

Terms & Conditions

We are only licensed and insured to carry a limited number of passengers (including babies) while moving. This limit may not be exceeded in any circumstances. The number of passengers to be carried (babies count as passengers for this purpose) should be listed in the booking request and you must notify us of any changes you may wish to make to that number at any time. In certain jurisdictions it is a legal requirement that children must wear seatbelts at all times when travelling and as our older vehicles sometimes do not have seatbelts, we will not be able to carry children in such cases.

We reserve the right to increase the fuel element of our charges at any time should the price of fuel to us increase by 8% or more from that prevailing at the time the booking is confirmed, any such increase in our charges to be commensurate with any such fuel price increase to ourselves and to cover any period during which we have to pay increased prices to our fuel supplier.

The exchange rate between GBP and EUR is the middle rate posted at Google.com from time to time +/- 2% in our favour (which is still a saving on retail bank exchange rates). Typically, if we are paid electronically in a currency other than the one invoiced, we will apply the original quoted exchange rate. If the current rate varies by at least 5%, we reserve the right to apply the current rate +/- 2% as aforementioned to avoid us suffering a currency loss. We will also accept claims from the hirer if the new rate falls in their favour beyond 5%. Any cash received in Euros when the invoice is in Pounds will be credited in full in Pounds at the rate the UK bank allocates at the time of deposit. Quotations are valid 28 days from the date of issue which is shown on the booking form.

ABC Nightliners/Sunfun Luxury Travel cannot be held responsible for loss or damage to personal possessions or other property except where caused by negligence of the company or its servants. We cannot be held responsible for the theft of such items which occurs due to the negligence of any of the passengers, for example, failure by passengers to lock the coach doors when they have been provided with a key. We recommend you take out suitable insurance to cover all travel contingencies including failure to complete any part of the journey for any reason. EU residents should carry an EHIC card (European Health Insurance Card) application forms available from Post Offices. If property is left on a vehicle at the end of the tour, reasonable steps will be taken to ensure that the property is made available collection by the owner of the owner's agent.

Because no such insurance is available to us as coach operators, items travelling in our trailer or in the vehicle storage area are not insured by ourselves and unless they are damaged by ourselves we cannot accept responsibility for their loss or damage. You will need to obtain suitable insurance for these items.

ABC Nightliners/Sunfun Luxury Travel cannot be held responsible for any of the following losses however caused and related costs and expenses arising out of any contract between us:

- Pure economic loss;
- Loss of profit;
- Loss of business;
- Consequential losses;
- Loss of reputation; or
- Loss due to force majeure event including, without limitation, missing travel connections and missing or arriving late for events.

We will not be responsible for any failure to perform the contract in whole or in part by reason of accident, fire, traffic congestion, extreme weather, strikes or any other cause outside our reasonable control (a force majeure event), though every effort will be made to maintain the service contracted for.

Passengers are carried under the appropriate law or convention of the country (ies) concerned. If delays are caused we will make all reasonable efforts to make time, within the law, and as common sense dictates. Please see the note below regarding our responsibilities.

Nothing in these Conditions excludes or limits our liability for death or personal injury caused by our negligence.

Save as otherwise provided by insurance cover for public liability and passenger effects, our entire liability to you under or in connection with any contract formed under these Conditions will not exceed the total contract price. Any losses claimed will be assessed separately in relation to each day during which the losses are claimed to have occurred and according to the rates payable for each such day so that our liability in respect of each day shall not exceed the total charge payable for that day. In the case of a contract for several vehicles, losses claimed will be assessed separately in relation to each vehicle and our liability in respect of each such vehicle will not exceed the total contract price payable in relation to such vehicle.

In the unlikely event of any passenger being persistently abusive or causing damage to the vehicle, we will require such person(s) to leave the vehicle for the benefit of the others. The vehicle will then be allowed to continue the journey. Any outstanding part of the journey will be required to be paid for.

We reserve the right to substitute any given vehicle at any time without advance notice for operational or safety reasons. All reasonable efforts will be made to provide a vehicle of a comparable class, and capacity within the time available.

We reserve the right to sub-contract the performance of any of our obligations to suitable third party contractors but you will be warned in advance and be given the option to withdraw. If a sub-contractor fails to perform, we will make all reasonable efforts to assist in resolving the matter but our maximum liability will be a refund of any sums overpaid in proportion to the period and distance of the tour already undertaken.

You accept responsibility to protect vehicle from damage, including by third parties while at or near any venue, or where otherwise parked under the direction of organizers or tour managers. This also applies to damage to the paint and bodywork directly attributable to the application of vinyl's and other promotional items. Parking in unsuitable locations: Our drivers are instructed to try to avoid parking in unsuitable locations, especially at festival sites. If a vehicle needs towing, drivers are only allowed to use professional towing services to avoid physical or mechanical damage to the vehicle. If as a result of being parked in an unsuitable location on the instruction of the hirer, the cost of towing will be charged back to the hirer.

Travelling to unsuitable locations: You are hiring the coach to travel between venues. Hotel runs can only be made where we know the hotel is on a suitable route and are made at the discretion of the driver. If in doubt, please send a list of hotels beforehand to ABC Nightliners/Sunfun Luxury Travel for verification.

The quotation will show where the hire starts and ends. However the coach will need to get to the start location and back from the end location. The quotation will show a given route and timing but where it is necessary to take a more costly deviation, the hirer will be responsible for such reasonable charges. Examples might be where a given ferry is fully booked or cancelled, or where there are severe logistical problems on the route given out of our control. This clause only applies where situations arise causing deviations out of our control.

All booking requests are made subject to these Conditions and are deemed to be an offer by you to buy a service from us. To book one or more coaches we will raise an electronic booking form and you will be sent links to such. We will as a result have made an offer to treat, and that offer remains open for 5 days (or fewer if stated at that time by phone or email). On completion of the required fields of the booking form including provision of your electronic signature, you will have committed to the contract. We in turn will raise an invoice to confirm our commitment. We may request a non-refundable 15% deposit, but failure to provide that deposit does not unilaterally release you from the contract.

We are contracted to deliver passengers in reasonable comfort according to our quotation and within the law. We also provide various amenities like coffee machines, televisions, DVD players, Playstations, toilet, and sometimes satellite dishes and receivers. These are considered as free extras and not a condition of

hiring our coaches and the failure of any such device cannot be the cause for termination of the contract or discount of the price. We do not provide any entertainment media (games, CDs, DVDs, tapes or smart cards). Customers are expected to bring their own and the devices are provided for their convenience. Please note that coaches are licensed by the Motion Picture Licensing Association Ltd. and by the Performing Rights Society.

Safes, where provided, are used strictly at the hirer's risk. ABC Nightliners/Sunfun Luxury Travel can take no responsibility for any losses incurred as a result of using the safe. The drivers are not authorised to look after any passenger or hirer's valuables.

The internet service is free to use where available in the United Kingdom only (chargeable outside the UK). The limit for the whole bus is 3 gigabytes per month pro-rate (around 100 megabytes a day under the service provider's fair usage policy. That is more than enough for emailing. If this level is exceeded, the hirer will be responsible for any excess charges imposed by the service provider.

Due to the size of our vehicles it may not be possible to gain access to the destination site either by physical or legal constraints. We recommend you check with the destination beforehand.

Where it is not possible to use the originally quoted mode of transport, for instance no ferry spaces left, a surcharge may be necessary to complete the journey. We will discuss the options with you first.

All quotes for double or relief drivers are provided in good faith but we cannot guarantee availability at any time as double drivers are usually self-employed and therefore not under our direct control. If a tour or part of the tour cannot proceed due to the failure of a double driver to meet the bus on time, no responsibility can be accepted by ABC Nightliners/Sunfun Luxury Travel. Although ABC Nightliners/Sunfun Luxury Travel. Will make all best endeavours to enable the journey to continue ABC Nightliners/Sunfun Luxury Travel. Will be glad to consider the client providing their own double or relief driver subject to pre-vetting. If due to reasons out of our control, any driver is unable to return home within the prescribed time (other than at the end of a tour) due to reasons beyond our control - for instance due to volcanic ash restricting flights - then the liability for any subsequent expenses remain with the hirer although all reasonable efforts will be made to mitigate such costs. We have to work this way because in practise, the supply of relief or double drivers is overall not a profitable operation to us so we have no margin for losses.

Our driver's hours are regulated by law. It is illegal for our drivers to work outside these hours. We will always plan trip schedules so as to minimise the risk of delays due to drivers' hour's rules. However on occasion this may be unavoidable and in that case we cannot be held responsible for any losses arising due to such delays unless they are due solely to our negligence.

In certain countries it is not legal to exceed 6 days of work without a 45 hour legal break. For commercial reasons we quote on the basis that this rule is not enforced in all countries otherwise our quotes will appear to be excessive if fresh drivers need to be flown in and the old driver put up in a hotel then flown out. The supply of a coach and driver is made on the understanding that no liability can be accepted by ABC Nightliners/Sunfun Luxury Travel when a coach is required to park up by the authorities for this or other hours related reasons. If you wish to avoid this risk please call in advance so the cost implications can be discussed.

In Germany you are required to declare and pay VAT for the distance and passengers traveling in Germany. If our drivers are stopped they will show a combination of documents declaring you as the hirer of the coach because due to the nature of the German VAT rules, the coach company is exempt from collecting VAT (16%) where the coach is hired as a whole, but the hirer is required to declare and pay it independently. This applies to all coach companies, not just ABC Nightliners/Sunfun Luxury Travel.

If you have booked a trailer you must insure the contents yourself. You are also responsible for any documentation relating to the contents (carnet etc.). We do not recommend you place the responsibility on our driver to handle a carnet at any time but if you do it is done on the basis that ABC Nightliners/Sunfun Luxury Travel is absolved of any liability as a result.

It is the hirer's responsibility to ensure that no documentation or people are transported illegally. Examples might be people with no work permit, merchandise with no carnet where one is required, drugs, etc. ABC

Nightliners/Sunfun Luxury Travel. reserve the right to be compensated in full where a route diversion is required or where a vehicle is temporarily or permanently confiscated or where we are fined as a result of such an infringement.

It is against maritime law for any passenger to remain in any vehicle on all ferry crossings within the European Community. It is the responsibility of the hirer or their representative to inform each person travelling on an ABC Nightliners/Sunfun Luxury Travel. bus that they must exit the vehicle upon or before boarding the ship.

It is technically against the law for passengers to be lying on bunks while the vehicle is in motion on vehicles younger than 1998 in Germany, also in France, Italy, Spain, and most of Scandinavia. The customer warrants ABC Nightliners/Sunfun Luxury Travel against any losses as a result of action by any such authority in the unlikely event the coach is delayed or the company is fined.

In many countries it is forbidden to smoke on coaches. The hirer will ensure that no passenger smokes on the ABC Nightliners/Sunfun Luxury Travel coach and will indemnify ABC Nightliners/Sunfun Luxury Travel. In the event that any infringer other than an ABC Nightliners/Sunfun Luxury Travel employee is caught and the company is fined.

Please ensure you satisfy legal documentation requirements for your goods. Seizure of any vehicle as a result of incorrect documentation may result in claims for loss or damages. Please do not rely on the opinion of any ABC Nightliners/Sunfun Luxury Travel agent or employee to ascertain legal documentation requirements as we are not qualified to give such advice or opinion.

Where credit is given payment is due within 30 days of invoice date, otherwise payment in full is required prior to commencement of journey.

Where we have agreed to accept stage payments and a payment is late, we will have no obligation to perform the contract beyond the stage for which payment has already been received by us until the late payment is settled. In addition in such case, subject to three days' notice, we may at any time choose to terminate the contract forthwith by written notice to you and in such case any outstanding invoices issued by us will become immediately due and payable and you will be liable to pay us a reasonable amount to cover work carried out by us which has not been billed as at termination of the contract plus any reasonable irrecoverable costs incurred by us in connection with the contract. **ILLEGAL FINES:** It is not our policy to pay bribes or illegal fines. We cannot take responsibility for any delay caused by attempts by any official to apply illegal fines. If the hirer chooses to pay such illegal fines then ABC Nightliners/Sunfun Luxury Travel. will not be responsible for reimbursing such fines.

If you have booked a trailer you must insure the contents yourself. You are also responsible for any documentation relating to the contents (carnet etc.)

These Conditions apply to any contract between us to the exclusion of any other terms and conditions including any you purport to apply under any purchase order or similar.

A reference to these Conditions includes a reference to any document referred to in these Conditions which, for the avoidance of doubt, shall be deemed to form a part of this agreement

If you are a consumer, none of these Conditions will adversely affect your rights as a consumer.

These Conditions (taken together with the details contained in the confirmation of booking) constitute the entire agreement between us and you and supersede any previous agreement or representations between us.

It is in our interest to make your journey as pleasant as possible. If you have any special requirements we shall be pleased to attempt to accommodate you. We hope you have a great journey!

The Company reserve the right to apply a charge of 8% per annum, above the current base rate to any overdue payments. In the event of non-payment the fees from the Companies Collection Agency, will be added to the outstanding account.

Also....

Our responsibilities in the event of a breakdown

If we have been paid in advance of the journey to date by cleared funds (by full or staged payments) we will also take on the responsibility of making arrangements for onward travel to the best of our ability. Our primary responsibility however is to carry passengers and their luggage from A to B and any sleeping accommodation, entertainment system, etc. provided on the coach is to be considered a non-contractual side benefit of using a sleeper coach. Where reasonably possible in the event of breakdown, a replacement sleeper coach will be used but we will not take responsibility for sleeping accommodation if no replacement sleeper coach can be hired. In any event all such costs must be in proportion to, and not exceed, the funds already paid.

If we have not received payments (full or staged), in advance, our only responsibility, save in instances due to Company's negligence or wilful misconduct (in which such event Company shall take on responsibilities as set forth in the preceding paragraph), will be to assist you in obtaining alternative means of transport and accommodation at your own expense at which time our agreement will be terminated subject to reasonable financial adjustment in either direction.

You are highly encouraged to take out suitable insurance to protect your tour budget, for instance to cover the cost of hotels if your sleeper coach has a mechanical failure and no substitutes are available.

Cancellation

Our booking form is a contract between us based on these Terms and Conditions. By signing the booking form you are accepting these terms and conditions. If, after booking, you decide to cancel, it is at the discretion of ABC Nightliners/Sunfun Luxury Travel whether or not to hold you to the contract in full or in part. Even if we hold you to the contract, we will take all reasonable efforts to offset your liabilities by trying to find alternative work for the vehicle and driver. We will also mitigate your liabilities by crediting any unused tolls, miles, and ferry costs. In any case, as a minimum, you will still owe any deposit paid or unpaid.

Exit from the European Union

In the case where we are unable to complete an International journey as the result of the United Kingdom exiting the European Union on the 31st October 2019, we reserve the right to subcontract the transportation of any passengers outside the United Kingdom using a suitable service provider. This may mean disembarkation of our coach at Dover and embarkation on to a subcontracted coach in Calais. This is a highly unlikely event but this clause is put in to reserve our position. If the EU does refuse to allow UK operators to operate until Interbus or a similar agreement is negotiated so this situation would affect ALL our competitors in both the UK and Europe equally.

Privacy and Returns Policy

Data Retention - ABC Nightliners/Sunfun Luxury Travel do not store credit card information by email. Any such emails sent will be deleted. Any written card information will be shredded, and we limit other information retained so as to fall wholly within the scope of the Data Protection Act 1998. No information will be passed to third parties other than to enable the actual credit card transaction to proceed.

Delivery - We will notify you at the time of ordering the expected time frame for shipment of any physical goods. Usually the same or following day. Unless it is a special order, any goods will not be charged to your credit card until ready for shipment