

DAn Travel Ltd

Conditions of Carriage

1. Application & The "Hirer"

Definitions: The "Company" refers to Dan Travel Ltd. The "Hirer" is the person or organization (e.g., individual, company, school or local council responsible for the booking.

Representation: The Hirer acts on behalf of all passengers. If the Hirer is not traveling, they must nominate a "Lead Passenger" responsible for the group's conduct.

Contracts: For local council school contracts, these conditions sit alongside the Council's "Code of Practice." In the event of a conflict, the Council's contract terms usually prevail.

2. Vehicle Use & Driver Hours

Capacity: We will never carry more passengers than the legal seating capacity of the vehicle.

Driver's Hours: By law, our drivers must take specific breaks. The Hirer must not request changes to the itinerary that would cause the driver to break "Drivers' Hours" regulations.

Route: Unless a specific route is requested in writing, the driver will take the route they deem most suitable.

3. Passenger Conduct & Safety

Seat Belts: It is a legal requirement for all passengers to wear seatbelts where fitted. For school contracts, the driver/escort will monitor this, but the Hirer (or school) remains responsible for student discipline.

Child Seats & Special Requirements: The Company does not supply child seats. If legally required, the Hirer must provide and install suitable child restraint systems. Any special requirements (e.g., wheelchair access) must be communicated at the time of booking.

Behaviour: We reserve the right to refuse carriage to any person who is abusive, intoxicated (for private hire), or whose behaviour endangers the safety of the vehicle and others.

Soiling/Damage: The Hirer is responsible for any damage caused by passengers. A "Soiling Charge" (typically £50–£100) applies for professional cleaning if a vehicle is left in an unacceptable state.

Alcohol/Smoking: Smoking and vaping are strictly prohibited on all vehicles. Alcohol may only be consumed on private hires with prior written consent (and never on journeys to/from designated sporting events).

4. Luggage & Personal Property

Liability: All property is carried at the owner's risk. We do not accept liability for lost or damaged items unless caused by our proven negligence.

Restrictions: Large items (bikes, musical instruments) must be declared at the time of booking to ensure they fit safely in the luggage space/hold/racks.

5. School Contract Specifics (Safeguarding)

DBS Checks: All drivers and escorts on school contracts hold enhanced Disclosure and Barring Service (DBS) certificates.

Drop-off Policy: On school runs, drivers will only drop students at designated points. If a parent/guardian is not present for a primary-age child (where required), the driver will follow the Council's emergency "failed drop" procedure.

Conduct Reporting: Any incidents of bullying or misbehaviour on school transport will be reported to the school and the Council within 24 hours.

6. Cancellations & Payments (Private Hire)

- If the Hirer cancels the booking, the following scale of charges will apply to the total hire fee:
 - **Fourteen days or more:** Deposit only
 - **Seven to thirteen days:** 50% of the total hire cost
 - **Two to six days:** 75% of the total hire cost
 - **Less than forty-eight hours:** 100% of the total hire cost

7. Delays & Force Majeure:

The Company is not liable for delays caused by circumstances beyond its control, such as traffic congestion, road closures, adverse weather, or other force majeure events. The Company will make reasonable efforts to notify the Hirer of any significant delays.

Breakdowns & Substitutions:

In the event of vehicle breakdown or unavailability, the Company reserves the right to substitute an alternative vehicle of similar capacity and standard. If this is not possible, the Company's liability is limited to the hire charge for the affected journey.

8. Lost Property:

Any property found on vehicles will be held for a reasonable period. The Company will make reasonable efforts to contact the owner, but unclaimed items may be disposed of after 28 days.

9. Complaints Procedure:

Any complaints should be submitted in writing within 14 days of the journey. The Company will acknowledge receipt and aim to resolve the matter within a reasonable timeframe.

10. Insurance:

All vehicles are insured in accordance with statutory requirements. The Company's insurance does not cover passenger property, unless loss or damage is due to Company negligence.

13. Data Protection:

The Company complies with relevant data protection laws. Personal information provided by the Hirer will be used solely for the purposes of fulfilling the booking and will not be shared with third parties except as required by law.

These Terms and Conditions are governed by the laws of England and Wales. Any disputes arising shall be subject to the exclusive jurisdiction of the courts of England and Wales.