

The Big Red Party Bus

Terms & Conditions

Introduction

It is essential for both us The Big Red Party Bus and you (the person hiring the bus) to understand what is expected from each other. For the purpose of this document the following interpretations apply:

HIRER	This is the person who hires the bus. The Hirer is the person named on the booking form.
SELLER	Is us, The Big Red Party Bus (The BRPB) we agree to sell the services of The BRPB to the Hirer subject to all the Terms and Conditions.
BOOKING FORM	Is the document that is filled in by you – the Hirer in order to make a booking with The BRPB. It is a legal Document.
TERMS AND CONDS	Terms and Conditions are the terms under which the Seller agrees to do business with the Hirer.
VEHICLE	Means: The Big Red Party Bus or any other vehicle the seller may choose to use to provide the service to the Seller.
STAFF	Means: The driver or party host employed by The Big Red Party Bus.

TERMS AND CONDITIONS

The BRPB will supply a service to the Hirer and the Hirer will pay for the services in accordance with the terms and conditions. The Hirer accepts the terms and conditions.

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

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

A booking is made and a contract formed when The BRPB receives a booking form from the Hirer along with a deposit and that booking is confirmed by us to the Hirer.

The deposits are non-refundable.

The booking form must be filled in correctly and supplied to us within a reasonable time before the booking date.

Once The BRPB has received the booking form from you we will confirm your booking along with an invoice for the balance payment, which must be paid at least 14 days before the booking date.

You, the Hirer, agree to indemnify the Seller in full against all loss, cost, damages, charges and expenses incurred by The BRPB as a result of a cancellation by you.

If you do not pay us the balance by the due date, we The BRPB will be entitled to regard the booking as cancelled and no refund will be payable.

OPERATIONS

3.1 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, you should arrange another suitable venue in advance, should gain permission and pay any fee that is due for the vehicle to park in this venue.

3.2 If on arrival the driver of The BRPB judges the parking to be unsuitable or inadequate their decision is final.

3.3 The BRPB will not take responsibility for any delay in reaching any venue due to road works, traffic chaos or any other highway hazard, but if time allows will try and stay for the time paid for, but will not otherwise be responsible for any loss, costs, charges or expenses incurred by the Hirer as a result. When the bus is booked for a party, it is for a period of 2 hours unless otherwise pre-arranged.

HIRER

4.1 The Hirer will be responsible for any damage caused to the vehicle by any member\guest of the Hirer's Group.

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

4.3 The Hirer has to ensure that you and your group\children\guests do not behave in such a way that puts safety to others at risk, or damage the bus.

- 4.4 The Hirer will be responsible at all times for the welfare of all persons attending the party whether inside or outside The BRPB.
- 4.5 You may not eat or drink on the bus except in the designated area which is upstairs. Under no circumstances may there be any smoking on the bus.
- 4.6 The Hirer must provide two responsible adults to supervise the children on both decks and assist children with the toilet and monitor the exit door at all times.
- 4.7 No Animals are allowed on the bus at any time.
- 4.8 The Hirer is responsible to ensure that everyone in their party wears suitable clothing
- 4.9 The Hirer must ensure that all necklaces, chains and any other jewellery are removed from all party members before playing.
- 4.10 The Hirer must leave the bus in a clean and tidy condition to the satisfaction of the driver.
- 4.11 The Hirer must look after the equipment and ensure that nothing is removed from the play bus at any time.
- 4.12 The Hirer must make themselves known to the driver on the day of booking.
- 4.13 The Hirer must ensure and is responsible for ensuring that all outdoor footwear is removed when entering the bus.
- 4.14 The Hirer must ensure there is adult supervision at all times

SELLER

- 5.1 Safety is our paramount concern, therefore if any of our staff see members of your group\guests\children jeopardizing our safety policy they will be entitled to remove them from the bus and no refund will be due.
- 5.2 The BRPB does not accept responsibility for any loss, damage, inconvenience, injury or death arising from any accident, breakdown or delay attributable to reasons beyond our control and it is the responsibility of the Hirer to arrange appropriate insurance for the group/children/guests.
- 5.3 Anyone behaving in a careless or irresponsible manner which might cause an accident will be suspended.
- 5.4 The BRPB cannot be responsible for any valuables.
- 5.5 The BRPB asks that no members enter the bus until requested to do so.

COMPLAINTS

- 6.1 All complaints are taken very seriously but must be put in writing to The BRPB.

MISCELLANEOUS

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

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 is limited to the cost of the booking.

The Seller may in its discretion suspend or terminate the supply of any Services if the Buyer fails to make payment when the same is due, or defaults in any of its obligations under the contract with the Seller, or the Seller bona fide believes that any of the aforesaid events may occur.

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 less deposit. Within 14 days no refund will be due; however we will allow the Hirer a credit to have the party another time within 3 months of the original party date.

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

These Conditions form the whole agreement between the Seller and the Hirer 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, 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 obligations hereunder to the extent supervening impossibility prevents or restricts the Sellers performance.

These Conditions are subject to English Law and the Buyer consents to the exclusive jurisdiction of the English courts in all matters regarding the Services.

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