



## Terms and Conditions of Business

gogutsi is a trading name of Green Urban Transport Limited (hereafter referred to as the "Company", or "Green Urban Transport"). It is a limited liability company established in England with a registered office at Smiths Farm, Kensington Road, Northolt, Middlesex, UB5 6AH ("Green Urban Transport");

These conditions apply to the private hire of transport, not operating as a package, as defined by the package travel, package holidays and package tour regulations 1992.

### 1. Applications

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 by telephone or via the Company's online booking 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.

### 2. Quotations & Bookings

Quotations are given on the basis of the most 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 given subject to the company having available a suitable vehicle at the time the hirer accepts the quotation.

Quotations are valid for 7 days from the initial enquiry unless otherwise notified. Quotations are given for bus and driver only. Any additional charges will be separately identified and will be the hirer's responsibility unless otherwise specified.

Prices will be quoted exclusive of VAT which will be charged at the prevailing rate (zero rated as of 15/02/12).

The company reserves the right to decline online quotations which are prepaid at any time, and in this event a full refund of any paid monies will be made.

Before a booking is confirmed the Company may at its absolute discretion vary the price, in which event a new quotation will be provided to the customer, and previous quotations will be deemed null and void.

### 3. Use of Vehicle

The hirer cannot assume use of the vehicle between outward and return journeys nor to remain at the destination for the hirers use unless this has been agreed with the company in advance.

### 4. Route and Time Variation

The company reserves the right to levy additional charges for additional mileage or time than that agreed. The charges will be pro rata and in accordance with the formula advised on the booking confirmation.

The vehicle will depart at the 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.

A maximum of 30 minutes waiting time will be allowed which will be charged in addition to the pre agreed hire cost at the agreed hourly hire rate or £30 per hour, whichever is the greater. If the hirer fails to notify the company of a delay to the departure time, the vehicle will wait for a maximum of 30 minutes before departing. The full cost of the hire plus the additional waiting time will be charged and no refund will be offered.

The company will endeavour to accept amendments to bookings made before the day of departure. In the event that it cannot agree to amendments, and the hire is cancelled the cancellation terms set out in Section 10 will become payable. Should the company agree to any booking amendments, an administration fee of £25 will be payable by the hirer for each amendment made, along with any increase in hire charges as a result of the route or time amendments.

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. For the avoidance of doubt a driver will wait for a maximum of 30 minutes from the schedule time of pick up or such shorter period as may be determined by the driver that will adversely affect his driver hours. Should the Customer not have arrived for pick up

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within this period the Company shall be relieved of any obligation to provide the service and shall have no liability to Customer for any costs incurred by Customer in competing their journey. Notwithstanding the foregoing the Company shall use reasonable endeavours to complete the journey at full cost to the Customer.

## 5. Drivers Hours

The hours of operation for the driver are regulated by law, and the hirer accepts the responsibility of ensuring the hirer keeps to the hours and times agreed by the Company. 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, including mandatory driver rest periods. Any additional costs will be charged in accordance with Section 4. We reserve the right to change the driver at any time.

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.

## 6. Seating Capacity

The company will, at the time of booking, agree and specify the legal seating capacity of the vehicle to be supplied. The hirer must not load the vehicle beyond this capacity.

## 7. Conveyance of Animals

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

## 8. Confirmation

Normally, written confirmation by the company and a non-refundable deposit payment of at least 20% of the basic hire charge is the only basis for the acceptance of a hiring or for a subsequent alteration to its terms.

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

## 9. Payment

Any deposit requested must be paid by the date stated, and payment in full must be made at least 7 days before the start of the hire unless otherwise agreed by the company. If any outstanding monies are due, the company reserves the right to collect the monies due from the original credit/debit card used by or for the hirer at any time. The hirer also agrees that no chargeback will be raised to any credit/debit card issuing company with regards to the booking payment. In the event that the deposit is not paid on time or balance is not paid by the due date (normally 7 days before travel unless expressly agreed in writing) the company reserve the right to cancel the whole booking and any monies paid will be forfeited and the full balance will be due.

If payment has not been received within the agreed timescales then the Company can no longer guarantee the quoted price and may be required to revise its quotation

The Company reserve the right to preauthorise your credit or debit card to determine that it is valid. Should there be additional charges from the job, the Company reserve the right to deduct such charges from the credit/debit card that you have given.

The company reserves the right to add interest at the rate of 2% compound interest per calendar month, after the date by which payment should have been made. Any additional costs incurred as a result of the hire (including additional mileage waiting time) will be invoiced following the hire and will be payable within 7 days of receipt of invoice. These charges will be charged extra in accordance with the following pricing structure:

- a. waiting time charged at £60 per hour
- b. Additional mileage charged at £2.00 per mile.

**10. Additional Charges and Surcharges** Unless, it has been agreed otherwise, the hire price will not include tickets, admission charges, ferries, road tolls or parking. However, at your request we may make these arrangements for you, but would do so as your agent and these costs will be passed onto you plus a 15% administration fee. This means that any terms and conditions applicable to that transaction by that supplier (ie those relating to payment, cancellation, etc.) would be as binding on you as if you had made these arrangements directly. Details of such can be available upon request, we will not enter into any arrangement on your behalf until you have made payment to us.

All jobs 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

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hours" and therefore we reserve the right, to review our 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

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

The quotation is given with regard to the operating costs at the time of the quotation. If more than 14 days elapse between the date of the quotation and its performance, the company reserve the right to pass on any increase in the cost of fuel or any other increased costs resulting from government action. 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.

## 11. Cancellation or Amendment by the Hirer

11.1. gogutsi will endeavour to accommodate any amendments to bookings but cannot guarantee that it can agree to amendments on the day of travel. If the client then chooses to cancel, cancellation fees will apply.

11.2. If the client wishes to cancel any agreement, the following scale of charges will apply in relation to the total hire charge.

### DAYS PRIOR TO CANCELLATION CHARGE

Days prior to departure date	Day Hire
28 days or more	25% of hire
14-27 days	50% of hire
7-13 days	75% of hire
1-6 days	100% of hire

11.3. The cost of accommodation, meals and/or event tickets which have already been purchased by the company at the request of the hirer, will be charged to the hirer, plus any administration charges incurred by the company and in advance of use.

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

11.5. All tickets once purchased are not returnable and must be paid for in full. (or other such ancillary service)

11.6. If the customer does not appear at the time and place

designated as the pickup point, all monies paid will be non-refundable.

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. Should the Customer not have paid the amount set out above at the time of cancellation the balance shall become due immediately and shall be a debt owed to the Company. The Company may, at its sole discretion, engage the services of a debt collection agency to recover any unpaid amount together with interest and any debt collection charges.

## 12. 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 reason of emergency, vehicle unavailability or a request by the hirer to unilaterally vary the agreed conditions, the Company may return all monies paid and without liability cancel the contract.

In such circumstance the Company's maximum liability shall be limited to the value of the Booking (excluding any Additional Charges arising by way of clause 5) and the Company shall have no liability for any inconvenience or loss incurred and will not be liable for any consequential loss howsoever arising. It is strongly recommended that you should consider insuring against this risk.

## 13. Vehicle to be Provided

13.1. The company reserves the right to provide a larger or more executive vehicle than that specified at no additional charge unless any extra seats are used in which case an additional pro rata charge will be made to the hire charge.

13.2. The company reserves the right to substitute another vehicle (including those of other operators) or ancillary facilities for all or part of the hiring subject to such substitutes being of a least equivalent quality.

13.3. The company reserves the right to provide multiple vehicles to meet the seating capacity requirements of the hirer,

13.4. The company reserves the right to subcontract this work but will notify the hirer in advance of any requirement, unless this is within 24 hours of the hire.

13.5. There is a strict no smoking and eating policy in all vehicles.

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## **14. Breakdown and Delays**

The company gives its advice on journey time in good faith. However, 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 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.

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

## **15. Agency Arrangements**

Where the company hires-in vehicles from other operators at the request of the hirer and where the company 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 company 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 company against any loss, claim, damage or award in respect of a breach of such suppliers terms and conditions brought about by the hirers action.

## **16. Package Travel Regulations**

If the hirer organises other elements of a package in addition to the provision of transport, the hirer may be defined as an organiser or a retailer for the purposes of the Package Travel, Package Holidays, and Package Tours Regulations 1992 and as such may be required to comply with the provisions of those Regulations.

In this instance, the company cannot accept any liability that may be incurred for losses or damage that it would otherwise accept under the terms of those Regulations.

The hirer accepts responsibility for ensuring whether they are so defined, and the company cannot accept liability for loss or damage incurred that should have been the responsibility of the hirer if the hirer was the legally defined organiser or retailer.

Where the company acts as an organiser or retailer, it will issue separate conditions of trading relating to its liabilities and responsibilities under the Regulations.

## **17. Passengers Property**

### **17.1. Passengers Property:**

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 judge as to whether and to what meets these restrictions. 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.

### **17.2. Responsibility for Luggage:**

You are responsible for your luggage and personal belongings at all times.

### **17.3. Liability for Luggage and Personal Belongings:**

We will only be liable for any loss or damage to your luggage and personal belongings caused by our negligence. Our maximum liability to you for any loss of or damage to your luggage whether for breach of contract, our negligence, or any deliberate or negligent acts of any of our employees, agents or representatives or otherwise, shall be limited to £100 per passenger per Journey.

### **17.4. Lost Property:**

If you leave or lose any of your luggage whilst travelling on one of our vehicles and the luggage is either found by or handed to a member of staff we shall take reasonable care of that luggage. Such luggage will be stored at such a location as we may decide but all such storage will be at the passenger's risk. We may charge you a reasonable administration fee for the storage and return of your lost luggage.

If you do not collect your lost luggage within 1 month of our receiving or finding it, we reserve the right to dispose of it in any manner we wish, including by destruction or sale and we shall give sale proceeds to a charity of our choice. We shall be entitled to open and examine any left or lost luggage. If there are any items which we consider are dangerous or perishable or otherwise unsuitable for storage, we shall be entitled to dispose of such items within 48 hours of our receiving or finding them.

If you find any property on one of our vehicles belonging to someone else, you must hand it over to the driver as soon as it is safe to do so.

## **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 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. 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 1995, and the conditions of entry to race courses as laid down by the Race Course Association Ltd. The company will provide details of these restrictions on request.

### 19. Privacy Policy and Data Protection

19.1. By accepting these Terms, you are also accepting the terms of our Privacy Policy, which can be found at <https://www.gogutsi.com/terms-and-conditions/>. Our privacy policy sets out details of how we use the personal information you provide to us. We only use your personal information in accordance with our privacy policy.

19.3. Each party shall: (i) at all times during the term of this Agreement, comply with the Data Protection Legislation; (ii) to the extent applicable under the Data Protection Legislation, obtain and maintain all appropriate registrations required in order to allow that party to perform its obligations under this Agreement; and (iii) notify each other of an individual within its organisation authorised to respond from time to time to enquiries regarding personal data.

19.4. Subject to clause 19.8, Green Urban Transport Ltd: (a) acknowledges that, in respect of Processed Data, as between the parties, it acts as a processor; and (b) shall ensure that all Green Urban Transport personnel who have access to and/or process Processed Data are obliged to keep the personal data confidential.

From the date the GDPR enters into legal force and effect in the United Kingdom, and subject to clause 19.8, Green Urban Transport:

a. shall only process Processed Data in accordance with this Agreement and the Customer's instructions as set out in this Agreement and as issued from time to time ("Processing Instructions") (which the Customer shall ensure are compliant with the Data Protection Legislation). For the avoidance of doubt, these Terms constitute the Customer's instructions to Green Urban Transport Ltd, and Green Urban Transport Ltd is further instructed to:

(i) process personal data to communicate directly with data subjects for the purpose of providing and promoting the Services;

(ii) process personal data to communicate directly to data subjects for the purpose of promoting consumer services,

and the Customer warrants that it has attained appropriate consents for this communication;

(iii) process personal data to communicate directly with data subjects for the purpose of requesting that data subjects participate in surveys to improve customer experience;

b. if Applicable Law requires it to process Processed Data other than in accordance with the Processing Instructions, shall notify the Customer of any such requirement before processing the Processed Data (unless Applicable Law prohibits such information on important grounds of public interest);

c. shall inform the Customer if Green Urban Transport Ltd becomes aware of a Processing Instruction that, in Green Urban Transport Ltd's opinion infringes Data Protection Legislation, provided that, this provision is without prejudice to clauses 19.2 in respect of the Customer, and clause 19.10;

d. shall provide reasonable cooperation and assistance to the Customer in ensuring compliance with:

(i) the Customer's obligations to respond to any complaint or request from any applicable data protection authority or data subjects seeking to exercise their rights under any Data Protection Legislation as they relate to this Agreement;

(ii) the Customer's obligations set out under Articles 32 – 36 of the GDPR to:

- ensure the security of the processing;
- notify the relevant Supervisory Authority and any data subjects, where relevant, of any Personal Data Breach;
- carry out any data protection impact assessments ("DPIA") on the impact of the processing on the protection of Processed Data; and
- consult the relevant Supervisory Authority prior to any processing where a DPIA indicates that the processing would result in a high risk in the absence of measures taken by the Customer to mitigate the risk;
- notify the Customer without undue delay on becoming aware of a Personal Data Breach in respect of Processed Data processed under this Agreement;
- shall make available to the Customer all information reasonably required by the Customer to demonstrate Green Urban Transport Ltd's compliance with its obligations set out in this clause and allow and co-operate with any data protection audits and inspections conducted by the Customer or another auditor mandated by the Customer, provided that reasonable prior notice is provided, and no more than one such audit or inspection is conducted during any 12-month period unless mandated by a Supervisory Authority;
- taking into account the nature of and risks associated with the type of personal data collected or used in connection with the Services, shall have in place

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appropriate technical and organizational measures to ensure a level of security appropriate to the risks that are presented by the processing of personal data by or on behalf of Green Urban Transport Ltd including where appropriate data protection by default and/or by design measures, and all other such measures as may be agreed between the parties; and

- at the written direction of the Customer, delete or return Processed Data and copies thereof to the Customer on termination of this agreement unless required by Applicable Law and/or permitted under applicable Data Protection Legislation to store the Processed Data.

19.5. The provision of the Services may require the transfer of personal data to countries outside the EEA from time to time. Subject to clause 5.35, Green Urban Transport Ltd and its sub-processors shall not, without the prior written consent of the Customer, transfer any Processed Data to a country or territory outside the EEA unless adequate contractual or other assurances have first been put in place such as will enable each party to comply with the requirements of the Data Protection Legislation.

19.6. Customer hereby grants to Green Urban Transport Ltd general authorisation for sub-processing (including, without limitation, Group Members), provided that, from the date the GDPR enters into legal force and effect in the United Kingdom: (a) Green Urban Transport Ltd and the sub-processor enter into a contract on terms substantially as protective as this clause; (b) Green Urban Transport Ltd shall keep Customer informed of all sub-processors engaged in the provision of the Services; (c) Green Urban Transport Ltd shall notify Customer of any intended changes concerning the addition or replacement of sub-processors, giving Customer the opportunity to object to such changes on reasonable grounds of non-compliance or material risk of non-compliance by the Customer with Data Protection Legislation, provided that the Customer shall notify Green Urban Transport Ltd of its objections in writing within 7 calendar days of Green Urban Transport Ltd's notification; and (d) Green Urban Transport Ltd shall remain fully liable to the Customer for the performance of the sub-processor's obligations.

19.7. The parties acknowledge that the types of personal data processed pursuant to this Agreement (i.e. Processed Data) (including the subject matter, duration, nature and purpose of the processing and the categories of data subject) are as described in Annex 1.

19.8. If and to the extent, Green Urban Transport Ltd is a data controller in relation to personal data collected under this Agreement, Green Urban Transport Ltd shall comply with the applicable provisions of the Data Protection Legislation.

19.9. The Customer may provide Green Urban Transport Ltd with staff personal data for the purpose of on-boarding such

staff to allow them access to the Service. The Customer warrants that it shall have the appropriate lawful basis for obtaining and providing such staff personal data to Green Urban Transport Ltd.

19.10. The Customer warrants, that in relation to all Processed Data, the Customer will have all necessary consents of the relevant data subject for their personal data to be shared with Green Urban Transport Ltd and, if relevant, any of the Fulfilment Partners.

## 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.

Complaints will be acknowledged within 14 working days and the Company will aim to resolve any complaint within 28 days of it being made. Full details of the Company's complaint procedure are available on request.

## 21. Notices

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

## 22. Refreshments and Alcoholic Drinks

Other than on a vehicle fitted expressly for that purpose, food (except confectionery) and drink (including alcoholic beverages) may not be consumed on the vehicle without prior consent from the company. Only food (except confectionery) and beverages supplied by the company may be sold or distributed on the vehicle.

## 23. Surcharges

Once a confirmation has been issued to the hirer, providing there are 30 days prior to the departure date, the company reserves the right to pass on 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 paragraph 10. The liability of the company will be limited to the cost of the hire and any ancillary services supplied.

## 24. Limitation of Liability

Subject to the remaining provisions of this clause 19, the Company's liability to the hirer under or in connection with this Agreement for all and any direct loss or damage arising

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from any one incident or series of connected incidents is limited to Booking (excluding any Additional Charges arising by way of clause 5).

Neither the Company nor the hirer excludes or restricts in any way its liability under or in connection with this Agreement for death or personal injury caused by its negligence or to any extent not permitted by law.

The Company shall not be liable to the hirer (whether in contract, tort, under statute, for misrepresentation or otherwise (including in each case negligence) and whether or not the hirer was advised in advance of the possibility of such loss or damage, for:

(a) any of the following types of loss or damage whether direct, indirect or consequential howsoever arising under or in connection with this Agreement or any part of it: loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of business, wasted expenditure, loss from business interruption, loss or destruction of data, loss of contracts, loss from expenditure of time by managers and employees, liability to third parties, pecuniary losses arising from goodwill, or loss of or damage to goodwill; or

(b) any indirect or consequential loss or damage whatsoever.

Nothing in this clause 24 or in this Agreement excludes or limits the Customer's liability to pay (without set off) the charges or any Additional Charges

**25. Standard Compensation terms** The table below details our standard compensation amounts / percentages where there has been a service failure on our part. Where an amount and a percentage figure are shown in the compensation column, the compensation payable will be limited to the maximum amount shown.

Where a booking covers more than one journey or the journey consists of more than one part or leg (for example an inward and outward journey), any compensation will only be applicable to and limited to the affected part of that journey.

In the unlikely event that there is more than one service issue, compensation will only be paid against the issue which has the highest value. Payments and or refunds will not be made against multiple issues and shall not be made where Customer is in breach of any of the terms of this Agreement.

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Service issue	Detail	Compensation (maximum)
Late coach	Up to 30 minutes	£0
	31 – 60 minutes	10% / £25
	61 – 120 minutes	20%/£50
	121 – 240 minutes	50%/£100
	Over 241 minutes	Full refund
Vehicle no show	Vehicle fails to arrive to collect passengers and passengers make other arrangements for specific leg of journey	Full refund
Vehicle breakdown	Vehicle suffers mechanical or other failure during the course of the booking, and journey is continued following repair or in alternative vehicle(s)	Late vehicle charges as above
Vehicle standard not as booked	Executive not Luxury (Not pre-agreed with client)	25%/£50
	Executive not Luxury (Pre-agreed with client)	20%/£40
	Standard not Executive (Not pre-agreed with client)	15%/£30
	Standard not Executive (Pre-agreed with client)	10%/£25
Vehicle wrong size	Vehicle has insufficient seats for the number of passengers as listed in the booking confirmation and alternative vehicle supplied	Late vehicle charges as above
Vehicle wrong size (luggage capacity)	Vehicle has insufficient storage space for luggage as listed in the booking confirmation and alternative or supplemental vehicle supplied, but delay is caused to party	Late vehicle charges as above
	Vehicle has insufficient storage space for luggage as listed in the booking confirmation and passengers make their own arrangements for travel	Full Refund

Air conditioning	Vehicle does not have working air conditioning and this was detailed in the booking confirmation	10% /£40
Vehicle cleanliness	Vehicle fails to meet reasonable standards for cleanliness – exterior	5%
Driver behaviour	Driver behaviour unacceptable including rudeness and failure for follow reasonable requests in line with the booking requirements	10%