

# TERMS AND CONDITIONS

Effective 10 - 22 - 2003

**ADVANCE DEPOSIT/CREDIT** – The charter contract is NOT guaranteed until the order has been signed and returned to our offices and a deposit of \$100 per motorcoach / per day, has been paid. Contracting party is responsible for verifying that the order has been booked by WINN Transportation (WINN) if no confirmation has been received. Deposits are not required for schools or corporations, which have established credit. Other agreements (except Henrico County School Transportation Agreements which should be received with this contract), verbal or written, do not supersede these Terms and Conditions. Deposit required -  YES  NO

**PAYMENT OF BALANCE** – The entire balance must be received in our offices at least five business days before the departure or WINN reserves the right to cancel the order. Drivers cannot accept payment for charters and no payments intended for WINN will be guaranteed if paid to the driver. Credit balances must be paid within 10 days to avoid a service charge of twenty four percent (24%) APR. Contracting party is responsible for all legal fees and all costs incurred to collect the balance and for any subsequent legal or mediation fees relating to the charter. NO STATEMENTS WILL BE SENT. Payments may be made by mail or in person or by phone Monday through Friday between 8 am and 5 pm except holidays at: WINN Transportation, 1831 Westwood Avenue, Richmond, Virginia 23227, please identify it with your name, trip date and destination.

**CANCELLATION CHARGES** – All charter payments will be refunded less a service charge of \$25 per coach, per day on cancellations made more than 30 days prior to the scheduled date of departure. There will be a \$100 cancellation fee per coach, per day if the group cancels charter less than thirty days but more than one week prior to the scheduled date of departure. Tour cancellations are subject to a minimum \$100 per coach per day and any hotel, restaurant or attraction penalties. If cancelled within one week but more than 24 hours of departure the customer is subject to fifty percent of the full charter or tour cost. Cancellations within 24 hours of departure will bill at 80% of full charter or tour cost. All cancellations must be submitted in writing by mail, fax or email and will be issued a cancellation confirmation number. YOU MUST OBTAIN A DATED CANCELLATION CONFIRMATION AND CANCELLATION NUMBER.

**EXTRA CLEANING, ABUSE AND LOST ITEMS** – A damage deposit may be required with certain charters to apply to the cost of any extra cleaning and/or abuse to the equipment by the contracting party. This deposit will be refunded provided there is no damage or abuse requiring extra cleaning or repair. All contracting parties are responsible for these charges whether or not a damage deposit has been collected. Although WINN will make every attempt to find and return lost items, WINN is not responsible for any item left on board any of its vehicles.

**SMOKING** – Federal law now prohibits smoking on ALL interstate bus travel.

**ALCOHOL** – Prior written permission must be obtained in order for alcohol to be brought on board or a \$100 additional charge will apply to final invoice (Extra fees for cleaning may also apply). The transportation of alcoholic beverages in any “for-hire” vehicle is strictly regulated by the laws of the State of Virginia. WINN makes no representation and assumes no responsibility for any contracting party that may be in potential violation of these laws. A copy of these laws can be found in the Code of Virginia § 4.1

**FOOD & BEVERAGE** – Prior written permission must be obtained in order for any food and/or beverage to be brought on board or a \$100 additional charge will apply to final invoice. NO GLASS CONTAINERS ARE ALLOWED ON BOARD (Extra fees for cleaning may also apply).

**EQUIPMENT GUARANTEE** – WINN will make every attempt to provide its own equipment of the exact type ordered by the contracting party. However, in the unlikely event of problems that could be beyond WINN’s control, WINN reserves the right to substitute another type of equipment or contract another company in order to complete the transportation service for which WINN has been contracted. WINN does everything to insure that all equipment is working properly. However, WINN does not guarantee video system operability, specific air-conditioning or heating temperatures or deodorized restrooms once the restrooms have been used by the contracting party.

**DELAYS** - Refunds or credits will not be issued for ANY delays caused by circumstances beyond WINN’s control. This includes, but is not limited to, traffic, weather, act of God, medical emergency, police action, airport delay, or delays caused in whole or in part by any member of the traveling party or its agents.

**DRIVER HOURS AND RESPONSIBILITY** – Federal Law limits drivers to very specific hours of operation in a commercial vehicle. Should you wish to exceed these hours, extra drivers can be supplied at an additional cost. A copy of these laws are available from the United States Department of Transportation. Drivers are not responsible for minors who must be accompanied by a parent (or guardian) while on board any vehicle. The contracting party assumes all responsibility for damage when a vehicle is directed by the client (or client’s representative) onto private property or into an area that is not large enough for the vehicle to safely turn around without having to back up. This includes charges for equipment damage towing, winching, storage, cleaning and any other costs directly related said damage.

**VIDEOS** – The showing of any videos, except those supplied by WINN, could be a potential violation of the Copyright Laws of U.S. WINN assumes no responsibility for the showing of any video not supplied by WINN. X-rated movies are strictly prohibited. Vehicles are not equipped to show regular broadcast television.

**ITINERARY CHANGES** – ANY changes in the itinerary, which differ from, or contradict the signed confirmation or order supplied to WINN must be signed and approved by a WINN representative. The contracting party may incur additional charges for services not covered within the signed agreement or itinerary. If the group simply exceeds the agreed upon contracted time, the additional time will be billed at the normal hourly rate for vehicle service. Partial hours will be billed as a full hour.

**POST CONFIRMATION ASSESSMENTS** - If the consumer price index (CPI), our insurance rates or the price of diesel fuel rises more than ten percent (10%) from the prices agreed upon at the date of this agreement, WINN reserves the right to request that the chartering party (1) pay an increased fare which reflects the increase in costs or (2) terminate the contract for service. Since our emergency dispatch is for true emergencies, the contracting party may be assessed a \$25 charge a non-emergency call.

**CONTRABAND** – WINN refuses to transport any person in possession of a weapon or an illegal substance. Laser-pointing devices are strictly prohibited.

**TIPS** – Tipping the driver is often customary but never mandatory. Because this question is asked more than any other, we want to make it clear that this is an individual decision based upon the level of service, performance and overall satisfaction. An average tip for a Motorcoach captain is about \$2.00 per person, per day.

**DRESS CODE** – Shoes and shirts are required at all times. No cleats or ski boots.

**SPECIAL NEEDS PROVISION** - The chartering party is responsible for notifying the carrier at the time of confirmation of the charter contract of any special needs for disabled passenger accessibility during the period of service covered by this contract. In the case of the need for accessible equipment, the chartering party must agree to pay any additional costs which WINN may incur for securing the use of such equipment.

**REQUESTS** – The contracting party may only request a particular driver or motorcoach captain for their trip with the understanding that WINN cannot guarantee the request but will make every effort to accommodate the request.

**LITIGATION** - Unfortunately, our legal system is responsible for these lengthy Terms and Conditions as the service industry has experienced a backlash of frivolous lawsuits. WINN does not feel that it is fair to pass legal costs to every contracting party, therefore the contracting party agrees to handle any disputes involving any aspect of their dissatisfaction with WINN’s services through mediation, before moving to legal proceedings.