

## Big Green Coach Terms and Conditions

These Terms and Conditions form the basis of your contract with Big Green Coach Limited of Unit F4 The Arch, 48-52 Floodgate Street, Birmingham, B5 5SL (Company Registration Number 06783732). In these Terms and Conditions 'you' and 'your' are references to the lead customer who is the contracting party on behalf of all persons named on the booking. Subject to our rights set out herein, a contract exists only when we have confirmed your booking by issuing a confirmation of the booking or order and issue a receipt for full payment. The lead customer confirms by making the booking that he/she is authorised as the principal and agent on behalf of all persons named on the booking to agree these Terms and Conditions.

**Note:** These terms and conditions come into effect from 9<sup>th</sup> February 2021. Any bookings made prior to this date were purchased under the previous terms and conditions which can be found [here](#).

### Interpretation of Terms

The listed words shall have the following meanings:-

**"Big Green" "Big Green Coach" "Big Green Coach Limited" "Big Green Group" "BGC"** means the company incorporated and registered in England and Wales. Company number: 06783732  
Registered Office: Unit F4 The Arch, 48-52 Floodgate Street, Digbeth, Birmingham, B5 5SL.

**"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.

**"Contract"** means any agreement for the supply and purchase of the Services provided by us.

**"Customer"** means any person or company named on any booking, receipt or ticket.

**"E ticket"** means any "ticket" which is issued electronically.

**"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.

**“Force Majeure Event”** includes any act, event, non-happening, omission or accident beyond our reasonable control and include in particular (without limitation) the following; Disease (including Covid-19 or any variant)- 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.

**“Flexi Ticket”** means an optional upgrade on our Standard Ticket coach seats and for purchases after 15th March 2021 also covers Event Entry ticket in accordance with the special conditions applicable against these tickets.

**“Lead customer”** or **“Lead Passenger”** the customer who makes the purchase and in the case of a group booking becomes the main contact.

**“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.

**“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.

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

**“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.

**“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.

**“Standard Ticket”** means the any Travel Ticket that is purchased with Big Green Coach where the customer has not chosen to upgrade to Flexi Ticket coach seats.

**“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).

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

**“Ticket”** means any Concessionary Ticket, E Ticket, Event Entry Ticket, Standard Ticket or Flexi Ticket issued by us or on our behalf.

**“Travel Ticket”** means any Ticket for transport by any means or by a combination of transport.

**"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 The Arch, 48-52 Floodgate Street, Digbeth, Birmingham, B5 5SL.

**"You"** means the lead passenger who agrees to these Terms and Conditions for the purpose of travelling on or using 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.

## **1. General**

1.1 By purchasing the services advertised and sold by Big Green Coach Limited you, the Customer, are agreeing to comply with the rules and guidelines published by us or by a third party for the use of the product or service.

1.2 Big Green Coach Limited may, in its absolute discretion, supply any product or service using any third party.

1.3 Where we provide Travel Tickets or ticket includes travel, Big Green Coach will only use experienced and professional Coach Operators with all relevant licenses and insurances in place. By purchasing the services advertised and sold by Big Green Coach Limited, you are also agreeing to abide by the terms and conditions of hire as set out by the Operator.

1.4 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.

1.5 By purchasing the services advertised and sold by Big Green Coach Limited, you are also accepting the terms and conditions of the festival or event you are buying tickets for. Details of these can be found on the Event Owner/Promoter's web site or by request 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 any refusal to allow entry or 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 need 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 checking the Big Green Coach Limited website prior to the Day of Operation.

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.

2.5 Coaches are not necessarily assigned to a specific group of individuals nor are coaches necessarily assigned to only one pick-up point. We reserve the right to route coaches according to passenger pick up requirements therefore necessitating a possible number of pickups from various departure locations on the journey to and the journey back from the event. No one group should assume they have exclusive use of a coach(s). Specific seats on a specific coach cannot be pre-booked. Seating is based on a first-come, first-served basis.

2.6 If there is a problem with your order, Big Green Coach commits to informing you as soon as possible and may, at its absolute discretion, cancel your order at that point. If this situation occurs, then we will notify all Customers using the contact details provided during the ticket booking process with reasonable notice being given to the Customer.

### **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 the property of Big Green Coach Limited and shall be returned to us on request.

3.3 All Travel Tickets (excluding Flexi Tickets) are non-cancellable and non-refundable and any amendments are subject to a £10 administration fee, plus any increase in the fare at the time of purchase.

3.4 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.

3.5 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 cannot guarantee this.

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

3.7 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.

3.8 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.

3.9 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.

3.10 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.

3.11 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.

3.12 Big Green Coach may retail tickets and travel via third party ticket sellers (for example, Ticketline or Ticketmaster). By purchasing these tickets you are agreeing to the Big Green Coach terms and conditions.

3.13 Some third party ticket sellers may issue you with a unique voucher code to enable you to book your seat on the Big Green Coach website at the specified discount. No additional discounts or products other than the product you have purchased are included in this transaction and any abuse

of the voucher codes will result in cancellation without refund of your tickets and reporting of the abuse to the relevant authorities.

#### **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 a ticket, 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 a Force Majeure Event, we will have the following liability to customers with valid tickets:

- a) Cancelling the booking and enabling the customer to claim a full refund of the fare paid.
- b) 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 Force Majeure Event, 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 by reason of a Force Majeure Event then Big Green Coach Ltd will have no liability to refund customers and we will have no further or other liability to you and the 'fairness' or otherwise of retaining sums paid for services not supplied under this term shall be offset by the protection available to you against this eventuality with the option to purchase Flexi Tickets at the time of booking and by reason of the obligation upon us to discharge our liability for third party coach or transport or costs incurred by us with your booking.

4.6 Big Green Coach shall not be liable for any failure to perform or delay in performance of any of its obligations by a Force Majeure Event or caused by circumstances beyond their reasonable control, including but not limited to adverse weather conditions, natural disasters, fires, floods, explosions, earthquakes, nuclear disasters, insurrection, riots, acts of terrorism, war, and acts of Government.

4.7 Big Green Coach Ltd will not be liable for any failure to fulfil our service as advertised to the customer, which is caused by a Force Majeure Event.

4.8 The fulfilment of the delivery of our Service will be deemed to be suspended for the period of any Force Majeure Event and events beyond our control but notwithstanding Big Green Coach may, without any liability whatsoever, use reasonable endeavours to find a solution to any of the above events by which our obligations under these terms and conditions are affected.

4.9 Big Green Coach Limited reserves the right to cancel any Service where passenger numbers deem it not commercially viable. If Big Green Coach Ltd 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.

4.10 Big Green Coach Ltd 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 Ltd 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.

Our liability for cancellations and alterations of services:

4.11 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.

4.12 Big Green Coach Ltd 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 Ltd Service.

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

5.1 Death and Personal Injury: Big Green Coach Ltd 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 £20 (Twenty Pounds Sterling). This clause is subject to the limitations set out in Clause 11.3 in relation to your luggage.

## **6. Event Cancellation**

6.1 If you are due to travel, or are travelling, with a valid ticket on a Big Green Coach Ltd 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 Ltd 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.

6.3 If the event is cancelled at short notice or during the event, all Big Green Coach Ltd services will run as scheduled unless specifically advertised by Big Green Coach Ltd as operating differently. If, for reasons outside of the control of Big Green Coach Ltd, coach services are unable to operate, details will be advertised to customers as soon as possible. In this circumstance customers are advised to contact us directly for further details.

## **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 Ltd. 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. 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 Ltd 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 Ltd 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 Ltd 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 Ltd 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 Big Green Coach Ltd 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 Ltd 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 Ltd and which are published on the Website and e-ticket.

At all times the Luggage that can be carried shall be at the sole discretion of Big Green Coach Ltd and the Driver.

9.2.1 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.

9.2.2 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 Ltd 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 Ltd accepts no liability whatsoever for loss or damage to such Luggage howsoever caused whether that be on the coach or at the departure or arrival location. 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 Ltd 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. Big Green Coach Ltd may assist with your luggage but the luggage remains the responsibility of you at all times.

## **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 Ltd 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 Ltd 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 Ltd 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 Ltd 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. Big Green Coach Ltd 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 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 Ltd 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 This is at the discretion of Big Green Coach Ltd 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 Ltd 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 Ltd or any other person;

- (ii) You shall always follow any instructions given by Big Green Coach Ltd 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.
- (xi) All Big Green Coach Ltd services are non-smoking services. Smoking is strictly forbidden on our services.

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 Ltd 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 Ltd may not legally carry more passengers than the maximum seating capacity allows.

## **14. Insurance**

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

14.3 Big Green Coach offers "Booking Refund Protection" on most services. If you have purchased this protection please see the link on the Big Green Coach homepage for TicketPlan. All claims must be made to TicketPlan directly to the TicketPlan helpline on 0844 884 1031.

## **15. Prices**

15.1 All Big Green Coach Ltd prices are subject to variation. Big Green Coach Ltd reserves the right to change prices at any time.

15.2 Big Green Coach Ltd accepts payments in full at the time of booking or, where stated, a deposit. The balance of the Deposit must be cleared by the specified deposit payment deadline for the event. Failure to do so will mean that the order is cancelled with no refund. No other form of payment for the booking of tickets is available to Customers unless agreed in advance in writing with Big Green Coach Ltd.

## **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 through Big Green Coach Ltd the Customer accepts the terms and conditions of the Event Owner – it is the customer's responsibility to ensure they have read and understand these terms and conditions.

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 you have upgraded to a Flexi Ticket. Any refund requests are subject to the terms of the Flexi ticket.

16.2 Deposits are non-refundable and the balance must be cleared by the specified deposit payment deadline for the event. Failure to do so will mean that the order is cancelled with no refund.

16.3 Big Green Coach offers "Booking Refund Protection" on most services. If you have purchased this protection please see the link on the Big Green Coach homepage for TicketPlan.

## **17. Booking Amendments**

17.1 Once a booking has been made and you have received confirmation, we will need to be notified of any change requests in writing and if we can comply, a charge will apply if the change can be made.

17.2 Changes may be made up to 10 days prior to departure, these changes include name changes, a change to departure point or departure time – after this date any changes to your booking will not be possible.

17.3 We cannot guarantee that changes will be possible, you must notify us of any changes in writing or by telephone and we will endeavour to make the changes. All amendments will be subject to an administration fee. The following charges apply;

17.3.1 Name change – An amendment fee of £10 per person (If the lead passenger has been amended, the original lead passenger will remain responsible for the booking until all payment is received and details have been changed over). This amendment fee charge does not apply if you booked a Flexi Ticket option.

17.3.2 Departure Points/Time – An amendment fee of £10 per booking plus any increased price of coach fare (This is dependent on availability at the time of change). This amendment fee charge does not apply if you booked a Flexi Ticket option.



## **18. Delivery Policy**

18.1 All Big Green Coach Ltd 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 Ltd 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 Ltd 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 Ltd often does not receive the Event Entry Tickets until much closer to the event date. Big Green Coach Ltd 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 Ltd will contact Customers, using details supplied at the time of purchase, to state any different delivery instructions. Big Green Coach Ltd will always use reasonable endeavours to ensure the Customer receives their event ticket.

18.4 Where appropriate, Big Green Coach Ltd 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 Ltd 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 Ltd 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 Ltd to ascertain the details for returning the originals.

18.8 Big Green Coach Ltd will not arrange for replacement tickets, nor arrange for refunds to be made 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 Ltd, Big Green Coach Ltd 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 Ltd 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 Ltd.

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 Ltd 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 Ltd accept no liability if the Customer does not receive details of any alterations or cancellation to the event.

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

18.12 Big Green Coach Ltd 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 reserve the right to carry out checks/ and or ask you to provide additional information / statements after your booking to verify purchase. Big Green Coach reserves the right to cancel bookings, which it reasonably believes to have been made fraudulently.

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

18.15 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 Ltd 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 Ltd 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.

19.3 If we have been unable to resolve your complaint, you may appeal to the Alternative Dispute Resolution (ADR) provider we have chosen. Details will be provided upon request.

## **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 Ltd 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. Without your consent we will not contact you with direct marketing or pass your personal information to third parties for marketing reasons. 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 in order to allow the operation and management of your booking to run efficiently.

Further information on the ways in which Big Green Coach Ltd 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 Ltd 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 Ltd 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 4th February 2021. We reserve the right and may be duty bound to update and amend these where necessary. Reasonable notice will be given where practical and possible as to any revisions but 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 Ltd then please do so via the details on our website - or by post to our registered company address: The Arch, 48-52 Floodgate St, Birmingham, West Midlands B5 5SL.

### **Terms and Conditions applicable to the specified products below**

#### **Flexi Travel Ticket – coach travel only booking (or ticket and coach package purchased up to 15 March 2021)**

1. A Flexi Travel Ticket is an upgrade which allows us to pass onto to you the cost savings made where a service is not provided but a Flexi Travel Ticket does not apply to or against any Event Entry ticket (For refunds on Event Entry tickets you should purchase a '*Flexi Travel and Event Ticket*') or other products purchased by you. The benefit is that your coach Travel Ticket is refundable in the circumstances set out below.
2. A full refund is available to you on Travel Tickets if because of any emergency or through unforeseen circumstances effecting the Festival or Event Big Green Coach cancels or alters any service, we are able to pass onto you the full cost of your purchase under our Third party arrangements in such situations. The refund will be returned to the payment method used during the booking.
3. If you cancel your purchase only a partial refund, representing the costs saved by us, is available to you comprising the Travel Ticket portion of your purchase excluding our fixed costs such as booking fees, the Flexi premium, Ticket Plan, postage etc. You should check with us what deductions are applicable against your purchase before cancelling. The refund will be returned to the payment method used during the booking.

4. Booking amendments are free of charge including name changes but subject to the terms below.
5. Booking amendments involving changes to departure points or departure time are subject to any increased price in coach fare.
6. Booking amendments to the journey date and time can be made any time prior to your receiving your Travel Tickets
7. Booking amendments are subject to the availability of any alternative journey.
8. All requests for a Travel Ticket refund under a Flexi Ticket must be presented no later than 10 clear days prior to the departure of the outward journey (as long as the Travel Tickets have not already been emailed).
9. Event Tickets purchased with a Flexi Ticket will remain under the terms and conditions of the Event Owner/Promoter.
10. No refund is available on a part-used Travel Tickets.

#### **Flexi Travel and Event Ticket –purchased from 15 March 2021**

1. Flexi Travel and Event Ticket will include an upgrade to the Event Entry ticket as well as coach Travel Tickets which allows us to pass onto to you the cost savings made where a service is not provided and includes the additional benefit of being cancellable and amendable (subject to availability) but does not apply to or against other products purchased by you.
2. A full refund is available to you on the Event Entry ticket and coach Travel Ticket if because of any emergency or through unforeseen circumstances effecting the Festival or Event Big Green Coach cancels or alters any service, we are able to pass onto you the full cost of your purchase under our Third party arrangements in such situations. The refund will be returned to the payment method used during the booking.
3. If you cancel your purchase only a partial refund, representing the costs saved by us, is available to you comprising the Travel Ticket and Event Entry Ticket portion of your purchase excluding our fixed costs such as booking fees, the Flexi premium, Ticket Plan, postage etc. You should check with us what deductions are applicable against your purchase before cancelling. The refund will be returned to the payment method used during the booking.
4. *Clauses 4 to 7 under Flexi Travel Ticket – coach travel only booking (or ticket and coach package purchased up to 15 March 2021) apply against the Travel Ticket.*
5. All requests for an Event Entry ticket and coach Travel ticket refund under a Flexi Travel and Event Ticket must be presented no later than 30 full clear days prior to the departure of the outward journey (as long as the coach Travel tickets and Event Entry tickets have not already been posted or emailed).

6. No refund is available on part-used tickets. Our Terms and Conditions apply subject to the above - these can be seen via links on our website.