost luggage and property**

11.1 Big Green Coach Limited will examine any left or lost Luggage. If we consider any of the items to be dangerous or unsuitable for storage, we shall be entitled to dispose of those items.

11.2 If you lose or damage any luggage during a journey on a Big Green Coach Limited service you must notify a member of our staff as soon as possible. You must confirm any loss or damage of your Luggage or property within 48 hours after the end of your journey by contacting Big Green Coach Limited using the details on the website. If you do not notify us of any loss or damage to your Luggage or property within the required time period then we will not be liable for that loss or damage.

11.3 Your Luggage is carried on our service at your own risk. We will not be liable for any loss or damage to your Luggage unless caused by our negligence. Our maximum liability to you for any loss or damage to your Luggage or property is limited to £200 (Two Hundred Pounds Sterling). Big Green Coach Limited advises all customers to insure their own Luggage and property against any loss or damage.

## **12 Your Journey and the provision of service**

### **12.1 Departure:**

12.1.1 The Customer is responsible for ensuring that they meet any service for which they have a valid ticket for travel at the stated boarding point and for disembarking the Service at the correct booked destination point.

12.1.2 All Customers should arrive at the departure location no later than 20 minutes prior to the scheduled departure time as stated on the ticket/booking confirmation. If the Customer arrives after the scheduled departure time Big Green Coach Limited may give your seat to another Customer. We shall not be liable to you if you arrive late for a service and you are unable to travel.

12.1.3 The advertised departure times of our Services are only approximate and, although we will use reasonable endeavours to minimise any amendment to this time or to your journey, we will not be liable if any Service arrives or departs later than scheduled.

### **12.2 Journey Breaks:**

12.2.1 It is at the discretion of Big Green Coach Limited staff and the Driver if the coach takes any breaks during the journey.

12.2.2 If a break is included on a journey then it is the responsibility of the Customer to return to the vehicle by the time stated by the driver. It is the Customer's responsibility to speak to a Big Green Coach Limited representative or the Driver to ascertain the time by which they must return to the vehicle. We shall not be liable to you if you miss the coach as a result of returning after this time. We will not reimburse any additional costs you may incur as a result of you missing the coach.

12.3 You may not board or disembark from a Service except at the stated departure and arrival points on your ticket, except for any journey breaks deemed necessary by a Big Green Coach Limited representative or the Coach Driver.

### **12.4 Passenger conduct and behaviour**

12.3.1 The Driver has overall and sole responsibility for the safety of the vehicle at all times. The Driver may eject any passenger from the vehicle at the closest safe location if they believe their behaviour may risk the safety of themselves or other passengers or is in breach of Public Service Vehicle (conduct of drivers, inspectors, conductors and passengers) Regulations 1990. The Driver may refuse to allow a passenger to board the Vehicle or eject them from the Vehicle if in his sole discretion he considers them unfit to travel for whatever

reason (for example, being drunk or abusive). The Driver may refuse to continue a journey if in his sole discretion he considers any passenger to be behaving in such a way as may put the safety of other persons and/or the contents of the Vehicle and/or the Vehicle itself at risk.

12.3.2 All Customers shall behave in a reasonable, sensible and lawful manner whilst on the vehicle and always consider the comfort of other passengers. You shall abide by the following conditions:

- (i) You shall not be abusive or threatening to any representative of Big Green Coach or any other person;
- (ii) You shall always follow any instructions given by Big Green Coach staff, including the driver, which is given to ensure the safety of all passengers;
- (iii) You shall not behave in a manner which may endanger yourself or any person or property or the vehicle, including playing music which is audible to others;
- (iv) You shall not distract or stop the Driver or other company representatives in carrying out their duties;
- (v) You shall not cause damage or injury to any other persons or property or the vehicle;
- (vi) You shall not consume or take any alcoholic drinks or drugs (other than medicines) onto a vehicle;
- (vii) You shall not board a service whilst under the influence of alcoholic drink or drugs or smoke on the vehicle;
- (viii) You shall not board a vehicle whilst being seriously ill;
- (ix) No animal, other than those recognised as working dogs, such as guide dogs, hearing dogs and dogs for epileptics, may be carried on any vehicle without prior written agreement from the company.
- (x) We allow hot drinks fitted with safety lids, cold non-alcoholic drinks and cold food onto our service.

12.3.3 If you do not follow the rules in clause 12.3.2, or we believe you are likely to breach any of the rules, then we reserve the right to cancel your booking with no refund and take any necessary measures to ensure the continued safety of our staff, passengers and vehicles.

12.3.4 We will make all reasonable efforts to ensure all passengers follow our behaviour rules. We will not be liable to you for any act or omission by any other person or passenger.

12.3.5 Any young traveller under the age of 14 years must be accompanied by a passenger aged 18 years or over whilst travelling.

## **13. Safety**

13.1 Big Green Coach Limited takes very seriously all Health and Safety issues relating to each aspect of the provision of transport services. Passengers must listen to instruction and advice from Operational staff and Drivers at all times, which are given out for the safety of everyone involved.

13.2 To comply with law, you must wear, where provided, a seatbelt at all times whilst

seated. It is the customer's responsibility to meet this requirement.

13.3 Big Green Coach Limited may not legally carry more passengers than the maximum seating capacity allows.

#### **14. Insurance**

14.1 Big Green Coach Limited do not retail any travel insurance and there is no travel insurance cover included in the cost of any purchase from Big Green Coach Limited on any service.

14.2 We strongly recommend that you take out comprehensive personal insurance cover for cancellation, medical expenses, personal accident, personal baggage, money and public liability before you travel. You may also wish to ensure that your insurance covers all third-party claims, actions, damages and remedies that may be brought against us in respect of your travel. If you elect not to take insurance you agree to indemnify us for any costs that arise which would otherwise have been met had you had taken out such insurance.

#### **15. Prices**

15.1 All Big Green Coach Limited prices are subject to variation. Big Green Coach Limited reserves the right to change prices at any time. Following an increase our customers who then wish to cancel their booking must do so by following the Big Green Coach Limited refund terms (as set out in Clause 16)

15.2 Big Green Coach Limited only accepts payments in full at the time of booking. No other form of payment for the booking of tickets is available to Customers unless agreed in advance in writing with the company.

#### **16. Refunds**

These refund terms and conditions apply to a travel ticket and an event entry ticket whether sold individually or as part of the same transaction. The travel ticket is subject to Big Green Coach terms and conditions. When purchasing an event entry ticket the Customer will be asked to accept any terms and conditions associated with that Event Entry Ticket. These terms and conditions will differ depending on the event and they may include separate refund policies and procedures the Customer agrees to follow.

16.1 Once you have completed the purchase of your ticket you are not permitted to cancel the ticket and we are not liable to refund you for the ticket in any circumstances, unless specified in these Terms and Conditions, or subject to any situation deemed reasonable by Big Green Coach Limited.

16.2 All ticket cancellations and refund claims must be made directly to Big Green Coach Limited and the contact details shown on the Website.

16.3 If applicable, we will usually refund any monies to you using the same method used to make the initial payment.

16.4 If a segment of your booked journey is to be fulfilled by a third party then any cancellation and refund is subject to the terms and conditions of the third party. We will provide information regarding this upon request after the booking is cancelled.

16.6 Refund procedure: The following conditions must be met for any refund.

16.6.1 The “lead” customer named on the ticket and who purchased the ticket must make the claim. It may be necessary for us to ask for proof of identity to determine whether or not the claim is valid.

16.6.2 The claim must be made directly to Big Green Coach using the contact details on the website no later than 31 days following the date from which your ticket was valid for travel.

16.6.3 Big Green Coach reserve the right to charge an administration charge of up to £5 for processing a refund.

16.6.5 Once a refund is processed your booking is cancelled and we have no further liability to you.

16.7 All refunds are for the full face value of the travel or event entry ticket only, unless specified in these terms and conditions. No refunds will be given for any booking, credit or debit card, transaction or postage fees that were charged at the time of purchase.

16.8 In the event that a customer is deemed entitled to a refund for an event entry ticket for whatever reason and should Big Green Coach have previously transferred your monies to the event owners for the face value of the event entry ticket, then Big Green Coach must receive a full refund from the event owner before being obliged to refund the customer. Big Green Coach will use all reasonable endeavours to recover this money in order to process the refund but will not be liable should we be unable to recover this money.

## **17. Booking Amendments**

Any tickets for travel on a Service provided by Big Green Coach Limited and booked through Big Green Coach Limited are non-amendable and non-transferable. It is the Customer’s responsibility to ensure the details on the ticket and/or booking confirmation are correct at the time of booking. We reserve the right to refuse travel to any customer with incorrect service details on their ticket. If travel is refused, then we accept no liability for customers not travelling on the service and any costs that are incurred as a result and no refund will be available.

## **18. Delivery Policy**

18.1 All Big Green Coach Limited coach tickets are in the form of e-tickets and are sent to the Customer via e-mail. The Customer must provide a valid e-mail address at the time of purchase. Big Green Coach Limited accept no responsibility for tickets sent to invalid e-mail accounts which are provided by the Customer at the time of purchase. It is the Customer’s responsibility to ensure they provide a correct e-mail address at the time of purchase.

18.2 It is the Customer’s responsibility to print out the e-ticket and carry the ticket with them at all times during the journey. Big Green Coach Limited reserves the right to refuse travel to any person without a valid ticket.

18.3 Event Entry Tickets will not be sent immediately to the Customer after purchase. Big Green Coach Limited often does not receive the Event Entry Tickets until much closer to the event date. Big Green Coach Limited will use reasonable endeavours to ensure the Customer receives the event ticket no later than 10 days before the scheduled event start date. If, for any reason, this is not possible, Big Green Coach Limited will contact Customers, using details supplied at the time of purchase, to state any different delivery instructions. Big Green Coach Limited will always use reasonable endeavours to ensure the Customer receives their event ticket.

18.4 Where appropriate, Big Green Coach Limited will utilise registered, recorded or special delivery mail to deliver your Event Entry Ticket to your home address. All applicable costs will be shown and charged at the time of purchase. Big Green Coach Limited reserve the right to add further reasonable postal charges at a later date after the purchase should they be required in order to facilitate delivery.

18.5 Should it be deemed impractical to post tickets to your home address, due to the date of booking in relation to an event, or by prior arrangement with the promoter, or circumstances beyond our control, we reserve the right to make tickets available for collection at the venue immediately prior to the event. Customers shall be given reasonable notification at the time of booking or via the contact details provided at the time of purchase if this becomes necessary.

18.6 Should tickets need to be collected from the event location, we ask that the cardholder is present and produces the credit/debit card used for the purchase, another form of valid photo identification and any booking or ticket reference numbers. Big Green Coach Limited have very strict policies in helping to combat fraud and we reserve the right to withhold tickets from Customers if it is felt there may be an attempt to claim tickets fraudulently.

18.7 In the event that your tickets are lost in the post and duplicates are arranged for collection at the event location, these will only be handed out upon production of the credit/debit card used for the original purchase, a further form of photo identification and any booking or ticket reference numbers. The original tickets will be cancelled via the event owner/promoter and will become immediately invalid. If the original tickets arrive with the Customer after duplicates have been provided then the Customer must contact Big Green Coach Limited to ascertain the details for returning the originals.

18.8 Big Green Coach Limited will not arrange for replacement tickets, nor issue refunds if, after further investigation, our records show that the tickets have been signed for by an individual at the address the tickets were sent.

18.9 Should an event be cancelled by the event owner/promoter, due to events beyond the control of Big Green Coach Limited, we shall be liable for any refund of the face value of the ticket as expressly shown in clause 16 of these terms and conditions. In the event of such a cancellation by the event owner/promoter, Big Green Coach Limited will use reasonable endeavours to contact purchasers through the details provided at the time of purchase and advise them to return the tickets. The returning of the tickets is solely at the customers' expense and any applicable refunds for the tickets cannot be issued unless the Event Entry Tickets have been returned and received by Big Green Coach Limited.

18.10 It is the customer's responsibility to check whether the event is going ahead at the scheduled date, time and venue. Big Green Coach Limited will use reasonable endeavours to

inform Customers of any cancellation or alteration to an event, using contact details supplied at the time of purchase. Big Green Coach Limited accept no liability if the Customer does not receive details of any alterations or cancellation to the event.

18.11 If tickets that are despatched by Big Green Coach Limited using the details supplied at the time of purchase are returned to Big Green Coach Limited as "addressee unknown" or are undelivered for any reason beyond the control of Big Green Coach Limited, then we will use reasonable endeavours to contact the customer to organise the resending of the tickets. Big Green Coach Limited reserves the right to cancel the order without refund should delivery be deemed impossible after reasonable endeavours have been made by Big Green Coach Limited.

18.12 Big Green Coach Limited reserves the right to cancel any order which, further to investigation, we deem to possibly be of a fraudulent nature. These checks may include, but are not be limited to, a request to be provided with an original credit or debit card statement, attempts to contact a Customer by telephone or email, reference to records to check for other fraudulent activity at an address or following contact from the Event Owner/Promoter, the Police or other government or security agency.

18.13 Big Green Coach Limited will only deliver Event Entry Tickets to an address that is registered with the credit/debit card used for the original purchase.

18.14 Any queries regarding the issuing and delivery of tickets for coach travel or the Event Entry Ticket should be directed to Big Green Coach using the contact details advertised on the website.

## **19. Complaints and Commendations**

19.1 If you wish to make a complaint regarding any aspect of the service provided by Big Green Coach then do so directly using contact details advertised on the website. If a complaint is made to a member of our staff on site during a day of operation then they will attempt to resolve the complaint at the time. If this is not possible, Customers will be asked to contact the company directly at a later date. Big Green Coach Limited will assess each complaint on an individual case basis and will respond to the Customer within 30 days of receipt of the complaint.

19.2 Big Green Coach Limited is always happy to receive commendations for the service it provides. These can be sent directly to the company via the contact details advertised on the website.

## **20. General Terms and Conditions**

20.1 Your ticket and any service we provide to our customers shall be governed by English and Welsh law, and the English and Welsh courts shall have exclusive jurisdiction.

If your ticket is for a service provided entirely within Scotland then this shall be governed by Scottish law, and the Scottish courts shall have exclusive jurisdiction.

20.2 Severability: Each provision of these Terms and Conditions shall be separate and severable. If any of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term or condition will to that extent be severed from the remaining terms and conditions. The remaining provisions of

these Terms and Conditions shall continue in full force and effect and be amended as far as possible to give valid effect to the intentions of the parties under the severed provision.

If any invalid, unenforceable or unlawful provision would be valid, enforceable or lawful if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and lawful.

#### **21. Your personal data:**

Big Green Coach Limited may keep a record of your personal data and travel documents. These may be used by us for a number of reasons, including in the administration of your ticket, when purchasing any tickets required from Third Parties for all or segments of the booked journey, exercising any rights under our agreement with you, these Terms and Conditions, any special conditions of your booking and when ensuring we meet all of our legal obligations. We may have to provide data to government agencies or other persons or organisations associated to your travel. We may also need to provide your personal details to our own staff, sub-contractors and Third Parties. By accepting these terms and conditions you consent to allow us to use your personal data for any of the reasons given in this clause or for any further reasons deemed necessary by Big Green Coach.

Further information on the ways in which Big Green Coach Limited protects and uses your personal data can be found in our Privacy Policy on the website.

#### **22. Amendments, waivers and modifications:**

No employee or representative of Big Green Coach has the right or authority to amend, waive, alter or modify any clause or provision of these terms and conditions or any specified additional conditions notified and agreed in writing with the customer by the company.

#### **23. Third Party Rights:**

No person other than you and us shall have the benefit of or be entitled to rely upon or enforce any clause or provision of these terms and conditions or any other term of the contract between you and us and the Contracts (Rights of Third Parties) Act 1999 shall not apply, unless otherwise stated in these terms and conditions.

#### **24. Notices**

All Notices given by you to us must be given to Big Green Coach Limited using the contact details on the website or in writing to our registered company address.

We may give notice to you at either the e-mail or postal address you provide to us when making a booking, or by posting a Notice on our website. Notice will be deemed received and properly served immediately when posted on our website, one hour after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

#### **25. Updates to Terms and Conditions**

The above terms and conditions were published and updated on 25th January 2010. We reserve the right and may be duty bound to update and amend these where necessary. No notice will be given as to any revisions and we recommend anybody bound by these terms and conditions ensures they are aware of any updates by viewing these on a regular basis.



## **26. Contact Us**

If you would like to contact us at Big Green Coach Limited then please do so via the details on our website - or by post to our registered company address: 28 The Avenue, Rubery, Birmingham B45 9AL