

# Post Road Stages, Inc.

## Terms & Conditions

### CHARTER

**DEPOSITS:** A deposit of **\$100.00 per bus** per day is required no later than 10 days after the reservation is made.

**FULL PAYMENT:** For each chartered bus, **final payment is due** at least 10 days prior to departure date. When writing a check, please indicate the date of departure and the Charter ID number on the check. Post Road Stages accepts MasterCard, Visa, Discover, and American Express for all deposits and final payments.

**CANCELLATION:** All cancellations must be made over the phone with a member of our charter department. There is **no cancellation fee** if the charter is cancelled more than 10 days prior to departure date. A full refund of the deposit will be given to such clients pending a review of the client's account balance. A **\$100.00 cancellation fee** will be charged to all clients who cancel a charter 10 days or less from the departure date. For charters canceled 48 hours or less from departure date, **full payment is required**.

**RESCHEDULING:** Requests for a change of date will be accommodated subject to availability and payment terms here in. If you reschedule more than 10 days prior to your trip date, there is **no change fee** as long as you are compliant with our deposit and payment policies. Dates will not be rescheduled if any of these policies were not followed. If you reschedule less than 10 days prior to your trip date there may be a **change of date fee charge of \$50.00**.

*Weather related date changes:* If you must reschedule your trip due to severe winter weather conditions, you must do so at least 6 hours prior to your departure time. If less than 6 hours' notice is given, a **\$100.00 cancellation fee** will apply whether you reschedule the trip or not. If the trip is canceled while the bus is in route, full payment is still required.

**FUEL SURCHARGE:** All prices quoted are subject to change due to influx in the price of diesel fuel. Should the price of diesel fuel increase by more than 20% between the date of order/confirmation and the date of the charter, the company may increase the price of the trip by an amount equal to the increase in diesel fuel.

**ADDITIONAL CHARGES:** Any changes to a charter on the day of, or during, that result in additional mileage and/or additional time will result in additional costs. All requests for additional service made by the chartering party must be approved by a member of our Charter Department. The company will notify the chartering party of the additional charges on the next business day, at which time full payment is due.

**MULTI-DAY TRIPS:** A complete itinerary, including addresses, is required for all multi-day trips. A final copy of the itinerary is due 10 days prior to departure. Quoted prices are subject to change based on the final itinerary. Chartering group is responsible for getting the driver's room. Each driver must have a separate room. All hotels must be able to accommodate a bus in their parking lot (45' length).

**ARRIVAL TIME:** All drivers will do their best to arrive 15 minutes prior to departure time(s) to load passengers and luggage. Due to factors beyond our control (weather, traffic, road conditions, etc.) this cannot be guaranteed.

**EXCESSIVE CLEANING:** Should the Chartering Party return the vehicle in such condition that a greater than normal amount of time or material be used to properly clean the bus, we reserve the right to require additional funds to cover such expenses. Such decisions will be made at our discretion.

**BAGGAGE:** The company assumes no responsibility whatsoever for any personal property. Baggage and all other personal property are to be handled only at the passenger's own risk. The company is not responsible for items left or forgotten on the vehicle. Any such items that are found will be held for a period of no more than 14 days.

**ADA NOTIFICATION:** Any Chartering Party who requires an ADA accessible bus is requested to inform us at the time of booking, and must notify us no later than 48 hours prior to the day of the charter.

**LEASED VEHICLES:** At times, it is necessary to lease equipment from another carrier to fulfill our obligations. We reserve the right to hire out based on need and availability.

**GRATUITY:**

Driver gratuities are not included in your charter price unless otherwise noted. Gratuities are not mandatory; however, excellent service is customarily rewarded with gratuities at your discretion. Gratuities may be added to the invoice at the customer's request, or paid to the driver directly.

# TOUR

**PAYMENT:**

For One-Day Tours, full payment is due no later than 10 days after the booking has been made. No reservation is guaranteed until full payment has been received. If we do not receive payment within the allotted time frame, it is possible for your reservation to be cancelled in order to accommodate other passengers. Booking confirmations will be sent upon receipt of payment. Reservations made less than 10 days prior to the trip date will require full payment at time of booking.

For Multi-Day Tours, a per person deposit is due no later than 10 days after the booking has been made. Deposit amount varies per trip. Final payment is due approximately one month prior to the trip departure.

**FORMS OF PAYMENT:**

Cash, checks, money orders, Visa, MasterCard, Discover, & American Express. There is a \$25.00 fee for any returned check.

When writing a check, make it out to Post Road Tours and please indicate the trip date on the check.

**CANCELLATION:**

All cancellations must be made over the phone when speaking with a company representative. Emailed cancellations are not accepted nor are messages left on a voicemail. All refunds and credits are subject to administrative fees and non-recoverable expenses (tickets, entrance fees, hotels, etc.). No refunds or credits will be given to no-shows on the day of the trip.

**One-Day Tours:**

Less than 15 days – no refund or credit

15-45 days – a partial credit will be issued for use on a future booking

30-45 days – a partial refund will be issued for use on a future booking

Greater than 45 days – full payment refund

**Multi-Day Tours:**

Less than 14 days – a credit of 50% of available funds will be issued for use on a future booking

14-45 days – a credit will be issued for use on a future booking

Greater than 45 days – full payment refund

**SPORTING EVENTS:**

Game times are subject to change at any time. Due to our lack of our control over this; no refunds, transfers, or exchanges, will be given if a change occurs.

**INSURANCE:**

We do not offer any insurance. Insurance may be purchased through a third party vendor. Recommendations will be given upon request.

**ARRIVAL TIME:**

All drivers will do their best to arrive at pick-up locations and destinations with ample time to allow for boarding and disembarking. Due to factors beyond our control (weather, traffic, road conditions, etc.) this cannot be guaranteed.

**DEPARTURE TIME:**

We reserve the right to leave any person not at the designated pickup location at the agreed upon time.

**PICKUP LOCATIONS:**

At any and all pickup locations parking is at your own risk. Neither Post Road Tours nor property owners can be held liable or responsible for any theft, damage, or loss of any vehicle.

**LOST ITEMS:**

The company is not responsible for items left or forgotten on the vehicle. Any such items that are found will be held for a period of no more than 14 days.

**SEATING:**

Seats are assigned at the time of booking. Seats are not guaranteed until full payment has been received.

**BAGGAGE:**

When applicable, all baggage is to be handled by the driver or a venue representative. The company is not responsible for any damage that occurs during transit or the handling of baggage.

**GRATUITY:**

Gratuities are not included in the tour price unless otherwise noted. A general guideline for tipping is a few dollars per person.

# GENERAL

**DRIVERS:** All of our drivers have been thoroughly vetted and screened before they operate a vehicle. They are instructed to follow all Federal, State, and Local laws and regulations regarding the safe and legal operation of a motorcoach. Any requests by the charting group or individual that may cause noncompliance with any Federal or State regulations will not be permitted.

**DAMAGE TO BUS:** Any damage to the vehicle, inside or out, caused by a passenger, directly or indirectly, is the responsibility of the Chartering party. Once a cost has been determined, the Chartering Party will be notified and payment will be collected at that time.

**AMENITIES:** All vehicles are carefully inspected before they leave our yard to insure a pleasurable traveling experience. If for some reason beyond the control of the company an equipment failure makes necessary the replacement of the originally assigned vehicle, the replacement bus may be of a different type. As such, requests for DVD players, PA Systems, WiFi, and other such amenities will be honored to the best of our availability but cannot be guaranteed.

**WiFi:** WiFi service may not be uninterrupted or error-free. Your device may be exposed to viruses or other harmful applications through the Service. The company does not guarantee the security of the service and that unauthorized third parties may access your computer or files or otherwise monitor your connection. The company can at any point block access to Internet Services that they deem violate the acceptable terms of use outlined in the WiFi Terms and Conditions.

**FOOD & BEVERAGE:** Food and beverage are not permitted on board the bus without prior authorization from the company. If permission is granted, no glass of any kind is allowed on the vehicle – plastic and paper only. Please refrain from passing items around amongst passengers while the vehicle is in motion.

**PASSENGERS:** Passenger behavior that interferes with the driver's ability to safely operate the vehicle or conduct any manner of their job, or tampers with the operational function of the vehicle is absolutely forbidden. Passengers under the influence of any controlled substance (drugs or alcohol) who become unruly risk their transport aboard the vehicle. The company reserves the right to refuse transport to any persons who violate any of these terms and conditions.

**SMOKING:** No smoking is allowed on our vehicles at any time.

**PROHIBITED ITEMS:** The following are prohibited onboard or under the bus: decorations to the interior or exterior of the vehicle, smoking, certain athletic equipment, fire arms, fireworks, explosives, glass containers, fuel storage containers. The company reserves the right to refuse the transport of any items deemed unsafe that are not listed here.

**ELECTRIC SCOOTERS:** Members of a Chartering Party or public tour, who wish to use an electronic scooter for mobility, but not as an ADA request, are responsible for the loading and unloading of said scooter. The company is not responsible for any damage that occurs to electronic scooters while in transit.

**NO ASSIGNMENT:** The Booking Party may not assign this agreement or any of their respective rights, interests, duties or obligations herein without prior written. The Company may assign this agreement and any of its rights, interests, duties or obligations herein without prior consent of the Booking Party.

**ENTIRE AGREEMENT:** This agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, either oral or written with respect to the subject matter herein.

**FORCE OF NATURE:** Neither party shall be liable for the failure or delay in performing obligations set forth in this agreement, and neither party shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters, strike, lock-out, or other industrial or transportational disturbances, law, regulation or ordinance, or any causes reasonably beyond control of such party.

**LIMITATION OF LIABILITY:** Neither party shall be liable in any event or for any reason, including breach of this agreement, either directly or indirectly, to the other party or any third party for special, indirect, incidental, punitive, exemplary or consequential damages or loss of profits arising out of this agreement, even if such damages were foreseeable or either party has been advised of the possibility of such damages.



