

These are the conditions of hire **Carnia Express - European Coach Tours** (hereinafter call the "Company"). They form the basis of the contract under which the Company agrees to hire Coaches, Minibusses and other type of vehicles to the customer (hereinafter call 'the hirer').

Any objections to the following Coach Hire Booking and Payment conditions must be received within 24 Hours of receipt of booking. Failure to do so will be seen as acceptance of all Carnia Express - European Coach Tours conditions, who will endeavor to carry out all services stipulated in the agreement.

Payments may be made via [VISA or MASTERCARD Credit Card](#) (payments are subject to an additional transaction fee) or Bank wire transfer to [one of our Banks](#).

Payment Terms

A deposit of 30% of the hire charge, is payable at the time of booking. The balance of the hire charge is payable no later than 20 days prior to the date of hire, unless other payment terms are imposed as stated overleaf. (The Company reserves the right to decline to execute any work when the foregoing condition has not been adhered to, in which case the deposit becomes forfeitable by the hirer to the Company.)

Cancellation by The Hirer

The Company reserves the right to charge a cancellation fee on a sliding scale as follows :

Prior to 20 days of departure - Loss of Deposit.

19-11 days before departure - 50% of Total Hire Charge.

10-4 days before departure - 75% of Total Hire Charge.

Within 3 Days of departure - 100% of Hire Charge.

The cost of accommodation, meals and any type of tickets which have already been purchased by the Company at the request of the hirer, will be charged to the hirer, plus any administration charges incurred by the Company. Cancellation due to inclement weather conditions will be charged as above. All type of Fees pre-paid and Tickets* once purchased are not returnable and must be paid for in full (*or any other ancillary service).

Cancellation by the Company

In the event of any emergency, riot, civil commotion, strike, lock out, stoppage or restraint of labour or on the happening of any event over which the Company has no control (including adverse weather and road conditions) or in the event of the Hire taking any action to vary agreed conditions unilaterally, the company may by returning all money paid and without further or other liability cancel the contract.

Breakdown and Delays

The Company gives its advice on journey time in good faith. However, as a result of breakdown or traffic congestion or other events beyond reasonable control of the Company, journeys may take longer than predicted and in those circumstances the Company will not be liable for any loss or inconvenience suffered by the hirer as a result.

Route and Time changes

Any changes to the routing, collection and drop-off points must be, at all times, confirmed with the Company; not to the Driver of the vehicle.

Should a vehicle be detained by the Hirer or taken on a longer journey than that contracted for, the Company reserves the right to make an additional charge commensurate with the costs incurred.

The vehicle will depart at times agreed with the hirer and the Company will not be liable for any loss or injury sustained by any passengers who fails to join a vehicle at the appointed time.

Excess luggage

Cannot be placed inside the passenger area of the Coach due to European Community safety regulations.

Loss or Damage to Personal Property

The Company will not be responsible for any damage to, or loss of, personal property left in vehicles, howsoever caused.

Liability for Injury

The Company will not accept any liability for damage, injury or loss by any passenger standing up or walking around the vehicle whilst in motion.

Vehicle to be provided

The company reserves the right to provide a larger vehicle than that specified at no additional charge unless any extra seats are used. If extra seats are used an additional charge will be made pro-rata to the hire charge.

The Company reserve the right to substitute other vehicles (including those of other operators) or ancillary facilities for all or part of the hiring subject to such substitutes being of similar quality.

Equipment within the coaches including radios, audio and video cassette players, microphone and public address systems, beverage facilities and toilet facilities) is provided at the discretion of the Company unless the quotation specifies that any such facilities will be available. Whilst every endeavour will be made to comply with the Hirer's subsequent requests the Company cannot guarantee to meet any such requests.

The Use of Other Operators Vehicles

The Company reserves the right to substitute other operators' vehicles in place of its own for any journey or part thereof.

Passenger Capacity and Seat Belts

No passenger may be carried in excess of the seating capacity of the vehicle and passengers should wear the seat belts provided at all times.

Drivers Hours Regulations

The hirer undertakes to abide by all statutory requirements and **European Community Transport Regulations** which may in any way affect the journey or itinerary in question. Drivers are familiar with these regulations however they will conform to any reasonable request made by members of the party.

Damage to Company Vehicles

The Company's private hire vehicles are constructed and adapted to transport seated passengers only and standing on seats or use of roofs for viewing races, etc is not permitted. The actual hirer will be responsible for, and shall indemnify the Company against any damage caused to the vehicle(s) as a result of negligence, wilful or otherwise, and/or malice due to the action of all or any member(s) of the party.

Consumption of Alcohol

The Company's Driver, servant or employee reserves the right to refuse to carry any passenger whose behaviour can be considered unruly or under the influence of alcohol or drugs.

Consumption and or carrying of alcohol in the passenger compartment of Company vehicles is strictly forbidden.

Returnable Additional Deposits

The Company reserves the right to insist upon a returnable additional deposit being provided by the hirer in addition to the hire charge. This deposit will be returned to the hirer following completion of the hire provided that no additional expenses were incurred by the Company which were a direct result of the hirers, or his passengers actions.

Additional Charges

The Company reserve the right to impose additional charges on the hirer following completion of the hire if the passengers have left the vehicle in an unreasonably untidy condition or having required additional time or mileage which was not included for in the originally booking.

No Smoking Policy

Smoking is not allowed by Law on all Coaches. Hirers are responsible and obliged to make sure that all passengers on the Coach will follow the rule. All Fines must be paid to the Police directly from the Hirer or the persons infringing the law.

Airport or Ferry transfers

On collection passengers from airports, ferry ports, etc the coach will wait for one hour after the pre-arranged collection time free of charge. After that additional waiting time will be charged at the discretion of the Company.

Notices

No bill, poster or notice to be displayed on any vehicle without the written consent of the Company

Refreshments and Alcoholic Drinks

Other than on a vehicle fitted expressly for that purpose, food (except confectionary) and drink (including alcoholic beverages) may not be consumed on the vehicle without the prior written consent of the Company.

Surcharges

The quotation given is based on operating costs at the date of the quotation and when more than 28 days elapse between the date of the quotation and the date of departure, the Company reserve the right to pass on to the Hirer any increase in the cost of fuel or other increased costs resulting from Government action or other factors beyond the Company's control.

Italian Law

This Contract is governed by Italian law.

Acceptance of our Quotation - Implies acceptance of all the above conditions.

Complaints

In the event of complaint about the Company's services, the hirer should endeavour to seek a solution at the time by seeking assistance from the driver or from the Company. If this has not provided a remedy, complaints should be submitted in writing and within 14 days of the termination of the hire. No correspondence will be entered into unless we are notified within the time specified.

Contact our Manager on 0039-0433.40512.

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