



## Terms & Conditions

IF YOU HAVE OPTED FOR OUR ENHANCED REFUND POLICY PLEASE CLICK [HERE](#) -

### General terms and conditions:

By placing a booking with TRIPOCITY Ltd, the Customer acknowledges that they have read, understood and agree to accept the Terms and Conditions as detailed below.

Where the Customer is an individual, no part of these Terms and Conditions affects your rights as a consumer. These Terms and Conditions are in addition to your rights as a consumer.

In the following terms and conditions, 'the Company' refers to TRIPOCITY Ltd, its subsidiaries, brands or identities under which the company may trade, 'the Customer' and/or 'the Hirer' refers to the person and/or organisation making the booking and 'the Driver' refers to the driver or drivers of the coach, the coach operator or supplier of the vehicle.

The Company provides a transport booking and management service, working closely with operators licensed by the Driver and Vehicle Licensing Agency. The Company manages the booking process, allocation of bookings to service operators, and the overall quality of the service provided to customers. Service operators are responsible for providing vehicles and drivers fully compliant with the terms of their operating license and with the Company's service quality standards.

#### 1. Application

These Standard Terms and Conditions shall apply whether the agreement is verbal or written and shall enter into force immediately upon the Company accepting a booking via the Company's eCoachManager system. The Hirer shall at all times remain solely responsible for the acts and/or omissions of the passengers permitted to travel by Hirer (whether directly or indirectly) and therefore any additional costs incurred by the Company during the performance of the contract shall be borne by the Hirer irrespective of whether the Hirer travels.

#### 2. Quotations

All quotations are valid for as long as the company has an appropriate vehicle available at the time the hirer accepts the quotation by clicking the accept button. The given quotation, unless otherwise stated, is for Driver and vehicle only.

#### 3. Payment

All monies must be paid in full prior to the performance of the booking unless expressly agreed by the Company in writing. If any outstanding monies are due, the company reserves the right to collect the monies due from the original credit/debit card used by or for the hirer at any time. The Hirer also agrees that no chargeback will be raised to any credit/debit card issuing company with regards to the booking payment.

In the event that the deposit is not paid on time or balance is not paid by the due date (normally 14 days before travel unless expressly agreed in writing) the Company reserves the right to cancel the booking and any monies paid will be forfeited and the full balance will be due.

If payment has not been received within the agreed timescales then the Company can no longer guarantee the quoted price and may be required to revise its quotation.

All bookings made using credit or debit cards will incur a processing fee, unless otherwise agreed by the company in writing.

#### **4. Invoices**

Where the Company has agreed a credit arrangement or account facility with the customer, invoices will be issued in accordance with the agreed arrangements and may include additional charges for credit and payment charges. All invoices are to be paid within seven days from the date of the invoice unless otherwise agreed in writing.

Any queries relating to Company invoices must be raised in writing by the Customer within 7 days from the date of the invoice. If no query is raised by the Customer within this period it will be deemed as having been accepted in full. All overdue accounts will be subject to interest at 3% above the prevailing Bank base rate and accrued monthly.

#### **5. Booking Confirmations and Amendments**

It is the responsibility of the Customer to check the Booking Confirmation, once received, for its accuracy and completeness, any discrepancies found in the Booking Confirmation should be communicated to the Company as a matter of urgency.

**All times stated are based on the 24-hour clock. It is the customer's responsibility to ensure the accuracy of their booking details. TRIPOCITY cannot accept responsibility for any errors relating to this. The times shown on your quote/booking are the departure times from the stated location, not the time the bus will arrive at that location. If your journey is time sensitive please ensure you have left ample time for the loading of passengers and any adverse conditions which may affect your journey (eg roadworks, weather conditions, diversions). TRIPOCITY takes no responsibility for arrival times at destinations, only the stated departure times. Any routes shown and/or time of journeys stated are advisory only and not guaranteed by TRIPOCITY, it is the client responsibility to ensure the booking is correct and enough time allowed where arrival times are critical.**

If a Customer requires to amend a Booking, the amendment will only be considered as implemented when the Customer has it confirmed in writing and the Company has acknowledged said amendment with a new Booking Confirmation. If an updated Booking Confirmation has not been received by the Customer with the updated details the Customer will be subject to the terms of the original Booking Confirmation. No amendment can be agreed with the Driver and the Driver does not have the authority to bind the Company in any manner whatsoever.

It is the Customer's responsibility to ensure that all trip details are complete and correct and at no time should verbal amendments be considered as confirmation of a change to an existing booking. The Company cannot be held responsible for any delays in arrival at a destination caused by traffic problems and/or adverse weather conditions and these factors should be taken into account by the Customer when requesting a collection time when making a booking. The Company shall have no liability to the Customer for failing to arrive at a destination on time and shall bear no liability for late arrival at performances or events and the Customer shall have no claim against the Company for any reimbursement to the cost of any tickets for any such performance or event.

Depending on the nature of the booking amendment, additional charges may be required.

#### **6. Customer Service**

The Company operates a customer service improvement programme to make sure that any service issues are dealt with promptly and trigger an improvement to the procedures used. Bookings are tracked at each stage of the process and written and telephone communications are recorded to assist with service improvement. A copy of the Company's customer service procedure is available on request.

Any complaints must be made in writing in a speedy and timely manner, the Company will be unable to accept any complaints or apply compensation for complaints received more than 30 days after the date of travel. Any remedies or compensatory measures offered (if any) by the Company are at the strict discretion of the management of the Company. The Hirer also agrees that in the event of a dispute arising from a booking, a

chargeback request will not be raised through the card issuer or bank. The Hirer agrees to have a fair independent hearing in a County Court if an agreement cannot be made between the Hirer and the Company.

Any complaints regarding the condition of the vehicle supplied or its facilities should be supported by photographic evidence.

## **7. Additional Charges and Surcharges**

Unless it has been agreed otherwise, the hire price will not include tickets, admission charges, ferries, road tolls or parking. However, the Company may make these arrangements, on request, on the Customer's behalf and would do so acting as an agent for the Customer. This means that any terms and conditions applicable to that transaction by that supplier (i.e. those relating to payment, cancellation, refunds etc.) would be as binding on the Customer as if they had made these arrangements directly. Details of such are available upon request, the Company will not enter into any arrangement on the Customer's behalf until payment from the Customer to the Company has been made.

All bookings at the point of quotation will be based on the use of a single Driver however, for longer journeys in terms of hours it may be necessary to employ the services of a second Driver in order to comply with the regulations regarding "Driver's hours" and therefore the Company reserves the right to review the quotation should this be the case and should there be a need for additional charges the Hirer will be advised at least (where possible) 7 days prior to the journey date.

Irrespective of clause 4 above, should the customer instruct the Driver to, or otherwise make changes to the booking and these changes incur additional costs and charges, either before or during the booking, the Customer accepts full liability for said charges.

For some journeys, it may be necessary to accommodate the Driver, these costs will be borne by the Hirer and will be paid in advance of the journey's commencement. Where Driver's accommodation is arranged by the client, it must be a single occupancy room of a reasonable basic standard, and should include evening meal and breakfast as appropriate.

The quotation is given with regard to the operating costs at the time of the quotation. If more than 14 days elapse between the date of the quotation and its performance, the Company reserve the right to pass on any increase in the cost of fuel or any other increased costs to the Hirer. The Company reserves the right to charge for damage to vehicles made by the hirer and/or the passengers. Monies will be collected from the Hirer. The Company may charge a £100 refundable sickness and damage deposit for night time hire.

Any taxes or charges imposed by any Government or other authority which the Company is obliged to pay in order to fulfil the booking will normally be included in the quotation or confirmed booking price. However, if any such tax or charge is introduced or increased after the booking has been made and before travel, the Company will pass that cost onto the Customer and the Customer will be obliged to pay it prior to departure. Failure to make such requested payment will be regarded as cancellation by Hirer and subject to the provision of clause 12 below.

## **8. Vehicle Photographs**

On request the Company can provide a photograph of the type of vehicle being supplied. In this case the photograph supplied is illustrative only and may be a different make/model with different livery and appearance to that actually supplied to the booking.

## **9. Luggage and Passenger Numbers**

The vehicle supplied by the Company will take account of the amount of luggage as well as the number of passengers specified at the booking time. The Customer must ensure they specify the correct information at the time of the booking and inform the Company as soon as possible if there are any changes.

## **10. Tickets for Amusement Parks and Other Venues**

The company may arrange tickets on the Customer's behalf at an agreed rate for access to Amusement Parks and other venues. In this event the company will issue a voucher in PDF format by email to the lead passenger/booker, this voucher can then be used to collect tickets from venue on arrival. The voucher is designed purely to be exchanged between the group leader and the ticket kiosk and has no cash value.

The voucher can be used for entry to the park for fewer guests than listed on the voucher but not more. Any guests in excess of the number on the voucher may have to pay the current walk up day rate. All tickets issued are subject to the terms and conditions of the venue, and the Company recommends that particular attention is paid to the requirements for use of specific rides or attractions. Copies of the venues terms and conditions can be provided on request.

In the event of an unscheduled closure of the venue, a full refund of the ticket price, less an administration charge will be made, no refund will be made in respect of closure of part of the venue or any particular ride or attraction.

For the avoidance of doubt any refund of tickets in either full or part does not amend or otherwise change the company cancellation policy in relation to any vehicle arranged by the Company in connection with the journey, specifically clauses 12 and 13 below.

## **11. Hotel Accommodation**

The company may arrange accommodation at the Customer's request, these are covered by specific supplemental terms and conditions, a copy of which can be downloaded from our website and is available on request.

## **12. Cancellation by hirer (not including package wine tours, additional package wine tour terms below)**

All requests for cancellations must be made in writing. Should the Hirer wish to cancel a booking the following terms and charges shall apply.

For the avoidance of doubt, in the event of cancellation by the Hirer, all deposits are non-refundable.

- 21 days or more before the initial date of travel - a charge equivalent to 25% of the total order value shall be applied.
- 14 days or more before the initial date of travel - a charge equivalent to 50% of the total order value shall be applied.
- 7 days or more before the initial date of travel - a charge equivalent to 75% of the total order value shall be applied.
- less than 7 days' notice before the initial date of travel date - all monies will be forfeited to the company and the full value of the trip will be due.

In the event of cancellation by the hirer any charges for credit or debit card processing, bank transfers, international currency exchange or other processing fees paid by the hirer are non-refundable, and the company reserves the right to charge for any such fees or expenditure incurred in making a refund to the customer and deduct such costs.

Where the Hirer has paid for additional costs such as ferry crossings etc., refunds will only be made in line with the cancellation policy of the service provider.

Cancellation of an event or holiday or reason for travel does not affect the Hirer's liability for the above cancellation fees and the monies will be due as if the vehicle was traveling.

Should the Customer not have paid the amount set out above at the time of cancellation the balance shall become due immediately and shall be a debt owed to the company. The Company may, at its sole discretion, engage the services of a debt collection agency to recover any unpaid amount together with interest and any debt collection charges.

These terms apply to all cancellations including cancellations due to COVID or similar unless the customer has opted for our enhanced refund policy, this must have been selected and paid for at the time of booking, full details can be found here.

### **13. Cancellation by the Company**

In the event that the Company is unable to provide a vehicle or vehicles to meet all or part of the Customer's booked requirements due to reasons of emergency, vehicle unavailability, or other reason, the Company will take all reasonable measures to provide a replacement or alternative solution. If this is not possible, the Company retains the right to return all monies paid and, without liability, cancel the booking providing the Customer with as much notice as possible.

In such circumstance, the Company shall have no liability for any inconvenience or loss incurred and will not be liable for any direct or consequential loss howsoever arising. It is strongly recommended that the Customer should consider insuring against this risk.

### **14. Purpose of Journey**

The Company must be notified of any bookings for football matches, music festivals or political demonstrations and rallies at the time of booking, as there may be specific legal or other requirements that could affect the booking. Failure to notify the Company correctly of the nature of the journey will be construed as breach of contract and at the Company's absolute discretion may lead to termination of the booking without compensation or refund.

### **15. Force Majeure**

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its reasonable control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, strikes, including, without limitation, failure of suppliers, subcontractors, and carriers, bad weather, and/or any other cause beyond the reasonable control of the party whose performance is affected to substantially meet its performance obligations under this Agreement.

### **16. Use of the Vehicle**

The Hirer cannot assume the use of the vehicle between outward and return journeys nor will the vehicle remain at the destination for the Hirer's sole use unless this has been expressly agreed in writing by the Company. The Company reserves the right to levy additional charges for timings or mileage over and above the original agreement on a pro rata basis as confirmed to the Hirer at the time of booking.

- The Customer hereby acknowledges that no luggage may be left on the vehicle unless specifically agreed with the Company.
- Should the Customer be late for any pickup as set out in the Booking Confirmation the Customer will be liable for any additional costs incurred by the Company in providing the Service including, without limitation, the costs of obtaining a replacement vehicle if the original becomes unavailable, and obtaining additional Drivers.
- Where the booking is to collect passengers from an airport and the Customer has provided a scheduled arrival time, the scheduled pickup time for the booking will be adjusted by the Company to allow 45 minutes for the passengers to disembark the flight, reclaim luggage and clear customs. In the event that the Customer requires a fixed pick up time, this allowance will not apply. Where flights are delayed and the cumulative delay shall exceed this allowance; clause 16.4 below shall apply. It is strongly recommended that the Hirer take out travel insurance to cover this eventuality.
- For the avoidance of doubt a Driver will wait for a maximum of 30 minutes from the scheduled time of pick up or such shorter period as may be determined by the Driver that will adversely affect his/her Driver's hours. Should the Customer not have arrived for pick up within this period the Company shall be

relieved of any obligation to provide the service and shall have no liability to the Customer for any costs incurred by the Customer in completing their journey. Notwithstanding the foregoing, the Company shall use reasonable endeavours to complete the journey at full cost to the Customer.

## **17. Use of the Vehicle**

The Company reserves the right to subcontract to another operator to perform the hire or to supply replacement vehicles with the same number of seats. In the event that a vehicle of differing specification is supplied, the Company's liability will be limited to the amount specified in our standard table of compensation set out in Appendix 1. If for operational reasons the Company is compelled to supply a larger coach than required this will be at no extra charge (unless the number of passengers is increased from the original booking).

## **18. Route**

Unless the hirer has advised of a particular route and specified it at the time of booking, the route taken will be entirely at the discretion of the Company or Driver according to road, traffic and weather conditions at the time of travel. The vehicle will depart at the times agreed by the Hirer at the time of the Booking Confirmation; no price discount shall be given if the route chosen is not actually the shortest.

Stops will be made at suitable points to satisfy legal requirements regarding breaks and rest for Drivers. It is the Hirers' responsibility to account for all passengers at those times. The Company cannot accept liability for any losses incurred by passengers who fail to adhere to the Hirer's instructions.

Any changes requested to the route by the Customer shall be at the Driver's sole discretion and the Driver may charge an additional fee if additional drop-off points are requested and agreed by the Driver.

While every effort is made to check routes prior to travel this is not always possible. Coach Hire take no responsibility for non-completion of any journey where an obstacle that has not been advised by the customer prior to the trip was the cause, no refund will be given in this case. This includes but is not limited to weight-restricted bridges, unsealed roads, narrow access points, overhanging trees and wires and roads with sharp turns and/or inclines.

## **19. Breakdown or Delay**

The Company may give advice on journey times in good faith, but cannot guarantee that the journey is completed by a specific time and cannot accept any responsibility or liability whatsoever for traffic congestion, road accidents, adverse weather conditions, compliance with requests of the police, customs or other government officials and security services or other matters outside its reasonable control and will not be liable for any inconvenience or loss incurred caused by a breakdown or unforeseen delay be that en-route to pick up the Hirer or en-route to the booking destination as a result.

It is strongly recommended that the Hirer should consider insuring against this risk if journey times are particularly crucial, for example for the commencement of an event.

## **20. Driver's House**

Driver's Hours and rest periods are strictly regulated by law and the Hirer accepts responsibility for timings agreed at confirmation of booking. The Hirer accepts that neither they nor their passengers shall delay or interrupt the journey in such a way as to cause the Driver to breach Driver's Hours regulations and must adhere strictly to all collection times contained in the Booking Confirmation. If any breach is likely to occur the hirer agrees to pay any additional costs incurred.

If delays occur for whatever reason, the Company may take whatever action is deemed necessary for the Vehicle in order to comply with the law. Where delays do occur the Company cannot be held responsible for any losses arising as a result of those delays or non-performance of the services unless they are due solely to the negligence of the Company.



## **21. Property**

The vehicles are subject to statutory safety restrictions on the carriage of luggage and the Driver has sole authority to decide whether the property is suitable to be carried on that vehicle.

Whilst The Company will take all reasonable care with passenger's property it cannot accept liability for any damage to, or loss of that property being carried on the vehicle and the Company strongly recommends that no valuables should be left on the vehicle at any time, even if that vehicle is locked.

Nor can the Company accept responsibility for any loss of or damage to property left on the vehicle after hire. Property found on the vehicle after hire will be held at the vehicle operating base for a maximum period of 30 days. It is the Hirers' or the passenger's responsibility to collect the property and any costs incurred to collect the property are to be borne by the Hirer or passenger. Property is to be collected at a time agreed by the Company and the Hirer or passenger.

## **22. Passenger Conduct**

It is incumbent upon the Hirer and the Hirer's party to behave in a proper manner for the duration of their journey. The Driver is responsible for the safety of the vehicle and as such may refuse to allow a passenger or passengers 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 intoxicated, aggressive 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 compromise the safety of other persons, the contents of the vehicle or the vehicle itself.

In such event, at the Driver's sole discretion, the journey may continue once the passenger or passengers have been removed from the vehicle, but should passenger conduct result in summary termination of the journey, the company reserves the right to cancel any other parts of a booking, and in such circumstances the forfeiture of any monies paid, and no claims for compensation or refund in either whole or part shall be entertained.

Any damage caused to the vehicle by the Hirer or any of the passengers shall be the responsibility of the Hirer and the Hirer shall be liable for all costs related thereto.

## **23. Alcohol, Tobacco or Drug Consumption**

All vehicles are strictly non-smoking by law.

Consumption of alcohol, where permitted, is done so by prior agreement only and with compliance to individual state legislation.

A refundable bond may be required where drinking is agreed, the bond may be retained in case of excessive mess or damages to the vehicle as deemed appropriate by TRIPOCITY.

Non-compliance with a Driver's request for passengers to refrain from drinking alcohol, and the smoking of tobacco or consumption of illegal narcotics, may result in summary termination of the journey, cancellation of any other parts of a booking, and in such circumstances the Customer shall remain liable for any sums due under this Agreement and the Company shall have no liability to the Customer and no refunds shall be provided. Additionally, there will be a fine levied by the local authority.

## **24. Standard Compensation terms**

The table below details our standard compensation amounts/percentages where there has been a service failure on our part. Where an amount and a percentage figure are shown in the compensation column, the compensation payable will be limited to the maximum amount shown.

Where a booking covers more than one journey or the journey consists of more than one part or leg (for example an inward and outward journey), any compensation will only be applicable to and limited to the affected part of that journey.

## **25. Limitation of liability**

Subject to the remaining provisions of this clause, the Company's liability to the Hirer under or in connection with this Agreement for all and any direct loss or damage arising from any one incident or series of connected incidents is limited to the booking value (excluding any additional Charges arising by way of clause 7.

Neither the Company nor the Hirer excludes or restricts in any way its liability under or in connection with this Agreement for death or personal injury caused by its negligence or to any extent not permitted by law.

The Company shall not be liable to the Hirer (whether in contract, tort, under statute, for misrepresentation or otherwise (including in each case negligence) and whether or not the Hirer was advised in advance of the possibility of such loss or damage, for:

- a) any of the following types of loss or damage whether direct, indirect or consequential howsoever arising under or in connection with this Agreement or any part of it: loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of business, wasted expenditure, loss from business interruption, loss or destruction of data, loss of contracts, loss from expenditure of time by managers and employees, liability to third parties, pecuniary losses arising from goodwill, or loss of or damage to goodwill; or
- b) any indirect or consequential losses whatsoever. Nothing in this clause or in this Agreement excludes or limits the Customer's liability to pay (without set off) the charges or any Additional Charges.

## **26. Animals**

With the specific exception of recognised assistance dogs, (which includes guide dogs), no animals are permitted to be carried on any vehicle booked under the terms of this agreement, unless specific permission has been obtained in writing from the company a minimum of three working days prior to the commencement of any journey.

The inclusion of this clause should not be taken to imply that permission will be given for the carriage of animals other than recognised assistance dogs, and specific requirements may be given with regards to restraint of aforesaid animals to ensure safe transit of any animals for which permission is given. Failure to comply with any reasonable requirements may result in summary termination of the journey and removal of the animal from the vehicle.

A recognised assistance dog is one that has been specifically trained to assist a disabled person and that meets the accredited membership criteria of such bodies as may from time to time be recognised. An assistance dog trained by a member of Assistance Dogs International will have formal identification.

## **27. Enforceability**

If any provision or term of these Terms and Conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be deleted but all other terms will remain valid.

## **28. UK Law**

These terms and Conditions together with any Booking Confirmation shall be subject to and construed in accordance with the laws of UK. The parties hereby agree to submit to the exclusive jurisdiction of the courts of UK.

## **29. Privacy**

By either registering your email through our email registration or as a result of filling in a quotation and/or placing a booking bookings you also agree to receive relevant marketing information from TRIPOCITY Ltd.



### 30. Payment Terms

Private customers booking within 14 days of travel - full payment required More than 14 days before travel - 25% deposit to confirm the booking with balance due 14 days before departure. Account customers - see below

### 31. Account Customers

Once a booking is confirmed by an account customer and accepted by TRIPOCITY the booking is subject to the standard terms and conditions shown herein. For the avoidance of doubt, the standard terms and conditions regarding cancellations apply whether the booking is prepaid or on account (see article 12). Payment terms are as agreed/advised when the account is set up.

## APPENDIX 1 - TABLE OF COMPENSATION

The following compensation provisions are subject to the Company's standard Terms and Conditions relating to charter bookings only.

Service Issue	Detail	Compensation
Late coach (Where a journey consists of more than one leg or part, compensation is limited to the part of the journey affected)	Up to 30 Minutes	-
31 - 90 Minutes	10% / £25	-
91 - 180 Minutes	20% / £50	-
181 - 300 Minutes	50% / £100	-
Over 300 Minutes	Full Refund	-
Vehicle no show (Single leg journey)	Vehicle fails to arrive to collect passengers and passengers make other arrangements	Full Refund
Vehicle no show (Multi- leg journey)	Vehicle fails to arrive to collect passengers and passengers make other arrangements for specific leg of journey	Refund of charges relating to affected leg of journey
Vehicle Breakdown	Vehicle suffers mechanical or other failure during the course of the booking, and journey is continued following repair or in alternative vehicle(s)	Late vehicle charges as above
Vehicle suffers mechanical or other failure during the course of the booking, and passengers make their own arrangements for travel	Compensation equivalent to reasonable transport costs to complete journey and only applicable should a replacement vehicle not be found and ready to depart within 1 hour of the scheduled departure time.	
Vehicle standard not as booked	Executive not Luxury (Not pre-agreed with client)	10% / £50

Executive not Luxury (Pre-agreed with client)	20% / £40	
Standard not Executive (Not pre-agreed with client)	15% / £30	
Standard not Executive (Pre-agreed with client)	10% / £25	
Vehicle wrong size (passengers)	Vehicle has insufficient seats for the number of passengers as listed in the booking confirmation and alternative vehicle supplied	charges as above
Vehicle has insufficient seats for the number of passengers as listed in the booking confirmation, and the client makes own arrangements for additional passengers	Pro-rata refund plus 15% against booking + price per passenger unable to travel	
Vehicle wrong size (luggage capacity)	Vehicle has insufficient storage space for luggage as listed in the booking confirmation and alternative or supplemental vehicle supplied, but delay is caused to party	Late vehicle charges as above
Vehicle has insufficient storage space for luggage as listed in the booking confirmation and passengers make their own arrangements for travel	Full Refund	
Vehicle toilet	Vehicle does not have working toilet or toilet is not accessible and this was detailed in the booking confirmation	10% / £40
Air conditioning	Vehicle does not have working air conditioning and this was detailed in the booking confirmation	10% / £40
Vehicle cleanliness	Vehicle fails to meet reasonable standards for cleanliness - exterior	5%
Vehicle fails to meet reasonable standards for cleanliness - Interior (includes smell from toilet)	10%	
Driver behaviour	Driver behaviour unacceptable including rudeness and failure for follow reasonable requests in line with the booking requirements	10%

# **WINERY TOUR PACKAGES - ADDITIONAL TERMS & CONDITIONS**

## **Consumption of Alcohol**

TRIPOCITY supports responsible consumption of alcohol and does not condone excessive or binge drinking.

All alcohol consumption is at the risk of the Customer, and it is the responsibility of the Customer to consume alcohol responsibly in order to not affect the running of the tour. Some wineries reserve the right to refuse entry to excessively intoxicated passengers, TRIPOCITY take no responsibility for refusal of entry due to intoxication.

Alcohol shall not be consumed on any tour vehicle (with the exception of bespoke tours by prior agreement) and, except for alcohol purchased at any visited winery; no alcohol may be brought onto any tour vehicle. No alcohol may be brought onto the premises of any winery.

In the event that a Customer is, in the opinion of the representative of TRIPOCITY, excessively inebriated or disruptive to the tour or other visitors at a winery, TRIPOCITY may terminate the tour and return to the destination point. Whether the tour is terminated or not, the Customer will be responsible for and will indemnify TRIPOCITY against any loss damage or expense suffered or liability incurred as a result of his or her inebriation or behaviour including without limitation any additional cleaning costs.

## **Wineries**

TRIPOCITY is in no way affiliated with any of the wineries visited on a tour and makes no representation as to the products or services offered by the wineries visited.

## **Damages and Soiling**

Any damage or soiling of winery premises or the tour vehicle requiring cleaning or repair caused by misuse or inappropriate behaviour is the customers sole responsibility with remedial action being at the customers expense.

## **Changes to Venues/Meals/Vehicle Sizes/itineraries/other options**

TRIPOCITY reserve the right to alter the vehicle, venues, meals, itineraries (including the number of locations to be visited) and other options due to unforeseeable circumstances or any issues arising from a lack of availability of services or products offered by either TRIPOCITY or the wineries. Any changes will be advised to the customer prior to the trip taking place where possible.

TRIPOCITY will make all efforts to accommodate any changes or requests but can not be held liable for changes that are not possible due to a lack of availability of products or services offered by TRIPOCITY or the wineries.

## **Tour timings and refusal of entry**

The customer is responsible for ensuring they board the vehicle at the times specified in the tour itinerary to ensure arrival at the booked times for subsequent wineries to be visited. TRIPOCITY take no responsibility for refusal of entry by any winery arising from late arrival caused by the late running/boarding of the group. Should the tour time run over due to the aforementioned reasons the customer will be responsible for any additional charges.

## **Wine Tour Cancellation**

On payment of the deposit or full balance the reservations will be made and paid for at the venues to be visited on your wine tour. As such no refund will be available for reservations made and administration charges levied by TRIPOCITY for making said reservations.

Refunds for the transport element are possible (for the vehicle hire charge only) but will be limited to -

- 21 Days or more before the initial date of travel - a charge equivalent to 25% of the vehicle hire cost shall be applied.
- Customer Service
- 14 Days or more before the initial date of travel - a charge equivalent to 50% of the vehicle hire cost shall be applied.
- 7 Days or more before the initial date of travel - a charge equivalent to 75% of the vehicle hire cost shall be applied.
- Less than 7 days' notice before the initial travel date - all monies will be forfeited to the company and the full value of the trip will be due.

Amendments are not guaranteed and on occasion will not be possible. There are no grounds for any refund from TRIPOCITY should a refund be requested due to an amendment not being possible.

As soon as the deposit payment is received the reservations will be made and paid for at the venues to be visited on your wine tour for the specified amount of attendees. As such no refund will be available for reservations made and administration charges levied by TRIPOCITY for making said reservations. Should an amendment be possible and is made which permits the provision of a smaller vehicle TRIPOCITY will refund the difference of the cost of these vehicles.

Tour attendees are permitted one tasting session at each specified location and one meal per person. Attendees are not permitted to consume or request multiple tasting sessions/glasses or meals should the group have reduced in size due to cancellation even if no refund has been provided for said cancellation of attendance.

## **Food**

The Customer is responsible for notifying TRIPOCITY of any food allergies or special dietary requirements at the time of booking. TRIPOCITY will take all reasonable steps to ensure that food served is in line with that requested, however, disclaims to the maximum extent permitted by law all liability for or in relation to any illness caused by the food served at any winery.

The Customer must adhere to each winery's food licensing conditions including the prohibition on bringing food onto the premises of a winery that has a cafe/restaurant.

## **Limitation of Liability**

TRIPOCITY shall not be responsible for and disclaims to the maximum extent permitted by law any and all liability to the Customer for or in relation to any breach by TRIPOCITY of this contract for the provision of the Services including without limitation any liability for negligence or for consequential loss or associated loss or damage which is not reasonably foreseeable.

## **Group/Public Wine Tours (tickets/seats) - Additional Terms and Conditions**

### **Cancellation policy**

No refund will be provided in case of booking cancellation or no-show. Cancellations will not be refunded and dates can't be swapped after confirmation.

### **Alcohol Consumption**

We will not accept intoxicated behavior. Federal, State and Local Council drinking laws apply. There is no drinking of alcohol on our vehicles. Drinking alcohol on board our vehicles does not comply with local laws or our Public Liability. Customers caught drinking alcohol on board our buses will have the alcohol removed. If they insist on continuing to drink alcohol on board the bus then the tour Guide will stop the tour immediately and organize a taxi to have the customer/s dropped back to their pick up location at the cost to the customer. No refunds will be given to customers in the event the tour is stopped.

# Customer Code Of Conduct

intoxicated, disruptive persons causing a nuisance will not be tolerated. The venues will refuse access to customers behaving in this manner. For the safety of the customers, venue staff and other patrons the tour will stop immediately and a taxi will be organized to have the customer/s dropped back to their pick up location at the cost to the customer. The customer/s will not be allowed to return to the tour bus or establishment. No refunds will be given to customers in the event the tour is stopped.

Adult only tour. Children are not allowed on any public/group tours.

Passengers must arrive at pick up points 5 mins prior to departure time. Tours must run on schedule and will not wait for latecomers. The venues also reserve the right to refuse us if we are late as they will need to attend to other on time bookings. Late passengers who miss their tour will not be refunded. No shows will not be refunded.

We reserve the right to alter the itinerary and use other tour providers if necessary.

We accept no responsibility or liability for damage, loss, injury, delays or other problems whatsoever resulting directly or indirectly on tour.

Tours are subject to availability.

Gift Vouchers are not redeemable after the expiry date.

We recommend travelers have adequate Travel Insurance to cover any event.

We require a minimum number of attendees to run a public tour. The tour will be canceled the day prior if minimum numbers are not achieved. TRIPOCITY offer an alternative where possible and a refund will be given if no alternative can be found.

Venues subject to availability.