



Consumer Terms and Conditions – February 2017

Welcome to the Coachscanner website www.CoachScanner.com ("Website") and/or mobile application ("Mobile Application") collectively referred to in these Usage Terms as the ("Applications").

The Applications are operated and maintained by Coachscanner Ltd with company registration number 10048340 and our registered office is at The Brew, Eagle House, 193 City Road, London, EC1V 1NR ("Coachscanner", "we", "us" or "our").

In the following terms and conditions, 'the Company' refers to Coachscanner, its subsidiaries, brands or identities under which the company may trade, 'the Customer' and/or 'the Hirer' refers to the person and/or organisation making the booking and 'the Driver' refers to the driver or drivers of the coach, the coach operator or supplier of the vehicle.

By placing a booking with Coachscanner, the Customer acknowledges that they have read, understood and agree to be bound by the Terms and Conditions as detailed below. If there are any Terms you do not understand, please do not hesitate to contact us and we will provide clarification. These Usage Terms, along with our Privacy Policy ("Privacy Policy") govern your access to and use of the Applications. By accessing or using the Applications you agree to comply by these Usage Terms and the policies outlined in these Usage Terms. If you disagree with any part of these Usage Terms or policies please refrain from using our website, or application or form proceeding with your proposed booking.

These Standard Terms and Conditions shall apply whether the agreement is verbal or written and shall enter into force immediately upon the Company accepting a booking via the Company's system. The Hirer shall at all times remain solely responsible for the acts and/or omissions of the passengers permitted to travel by Hirer (whether directly or indirectly) and therefore any additional costs incurred by the Company during the performance of the contract shall be borne by the Hirer irrespective of whether the Hirer travels.

Please note that Coachscanner reserves the right to change the Usage Terms at any time and without notice, and it is advised that the Usage Terms and Privacy Policy are printed for future reference and frequently checked.

1 Application

Coachscanner is not a licensed Coach operator. Coachscanner provides a Coach hire brokerage service which means we will arrange on your behalf the hire of one of the models of vehicles and the associated vehicle hire services displayed on our site from one of the United Kingdom vehicle hire operators, licensed by the Driver & Vehicle Licensing Agency, with whom we work to any destination in the United Kingdom on your chosen date(s). Our responsibility is only to arrange the hire of your chosen vehicle and services and not to provide the vehicle hire and associated services. In providing our Service, we act as agent for the Operators to promote and sell the hire of the models of vehicles owned by the Operators and displayed on our Site. The coach operators will bid for work and provide quotes based on the information you provide. You will be able to accept quotes and make bookings and payments through the Applications. However, once quotes are accepted by you, you shall enter into a direct contract with the coach company for the requested journey. Service operators are responsible for providing vehicles and drivers fully compliant with the terms of their operating license and with the Company's service quality standards.

You are required to register by creating an account with Coachscanner before you can use the Applications.

You may access the Application and register your details without making a booking.

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All information and details provided by you to us (including on registration) are true, accurate, and up-to-date in all respects and at all times;

You are legally capable of entering into binding contracts;

You are at least 18 years old.

You will not use the Applications for any unlawful purpose; in any way that interrupts, damages, impairs or renders the Applications less efficient; to transfer files that contain viruses, trojans or other harmful programs; to access or attempt to access the accounts of other users or to penetrate or attempt to penetrate any security measures; to disseminate any content which is defamatory, obscene, or may have the effect of being harassing, threatening or abusive to an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability or otherwise; to advertise or promote third party or your own products or services.

2. Quotation & Bookings

CoachScanner is not a supplier and is not responsible for providing any travel options displayed via the CoachScanner Services and/or CoachScanner Platforms or for setting or controlling the prices we display. Any Third Party Travel Products which you find and/or book via the CoachScanner Services and/or CoachScanner Platforms are provided by independent coach operators or other third parties (“Coach Operators”). CoachScanner facilitates your bookings with Coach Operators but is not responsible and has no liability to you in respect of such bookings.

On making a booking through us you will enter into a contract for the hire of the vehicle and associated services described in your booking confirmation (Vehicle Hire Services) with the selected Operator.

We will require information from you to enable us to arrange the Vehicle Hire Services. It is important the information is true and accurate. You are responsible for ensuring such information is true and accurate.

The information you supply will be used to provide you with a quotation for the Vehicle Hire Services (Quotation). If the information you have supplied is incorrect, it is your responsibility to identify the mistake.

We do not accept any liability if your booking later proves to be incorrect due to the fact information supplied by you either at the time of making your booking or subsequent to your booking was incorrect. If you think there is a mistake in the booking please contact us to discuss. We will confirm any changes in writing to avoid any confusion between you and us.

The hire of a particular vehicle is subject to availability.

Receipt of your booking will mean your order has been accepted. You will receive an email from us (Booking Confirmation) accepting your booking at which point a contract will come into existence between you and the Operator for the supply of the Vehicle Hire Services. Please note that at this time you will be bound by the Operator Terms and may only cancel the Vehicle Hire Services in accordance with the Terms.

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If you are a consumer, you confirm that you are at least 18 years old. You must provide your full name and date of birth to Coachscanner when making a booking. Failure to be truthful will result in the card holder being liable and responsible for the vehicle hire service.

If you are not a consumer, you confirm you have authority to bind any business on whose behalf you are using our Services to arrange the Vehicle Hire Services

If you are making the booking on behalf of a group, you will be the person accepting these Terms and the Operator Terms. You will be responsible for ensuring all persons travelling within your group comply with such terms. Should they fail to do so you will be liable to us or the Operator for any loss or damage caused to either us or the Operator arising out of any failure to comply with either our Terms or the Operator Terms.

You will notify us of any changes in your address or contact details arising following the acceptance of your booking.

You will comply with any restrictions applicable to the Vehicle Hire Services including but not limited to the number of passengers.

You will be at the designated pick-up address set out in your Booking Confirmation on the date of hire. Should you fail to be at the designated pick up address at the designated time you will be liable to pay the full hire charge for the Vehicle Hire Services to the Operator in accordance with the Operator Terms.

You undertake at all times to comply with the Operator Terms in particular in relation to conduct required during the Vehicle Hire Services. Failure to comply with such terms will permit the Operator to cease to provide the Vehicle Hire Services and to eject you or all or any of your fellow passengers from the hired vehicle.

Our charges are fully inclusive of VAT at the applicable rate at the time of your booking.

The hire price will not include tickets, admission charges, ferries, road tolls or parking. However, the Company may make these arrangements, on request, on the Customer's behalf and would do so acting as an agent for the Customer. This means that any terms and conditions applicable to that transaction by that supplier (i.e. those relating to payment, cancellation, refunds etc.) would be as binding on the Customer as if they had made these arrangements directly. Details of such are available upon request, the Company will not enter into any arrangement on the Customer's behalf until payment from the Customer to the Company has been made.

All bookings at the point of quotation will be based on the use of a single Driver however, for longer journeys in terms of hours it may be necessary to employ the services of a second Driver in order to comply with the regulations regarding "Driver's hours" and therefore the Company reserves the right to review the quotation should this be the case and should there be a need for additional charges the Hirer will be advised at least (where possible) 7 days prior to the journey date.

Please note we may refuse to accept your booking if we have reasonable grounds to suspect it has been made fraudulently.

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Please note that the images of the vehicles displayed on our Site are for illustrative purposes only. The vehicle hired may not be that which is displayed on our Site. The vehicle hired may vary slightly from the vehicle displayed on our Site but will be of the specification set out in your Booking Confirmation.

3. Payment

All monies must be paid in full prior to the performance of the booking by means of debit/credit card.

All bookings made using credit or debit cards will incur a processing fee, unless otherwise agreed by the company in writing.

4. Invoices

Once the booking has been confirmed and payment made by means of debit/credit card an invoice will be raised immediately.

Any queries relating to Company invoices must be raised in writing by the Customer within 7 days from the date of the invoice. If no query is raised by the Customer within this period it will be deemed as having been accepted in full.

5. Booking Confirmations and Amendments

It is the responsibility of the Customer to check the Booking Confirmation, once received, for its accuracy and completeness, any discrepancies found in the Booking Confirmation should be communicated to the Company as a matter of urgency.

If a Customer needs to amend a Booking, the amendment will only be considered as implemented when the Customer has it confirmed in writing and the Company has acknowledged said amendment with a new Booking Confirmation by way of email. If an updated Booking Confirmation has not been received by the Customer with the updated details the Customer will be subject to the terms of the original Booking Confirmation. No amendment can be agreed with the Driver and the Driver does not have the authority to bind the Company in any manner whatsoever.

It is the Customer's responsibility to ensure that all trip details are complete and correct and at no time should verbal amendments be considered as confirmation of a change to an existing booking. The Company cannot be held responsible for any delays in arrival at a destination caused by traffic problems and/or adverse weather conditions and these factors should be taken into account by the Customer when requesting a collection time when making a booking. The Company shall have no liability to the Customer for failing to arrive at a destination on time and shall bear no liability for late arrival at performances or events and the Customer shall have no claim against the Company for any reimbursement to the cost of any tickets for any such performance or event.

Depending on the nature of the booking amendment, additional charges may be required.

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You may request a change to your booking at any time within 7 calendar days before the date of hire but you must contact the Company directly. An additional charge may be payable to the Company for the change to your booking. We will notify you in writing of the revised charges. If we are unable to arrange the requested changes to your booking or if the additional charges payable for the revised Vehicle Hire Services are not acceptable, you may cancel your booking in accordance with the cancellation provisions under the Company's Terms. Please note that should you cancel your booking you may be liable to pay the full hire charges to the Company.

Should the customer instruct the Driver to, or otherwise make changes to the booking and these changes incur additional costs and charges, either before or during the booking, the Customer accepts full liability for said charges.

For some journeys, it may be necessary to accommodate the Driver, these costs will be borne by the Hirer and will be paid in advance of the journey's commencement. Where Driver's accommodation is arranged by the client, it must be a single occupancy room of a reasonable basic standard, and should include evening meal and breakfast as appropriate.

The Company reserves the right to charge for damage to vehicles made by the hirer and/or the passengers. Monies will be collected from the Hirer. The Company may charge a £100 refundable sickness and damage deposit for night time hire.

Any taxes or charges imposed by any Government or other authority which the Company is obliged to pay in order to fulfil the booking will normally be included in the confirmed booking price. However, if any such tax or charge is introduced or increased after the booking has been made and before travel, the Company will pass that cost onto the Customer and the Customer will be obliged to pay it prior to departure. Failure to make such requested payment will be regarded as cancellation by Hirer.

7. Complaints

Any complaints must be made in writing in a speedy and timely manner, the Company will be unable to accept any complaints or apply compensation for complaints received more than 30 days after the date of travel. Any remedies or compensatory measures offered (if any) by the Company are at the strict discretion of the management of the Company. The Hirer also agrees that in the event of a dispute arising from a booking, a charge back request will not be raised through the card issuer or bank. The Hirer agrees to have a fair independent hearing in a County Court if an agreement cannot be made between the Hirer and the Company.

The Company will assist with the complaint but any compensation claims should be made direct to the Coach Operator as the contract lies with them.

Any complaint regarding a vehicle no show should be sent to the Company who will assist in reclaiming the monies paid to the Coach Company but are not liable for these charges, the Company will refund any commission direct to the Hirer once confirmation the vehicle is a no show.

Any complaints regarding the condition of the vehicle supplied or its facilities should be supported by photographic evidence.

8. Vehicle Photographs

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On request the Company can provide a photograph of the type of vehicle being supplied. In this case the photograph supplied is illustrative only and may be a different make/model with different livery and appearance to that actually supplied to the booking.

9. Use of the Vehicle

The Hirer cannot assume the use of the vehicle between outward and return journeys nor will the vehicle remain at the destination for the Hirer's sole use unless this has been expressly agreed in writing by the Company. The Company reserves the right to levy additional charges for timings or mileage over and above the original agreement on a pro rata basis as confirmed to the Hirer at the time of booking.

Should the Customer be late for any pickup as set out in the Booking Confirmation the Customer will be liable for any additional costs incurred by the Company in providing the Service including, without limitation, the costs of obtaining a replacement vehicle if the original becomes unavailable, and obtaining additional Drivers

Where the booking is to collect passengers from an airport and the Customer has provided a scheduled arrival time, the scheduled pickup time for the booking will be adjusted by the Company to allow 45 minutes for the passengers to disembark the flight, reclaim luggage and clear customs. In the event that the Customer requires a fixed pick up time, this allowance will not apply. Where flights are delayed and the cumulative delay shall exceed this allowance; clause 16.4 below shall apply. It is strongly recommended that the Hirer take out travel insurance to cover this eventuality.

For the avoidance of doubt a Driver will wait for a maximum of 30 minutes from the scheduled time of pick up or such shorter period as may be determined by the Driver that will adversely affect his/her Driver's hours. Should the Customer not have arrived for pick up within this period the Company shall be relieved of any obligation to provide the service and shall have no liability to the Customer for any costs incurred by the Customer in completing their journey. Notwithstanding the foregoing, the Company shall use reasonable endeavours to complete the journey at full cost to the Customer.

10. Change of Vehicle

The Company reserves the right to subcontract to another operator to perform the hire or to supply replacement vehicles with the same number of seats. If for operational reasons the Company is compelled to supply a larger coach than required this will be at no extra charge (unless the number of passengers is increased from the original booking).

11. Route

Unless the hirer has advised of a particular route and specified it at the time of booking, the route taken will be entirely at the discretion of the Company or Driver according to road, traffic and weather conditions at the time of travel. The vehicle will depart at the times agreed by the Hirer at the time of the Booking Confirmation; no price discount shall be given if the route chosen is not actually the shortest.

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Stops will be made at suitable points to satisfy legal requirements regarding breaks and rest for Drivers. It is the Hirers' responsibility to account for all passengers at those times. The Company cannot accept liability for any losses incurred by passengers who fail to adhere to the Hirers' instructions.

Any changes requested to the route by the Customer shall be at the Driver's sole discretion and the Driver may charge an additional fee if additional drop-off points are requested and agreed by the Driver.

12. Driver's Hours

Driver's Hours and rest periods are strictly regulated by law and the Hirer accepts responsibility for timings agreed at confirmation of booking. The Hirer accepts that neither they nor their passengers shall delay or interrupt the journey in such a way as to cause the Driver to breach Driver's Hours regulations and must adhere strictly to all collection times contained in the Booking Confirmation. If any breach is likely to occur the hirer agrees to pay any additional costs incurred.

If delays occur for whatever reason, the Company may take whatever action is deemed necessary for the Vehicle in order to comply with the law. Where delays do occur the Company cannot be held responsible for any losses arising as a result of those delays or non-performance of the services unless they are due solely to the negligence of the Company.

13. Breakdown & Delays

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

It is strongly recommended that the Hirer should consider insuring against this risk if journey times are particularly crucial, for example for the commencement of an event.

14. Passenger Health

The company reserves the right to refuse travel to any passenger on board the coach that are shown, or have exhibited symptoms within the past 48 hours of any form of flu or Norovirus.

15. Conveyance of Animals

On a private hire, no animals (other than guide dogs and hearing dogs notified to the company in advance) may be carried on any vehicle without prior written agreement from the company.

16. Passengers' Property, Luggage & Passenger Numbers

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The vehicle supplied by the Company will take account of the amount of luggage as well as the number of passengers specified at the booking time. The Customer must ensure they specify the correct information at the time of the booking and inform the Company as soon as possible if there are any changes.

The Customer hereby acknowledges that no luggage may be left on the vehicle unless specifically agreed with the Company.

All vehicles hired by the company are subject to restrictions on carrying luggage for statutory safety reasons. The hirer accepts that the driver shall be the sole decision maker as to whether and to what extent passengers' property is carried. Oversize items may not be able to be carried, and the hirer should take all steps to notify the company in advance at such requirements.

Whilst the Company will take all reasonable care with the passenger's property it cannot accept liability for any damage to, or loss of that property being carried on the vehicle and the Company strongly recommends that no valuables should be left on the vehicle at any time, even if that vehicle is locked.

Nor can the Company accept responsibility for any loss of or damage to property left on the vehicle after hire. Property found on the vehicle after hire will be held at the vehicle operating base for a maximum period of 30 days. It is the Hirers' or the passenger's responsibility to collect the property and any costs incurred to collect the property are to be borne by the Hirer or passenger. Property is to be collected at a time agreed by the Company and the Hirer or passenger.

The company does not accept any responsibility for loss, damage or delays to luggage arrive that arise as a result of any act of a third party.

17. Lost Property

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 will provide details of this legislation on request.

18. 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 to others or the vehicle or is in breach of the Public Service Vehicle (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990. 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.

It is incumbent upon the Hirer and the Hirer's party to behave in a proper manner for the duration of their journey. The Driver is responsible for the safety of the vehicle and as such may refuse to allow a passenger or passengers to board the vehicle or eject them from the vehicle if, in his sole discretion, he considers them unfit to travel for whatever reason (for example, being intoxicated, aggressive or abusive). The Driver may refuse to continue a journey if, in his sole discretion, he considers any passenger to be behaving in such a way as may compromise the safety of other persons, the contents of the vehicle or the vehicle itself.

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In such event, at the Driver's sole discretion, the journey may continue once the passenger or passengers have been removed from the vehicle, but should passenger conduct result in summary termination of the journey, the company reserves the right to cancel any other parts of a booking, and in such circumstances the forfeiture of any monies paid, and no claims for compensation or refund in either whole or part shall be entertained.

Any damage caused to the vehicle by the Hirer or any of the passengers shall be the responsibility of the Hirer and the Hirer shall be liable for all costs related thereto.

19. Alcohol, Tobacco or Drug Consumption

Drinking of alcohol on the coach is always at the Driver's discretion and for certain sporting events is legally prohibited. The Hirer should not assume that permission will be granted. All vehicles are strictly non-smoking by law.

Non-compliance with a Driver's request for passengers to refrain from drinking alcohol, and the smoking of tobacco or consumption of illegal narcotics, may result in summary termination of the journey, cancellation of any other parts of a booking, and in such circumstances the Customer shall remain liable for any sums due under this Agreement and the Company shall have no liability to the Customer and no refunds shall be provided.

The Company must be notified of any bookings for football matches, music festivals or political demonstrations and rallies at the time of booking, as there may be specific legal or other requirements that could affect the booking. Failure to notify the Company correctly of the nature of the journey will be construed as breach of contract and at the Company's absolute discretion may lead to termination of the booking without compensation or refund.

20. Cancellation by hirer

All requests for cancellations must be made in writing. Should the Hirer wish to cancel a booking the following terms and charges shall apply.

For the avoidance of doubt, in the event of cancellation by the Hirer, all deposits are non-refundable.

- i. Within 10 days prior to the date of travel – 50% of booking value
- ii. Within 7 days prior to date of travel – 100% of booking value (less any reasonable allowance for fuel, tolls, parking, accommodation, etc.)

In the event of cancellation by the hirer any charges for credit or debit card processing, or other processing fees paid by the hirer are non-refundable, and the company reserves the right to charge for any such fees or expenditure incurred in making a refund to the customer and deduct such costs

Where the Hirer has paid for additional costs such as ferry crossings etc., refunds will only be made in line with the cancellation policy of the service provider.

Cancellation of an event or holiday or "reason for travel" does not affect the Hirer's liability for the above cancellation fees and the monies will be due as if the vehicle was travelling.

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21. Cancellation by the Company

In the event that the Company is unable to provide a vehicle or vehicles to meet all or part of the Customer's booked requirements due to reasons of emergency, vehicle unavailability, or other reason, the Company will take all reasonable measures to provide a replacement or alternative solution. If this is not possible, the Company retains the right to return all monies paid and, without liability, cancel the booking providing the Customer with as much notice as possible.

In such circumstance the Company shall have no liability for any inconvenience or loss incurred and will not be liable for any direct or consequential loss howsoever arising. It is strongly recommended that the Customer should consider insuring against this risk.

22. Force Majeure

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its reasonable control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, strikes, including, without limitation, failure of suppliers, subcontractors, and carriers, bad weather, and/or any other cause beyond the reasonable control of the party whose performance is affected to substantially meet its performance obligations under this Agreement.

23. Limitation of liability

These Terms set out the full extent of CoachScanner's obligations and liabilities in respect of the CoachScanner Services and Platforms.

CoachScanner has no responsibility whatsoever for any arrangements you make with any third party as a result of your use of the CoachScanner Services and/or CoachScanner Platforms (including, without limitation, any Coach Operator). In the event that you encounter any problems with any booking you make or attempt to make via CoachScanner, you acknowledge that you should resolve that issue with the relevant Coach Operator and that your sole remedy in such circumstances, including any refund, lies with the relevant Coach Operator and not with CoachScanner. Where the CoachScanner Services and/or CoachScanner Platforms contain links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

You may see advertising material submitted by third parties on the CoachScanner Services and/or CoachScanner Platforms. Each individual advertiser is solely responsible for the content of its advertising material and CoachScanner accepts no responsibility for the content of advertising material, including, without limitation, any error, omission or inaccuracy therein.

To the maximum extent permitted by law, we (together with our officers, directors, employees, representatives, affiliates, providers and third parties) do not accept any liability for (a) any inaccuracies or omissions in the content displayed on or via the CoachScanner Services and/or CoachScanner Platforms; or (b) any act of god, accident, delay or any special, exemplary, punitive, indirect, incidental or consequential loss or damage of any kind (including, without limitation, lost profits or lost savings), whether based in contract, tort (including negligence), strict liability or otherwise, incurred by you arising out of or in

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connection with your access to, use of, or inability to access or use, the CoachScanner Services and/or CoachScanner Platforms or any content contained provided therein.

Nothing in these Terms shall limit or exclude (a) our liability in respect of death or personal injury caused by our negligence or for our fraud or fraudulent misrepresentation; (b) any other liability that cannot be excluded by law; or (c) your statutory rights

24. English Law

These terms and Conditions together with any Booking Confirmation shall be subject to and construed in accordance with the laws of England and Wales. The parties hereby agree to submit to the exclusive jurisdiction of the courts of England and Wales