

Kidz Bus Terms & Conditions

Definitions

- **Hirer** – is the person booking the services of Kidz Bus for themselves and all members of a group. The Hirer is the person named on the signed booking form.
- **Seller** – is Kidz Bus, subject to all the Terms & Conditions.
- **Booking Form** – is the document to be completed, signed and returned by the Hirer to the Seller to form a legal contract of agreement.
- **Terms & Conditions** – the terms and conditions under which the Seller agrees to do business with the Hirer.
- **Vehicle** – the Kidz Bus.
- **Staff** – the bus driver or any persons that are employed or contracted by Kidz Bus.

TERMS & CONDITIONS

Kidz Bus will supply a service to the Hirer and the Hirer will pay for the services in accordance with the Terms & Conditions. The Hirer must accept the Terms & Conditions. Any change to the Terms & Conditions will be put in writing by the Seller to the Hirer. It is the responsibility of the Hirer to translate the Terms & Conditions of the Seller to all members of the group to make sure all Terms & Conditions are being adhered to.

Booking and Payment

A booking is made when the Seller is in receipt of the signed Booking Form and when the deposit (£50) has been cleared in the Seller's account.

The Booking Form must be completed accurately and clearly and returned to the Seller with the deposit within seven days of receipt by the Hirer. Failure to do so will result in cancellation of the reserved date and time.

Once Kidz Bus has received the Booking Form from the Hirer, the booking will be confirmed in writing together with details of the balance payment. Payments by cheque must be received at least 14 days before the booking date. After a deposit has been correctly received, the Hirer may pay the outstanding balance by cash to the Kidz Bus driver at the beginning of the hire.

Travel

The Vehicle will normally arrive at the address given on the Booking Form at the time confirmed. If there is no room to allow the Vehicle 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 Seller will not be responsible for any delay in reaching any venue due to road works, traffic chaos or highway hazard, no refund will be given. However, if the Seller is unable to attend due to extreme weather condition, mechanical breakdown and other uncontrollable circumstances, the Seller will refund any monies received from the Hirer or an alternative date booked.

Hirer

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

The Hirer will also be responsible to any damage caused to the interior of the Vehicle as a result of incitement.

The Hirer must ensure that the group / children / guests do not behave in such a way that puts safety of others at risk or causes damage to the Vehicle.

The Hirer must ensure that no food or drink is consumed on the Vehicle.

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

Chewing gum is forbidden at all times.

No animals are allowed on Kidz Bus at any time.

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

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 no equipment belonging to Kidz Bus is removed from the Vehicle at any time.

The Hirer must make himself or herself known to the Driver.

The Hirer must ensure outdoor footwear is removed when entering the Vehicle and that socks are worn at all times. Storage is available on the Vehicle for footwear.

The Hirer must ensure that all members of the group have access to a toilet and hand washing facilities.

The Hirer must ensure there are two adults on the Vehicle at all times who are representing the party and that they are responsible for the supervision, safety and wellbeing of children during the party. Additional adults must be provided for toilet duties and supervision of children outside the Vehicle.

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.

The Hirer is not permitted to cancel this agreement except with the written consent of the Seller. Cancellation terms are as follows: 14 days before the party – full refund.

Within 14 days no refund will be due, however Kidz Bus will allow the Hirer credit for another party time convenient to both parties within three months of the original party date.

Seller

If any member of Staff sees members of the group jeopardising the safety of others or the Vehicle, they will be entitled to remove them from the Vehicle and no refund will be due.

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

The Seller's liability (other than death or personal injury resulting from the Seller'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 the Seller; or (c) in any other way 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 & Conditions is limited to the cost of the booking.

The Seller may in its discretion suspend or terminate the supply of any services if the Hirer fails to make payment when the same is due.

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

If the Seller 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 or other event beyond the reasonable control of the Seller. In such circumstances, the Seller shall give notice to the Hirer where possible, and be released from performance of its obligation hereunder to the extent of supervening impossibility prevents or restricts the Seller's performance.

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