

Big Fun For Little People

Kiddies Playbus

Terms & Conditions

Definitions

- **Hirer** - is the person booking the services of Kiddies Play Bus (KPB) for themselves and all members of a group. The Hirer is the person named on the signed booking form.
- **Seller** – is KPB, subject to Terms & Condition being met.
- **Booking Form**-is the form to be completed, signed and returned by the hirer to the seller to form a legal contract of agreement.
- **Terms & Condition** – is the rules the hirer and seller must adhere to in order for both parties to do business together.
- **Vehicle or Party venue** – this is the KPB itself.
- **Staff** – The bus driver or any persons that are employed or contracted by KPB.
- **Adult** - Persons aged 18 and over, proof may be required, if in doubt.

Terms & Conditions

The contract is between the seller and the hirer; these conditions form the whole agreement between the seller and the hirer and shall not be removed or varied in any way without prior written agreement to the seller.

KPB will supply the service to the hirer and the hirer will pay for the services in accordance with the terms and conditions. Any changes to the terms and condition will be put in writing by the seller to the hirer.

It is the responsibility of the hirer to translate the terms and conditions of the seller to all members of the group to make sure all terms and condition is being adhered to.

Booking and Payment

A booking is made when the seller is in receipt of the signed / online booking form, and when there are cleared funds (50% deposit) in the sellers account

The booking form must be completed accurately and clearly, and returned to the seller with the deposit within 7 days of receipt by the hirer. Failure to do so will result in the

cancellation of the reserved date and time. If the bus is booked less than 30 days before the event, then the hirer is required to make full payment at time of booking.

Upon receipt of the signed / online booking form, the seller will confirm the booking together with an invoice for the balance less deposit (if applicable) to be paid within 14 days prior to the event. If there are no cleared funds (balance) in the seller account within 14 days prior of the event, the seller will cancel the booking and no refund of any monies will be paid. So, if the hirer is paying by cheque, 5 working days must be taken into consideration for the cheque to clear, otherwise the hirer must make the payment via the seller's business bank or pay pal business account.

The seller will accept the following forms of payment:

- Cheque – to be received no later than 14 working days prior the event.
- Cash, directly into the sellers' business bank account.
- Credit or Debit cards, directly into the sellers' pay pal business account.

Travel

The seller will not be responsible for any delay in reaching any venue due to road works, traffic chaos or any highway hazard, no refund will be given. However, if the seller is unable to attend an event due to extreme weather conditions and other uncontrollable circumstances an alternative date will be booked. In the case of a mechanical breakdown, seller will refund all monies to the hirer or an alternative date booked.

Hirer

The hirer must be accompanied by an additional adult to be present on the bus during an event, to supervise the group for the duration of the event. In the absent of the hirer, a designated adult must be in place. Failure to provide an adult to supervise the event will result in the cancellation of the booking; therefore, both adult must make themselves known to the bus driver prior to the group boarding the bus.

The hirer will be responsible for any damaged caused to the vehicle both externally and internally by any member of the hirer's group. The hirer must ensure that all health and safety rules are adhered to by themselves and all members of the group whilst on the bus, and due care is taken at all times.

It is the responsibility of the hirer to ensure that no food or drink is consumed any where in the bus apart from the designated area and meal time. KPB operate a no **smoking, chewing gum** or **animals'** policy at all times.

It is the hirer's responsible to make sure that all jewellery including earrings are removed from all members of the group before entering the bus, the bus driver reserve the right to refuse entrance to anyone refusing to remove their jewellery.

The hirer must ensure that all footwear is removed upon entering the bus, and that socks are worn at all times whilst in the bus.

The hirer must make sure that all members of the group are fit and well before boarding the KPB.

The hirer must make sure that all members of the group have access to a toilet and hand wash facilities though hand wipes will be provided.

Seller

Safety is paramount to the seller's business; therefore the seller employs the hirer to adhere to all safety measures whilst on the bus.

If a member of a group is seen to be jeopardizing any safety policy, a member of staff is entitled to remove such person from the bus. No refund is due in such instances.

The seller will not be responsible for any loss, damage, inconvenience, injury or death arising from any accident, breakdown or delay attributable to reasons beyond the control of the seller.

It is the responsibility of the hirer to make sure that all valuables are secure on their persons.

The Seller's liability to the Hirer (other than liability for death or personal injury resulting from the Seller's negligence) for any loss or damage of any nature: (a) arising from any breach of the Terms and Conditions; or (b) any negligence, breach of statutory or other duty on the part of the Seller; 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.

These conditions are subject to English law and the hirer consents to the exclusive jurisdiction of the English courts in all matters regarding the services.

Event

The seller requests that no one exit the bus during an event except in the instance when the lavatory is needed.

It is the responsibility of the hirer to make sure that no one approaches the bus before the engine is switched off and the bus driver opens the doors. At which point all members of the group must board in an orderly fashion.

The seller requires at least two parking spaces for the bus and would appreciate due vigilance with this so as to avoid obstructing other traffic.

It is the responsibility of the hirer to get prior permission for parking where necessary, however, if the bus is moved on by a member of authority, the seller will require the bus to be vacated and no refund will be given. If the bus acquires a parking ticket during an event, it is the hirer's responsibility to make these payments to the seller.

Cancellation Policy

The seller request for all cancellation to be in writing and the following fees apply:

- Full refund due within 7 days of receipt deposit
- No refund due after 7 days of receipt of deposit

In the instance where the booking is made less than 30 days prior to the event – no refund will be due.

