

Kiddles Coaches Terms & Conditions

These conditions are applicable to both written and verbal contracts.

1. Definitions and Interpretation

- 1.1. **“The Company”** – Kiddles Coaches Ltd.
- 1.2. **“The Vehicle”** or **“The Coach”** – is the physical transport provided to fulfil the travel request. This may be provided by The Company or a sub contractor.
- 1.3. **“The Driver”** – is the Cambridge Coaches appointed bus or coach driver.
- 1.4. **“The Hirer”** – is the individual, organisation, group or partnership entering into the coach hire contract.
- 1.5. **“Passenger”** – is a person being carried during some part of the coach hire period.
- 1.6. **“Passenger Representative”** – A designated passenger travelling on the vehicle who can act on behalf of the hirer.
- 1.7. **“Booking”** – A confirmed order by the Hirer based on a written or verbal quotation.
- 1.8. **“Booking Period”** – The period over which the coach is assigned to The Hirer.

2. Hirer

- 2.1. If The Hirer is not travelling on The Vehicle or The Hirer is an Organisation, Partnership or Group they must appoint a Passenger Representative who will be notified to The Company before the Booking Period commences.
- 2.2. The Company will only accept instructions from The Hirer or their Passenger Representative.
- 2.3. The Hirer and/or their Passenger Representative acts on behalf of all the passengers travelling on The Vehicle or Vehicles.
- 2.4. The Hirer assumes responsibility for the actions and decisions of all the passengers on board including any additional costs incurred in performing the contract, whether or not The Hirer actually travels with the party.
- 2.5. In making a Booking The Hirer accepts these conditions.

3. Quotations & Bookings

- 3.1. Quotations are based on the itinerary supplied by The Hirer and will be the most direct or economical route. This will be at the sole discretion of The Company unless it has been particularly specified by The Hirer and agreed by The Company to the contrary and clearly shown on the Booking Confirmation.
- 3.2. A Booking can only be accepted in written form and reference to it and the original quotation is the only basis for any subsequent alterations.
- 3.3. The Company reserves the right to levy additional charges for excess mileage or time if The Hirer or their Passenger Representative direct The Driver to vary from the agreed itinerary specified in the Booking.
- 3.4. The hirer must not load the vehicle beyond this capacity.
- 3.5. The vehicle will depart at times agreed with The Hirer, and it is the responsibility of The Hirer to account for all the 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

- 3.6. All quotations are given subject to The Company having a suitable vehicle available at the time The Hirer makes a Booking.
- 3.7. Quotations are valid for 28 days from the date of issue, unless otherwise stated or notified.
- 3.8. Unless stated otherwise quotations are solely for the provision of The Vehicle and The Driver. Additional charges including but not limited to parking charges, road tolls, ferry charges, shuttle charges and accommodation will be The Hirer's responsibility unless these form part of the quotation.
- 3.9. The hirer cannot assume the use of the vehicle between outward and return journeys, nor that it will remain at the destination for the hirer's use unless this has been agreed with the company in advance.
4. Payment
 - 4.1. Any deposit requested must be paid by the date stated, and payment in full must be made before the start of The Hire unless otherwise agreed by The Company.
 - 4.2. Deposits are non-refundable.
5. Passenger Obligations and Health & Safety
 - 5.1. The Driver is responsible for the safety of Passengers on board The Vehicle at all times, and as such may request any passenger whose behaviour prejudices safety or is in breach of the Public Service Vehicle (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990, to leave The Vehicle. These regulations set out certain rights and responsibilities on all parties.
 - 5.2. The Hirer is responsible for any damage caused by any passenger for the duration of the hire contract.
 - 5.3. Smoking, including substitute cigarettes, is not permitted at any time on any of The Vehicles.
 - 5.4. Alcohol must not be consumed on The Vehicle without prior consent from the company and then any consumption must be in moderation. The company reserves the right to refuse passage to any Passenger if he / she is viewed to present a danger to themselves, other Passengers or The Driver.
 - 5.5. Other than on a vehicle fitted expressly for the purpose, food and drink (including alcoholic beverages) may not be consumed on the vehicle without prior verbal or written consent from the company.
 - 5.6. Cleaning of the vehicle as a result of excess mess or excess consumption can incur an additional cleaning fee.
 - 5.7. All vehicles are fitted with spill kits, in the event of a kit being used due to sickness or injury, whether due to excess or accidental causes, the company reserves the right to charge for the use of these kits replacements.
6. Driver's Hours
 - 6.1. The driving and working hours of The Driver are regulated by UK and European law. The Hirer undertakes to keep to the agreed timings in the itinerary and shall not allow

any passenger to delay or otherwise interrupt the journey in such a way that the driver is at risk of breaching regulations relating to these hours. If any breach occurs due to actions of The Hirer their Passenger Representative or a Passenger The Hirer will be responsible for any additional costs incurred unless it is outside the control of The Hirer.

7. Cancellation

7.1. The following cancellation scheme will be used in the event of cancellation by the hirer.

Cancellation Date	Fee Due
August - May	
More than 2 weeks prior to the Booking start date	Nil
Less than 2 weeks prior to the Booking start date	25%
Less than 48 Hours prior to the Booking start date	50%
Less than 24 Hours prior to the Booking start date	100%
June - July	
More than 4 weeks prior to the Booking start date	Nil
Less than 4 weeks prior to the Booking start date	25%
Less than 2 weeks prior to the Booking start date	50%
Less than 48 Hours prior to the Booking start date	100%

7.2. Irrespective of the notice period any costs incurred by The Company on The Hirer's behalf will still be due. This includes but is not limited to ferry crossing fees, event tickets and hotel reservations.

7.3. In the event of any emergency, riot, civil commotion, strike, lock out, stoppage or restraint of labour or on the happening of any event over which The Company has no control over including but not limited to adverse weather conditions) or in the event of the hirer taking any action to vary agreed conditions unilaterally, the company may, by returning all money paid and without further or other liability, cancel the contract.

8. Alterations to the vehicle to be provided

8.1. The Company reserves the right to provide a larger 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.

8.2. The Company reserves the right to substitute another vehicle (including those of other operators) or ancillary facilities for all or part of the hire subject to such substitutes being of at least equivalent quality.

9. Breakdown or Delay

9.1. The Company provides its advice on journey times in good faith. However, as a result of break down, extreme weather conditions or traffic congestion or 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 or inconvenience suffered by The Hirer as a result. This includes but is not limited to situations where Passengers miss the beginning of an event, show or transport connection.

10. Passengers' Property

10.1. 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 extent passengers' property is carried. 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. General health & safety guidelines mean that our drivers are unable to assist with luggage exceeding 25KG where The Driver is male and 16KG where The Driver is female.

10.2. 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.

11. Notices

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