

## **Terms and Conditions-Newton Bus Service, Inc.:**

Please read and send back to Newton Bus Service (NBS) the contract and Terms/Conditions.

Thank you for choosing Newton Bus Service, Inc. for your motorcoach needs.

**Itinerary Requirements:** The office must receive a detailed written itinerary (14 days) prior to the departure of your trip. Once a trip has been priced and the contract is signed, please note any change to the itinerary may result in additional charges or cancellation of the trip. Therefore, after the contract has been signed, if a change is made to the itinerary the sales department or dispatch must approve said changes. **NO CHANGES TO THE ITINEARY (3) BUSINESS DAYS PRIOR TO THE DEPARTURE.**

**Deposits:** A deposit of 10% of the charter cost or a minimum of \$400.00 per coach, whichever is greater, is required (10) days after you have confirmed the reservation. Schools are not required to secure their booking with a deposit. However, we do require a signed contract or school agreement form.

**Payment:** Balance is due (2) weeks prior to the departure. Payment must be in the form of cash, cashier's check, money order, VISA or Mastercard, unless other arrangements have been made with management.

**Cancellations:** Cancellations made **more than (14) days full refund of all monies.**

Cancellations made **less than (14) days and more than (7) \$1000.00 per coach.**

Cancellations made **(7) days or less customer will be charged the full price of the charter.**

**NBS reserves the right to negotiate the terms of the cancellation policy. Last minute trip bookings will be handled on a case by case basis.**

**Equipment:** The Carrier reserves the right, when operating conditions require, to furnish vehicles of greater capacity, different classification, type or subcontract equipment through another carrier. If this were necessary, the customer would be notified.

**Amenities:** Wi-Fi, Audio/Video equipment is furnished free of charge. Therefore, there will be no refund if it should become inoperative.

**Liability for Delays:** The carrier will not be liable for delays due to accidents, mechanical breakdowns, poor road conditions, weather, or other conditions beyond our control. If in the opinion of the carrier, conditions make it inadvisable to operate the charter service, the carrier will not be held liable for any reason whatsoever. Additional cost such as meals, lodging and transportation will be the responsibility of the chartering party.

**Drivers Hours of Service:** By law, a driver is only permitted a maximum of (10) hours of actual driving time after which he/she MUST have (9) hours off duty before he/she can drive again. In addition, a driver can only be on duty (15) hours after which he/she must have (9) hours of consecutive hours of rest before he/she can drive again. This includes time for drivers to park, fuel and service the vehicle and time between garage to and from the pickup point. Itineraries that do not follow these requirements are subject to additional fees, change and or relief drivers.

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**Damage/Cleanliness to Motorcoach:** If excess cleaning is needed, the chartering party will be billed accordingly for time spent restoring the motorcoach to charter condition. Minimum charge of \$65.00 per hour for cleaning and equipment/supply charges. Any damage to seats, windows or other equipment will be billed accordingly. Some charters may require a \$200.00 security deposit prior to the departure of the trip. If the deposit is not needed for excessive cleaning or damages, the full security deposit will be returned.

**Baggage:** NBS will not be liable for the loss of any personal items (musical instruments, athletic equipment, luggage etc.) stored in or under the coach.

**ADA Accessible Coach:** Should you require a coach with a lift, please call at least (48) hours prior to departure. Please be prepared to give us your contact information, if you wish, so that we may confirm your request. If you are unable to provide (48) hours advance notice, Newton Bus Service will make every reasonable effort to accommodate you.

**NOTE:** The passenger and mobility device must have combined weight of no more than 600 pounds. The mobility device must be a maximum of 30 inches wide and 48 inches long.

**Service Animals:** NBS recognizes service animals which have been trained and certified. A service animal means any dog that is individually trained to do work or perform tasks for the benefit of the individual with a disability and will be permitted to travel at no additional charge. The service animal must always be under the control of the owner and must not pose a direct threat to the health or safety of others.

**Alcohol Policy:** If your group would like to have alcoholic beverages during your trip, a waiver must be signed by the responsible billing party. The waiver must be submitted to our office prior to your departure. Therefore, at the time of booking please notify the sales team and your Alcoholic Beverages Waiver will be forwarded to you. Please return the document so that it can be on file prior to the departure of your trip.

**Emergency Preparedness:** In the event of State or Federal Declaration of Emergency, NBS reserves the right to allocate any or all equipment to assist for evacuation purposes. If this were necessary, we would attempt to locate a subcontractor for assisting with any trips that would be affected. Customers would be immediately notified for approval of any subcontractor. All deposits or payments would be refunded.

**Initial: \_\_\_\_\_ DATE: \_\_\_\_\_**

**Please initial above that you have read the terms and conditions.**