

sharpes
of
nottingham

POLICIES DOCUMENT

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SECTION 1.0

BONDED COACH HOLIDAYS (BCH) TRADING CHARTER (& BOOKING CONDITIONS)

1.1 FINANCIAL PROTECTION

Your contract is with Sharpes of Nottingham, Unit 6, Coach Gap Lane, Langar, Nottingham NG13 9HP. When you book a holiday with us, which doesn't include a flight, the money you pay us for the booking will be protected by the Bonded Coach Holidays (BCH), this is a Government approved consumer protection scheme. The scheme will also ensure your repatriation in the event the company becomes insolvent. Our Trading Charter and Booking Conditions set out clearly and simply the responsibility we have to you and in turn, you have with us, when a contract is made. Please see the BCH Consumer Guarantee at www.bch-uk.org. There is no financial protection if you purchase just transport or accommodation-only from us. We fully comply with the Package Travel and Linked Travel Arrangements Regulations 2018. The combination of travel services offered to you is a package holiday within the meaning of the Regulations. Therefore, you will benefit from all rights applying to package holidays. Sharpes of Nottingham will be fully responsible for the proper performance of the holiday and providing assistance if you are in difficulty. Your key rights will be in the details of the tour which will be provided prior to booking.

1.2 BOOKING AND PAYMENT

When a booking is made, the 'lead name' on the booking guarantees that he or she is 18 or over and has the authority and accepts on behalf of the party the terms of these booking conditions and pays the deposit indicated in the brochure and as confirmed in the pre-contract information. After we receive your booking and all appropriate payments, if the arrangements you wish to book are available, we will send you or your booking agent a confirmation invoice within 14 days. This confirmation will include any special requests we have agreed. All monies paid to your booking agent are held by them on your behalf until we issue our confirmation invoice, thereafter your booking agent holds the money on our behalf. A binding agreement will come into existence between us when we dispatch this invoice to the 'lead name' or your booking agent. Please check the confirmation carefully to ensure all the information is correct. This contract is governed by English Law, and the jurisdiction of the English Courts.

Single occupancy of rooms, when available, may be subject to a supplementary charge and these will be shown in the brochure. You can book by paying a deposit for each person named on the booking, but our commitment is always conditional upon the balance being paid as below;

Deposit £100.00 per person.

The balance of the price of your holiday must be paid at least 8 weeks before your departure. If you book within our balance due period, you will need to pay the total holiday cost at the time of booking. If the balance is not paid in time we reserve the right to cancel your holiday, retain your deposit, and apply the cancellation charges set out in the paragraph below. The date of cancellation will normally be the date we receive your written confirmation that you intend to cancel or 15 days after the balance due date, whichever comes first.

Where optional items are purchased as part of the holiday, these are payable on the balance due date except where items, such as theatre tickets, have been specifically purchased for you. In this case the cost will be payable at a separate date notified to you and will not normally be refunded unless we obtain a refund from the supplier we use.

1.3 BROCHURE ACCURACY

Although Sharpes of Nottingham make every effort to ensure the accuracy of the brochure information and pricing, regrettably errors do sometimes occur. You must therefore ensure you check the price and all other details of your holiday with us at the time of booking and when you receive our confirmation invoice.

1.4 OUR PRICING POLICY

Sharpes of Nottingham endeavour to ensure that the most up to date and correct prices are shown in our brochure. Occasionally, an incorrect price may be shown, due to an error. When we become aware of any such error, we will endeavour to notify you at the time of booking (if we are then aware of the mistake) or as soon as reasonably possible. We reserve the right to cancel the booking if you do not wish to accept the price which is applicable to the holiday. Local Authorities in many towns and cities throughout Europe have introduced new tourist taxes which must be paid directly to the hotel by all guests in person. These taxes are not included in our prices, but we will notify you when applicable.

Holiday prices include all travel, hotel accommodation and meals as specified in the holiday description and VAT payable in the UK where applicable. The price of the holiday will not be subjected to any surcharges except those arising from exchange rate changes, transportation including the price of fuel, air and ferry operator fares and tolls, embarkation or disembarkation fees at terminals, duties and taxes (including the rate of VAT). Even in these cases we will absorb the cost equivalent to cost of the first 2% of the holiday price. Amounts more than this plus £1 administration fee and Travel Agents commission will be surcharged to you. If this means the total cost of the holiday increases by more than 10% then you are entitled to cancel your holiday and receive a full refund of all monies paid except any insurance premium and amendment charges. We will communicate the options with you either through email or letter, with a reminder if necessary. If you exercise the right to cancel we must receive written notice within 20 days of the date of the surcharge invoice. The currency exchange rate used in the holiday costings are based on rates as at 2018.

1.5 IF YOU CHANGE YOUR BOOKING

If, after our confirmation has been issued, you wish to change to another of our holidays or change departure date, we will do our utmost to make the changes, but we cannot guarantee to do so. However, notification must be received in writing at our offices from the person who signed the booking form, at least 6 weeks before departures. This must be accompanied by a payment of £25 to cover our administrative costs, plus costs we incur in making the amendment. Alterations cannot be made within 2 weeks of departure and any such request for an alteration will be treated as a cancellation of the original booking and will be subject to the cancellation charges set out in the paragraph below. Some arrangements cannot be changed without paying a cancellation charge of up to 100% of the ticket cost.

1.6 TRANSFERRING YOUR BOOKING

You can transfer your booking to somebody else, but the person must satisfy all the conditions of the holiday and you must inform us either by letter or email no less than 14 days before departure. This transfer will cost £25 plus reasonable costs to make the transfer. You will remain responsible for ensuring payment before the balance due date. This is in addition to (and does not affect) the separate liability of the transferee to us.

1.7 IF YOU NEED TO CANCEL YOUR HOLIDAY

You or any member of your party, may cancel your holiday at any time provided the cancellation is made by the person signing the booking form and is communicated to us in writing via the office who made your original booking. You must pay cancellation charges to cover our administration costs and to compensate for the risk of us not reselling the holiday. If the holiday is resold a refund will be made. Your cancellation will take effect from the date on which we or our agent receive your written confirmation of your cancellation. You must also return any tickets or vouchers you have received. A reduction in room occupancy may increase the charges for the remaining passengers by the application of supplements for low occupancy of rooms. Where bought in supplies, such as ferries, hotel accommodation etc have been bought in on your behalf, and where the terms and conditions of the supplier are non-refundable, these products will be charged to you at the full retail rate. If this applies, the non-refundable items will be deducted from your holiday costs and the following scale of charges will be applied to the remainder:

COACH TOURS	
Scale of Cancellation Charges Period before departure within which written cancellation is required	Amount of cancellation charge shown as % of holiday price
More than 56 days	Deposit Only
55 - 49 days	30%
48 - 22 days	50%
21 - 8 days	70%
7 - 1 days	90%

You may cancel your holiday without paying any termination fee before the start of the holiday in the event of special circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.

1.8 ALTERATIONS TO YOUR HOLIDAY BY US

We hope that we will not have to make any change to your holiday but, because our holidays are planned many months in advance, we sometimes do need to make minor changes. We reserve the right to do this at any time. We will let you or your booking agent know about any important changes as soon as possible, including the minimum number of passengers required on the trip. If after booking, and before departure, we make a major change to your holiday, you will have the option of withdrawing from the holiday without penalty or transferring to another holiday without any

charge. In either case, we will pay you compensation, according to the scale set below. A major change includes the time of your departure or return time by more than 12 hours, a change in departure point, location of resort or type of hotel, a change in cross channel travel, or specification of the coach. If we tell you about any of these changes after we have confirmed your holiday booking (other than force majeure), you may either:

- accept the new arrangements offered by us; or
- accept a replacement holiday from us of equivalent or similar standard and price (at the date of the change), if we can offer you one; or
- cancel your holiday with us and receive a full refund of all monies

Either way, we will pay you compensation, using the Compensation table shown,

AMOUNT PER PERSON			
Compensation Scale Period	5 Days or More		Tours up to 5 Days
More than 42 days	Nil		Nil
25 to 41 days	£10	Nil	Nil
15 to 24 days	£15	£7	£7
8 to 14 days	£20	£10	£10
0 to 7 days	£25	£15	£15

IMPORTANT NOTE Compensation will not be payable if the holiday is cancelled because the number of persons booked is less than the number required, or for events beyond our control, which include: war, threat of war, riots, civil disturbances, terrorist activity and its consequences, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks and pandemics, unavoidable and unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers; hurricanes and other actual or potential severe weather conditions and any other similar events. You are also advised to check with The Foreign and Commonwealth Office Advice Unit regularly at www.fco.gov.uk/travel prior to travel.

All holidays operate if the minimum number of participants is met. However, in no case will we cancel your holiday less than 2 weeks before the scheduled departure date, except where you have failed to pay the final balance or because of force majeure (force majeure means an event which we or the suppliers of the services in question could not foresee or avoid and is therefore beyond our control).

1.9 OUR RESPONSIBILITY TO YOU

We accept responsibility for ensuring the holiday which you book with us is supplied as described in our publicity material and the services offered reach a reasonable standard and if you are in difficulty we will assist you. If any part of our holiday contract is not provided as promised, you may terminate the contract without paying a termination fee and we will pay you appropriate compensation if this has affected your enjoyment of your holiday. We will however, not be liable if there are any unforeseeable or unavoidable actions of a third party not connected with our travel services, or there were unavoidable or extraordinary circumstances, or the lack of conformity is due to a traveller in the party. We accept responsibility for the acts and/or omissions of our employees, agents and suppliers except where they lead to death, injury or illness. Our liability in all cases shall be limited to a maximum of twice the value of the original holiday cost (not including insurance premiums and amendment charges). We accept responsibility for death, injury, or illness caused by the negligent acts and/or omissions of our employees or agents together with our suppliers and sub-contractors, servants and/or agents of the same whilst acting within the scope of, or during their employment in the provision of your holiday. We will accordingly pay to our clients such damages as might have been awarded in such circumstances under English Law. In respect of carriage by air, sea, tunnel and rail and the provision of accommodation our liability in all cases will be limited in the manner provided by the relevant international convention.

If we make any payment to you or any member of your party for death or personal injury or illness, you will be asked to assign to us or our insurers the rights you may have to act against the person or organisation responsible for causing the death, personal injury or illness. This clause does not apply to any separate contracts that you may enter for excursions or activities during or outside of your holiday. If you or any member of your party suffer death, illness or injury whilst overseas arising out of an activity which does NOT form part of your holiday, we may offer guidance and where legal action is contemplated and you want our assistance, you must obtain our written consent prior to any proceedings (We limit the cost of our assistance to you or your party to £5,000 per party)

1.10 IF YOU HAVE A COMPLAINT

If you have a problem during your holiday, please inform your Tour Manager, your driver or the relevant supplier/resort representative immediately who will endeavour to put things right. If your complaint cannot be completely resolved locally, you must complete a Holiday Report Form which can be obtained by your driver or local representative, which you should keep. Our contact number, for unresolved complaints will be our office number on 0115 9894466 (open in office hours). If you remain dissatisfied please follow this up within 14 days of your return home by writing to Sharpes of Nottingham giving your original booking reference number and all other relevant information, including the reference of the Holiday Report Form. It is therefore a condition of this contract that you communicate any problem to the supplier of the services in question AND to our representative whilst in resort and obtain a written report form. If you fail to follow this simple procedure, we cannot accept responsibility as we have been deprived of the opportunity to investigate and rectify the problem. Should you wish to pursue the complaint further, the BCH/CPT have an Alternative Dispute Resolution scheme and full details are available from them.

Please contact them at The Confederation of Passenger Transport UK,
Fifth Floor South, Chancery House,
53 – 64 Chancery lane,
London WC2A 1 QS.

1.11 OUR COACHES

We will always use our reasonable endeavours to provide a coach to the specification in our brochure or advert but reserve the right to substitute an alternative vehicle should there be unforeseen circumstances. There is a seating plan but, in some cases, operational reasons may require a coach with a different configuration. We reserve the right to alter a coach seating plan and allocate seats other than those booked. Single passengers may be required to share a double seat with other single passengers. When your booking is confirmed, you will be offered the best seats that are available at that time. If you feel that you require two seats, then these must be booked and paid for in advance, at the time of booking. If you fail to do this and it transpires that the seat allocated to you is insufficient for your needs and there is no alternative seating available, then you will be refused access to the coach and any payments made will be liable to forfeiture.

Specific seats will not be allocated on coaches operating a feeder service between joining points and main holiday departure points or on coaches that carry out transfers between airports, seaports etc.

1.12 HOTEL FACILITIES

Some hotel facilities and entertainment may be withdrawn for routine maintenance or be subject to seasonal availability and provision of the facilities cannot be guaranteed. Single occupancy of rooms may be subject to a supplementary charge.

1.13 HEALTH AND SAFETY

In some foreign countries, standards of infrastructure, safety and hygiene may be lower than those to which we are accustomed in the UK. You should therefore exercise greater care for your own protection. There may be countries that we visit that have special medical requirements for tourists. These regulations are subject to change and our clients are responsible for complying with entry and current health requirements. If you are not sure of the health requirements for the country you are visiting, you are advised to check with your own GP before travelling. You are also advised to refer to the Department of Health leaflet "Health Advice for Travellers"

Some people may be at risk from discomfort or deep vein thrombosis (DVT) if they remain immobile on a journey for a long period. If you are planning to undertake a journey of more than three hours, you should consult your doctor, if you have ever had DVT, pulmonary embolism, a family history of clotting conditions, cancer or treatment for cancer, stroke, and heart or lung disease or if you have had major surgery in the past three months.

We reserve the right to refuse any booking in the absence of a doctor's certificate confirming that you are fit to travel. Where we provide comfort stops you are encouraged to walk around. Exercise reduces any discomfort, which may be caused by periods of immobility.

NO SMOKING is allowed on our coaches (including E-Cigarettes) and we do not allow pets or any other animals, although we accommodate registered assistance dogs, but not on overseas holidays.

1.14 TRAVEL DOCUMENTS, ITINERARIES, PICK-UP POINTS AND PASSPORTS

For all Continental holidays, you will require a full 10-year British Passport (machine readable) valid for a further six months after your holiday. If you do not hold a full British Passport or you have any doubts about your status as a resident British subject, you must check with the Embassies or Consulates of the Countries to be visited to confirm the Passport or visa requirements when you book. We cannot accept responsibility if passengers are not in possession of the correct travel documents. For full details on passport requirements, please contact 'the identity and passport service' on 0300 222 0000 (www.direct.gov.uk)"

You are responsible for ensuring you are at the correct departure point, at the correct time and with the correct documents. Sharpes of Nottingham reserve the right to modify itineraries to conform with requests from competent authorities both within the UK and abroad.

Excursions which are included in the cost of your booking are detailed on the brochure page and refunds will not be made for excursions not taken. Optional excursions booked and paid for in resort do not form part of your booking. Admission fees to buildings may not be included in the price of the holiday, please check.

1.15 SPECIAL REQUESTS

All special needs and requests should be entered on the booking form and be included in the confirmation of the holiday. These cannot be guaranteed except where confirmed as part of our holiday commitment to you and are detailed on your holiday booking confirmation. We are keen to ensure that we plan the arrangements for your holiday so that special needs and requests can be accommodated as far as possible. If you will need assistance or may be unable to fully enjoy all aspects of your holiday you must tell us in advance so that we can maximise your enjoyment of the holiday. We will need to know if you will need special facilities in the hotel, taking part in the excursions or have difficulty boarding and travelling on the coach or other means of transport. Before booking your holiday, you should be sure that you and your party are both physically and mentally capable of completing the itinerary. If you need advice or further information either you or your booking agent should contact Sharpes of Nottingham. If you will require a special diet please tell us at the time of booking, or as soon as you are medically advised, together with a copy of the diet.

1.16 PASSENGERS WITH DISABILITIES

We want everyone to enjoy our travel arrangements. We are happy to advise and assist you in choosing a suitable holiday but, as some of the accommodation and resorts featured may not cater for even minor disabilities, it is important that, when booking, you advise us of any disability, specific need or complex need you may have and any special requirements that will make sure the holiday is suitable. If a passenger requires personal assistance (for example, assistance with feeding, dressing, toileting, mobilising) then this passenger must travel with an able-bodied companion or carer and written confirmation that such assistance will be provided for the entirety of the holiday is required at the time of booking. Coach drivers/Tour Managers are unable to provide such assistance.

IMPORTANT NOTICE

You must tell us if you have an existing medical condition, disability or complex need that may affect your holiday or other group members' enjoyment of it before you book your holiday. We reserve the right to request a doctor's certificate confirming the passenger is fit to travel. If, in our reasonable opinion, your chosen holiday is not suitable for your medical condition or disability, we reserve the right to refuse your booking. You are responsible for bringing with you the proper clothing and equipment, which we advise you about in our printed trip information. We want you to enjoy your holiday and will help you select an appropriate trip.

1.17 PASSENGER BEHAVIOUR

We want all our customers to have a happy and carefree holiday. You are responsible for your behaviour and hygiene and the effect it may have on others. If you or any other member of your party is abusive, disruptive or behaves in a way that could cause damage or injury to others or affect their enjoyment of their holiday or which could damage property, we have the right to terminate your contract with us and we will have no further liability or obligation to you. The coach driver/representative, ship's captain, or authorised official is entitled to refuse you boarding if in their reasonable opinion you are unacceptably under the influence of drink or drugs or you are being violent or disruptive. If you are refused boarding on the outward journey, we will regard it as a cancellation by you and we will apply cancellation charges. If on your return journey, we have the right to terminate the contract with you. We also request that mobile telephones are not used on the coach.

1.18 TRAVEL INSURANCE

We strongly advise that you take out personal travel insurance for the trip. The insurance should cover medical and repatriation costs, personal injury, loss of baggage and cancellation charges. If you do not have adequate insurance and require our assistance during your holiday, we reserve the right to reclaim from you any medical repatriation or other expenses which we may incur on your behalf which would otherwise have been met by insurers. You must advise us of your insurer, the policy number and 24 hour contact number.

1.19 LUGGAGE

Please restrict your luggage to a suitcase weighing no more than 20kgs per person. We cannot accept responsibility for loss or damage to luggage unless through our negligence. Please do not leave valuable items in your suitcase when left on the coach. Please contact us for our policy on mobility scooters.

1.20 GENERAL DATA PROTECTION REGULATIONS (GDPR)

We comply with the GDPR 2018 Regulations, our data controller is Russell Sharpe and our data protection policy can be found at www.sharpesofnottingham.com or you can request a copy from Sharpes of Nottingham, Unit 6, Coach Gap Lane, Langar, Nottingham NG13 9HP

1.21 EMERGENCY CONTACT

Our emergency contact details are Tel: 0115 9894466 (Out of Hours use option 2) Email: enquiries@sharpesofnottingham.com

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SECTION 2.0

OUR PRIVACY POLICY

2.1 INTRODUCTION

Sharpes of Nottingham is committed to respecting and protecting our customers' privacy. This policy applies where we are acting as a data controller with respect to your personal data, in other words, we determine how we use your personal data.

Please read this policy carefully to understand our views and practices regarding your personal data and how we will treat it.

2.2 HOW WE USE YOUR PERSONAL DATA

In this section we outline how we may process your personal data. All personal data we process falls into one or more of the following categories:

- Booking data
- Date of birth data
- Photograph data
- Transaction data
- Financial data
- Communication data
- Enquiry data
- CCTV data

We may process your booking data ("**Booking data**"). The booking data may include your name, address, telephone number and email address. The booking data will be processed for the purposes of confirming all your travel arrangements.

We may process your date of birth ("**date of birth data**"). Your date of birth will be processed for the purposes of confirming you age and school year group, for your school seat reservation & travel card applications.

We may process your photograph data ("**photograph data**"). Your photograph will be processed for the purposes school travel card applications only.

We may process your transaction data ("**transaction data**"). The transaction data may include your name, address, telephone number, and email address. It may be processed for the purposes of Sharpes of Nottingham suppliers, supplying the purchased bus/coach travel, Excursion Tour, or Holiday and keeping proper records of those transactions.

We may process financial information ("**financial data**") you share with us. The financial data may include your encrypted card details, name and address. The financial data may be processed for the purposes of Sharpes of Nottingham suppliers & processing your travel arrangement payments.

We may process information that you provide to us for the purpose of subscribing to our direct marketing communications ("**communication data**"). The communication data may include your name, address, postal address, phone number or marketing preferences (update them here: enquiries@sharpesofnottingham.com). This communication data may be processed for the purposes of contacting you concerning forthcoming brochure launches.

We may process information contained in any enquiry you submit to us regarding bus/coach travel, Excursions Tours, Holidays ("**enquiry data**"). This enquiry data may be processed for the purposes of providing booking confirmations or resolving issues with you.

Please be aware that CCTV ("**CCTV data**"). is in operation in our buses, coaches, head office and depot.

We may process any of your personal data identified in this policy where necessary for the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure. The legal basis for this processing is our legitimate interests, namely the protection and assertion of our legal rights, your legal rights and the legal rights of others.

Please do not supply any other person's personal data to us, unless we prompt you to do so. If you do share your friends' details with us, please ensure you have their authorisation.

2.3 PROVIDING YOUR PERSONAL DATA TO OTHERS

We do not, and will not, sell any of your personal data to any third party – including your name, address, email address or credit card information. We want to earn and maintain your trust, and we believe this is absolutely essential in order to do that.

However, we may disclose your personal data with the following categories of companies as an essential part of being able to provide our services to you, as set out in this policy:

- To hotel companies that provide your accommodation whilst on one of our Packaged Tour, Excursions, or Holidays.
- To ferry /cruise ship companies that provide your accommodation whilst on one of our Packaged Tour, Excursions, or Holidays
- To air plane companies that provide your flight arrangements whilst on one of our Packaged Tour, Excursions, or Holidays
- To deliver exciting news and offers to you we will use postal printing and mailing, as well as email service providers
- We will share transaction data with our payment service providers only to the extent necessary for the purposes of processing your payments, refunding such payments and dealing with complaints and queries relating to such payments and refunds.

In addition to the specific disclosures of personal data set out in this Section 3, we may disclose your personal data with law enforcement and fraud prevention agencies, so we can help tackle fraud or where such disclosure is necessary for compliance with a legal obligation to which we are subject, in order to protect your vital interests or the vital interests of another natural person, or in connection with the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative out-of-court procedure.

2.4 HOW LONG WE RETAIN YOUR DATA

Personal data that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.

Whilst you are an active customer (which, for the avoidance of doubt, means you have purchased from us) we will retain your data for as long as needed to give you the best possible customer service. We will anonymise your personal data 2 years after your last transaction (sale, or refund) provided you have not interacted with us within the 2year period.

2.5 YOUR RIGHTS

You have a number of rights in respect to your personal data. We have summarised the rights that you have under data protection law. Some of the rights are complex, and not all of the details have been included in our summaries. Accordingly, you should read the relevant laws and guidance from the regulatory authorities for a full explanation of these rights. You may exercise any of your rights in relation to your personal data by either;

(a) emailing us on enquiries@sharpesofnottingham.com

(b) calling our head office on +44 (0) 115 989 4466.

A. RIGHT OF ACCESS (ARTICLE 15)

You have the right to confirmation as to whether or not we process your personal data and, where we do, access to the personal data. Providing the rights and freedoms of others are not affected, we will supply to you a copy of your personal data. The first copy will be provided free of charge. In order to fulfil this right, we will ask for government registered ID to confirm your identity and, once this is received, will respond with the relevant information one calendar month from the date of your request.

B. RIGHT TO RECTIFICATION (ARTICLE 16)

You have the right to have any inaccurate personal data about you rectified and, taking into account the purposes of the processing, to have any incomplete personal data about you completed.

C. RIGHT TO ERASURE (ARTICLE 17)

In certain circumstances you have the right to the erasure of your personal data without undue delay. However, there are exclusions of the right to erasure, such as where processing is necessary for exercising the right of freedom of expression and information, for compliance with a legal obligation, or for the establishment, exercise or defence of legal claims. If you have entered into a transaction with

us, we will keep a record of your personal data for 2 years following the date of your last booking with us. We will endeavour to respond to your request within one month, but if your request is complex or we receive a number of similar requests at the same time, it might take us longer, in which case we will inform you within one month of the receipt of the request and explain why we think an extension is necessary.

D. RIGHT TO RESTRICTION ON PROCESSING (ARTICLE 18)

In some circumstances you have the right to restrict the processing of your personal data. Those circumstances are:

- (a) you contest the accuracy of the personal data,
- (b) processing is unlawful but you oppose erasure,
- (c) we no longer need the personal data for the purposes of our processing, but you require personal data for the establishment, exercise or defence of legal claims.
- (d) you have objected to processing, pending the verification of that objection.

Where processing has been restricted on this basis, we may continue to store your personal data. However, we will only otherwise process it:

- (a) with your consent,
- (b) for the establishment, exercise or defence of legal claims,
- (c) for the protection of the rights of another natural or legal person, or
- (d) for reasons of important public interest.

E. RIGHT TO OBJECTION TO PROCESSING (ARTICLE 21)

You have the right to object to our processing of your personal data on grounds relating to your particular situation, but only to the extent that the legal basis for the processing is that the processing is necessary for:

- (a) the performance of a task carried out in the public interest or in the exercise of any official authority vested in us;
- or (b) the purposes of the legitimate interests pursued by us or by a third party.

If you make such an objection, we will cease to process the personal information unless

- (a) we can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms,
- or (b) the processing is for the establishment, exercise or defence of legal claims.

You also have the right to object to our processing of your personal data for scientific or historical research purposes or statistical purposes on grounds relating to your particular situation, unless the processing is necessary for the performance of a task carried out for reasons of public interest.

G. RIGHT TO STOP MARKETING MESSAGES

At any time you can amend your marketing preferences to reduce, remove or increase the amount we contact you with direct marketing communications. You can do this by accessing your account here: enquiries@sharpesofnottingham.com

H. RIGHT TO WITHDRAW CONSENT (ARTICLE 7)

To the extent that the legal basis for our processing of your personal information is consent, you have the right to withdraw that consent at any time.

I. RIGHT TO COMPLAIN

In the event that you wish to make a complaint about how we process your personal data, please contact us in the first instance at enquiries@sharpesofnottingham.com and we will endeavour to deal with your request as soon as possible.

2.6 AMENDMENTS

We may update this policy from time to time by publishing a new version on our website. You should check this page occasionally to ensure you are happy with any changes to this policy.

2.7 DATA PROTECTION OFFICER

As a company we do not have a data protection officer, but we do have a team trained to help with any data protection query. If you have any concerns or questions about how we protect your privacy, please contact us at enquiries@sharpesofnottingham.com

SECTION 3.0

PASSENGERS CODE OF CONDUCT

The 1981 Public Passenger Vehicles Act 1981 S24 and S25 regulates the conduct for drivers, conductors, inspectors and passengers.

A passenger on a public service vehicle

- 3.1 All exits only to be used when instructed by the driver or in an emergency only
- 3.2 Must pay attention when getting off the coach – especially overseas, reminder of city traffic and often door open onto road.
- 3.3 Must not trail or throw anything from or inside the vehicle.
- 3.4 Must not smoke, vape, carry lighted tobacco, lighted match or lighted cigarette lighter.
- 3.5 Must not cause distraction by speaking to the driver while the vehicle is moving, unless in emergency or to deal with matters of safety or to give directions in respect of stopping the vehicle.
- 3.6 Must not distract the driver or obstruct his vision.
- 3.7 Must not give a signal which the driver may believe to be a signal to stop in emergency or signal to start the vehicle.
- 3.8 Must not travel in any other section of the vehicle, other than the cabin area and must remain seated at all time.
- 3.9 Must not deliberately interfere with the vehicles safety equipment
- 3.10 Must wear a seat belt where fitted, as instructed by the driver for the duration of the journey, unless whilst making use of any on board toilet facilities, failure to do so can result in an on-the-spot fine of up to 135 Euros per person. In the case of groups with participants under 18 years of age, the responsibility to ensure seat belts are worn falls on the supervisory adult(s) accompanying the group, any non compliance will result in the supervisory adult(s) being fined.
- 3.11 At all times, remain seated in the forward position with feet on the floor, this includes refraining from sitting on armrests.
- 3.12 Magazine nets not to be overloaded with drinks / other bulky items i.e. for magazines only.
- 3.13 Use of cameras / video cameras on board the vehicle is prohibited, especially those fitted with a flash facility. Their use encourages passengers to get out of their seats to take photos / footage and obviously causes glare on screens internally which can affect the driver(s) and other passing motorist's vision.
- 3.14 Must not use the crew seat on the vehicle
- 3.15 Consume chewing gum or hot foods on board
- 3.16 In the case of groups with participants under 18 years of age, a supervisory adult(s) should be seated near all emergency exits, on our double deckers this includes seats near to stairs
- 3.17 Safe storage of luggage keeping aisles, exits and stairs clear at all times
- 3.18 The toilet should be used in case of emergencies only, suitable rest stops will be made en-route
- 3.19 No litter to be dropped on the floors and should use rubbish bags provided
- 3.20 Use walkways at all ports

SECTION 4.0

CONDITIONS OF HIRE

4.1 APPLICATION

These conditions apply whether or not a contract of carriage has been entered into as a result of a quotation being offered and accepted or whether a contract has been made verbally or in writing.

The hirer acts on behalf of all the passengers travelling on the vehicles. If the hirer is a Company, group, or partnership, an individual must be named as a responsible person. The hirer is responsible for the actions and decisions of all the passengers on board including any additional costs incurred in performing the contract, whether or not they actually travel with the party.

If the hirer is not going to travel with the party, a representative must be chosen, and the Company informed prior to the hire taking place. The Company will only accept instructions from the hirer or their nominated representative.

Where a copy of these conditions has been given to the hirer at any time, or the hirer has been advised verbally of all significant terms, making a booking will be deemed to signify acceptance of them. Where a hirer makes a booking before receiving these conditions and without being advised verbally of all significant terms, the hirer may cancel the contract without liability to the operator within 48 hours of receiving these conditions. Otherwise, the hirer will be deemed to accept these conditions.

4.2 QUOTATION

Quotations are made subject to a vehicle suiting the hirer's requirements being available at the time of acceptance and on the basis of the direct route, and on information provided by the hirer. The route used will be at the discretion of the Company unless it has been particularly specified by the hirer, in which case it will be clearly shown on the confirmation.

All Quotations are based on costs prevailing at the time and in accordance with details provided by the hirer. Unless otherwise stated admission charges, meals, accommodation and parking charges for special events are not included in the quoted price.

All Quotations are valid for 28days unless otherwise notified.

4.3 USE OF VEHICLES

Unless confirmed in writing by the operator the vehicle should not be assumed to remain at any point between the outward and return journeys, nor to remain available for the hirer's incidental use when parked at such points.

4.4 ROUTE AND TIME VARIATION

The Company reserves the right to levy additional charges for additional mileage or time to that agreed. The vehicle will depart at times agreed by the hirer and it is the responsibility of the hirer to account for all passengers at those times. The Company will not accept liability for any losses incurred by passengers who fail to follow instructions given by the hirer.

4.5 DRIVER'S HOURS AND REST PERIODS

The hours of operation for the driver are regulated by law and the hirer accepts the responsibility (other than in the case of serious emergency or diversions) of ensuring the hire keeps to the hours and times agreed by the operator. Neither the hirer nor any passenger shall delay or otherwise interrupt the journey in such a way that the driver is at risk of breaching regulations relating to driving hours and duty time. If any breach is likely to occur the hirer will be responsible for any additional costs incurred unless it is outside the control of the hirer. The calculation of any additional costs will be as in condition 4.4

The operator reserves the right to curtail or otherwise alter any hire which does not comply with the relevant regulations.

4.6 SEATING CAPACITY

The Operator will, at the time of booking, agree and specify the legal seating capacity of the vehicle to be supplied. The hirer must not load any vehicle beyond the number of passengers which it is legally permitted to carry.

4.7 CONVEYANCE OF ANIMALS

On a private hire no animal (except guide dogs) may be carried without prior written agreement from the operator

4.8 CONFIRMATION

Normally written confirmation by the operator is the only basis for the acceptance of a hiring or for a subsequent alteration to its terms.

4.9 PAYMENT

Any requested deposit must be paid on booking and the balance payment must be made in full 30 days prior to departure. The operator reserves the right to add interest at the rate of 10% per annum above the base rate of HSBC Bank, calculated on a daily basis, from the date by which payment should have been made.

4.10 CANCELLATION BY HIRER

In the event of cancellation by the hirer the operator reserves the right to retain any deposit. The hirer shall be liable to the operator for any losses incurred by the operator as a result of the cancellation, or part cancellation, but not exceeding the full cost of the hiring. In the event of a cancellation, this must be made in writing, and the following scale of charges will apply:

NOTICE PERIOD GIVEN	CHARGE	
	Single vehicle	More than one vehicle
10 working days or more	None	50% of hire
6-9 working days	40% of hire	75% of hire
3-5 working days	75% of hire	85% of hire
1-2 working days	95% of hire	95% of hire
Day of hire before arrival of coach at departure point	Minimum 95% of hire	Minimum 100% of hire
At or after arrival of coach at departure point	100% of hire	100% of hire

The cost of accommodation, meals, and third-party tickets which have already been purchased by the Operator at the request of the hirer, will be charged to the hirer, plus any administration charges incurred by the Operator.

Cancellation due to inclement weather conditions will be charged as above.

CPT Compliance Manual: Chapter 9, Coaching Sector (Private Hire), available on request.

Any third-party tickets* once purchased are not returnable and must be paid in full (*or other such ancillary service).

4.11 CANCELLATION BY THE OPERATOR

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

4.12 ROUTE AND TIME VARIATIONS

Should a vehicle be detained by the hirer or taken on a longer journey than that contracted for the operator reserves the right to make an additional charge commensurate with the costs incurred. During the hiring the driver is the sole judge of the reasonableness of any request for a change of route or time. In any event the vehicle ;

- (a) will depart at the times agreed with the hirer and the operator will not be liable for any loss or injury sustained by any passenger who fails to join a vehicle at the appointed time.

4.13 SUBSTITUTIONS

The operator reserves the right to provide a larger vehicle than specified at no additional charge, if extra seats are used, then an additional charge will be made pro rata to the hire charge. The operator reserves 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 at least equivalent quality.

4.14 DELAYS AND BREAKDOWN

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

4.15 AGENCY ARRANGEMENTS

Where the Operator hires in vehicles from other operators at the request of the hirer and where the Operator arranges ancillary facilities such as meals, accommodation, ferries, admission tickets or any other services provided by another supplier, it does so as agent for and on behalf of the hirer. Any terms and conditions imposed by such other suppliers through the Operator shall, insofar as they are supplied to the hirer, be binding on the hirer as if he had directly contracted such services and the hirer shall indemnify the Operator against any loss, claim, damage or award in respect of a breach of such supplier's terms and conditions brought about by the hirer's action.

4.16 PASSENGERS PROPERTY

The driver is the sole arbiter as the carriage of passenger's luggage and its storage. The operator will not accept liability for any damage to or loss of any property left on a vehicle by a passenger. The hirer accepts that the driver shall be the sole judge as to whether and to what extent passengers' property is carried. Large bulky items may not be able to be carried, and the hirer should take all steps to notify the Company in advance of such requirements

The hirer should notify the Company or the driver if items of exceptional value are to be carried on the vehicle. It is the hirer's responsibility to minimise risk of loss when property is left unattended.

The Company's liability for loss and damage to property, however caused, is limited to £500 per bag, case or package with an overall limit of £1000 (overall claim value) maximum per passenger. It is the responsibility of the hirer to ensure that items over this value are insured separately for loss and damage.

The limits in this section do not apply to personal injury claims.

All articles of lost property recovered from the vehicle will be held at the Company's premises where the vehicle is based and will be subject to the current Public Service Vehicle (Lost Property) Regulations. The Company's lost property policy is contained within Section 7.0 of this Document.

4.17 CONDUCT OF PASSENGERS

The driver is responsible for the safety of the vehicle at all times and as such may remove any passenger whose behaviour prejudices safety or is in breach of the Public Service Vehicle (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations. These regulations set out certain rights and responsibilities on all parties and full details of these can be obtained from the Company on request. The hirer is responsible for any damage caused to the vehicle by any passenger for the duration of the hire.

Where the hire is to a sporting event, the hirer should be aware of the legal requirements relating to alcohol contained in the Sporting Events (Control of Alcohol) Act 1985, (as amended) and the conditions of entry to race courses as laid down by the Race Course Association Ltd.

4.18 REFRESHMENT AND ALCOHOLIC DRINKS

The Company will provide details of these restrictions on request. Alcohol – Passengers are not permitted to carry alcohol for consumption on the operator's vehicle. By agreement between the operator and the hirer, the operator's appointed staff may serve alcohol to passengers where a license has been obtained for that purpose.

Please note:

It is an offence for alcohol to be carried on a public service vehicle used for the purpose of carrying passenger for the whole or part of a journey to or from a sporting event in the United Kingdom. The operator, the hirer and their agents are liable to prosecution if they knowingly carry or permit alcohol to be carried. Heavy penalties may be imposed which can include a prison sentence.

4.19 NO SMOKING

Smoking or Vaping is not permitted on the operator's vehicle(s) at any time.

4.20 COMPLAINTS

In the event of a 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 date of the hire. The Company will acknowledge all complaints within 14 days and will normally reply fully within 28 days.

4.21 NOTICES

No bill poster or notice is to be displayed on any vehicle without the consent of the operator.

4.22 SURCHARGES

When more than 28 days elapses between the hire being booked and its execution the operator reserves the right to pass on any increases in the cost of fuel, taxes imposed by the Governments of the UK and of other countries to be visited during the journey, road tolls, and foreign currency.

No surcharges will be levied within 30 days of departure.

On notification of such surcharges the hirer may cancel the booking subject to the scale of cancellation charges shown in section 4.10. The liability of the Company will be limited to the cost of the hire and any ancillary services supplied.

4.23 ENGLISH LAW

This contract is governed by English Law.

SECTION 5.0

DISCLOSURE BARRING SERVICE CHECKS

At Sharpes of Nottingham we have all Staff full or part-time DBS (Disclosure Barring Service) Checked.

What Does This Mean...

It means that all our staff have completed a DBS check - otherwise known as a disclosure Barring Service - this is a report into their background that any employer or employee can request if they are advertising or applying for a position working with children, the elderly or the vulnerable.

A DBS check will indicate if the applicant has been the subject of any criminal proceedings, which may have resulted in a criminal record, and the result of any criminal offence carried out against the aforementioned groups.

All our staff have received a clear enhanced DBS check, for Nottingham County Council. Therefore, you can be assured that the professional driver you hire with your coach is suitable to be working alongside children or vulnerable adults.

What is an Enhanced DBS?

An enhanced DBS check is suitable for people working with children or adults in certain circumstances such as those in receipt of healthcare or personal care. An enhanced check is also suitable for a small number of other roles such as taxi licence applications or people working in the Gambling Commission.

The certificate will contain the same details as a standard certificate and, if the role is eligible, an employer can request that one or both of the DBS barred lists are checked.

The certificate may also contain non-conviction information supplied by a Chief Officer, if they feel it is relevant and ought to be contained in the certificate.

Barring

Where requested, an enhanced certificate will also include a check of one or both of the DBS barred lists. If an individual is listed, this will appear on their DBS certificate.

It is our responsibility at the DBS to maintain these lists. This area of our work involves making fair, consistent and thorough decisions that are appropriate to the behaviour that has occurred, and considering the risk of future harm.

People are brought to the attention of our barring team in one of three ways:

- automatic barring offence – also known as autobar
- disclosure
- referral

Disclosure

This is when someone applies for an enhanced DBS check to work with children or adults in certain circumstances, such as those in receipt of healthcare or personal care, and the check reveals relevant information that results in the individual being considered for inclusion on one or both of the barred lists.

SECTION 6.0

PASSENGER SAFETY RISK ASSESSMENTS

RISK ASSESSMENTS – Passenger Safety

RATING EXPLANATION

The Ratings used for the purposes of the Risk Assessments recorded in this document are explained on *each* actual assessment sheet in Section 6.0

Each individual Rating was arrived at with the assistance of the individuals helping our Health & Safety Consultant who led and conducted the risk assessment exercises.

Risk Assessments Rating can also be represented in a graph as follows:

SEVERITY (S)		1	2	3	4
F R E Q U E N C Y (F)	1	1	2	3	4
	2	2	4	6	8
	3	3	6	9	12
	4	4	8	12	16
	5	5	10	15	20

A phenomenon of the rating process is that Low risks can, on occasion, still merit sometimes significant remedial measures, whereas situations can also arise where Normal (Medium) or High risks do not attract any suggestions for improvement.

here the balance appears obviously skewed an explanation will be presented (as indicated in Ink Colour Code earlier), but attention to suggestions for improvement in already 'low risk' cases should not be ignored because of what may be a scoring 'accident', such suggestions will still represent either best practice or legal requirement and are tendered for the benefit of the Company.

Probability Rating (P) with Guide

- 1 = Improbable (hardly if ever)
- 2 = Remote (< annually)
- 3 = Possible (annually)
- 4 = Probable (monthly)
- 5 = Likely (weekly)

Severity Rating (S) with Guide

- 1 = First Aid Injury
- 2 = Minor injury (say 3 days off work)
- 3 = Major injury
- 4 = Permanent incapacity or death

Risk Rating (RR) = Probability x Severity

1 - 6	Low, Acceptable risk. Any remedial measures helpful rather than essential
8	Normal risk. Implementation of additional practical remedial measures identified is strongly advised where this would result in a reduction of risk
9 - 16	High risk. Implementation of additional practical remedial measures is urgent and essential
20	Unacceptable risk. Termination of activity is recommended pending full review

SHARPES of NOTTINGHAM

RISK ASSESSMENT WORKSHEET No 115

Area of Activity: On the Road

Date: January 2018

Completed by: Passenger Safety 15 – as affected by the Journey

Review Date: January 2019 or earlier if necessary

Persons at Risk All Passengers

Completed by: JP Crook, Consultant with the assistance of Sharpes Team

Hazard Description	Current Controls	Risk Rating on current controls			Further remedial work required to improve Risk	Action By	Completion Date	Risk Rating on enhanced controls		
		P	S	RR				P	S	RR
Passenger Injury										
Breakdown	<ul style="list-style-type: none"> Recorded vehicle servicing by competent persons. Recorded inspection by driver before accepting vehicle Daily recorded inspection before use by driver Defect reporting system & action by manager Experienced drivers Drivers have mobile phones to call for help Written procedure and drivers pack issued 	2	3	6	Independent inspection of each vehicle for safety with written report at least annually. Managers to action as appropriate and record			1	3	3
Collision	<ul style="list-style-type: none"> Experienced drivers Seat belts fitted and passengers asked to use them Drivers have mobile phones to call for help Written procedure and drivers pack issued Speed and driving is monitored by managers Discipline system for unsafe driving 	3	4	12	Monitor location and movement with tracking system. Include automatic alarm via internet to office and selected mobile phones out of hours			2	4	8
Slip, Trip, Fall, Falling baggage	<ul style="list-style-type: none"> Gangways kept clear inside vehicles Baggage in hold under seats; small bags only inside Passengers asked to report spills; driver to stop when safe & clean up with spill kit provided Vehicle cleaned at depot after each day 	4	3	12	Daily pre-use inspection sheet to include cleanliness of interior, including toilets, fluid levels, etc			3	3	9
Disagreement	<ul style="list-style-type: none"> Drivers trained to defuse tensions and calm passengers and DBS checked Drivers to report all incidents immediately before and after action taken Written procedure and drivers trained 	3	4	12	Any passenger who creates a problem and will not behave should be left at the next safe place, eg service station. Managers to respond urgently if follow up report is not received			2	4	8

Probability Rating (P) with Guide

- = Improbable (hardly if ever)
- = Remote (< annually)
- = Possible (annually)
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SHARPES of NOTTINGHAM

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Date: January 2018

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Review Date: January 2019 or earlier if necessary

Persons at Risk All Passengers

Completed by: JP Crook, Consultant with the assistance of Sharpes Team

Hazard Description	Current Controls	Risk Rating on current controls			Further remedial work required to improve Risk	Action By	Completion Date	Risk Rating on enhanced controls		
		P	S	RR				P	S	RR
Baggage handling	<ul style="list-style-type: none"> Driver is required to load all bags into hold Manual Handling training. Max bag weight specified and enforced 	5	3	15	Include back injury in medical records. Work with suppliers to develop loading system for holds			3	3	9
Inclement Weather	<ul style="list-style-type: none"> Experienced drivers Conditions assessment recorded by weather forecast, by managers and consult each driver Drivers can abort journey & return /stop at safe place. Appropriate equipment and support provided (e.g. snow chains, mobile phones, etc.) Measures include re-scheduling etc. as appropriate 	4	4	16	Drivers pack to include snow chains, mobile phone charger, Hi-vis vests for driver and say 10 passengers, torches, tow rope, foil survival blankets, warning triangle, etc as required by local law as a minimum			3	4	12
Driver Illness	<ul style="list-style-type: none"> Medical screening in recruitment Health surveillance at least annually for all drivers Health declaration by drivers monthly including all medication with spot checks & drug & alcohol tests Drivers checked visually at start of each day before they can take a vehicle 	4	4	16	Managers to restrict driving to drivers who are fit and safe to drive passengers. If no fit drivers are available, the journey must be cancelled. Beware ageing population and working beyond 65			3	4	12
Passenger illness	<ul style="list-style-type: none"> Passengers told to report any illness to the driver Driver to report any illness to the office who will arrange suitable treatment (perhaps divert journey) Driver to call 999 and follow advice provided as necessary 	2	4	8	Establish and maintain contact details and opening times for emergency treatment sites near each journey and arrange if needed			1	4	4

Probability Rating (P) with Guide

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- 9 - 16 High risk. Implementation of additional practical remedial measures is urgent and essential.
- 20 Unacceptable risk. Termination of activity is recommended pending full review.

SECTION 7.0

LOST PROPERTY

What to do if you lost something?

You should report it to us as soon as you realise you have left an item(s) on the Coach or bus. Contact us at our Head Office on 0115 9894466 or email us at enquiries@sharpesofnottingham.com , in doing so please confirm the following ;

- Name
- Address
- Contact Details
- Description of the Item Lost
- Destination of the Journey Taken

PUBLIC SERVICE VEHICLES (LOST PROPERTY) REGULATIONS 1978

Lost property is dealt with in accordance with the Public Service Vehicles (Lost Property) Regulations 1978, as amended by the PSV (Lost Property) (Amendment) Regulations 1981 and the Public Service Vehicles (Lost Property) (Amendment) Regulations 1995 made by the Secretary of State for Transport.

Any person who finds property accidentally left in a vehicle should immediately hand it in the state in which he/she found it to the driver who shall deal with it in accordance with the regulations. If, before such property has been handed to us, it is claimed by a person who satisfies the driver that he/she is the owner of the property, it shall be returned to that person without charge, on giving his/her name and address to the driver, who shall report the facts and give the claimant's name and address and a description of the property to us.

Property left in buses, if found by or handed to the driver, will be taken charge of by the driver and handed to us. Application for its recovery should be made to our head office (Tel. 0115 9894466 or email us at enquiries@sharpesofnottingham.com). Under normal circumstances you will need to collect the lost property from the Sharpes of Nottingham Head Office at which the lost property is being stored. A standard charge of £2 per items applies for the collection of lost property, which will be given to a charity of our choice.

Sharpes of Nottingham

Coach Gap Lane,

Langar,

Nottingham,

NG13 9HP

SEARCH OF VEHICLES FOR LOST PROPERTY AND DELIVERY TO OPERATOR

Immediately before, or on, the termination of any journey of a vehicle, the driver of the vehicle shall search the vehicle so far as practicable for any property accidentally left in the vehicle.

The driver of a vehicle to whom any property is handed, in accordance with the Regulations above, or who himself finds any property in a vehicle shall, as soon as possible and in any case within 24 hours, deliver the property for safe custody in the state in which it came into his possession to the Sharpes of Nottingham Administration Staff.

EXAMINATION OF PROPERTY

Where any property is contained in a package, bag or other receptacle Sharpes of Nottingham may cause such receptacle to be opened and the contents examined, or require any claimant to open it and submit it and its contents for examination, if the Sharpes of Nottingham deems it necessary for the purpose ;

- (a) of identifying and tracing the owner of the property, or
- (b) of ascertaining the nature of the contents or valuing the property.

DISPOSAL OF PROPERTY

If any such property in the custody of Sharpes of Nottingham is not claimed within three months of the date when it was delivered in pursuance of the 1934 Regulations or these Regulations, and proved to the satisfaction of the Sharpes of Nottingham to be owned by the claimant, or if the claimant shall refuse or neglect to pay Sharpes of Nottingham the administration charge, then Sharpes of Nottingham has the right (save in the case of money) without undue delay, to sell the property ;

- (a) any lost property should be retained by the operator for a period no longer than three months.
- (b) any official documents which it has not been practicable to return to the appropriate body or person in accordance with provisions (a) of Regulation 7, and any other documents which have not been claimed by a person entitled, in accordance with these Regulations, to their return within the period of three months specified above, shall be dealt with or disposed of in such manner as Sharpes of Nottingham deem appropriate.

Our representatives of Sharpes of Nottingham are empowered to open packages, bags or other containers to either identify the owner or ascertain the value. Any property which is, or which becomes, objectionable may be destroyed or disposed of at any time at the discretion of Sharpes of Nottingham.

PERISHABLE PROPERTY

Notwithstanding the foregoing provisions of these Regulations, if any property held by an operator or one of its representative under these Regulations appears to be of a perishable nature, and if, within 48 hours from the time when it was found, it has not been claimed, then the property will be destroy or otherwise dispose of as Sharpes of Nottingham sees fit.

COST OF PACKING AND CARRIAGE

Where any property is to be forwarded to a claimant by the operator, all costs of packaging and carriage reasonably incurred shall be paid in advance by the claimant to the operator.