

Purpose

To raise awareness of potential hazards from moving around the coach while it is in motion.



Hazards and risks
Slips, trips and falls.
Cuts, bruises and broken limbs.
Burns/scolds from hot drinks and food.



Golden rule if standing or walking through the coach.
Always maintain three points of contact i.e. Feet spaced apart for balance and at least one hand holding onto available handles or seat backs, use your body as a brace against seats if needed.

Be safe

Coach travel is one of the safest methods of transport available, please help us to prevent injury and harm by following this guidance and not putting yourself at risk unnecessarily.

Remember moving vehicles can change direction and speed unexpectedly so always use the golden rule.



Food and drink



Coaches are equipped with hot drinks machines, caution should be taken to maintain the three points of contact when making drinks and returning to seats. Ideally drinks should only be made while the coach is stationary and distributed using a tray designed to carry hot drinks cups.

On vehicles equipped with cooking facilities they should only be used by experienced personnel preferably while the vehicle is stationary, distribution of hot food must be carried out maintaining three points of contact and no more than one item at a time.

When moving through a moving vehicle with hot drinks or food try to be aware of developing road conditions by keeping an eye on the road ahead. Always try to serve hot refreshments when risk is lowest i.e. motorways, dual carriageways and general open roads.

Dos and don'ts

of coach travel



Do

Remain seated at all times whilst the coach is in motion and wait until the vehicle has come to a complete standstill before leaving your seat.

Wear your seatbelt at all times whilst the coach is in motion

Be aware that the vehicle may have to stop suddenly.

Maintain three points of contact.

Be aware of others moving about the vehicle close to you.

Listen for passenger announcements on safety and vehicle stopping points.

Use handrails or seats for stability when moving about within the vehicle.

Be prepared for sudden changes of direction.

Stow luggage safely in the overhead lockers/racks



Don't

Walk about in a moving coach unless it is absolutely unavoidable.

Stand up in aisles to chat or stretch legs.

Distract the driver.

Pull door/window handles unless in an emergency.

Push call/stop buttons without good reason as it distracts the driver.



clarkes
OF LONDON

Introduction

This code of practice is designed to ensure that all disabled customers are offered a common high standard of service when travelling with The Kings Ferry.

This code is designed for use within The Kings Ferry and sets out our commitment to disabled customers and the roles and responsibilities of the company, its employees, customers and partners in meeting those needs.

Who does the code of practice apply to?

Our code applies to all disabled customers, including:

- Wheelchair users
- Blind or partially sighted customers
- Deaf or hard of hearing customers
- Customers with learning disabilities
- Customers with mobility difficulties

Our commitment to you - What we can do

- When hiring a vehicle and you know you have a passenger that may need assistance, it is your responsibility to tell us 48 hours before you intend to travel what it is you require. We will advise you what assistance we can provide at each stage of your journey where we are able to provide our own staff. The more information we have about your requirements, the better prepared we will be to meet your needs when you travel with us.
- While we are not able to reserve specific seats, on our coaches, the front seats in the coach could be reserved with a request from the customer. Seats are subject to availability.
- Our drivers will assist with the loading and unloading of customers' luggage in the coach, but may need assistance with items over 20kgs.
- If you need assistance getting on or off a coach, advise us when you confirm your booking by way of the acceptance form. Every effort will be made to provide this assistance in a timely and comfortable manner.
- We will accept lightweight manual wheelchairs, subject to them being capable of being stowed in the luggage hold of the coach. We regret that we are unable to accept manual wheelchairs that are more than 20kgs in weight.
- We do have vehicles specifically designed to carry one passenger travelling in their wheel chair in the main coach cabin, however the vehicle is specifically designed to carry a reference wheelchair. You will need to ensure that your wheel chair complies with the dimension set out in Diagram A below and is a type that is capable of being secured, to ensure correct and safe carriage. In the event that your wheelchair exceeds the dimensions or we are unable to restrain the chair safely, you will be unable to travel in this way.
- The wheelchair lift has a safe working load of 300kgs. This is to include the wheelchair and occupant plus an assistant. Over this weight will mean the wheelchair and occupant will be refused travel.
- Any passenger travelling in a vulnerable seat or seating position will be required to wear the seat belt supplied and any seat restraint mechanism must be securely and correctly fitted. The company will retain the right to refuse travel to any passenger seated in these positions that refuse to wear a seat belt. For clarity a vulnerable seating position is a seat or position at the front of the vehicle or any seat or position immediately facing a gangway, aisle or stairwell.

- We will accept small mobility scooters and powered wheelchairs for travel subject to the following:-

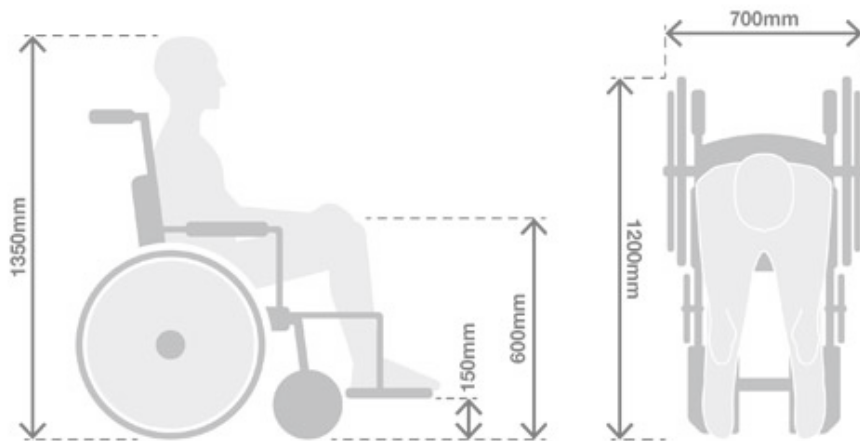
The scooter or powered wheelchair will break down into separate parts each weighing no more than 20kgs.

The disabled customer is accompanied at the point of departure and arrival by a companion who is able to dismantle and reassemble the powered wheelchair/scooter to enable stowage in the coach.

The powered wheelchair/scooter is operated by dry cell batteries only.

- We will accept officially trained and approved assistance animals when accompanying its owner or user. We regret that no other animals will be carried.
- We will allow customers who require them to carry personal oxygen supplies in hand held bottles.(2kg)
- We will advise you if you make a request that we cannot fulfil.
- If your pre-booked arrangements have not met your expectations and you notify us, we will investigate and report back to you.
- We welcome feedback and comments from disabled customers about how we can improve our service to you.

In meeting these commitments, we will take into account the Disability Discrimination Act 1995 as it applies to coach operations.



Our commitment to you - What we cannot do

- Our staff are not permitted to assist customers with their eating or personal hygiene. Health and safety considerations mean we cannot lift or carry you, and cannot provide medical services such as giving injections. If a medical condition requires others to provide this type of care, you should travel with a companion who can assist you during your journey.
- Our drivers and staff are unable to provide personal care services at coach stations or during the journey.
- Our drivers and staff are unable to dismantle or reassemble mobility scooters or powered wheelchairs that have been approved for travel.

Our own staff and Drivers will not be expected to:

- Lift or carry customers on and off coaches or take any other action that may put their own health, safety or welfare at risk.
- Provide personal care to customers that are waiting to travel, during the coach journey or on arrival at destination.
- Provide any form of medical services, such as giving injections.
- Dismantle or reassemble powered wheelchairs or mobility scooters that have been approved for travel.

Our Drivers will be expected to:

- Recognize and offer reasonable assistance, wherever possible, to disabled customers and those customers with additional needs.
- Be flexible, polite and respectful in their response to requests for assistance.
- When possible, carry a disabled customers' luggage to/from the departure/pickup point.
- Ensure that, when possible, the disabled customer is offered a seat in the priority seating area at the front of the coach.
- Help customers with learning disabilities or those with visual impairments, who need assistance.
- Assist blind and partially sighted customers by reading leaflets and provide appropriate assistance to them to gain access to and from coaches.
- Keep other drivers or staff informed of the specific requirements of the disabled customer and ensure they provide appropriate assistance.
- Attend any disability awareness training provided by the company.
- Be aware of and make use of any equipment/aids provided by the company to assist disabled customers.

Clarkes of London – Terms and Conditions for Private Hire

1. Applications

These conditions apply whether a contract has been made verbally or in writing. The hirer acts on behalf of all the passengers traveling on the vehicles. If the hirer is a company, group, or partnership, an individual must be named as a responsible person. The hirer is responsible for the actions and decisions of all the passengers on board including any additional costs incurred in performing the contract, whether or not they actually travel with the party. The company will only accept instructions from the hirer. If the hirer is not going to travel with the party, a representative must be chosen, and the company informed prior to the hire taking place.

2. Quotations

Quotations are given on the basis of the most direct route and on information provided by the hirer, allowing stops to be made at suitable points to serve the comfort of the passengers and to satisfy legal requirements regarding breaks and rest for drivers. The route used will be at the discretion of the company unless it has been particularly specified by the hirer, in writing, in which case it will be clearly shown on the confirmation. Quotations are valid for 14 days unless otherwise notified and bookings can only be accepted subject to availability at the time the bookings are made. Quotations are given for coach and driver only. Any additional charges will be separately identified and will be the hirer's responsibility unless otherwise specified.

Once the hirer has reviewed the Quotation, the hirer will be prompted to review and accept these conditions at which point a contract for the provision of booking services and the hire of vehicles shall be formed and the booking fee shall become payable. For the purposes of this agreement the booking fee shall mean the fee, calculated at 20% of the hire price, in consideration of the company providing the following:

1. A detailed itinerary including driver plan
2. Pick-up and drop off locations (confirmation of a suitable location based on hirer requirement)
3. The routes following route risk assessments and reviews to ensure no access restrictions
4. Vehicle details including vehicle facilities (eg wi-fi, toilet, tables etc)
5. Operator information following engineering and safety checks (the hirer has the right to reject the proposed operator and request an alternative)
6. Journey timings including any required stops to comply with driver legal rest periods
7. A named point of contact who will be available to assist with any query regarding the hire
8. The Customer Charter (which includes contingency management – in the event of a service failure we will identify a suitable alternative delivery solution to ensure that the hire is fulfilled to the required standard)

3. Use of Vehicle

The hirer cannot assume use of the vehicle between outward and return journeys, nor to remain at the destinations for the hirer's use unless this has been agreed with the company in advance. Please note that even a small variation in the hire details can involve a significant increase of cost. Examples of this would include the need to send out a relief driver in order to comply with drivers' work limits, or the securing of another vehicle and driver if a late return affected other work to which your coach and driver was assigned.

4. Passenger Safety

The hirer must make sure that every passenger traveling is aware of our Safety Advice. If you are going to appoint a passenger to move around the vehicle whilst it will be in motion, then you need to request a copy of our Risk Assessment before your hire. In the event you require a wheelchair accessible vehicle, please make sure you are familiar with our Code of Practice.

5. Route and Time Variation

The company reserves the right to levy additional charges for additional mileage or time than that agreed. The charges will be pro rata and in accordance with the formula advised on the booking confirmation. The vehicle will depart at times agreed by the hirer, and it is the responsibility of the hirer to account for all 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.

5. Special terms & conditions relating to Covid19 Safety

5.1 In order to help ensure the safety of our customers and staff, You must until further notice whenever travelling on a vehicle you have booked with us:

- 5.1.1 wear a face covering when travelling on our vehicles.
- 5.1.2 keep two metres apart from other customers where possible when queuing for the vehicle and/or follow seat allocations and instructions from our staff on maintaining social distancing; and
- 5.1.3 stay in your chosen seat for the entire journey and only use the toilet when it is unavoidable.

5.2 You may be refused entry on-board the vehicle if you do not have an appropriate face covering, or you may be asked to leave the vehicle if you persistently fail to comply with these rules. Please note that you shall not be entitled to a refund if you do not have and/or fail to wear the face covering as directed following Government advice.

5.3 Prior to boarding the vehicle, the driver or another member of staff may take your temperature remotely to ascertain if you are demonstrating a symptom of Covid-19. We shall not record or retain this data. The driver may refuse you travel if you (A) provide a temperature reading of 38C or higher; or (b) refuse to have your temperature taken.

5.4 Please note that clauses 5.1 to 5.2 shall not apply to those who have a physical or mental disability which would impact on or prevent those individuals from complying with such measures. We would advise you to make your travel consultant aware of this before you journey; so that they can make the driver aware that you will be travelling without a face covering.

5.5 If you already wear a face-covering for religious purposes, provided it covers your mouth and nose, you will not be required to wear any additional protective coverings.

5.6 Please note that the requirement to wear a face covering shall not apply to children below the age of three.

6. Route and Time Variation

The company reserves the right to levy additional charges for additional mileage or time than that agreed. The charges will be pro rata and in accordance with the formula advised on the booking confirmation. The vehicle will depart at times agreed by the hirer, and it is the responsibility of the hirer to account for all 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.

7. Drivers' Hours

Law regulates the hours of operation for the driver, and the hirer accepts the responsibility of ensuring the hire keeps to the hours and times agreed by the Company. Neither the hirer nor any passenger shall delay or otherwise interrupt the journey in such a way that the driver is at risk of breaching regulations relating to driving hours and duty time. If any breach is likely to occur, the hirer will be responsible for any additional costs incurred unless it is outside the

control of the hirer. Any additional costs will be as in condition 4.

8. Seating Capacity

The company will, at the time of booking, agree and specify the legal seating capacity of the vehicle to be supplied. The hirer must not load the vehicle beyond this capacity.

9. Vehicle Facilities

The company will, at the time of booking, agree and specify the facilities on board the vehicle that you are hiring. These facilities will also be detailed on your confirmation. It is the hirers' responsibility to check the details and inform the company if they are not correct. Whilst the company will Endeavour to ensure that all facilities are in working order on every vehicle, if a breakdown should occur with any of the facilities i.e. fridge, video, PA system, toilet and coffee machine, the company's liability is limited to £20.00 per facility.

10. Conveyance of Animals

On a private hire, no animals (other than guide dogs and hearing dogs notified to the company in Advance) may be carried on any vehicle without prior written agreement from the company.

11. Confirmation

Normally, written confirmation by the company is the only basis for the acceptance of a hiring or for a subsequent alteration to its terms.

12. Payment

The hirer is responsible to pay the booking fee and hire price in line with payment terms agreed.

Credit Customers

Customers who have agreed credit terms will be invoiced for the booking fee and the remainder of the hire price on the first date of travel. Payment is due within 30 days of the invoice date.

Non-Credit Customers

Customers who are not signed up to credit terms will be required to pay for the booking fee within 7 days of acceptance of the quotation and final payment for the remainder of the hire price will be required 30 days prior to the first date of travel.

For those hires where the first date of travel is within 30 days of booking, payment is to be made as follows:

- 8-30 Days – Full payment of hire price (including booking fee) within 3 working days of booking
- 2-7 Days – Full Payment of hire price (including booking fee) within 24 hours of booking
- 1 day or on the day – Fully payment of the hire price (including booking fee) immediately.

If you fail to make due payments we are entitled to either terminate the contract or to take legal action to enforce payment. The company reserves the right to add interest at the rate of 2% compound interest per calendar month, after the date by which payment should have been made.

13. Cancellation by Hirer

a. If the hirer wishes to cancel any agreement, they are liable to forfeit the booking fee paid and to make further payments up to the following percentage of the hire price.

DAYS PRIOR TO CANCELLATION CHARGE:

- 8 days or more the booking fee only
- 6-7 days 25%
- 3-5 days 35%
- 2 days 50%
- 1 day 75%
- Arrival of coach at departure 100%

b. The cost of accommodation, meals and theatre tickets, which have already been purchased by the company at the request of the hirer, plus any administration charges, incurred by the company.

c. Cancellation due to inclement weather conditions will be charged as above.

d. Theatre tickets or other such ancillary service once purchased are not returnable and must be paid for in full.

14. Cancellation by the Company

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 (including adverse weather and road 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.

15. Vehicle to be provided

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 price. The company reserves the right to substitute another vehicle (including those of other operators) or ancillary facilities for all or part of the hiring subject to such substitutes being of a least equivalent quality.

16. Breakdown and Delays

The company gives its advice on journey times in good faith. However, as a result of breakdown 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.

17. Helicopters

In the unlikely event of having to cancel a flight due to unforeseen reasons of safety, operational concern or inadvertent weather conditions, the company or any 3rd party working directly for the company accepts no liability to any parties.

18. Not used

Clarkes of London – Terms and Conditions for Private Hire

19. Package Travel Regulations

If the hirer organises other elements of a package in addition to the provision of transport, the hirer may be defined as an 'organiser' or a 'retailer' for the purposes of the Package Travel, Package Holidays, and Package Tours Regulations 1992 and as such may be required to comply with the provisions of those Regulations. In this instance, the company cannot accept any liability that may be incurred for losses or damage that it would otherwise accept under the terms of those Regulations. The hirer accepts responsibility for ensuring whether they are so defined, and the company cannot accept liability for loss or damage incurred that should have been the responsibility of the hirer if the hirer was the legally defined organiser or retailer. Where the company acts as an organiser or retailer, it will issue separate conditions of trading relating to its liabilities and responsibilities under the Regulations.

20. Passengers' Property

All vehicles hired by the company are subject to restrictions on carrying luggage for statutory safety reasons. Any coach that is overloaded, whether with passengers or their possessions, is likely to be stopped by the police and not allowed to proceed until it is within the legal limits. To avoid the inconvenience and increased hire costs occasioned by this, the hirer must observe seating capacity limits and any restrictions on the type, size and weights of passengers' luggage, purchases etc advised by us and/or our driver. 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. Whilst we will take all reasonable care with passengers' luggage and other items which passengers may bring on our coach, we do not accept responsibility for any loss or damage caused to these items whilst on the vehicle. Hirers must advise their passengers not to leave any valuables onboard the vehicle when it is left unattended.

Personal insurance of luggage and valuables is strongly recommended. 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. The company will provide details of this legislation on request.

21. Conduct of Passengers

No person or organisation should agree to hire a coach unless they are prepared to accept the obligations involved. As our contract is with you, not with your passengers, we have to insist that you accept responsibility for any damage they might cause to our coach. The driver is responsible for the safety of the vehicle at all times, and as such may remove any passenger whose behaviour prejudices safety or is in breach of the Public Service Vehicle (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990. These regulations set out certain rights and responsibilities on all parties, and full details of these can be obtained from the company on request. The hirer is responsible for any damage caused to the vehicle by any passenger for the duration of the hire. Where the hire is to a sporting event, the hirer should be aware of the legal requirements relating to alcohol, contained in the Sporting Events (Control of Alcohol) Act 1995, and the conditions of entry to race courses as laid down by the Race Course Association Ltd. The company will provide details of these restrictions on request.

22. Complaints

In the event of complaint about the company's services, the hirer should endeavour to seek a solution at the time by seeking assistance from the driver or from the company. If this has not provided a remedy, complaints should be submitted in writing and within 14 days of the termination date of the hire. Acknowledgement of the complaint will be made within 14 days of receipt. All complaints that are received are thoroughly investigated and customers are kept informed at each stage of the investigation. Sometimes the investigations can take time when awaiting a response from Suppliers.

23. Personal Information

All personal details provided to us will remain strictly confidential and are kept on file for a maximum period of 6 years for business reasons. We will never pass your data to another company. We do not store debit/credit card details on file. You have the right to opt out of any communications via email or phone at any time. Should you not interact with us for a period of 3 years, you will be automatically unsubscribed from our mailing database unless previously opted-out.

24. Refreshments and Alcoholic Drinks

Other than on a vehicle fitted expressly for that purpose, food (except confectionery) and drink (including alcoholic beverages) may not be consumed on the vehicle without prior written consent from the company.

25. Surcharges

Once a confirmation has been issued to the hirer, providing there are 30 days prior to the departure date, the company reserves the right to pass on increases in the cost of fuel, in particular due to any rises due to the threat of war. Also any taxes imposed by the Governments of the UK and of other countries to be visited during the journey, together with increases in road tolls and currency fluctuations. No surcharges will be levied within 30 days of departure. On notification of such surcharges, the hirer may cancel the booking subject to the scale of cancellation charges shown in paragraph 10. The liability of the company will be limited to the cost of the hire and any ancillary services supplied.

26. Serving Disabled Customers

We do have vehicles specifically designed to carry one passenger travelling in their wheel chair in the main coach cabin, however the vehicle is specifically designed to carry a reference wheelchair. You will need to ensure that your wheel chair complies with the dimension set out in the diagram above, to ensure correct and safe carriage. It is also essential that it is a model which can be securely restrained within the coach. In the event that your wheelchair exceeds the dimensions or we are unable to restrain the chair safely, you will be unable to travel in this way.

