

# Kidz Bus Terms And Conditions

It is essential for both us (KB) and you (The Person Hiring the Bus) to understand what is expected from each other. So for the purpose of this document the following interpretations apply:

## **Hirer**

This is the person who hires the bus on behalf of themselves and all members of a group. The Hirer is the person named on the booking form.

## **Seller**

Is us, KidzBus (KB) we agree to sell the services of KB to the Hirer subject to all the Terms and Conditions.

## **Booking Form**

Is the document that is completed by you, the Hirer in order to make a booking with KB. It is a legal document.

## **Terms & Conditions**

Terms and Conditions are the Terms under which the Seller agrees to do business with the Hirer.

## **Vehicle**

Is the Bus, or any vehicle the Seller may choose to use to provide the service to the Seller.

## **Staff**

Is the Driver, or any other personnel employed by KB.

## **TERMS AND CONDITIONS**

KB will supply a service to the Hirer and the Hirer will pay for the service in accordance with the terms and conditions. The Hirer must accept the terms and conditions.

Any variations in the terms and conditions can only be permitted if confirmed in writing by KB.

The Hirer agrees to inform all members of the group as to all the terms and conditions and agrees to ensure that the conditions are adhered to.

A booking is made and a contract formed when KB receives a booking form from the Hirer, along with a non-refundable deposit in a sum of £50, and has confirmed that booking to the Hirer.

The booking form must be completed correctly and supplied to KB within a reasonable time before the booking date. Any provisional bookings agreed by KB are held for 7 days only; if you wish to reserve your booking date please ensure that your deposit reaches us before the 7 days have elapsed.

Once KB has received the booking form from the Hirer, we will confirm your booking and provide an invoice for the balance payment, which must be received at least 14 days before the booked event date. If you do not pay the balance by the due date KB will be entitled to regard the booking as cancelled.

The Hirer must agree to indemnify KB in full against loss and expenses incurred by KB as a result of a cancellation by the Hirer if a cancellation is made 14 days or fewer prior to the date of hire.

The bus will normally arrive at the address given on the booking form at the time confirmed. If there is no room to allow the bus to be at the address, the Hirer should arrange another suitable venue such as a park, car park or relative's house; the Hirer should gain permission and pay any fee for the vehicle to park at this venue.

The Hirer will be responsible for any damage caused to the bus by any member/guest of the Hirer's group.

The Hirer will also be responsible for any damage caused to the interior or exterior of the bus as a result of incitement.

The Hirer must ensure that no one in the group behaves in such a way that puts safety to others at risk, or damage to the bus may occur.

The Hirer must ensure that no one eats on the bus. For private hire, food and drink are allowed, in the designated area only, subject to agreement with KB.

Under no circumstances may there be any smoking on the bus.

Chewing gum is forbidden at all times.

No animals are allowed on the bus at any time.

The Hirer must ensure that everyone in their party wears suitable clothing and that necklaces, chains and any other jewellery is removed from party members before playing.

If Kidzbus staff are not required for the party, the Hirer must leave the vehicle in a clean and tidy condition to the satisfaction of the driver. All rubbish must be cleared and removed from the vehicle by the end of the hire period.

The Hirer must look after the equipment and ensure that nothing belonging to KB is removed from the bus at any time.

The Hirer must make themselves known to the driver.

The Hirer is responsible for ensuring that all outdoor footwear is removed when entering the bus and that socks are worn at all times. Storage is available on the bus for footwear.

The Hirer must make sure that all members of the group have access to a toilet and hand washing facility.

The Hirer must ensure there are two adults on the vehicle at all times who are representing the party and are responsible for the supervision, safety, and wellbeing of the children during the party. Additional adults must be provided for toilet duties and supervision of children outside the vehicle. If Kidzbus staff are not required, there must be at least 1 responsible adult per 8 children supervising the children at all times.

If any member of KB staff sees any group member jeopardising the safety of others or the bus, they will be entitled to remove them from the vehicle and no refund will be due.

KB does not accept responsibility for any loss, damage, inconvenience, injury or death arising from any accident, breakdown or delay attributing to reasons beyond the control of KB.

The Hirer must ensure no one approaches the vehicle until it has completed manoeuvres, the engine has stopped and the main door is opened. No members of the group are to enter the vehicle until they are requested to do so.

KB will not be liable (other than liability for death or personal injury resulting from the KB's negligence) for loss, injury or damage caused by third parties provided by KB where such loss, injury or damage arises from the act of omission of the third party.

KB's liability to the Hirer (other than death or personal injury resulting from KB's negligence) for any loss or damage of any nature arising from:

- (a) any breach of contract, or
- (b) any negligence, breach of statutory or other duty on the part of KB, or
- (c) in any other way out of or in connection with the non-performance of or purported non-performance of, or failure to perform the services in accordance with the terms and conditions will be limited to no more than the total cost of the booking.

The Hirer is not permitted to cancel this agreement except with written consent of KB. Subject to KB giving permission for the contract to be cancelled, cancellation terms are as follows: 14 days before the party - full refund (except for the non refundable deposit). Within 14 days no refund will be due; however KB at their discretion, may allow the Hirer a credit for another party at a time convenient to both parties within 3 months of the original party date.

The contract is between KB and the Hirer as principals and may not be assigned by the Hirer without the express written consent of KB.

These conditions form the whole agreement between the Hirer and KB and shall not be removed or varied in any way.

If KB is in default of any of its obligations hereunder, it shall not be liable where such default is due to any act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest, snow, mechanical breakdown or other event beyond the reasonable control of the KB. In such circumstances, the KB shall give notice to the Hirer where possible, be entitled to retain the initial deposit and be released from performance of its obligation hereunder to the extent of supervening impossibility prevents or restricts KB's performance.

These Terms and Conditions are subject to English Law and the Hirer consents to exclusive jurisdiction of the English courts in all matters regarding services.

It is not the intention of the parties to confer any rights contained in The Contracts (Rights of Third Parties) Act 1999 on any third parties referred to herein and any such rights which may otherwise be implied are hereby excluded.