

COACH CONTRACT – TERMS & CONDITIONS

THIS AGREEMENT is made between The Kings Ferry Limited, trading as Connections, whose registered office is at National Express House, Birmingham Coach Station, Mill Lane, Digbeth, Birmingham B5 6DD (the Company)

And:

(the Coach Operator)

IT IS HEREBY AGREED AS FOLLOWS: -

Definitions and Interpretation

In this Agreement, the following expressions and words shall have the following meanings unless the context otherwise requires:-

Agreement	These Terms and Conditions along with appendices 1 (Minimum Standards for Approved Service Providers to Connections), 2 (Coach Operator Contact Information) & 3 Audit Procedures for Approved Service Providers to Connections
All times	Shall be construed as references to all times any services are or are to be provided by or on behalf of the Coach Operator.
Client(s)	The Company's clients or any of them for whom any Hire(s) is provided or to be provided.
Coach Operator	The Person responsible for providing the Hire(s).
Company	The Kings Ferry Ltd / Connections
Driver(s)	This shall include all individuals used in connection with any hire. Without prejudice to the Coach Operator's general obligations to perform all hires using its own coaches and drivers, such individuals include, but are not limited to, suppliers, sub-contractors, agents and employees of the Coach Operator.
Person(s)	Shall include bodies corporate and unincorporate, associations, firms and partnerships. Words in this Agreement denoting the singular shall include the plural, words denoting any gender shall include any other gender and references to clauses, sub-clauses, and schedules are, unless otherwise stated, to clauses and sub-clauses of and schedules to this Agreement.
Hire(s)	This means all services provided or to be provided by or on behalf of the Coach Operator for the Company and/or the Company's clients including, for the avoidance of doubt, any excursions or journeys operated at the request of the Company's clients and any feeder service(s).

1. General

- 1.1 Subject to these terms and conditions, the Coach Operator shall provide the Company with coach(es), driver(s) and other personnel and perform the hires as required by the Company and more particularly detailed in the individual requisitions sent by the Company to the Coach Operator or otherwise agreed by the parties in writing.
- 1.2 Final details of the hire will be sent out to the Coach Operator prior to the departure date. If the Coach Operator has any issues of concern regarding the hire and/or itinerary which need to be discussed with the Company this must be done on receipt of the documents and before departure.
- 1.3 The terms and conditions set out in this Agreement shall apply exclusively to all hires under the Connections contract.
- 1.4 The Coach operator shall also comply with the requirements of of the tender process

2. Prices and Payment

- 2.1 Payment shall be made to the Coach Operator by the Company on the 15th of each month, for work carried out and correctly invoiced up until the last day of the previous month subject to the following conditions:-
 - (i) The Company shall be entitled to deduct from any payment due to the Coach Operator any sums claimed by the Company from the Coach Operator under the terms of this Agreement or any other agreement between the parties or on any other basis whatsoever.
 - (ii) All invoices must be accompanied by any relevant documentation as may be requested by the Company.
 - (iii) All invoices must be strictly calculated on the basis and at the rates agreed with the Company. To avoid delay in paying the invoice, a detailed breakdown should be provided by the Coach Operator with each invoice, including the booking reference, number of days, daily rate, and any other information as requested by the Company.
 - (iv) An administration charge of 5% will be deducted from the final invoice by way of a debit note.
 - (v) Invoices shall only be submitted to the Company after the end of the hire to which the invoice relates and within 14 days of the end of the hire.
 - (vi) In the event of any dispute in respect of any invoice, the Company shall be entitled to withhold the sum in question until the dispute is settled.
- 2.2 Prices agreed by the Company for any hire(s) cover all services and expenses relating to the hire(s) in question. For the avoidance of doubt, this includes the provision of feeder driver(s) if required and all road, tunnel and bridge tolls and charges, local ferries, parking charges, drivers accommodation and all ancillary costs and taxes unless otherwise agreed by the Company in writing or specified in this Agreement.

3. Coach Operator

The Coach Operator hereby confirms and agrees that:-

- 3.1 he shall ensure that all drivers used on the Company's hires will understand and comply with Drivers' Hours Regulations.
- 3.2 he will instruct the drivers to give a Safety Induction Speech as provided by The Company to the group before departure. If the main hire driver takes over from a feeder driver he shall check with the group leader if they have been given the Safety Induction Speech and if not he shall give the speech to the group before continuing the journey.
- 3.3 he shall instruct his drivers not to use a mobile phone whilst driving.
- 3.4 he shall endeavor to comply with their request if a Client requests a specific driver for their hire.
- 3.5 he shall complete, sign and return a booking confirmation within one working day of receipt. If a reply is not received within one working day the Company reserves the right to allocate the hire to another Coach Operator.
- 3.6 he shall be responsible for obtaining and displaying the appropriate documentation relevant to the areas to be visited during the course of a hire including any visas that may be required by the driver(s).
- 3.7 he will provide, at the request of the company, a route to the destination in advance clearly indicating the routes through which he will route the vehicle in order for the Clients to obtain any necessary passes/visas etc.

4. Coach Requirements

4.1 The Coach Operator hereby confirms and agrees that:-

- (i) unless otherwise agreed in writing by the Company, all coaches used for hires shall be owned by or leased to the Coach Operator.
- (ii) all services contracted by the Company shall be performed with all due skill, care and diligence.
- (iii) at all times all coaches shall display current PCV licences and have valid MOT test certificates and all other documentation and facilities as required by applicable national, local, trade and other laws.
- (iv) all coaches shall be and remain throughout all hires of a good standard, mechanically sound, clean and in full working order in all respects which for the avoidance of doubt and not by way of limitation shall include, where relevant, all facilities such as videos, public address system, fridge, microphone, toilets, washbasins, air conditioning, heating and drinks facilities. Should a breakdown occur with any of the facilities the Coach Operator shall be responsible for all necessary repairs at its own cost. In the event of repairs

not being affected within such time allowed by the Company the Coach Operator shall provide a replacement coach or, by agreement with the Company, penalty charges of £30 per facility per day will be deducted from any payment due to The Coach Operator.

- (v) all articles of lost property recovered from the vehicle will be forwarded to the Company without delay and will be subject to the current Public Service Vehicle (Lost Property) Regulations.
- (vi) coaches contracted shall satisfy the minimum specifications/have the facilities as detailed on the booking confirmation.
- (vii) all coaches shall be equipped with all spares and tools appropriate to the hire being undertaken.
- (viii) all coaches shall prominently display any stickers or other markings supplied by the Company at all times during any hire or journey in the place(s) and manner approved by the Company. If a Coach Operator fails to display the stickers or markings a fine of £10 per day will be levied.
- (ix) all reasonable steps shall be taken to ensure all smoking restrictions on coaches are observed at all times including any period(s). The Coach Operator shall in particular ensure no driver(s) or other person(s) provided by the Coach Operator breaches such restrictions.
- (x) all coaches shall prominently display a notice excluding the Coach Operator and Company's liability for loss and/or damage to any items(s) left on the coach.

4.2 If any coach fails to meet the minimum requirements set out in clauses 4.1 and all subclauses to 4.1, the Company shall be entitled to insist on a replacement vehicle. Without prejudice to the right to a replacement vehicle and the provisions of clause 14, the Company shall further be entitled to a reduction in the price otherwise payable for the hire(s) in question if the coach which performed the hire(s) does not meet with the said minimum requirements.

5. Driver Requirements

5.1 The Coach Operator hereby confirms and agrees that:-

- (i) unless otherwise agreed in writing by the Company, all drivers and other persons provided by the Coach Operator shall be employed by the Coach Operator.
- (ii) all drivers and other persons provided by the Coach Operator shall be appropriately qualified, experienced and capable of competently performing the work for which they are provided and that all drivers shall at all times hold a current PCV driving licence appropriate for the class of vehicle they are driving.
- (iii) where appropriate drivers are responsible for carrying appropriate funds and/or cards for the payment of parking fees, road tolls, and any other relevant costs.
- (iv) drivers shall not use mobile phones whilst driving.

- (v) drivers shall not drink alcohol whilst on duty. Whilst off duty if a driver(s) does drink alcohol he shall do so in moderation and in no circumstances shall he drink alcohol in a quantity that may impair his driving during the following duty period. Drivers must ensure that at any time a sufficient period of time is allowed to ensure that the time between the last alcoholic drink and the start of duty, is sufficient to ensure legal compliance in regard to blood alcohol levels
- (vi) all drivers shall be responsible for knowing what procedures to follow in the event of a breakdown or an accident.
- (vii) all drivers taking a group abroad shall have had previous experience of driving a coach on the European mainland unless driving as second driver under the guidance of an experienced driver.
- (viii) drivers are responsible for route-planning. The driver shall study the itinerary before the start of the hire and preplan his routes for each hire.
- (ix) drivers shall be provided with all necessary maps, itineraries, telephone numbers, monies and any other documentation required for the hire in question.
- (x) the Coach Operator will advise their drivers that the Client has hired the services of the coach and driver and is in charge of the hire and it's participants. Should circumstances dictate that the Client needs to adapt the itinerary the driver shall be flexible to the Client's needs subject to Drivers' Hours Regulations.
- (xi) drivers shall not be entitled to alter or amend the itinerary without the consent and approval of the Company. As all detailed itineraries shall have been checked by the Coach Operator prior to commencement of the hire, should a driver consider part of an itinerary to be a breach of Drivers' Hours Regulations he shall refer this to the Coach Operator before making any changes.
- (xii) subject to complying with all applicable legislation, on all double manned hires and journeys, drivers shall ensure that they take different rest days.
- (xiii) all drivers and other persons provided by the Coach Operator shall at all times be neatly and smartly dressed, polite and helpful towards the Company's clients and employees. In the event of any problems or disputes the driver should remain neutral and report the matter either to the Company or the Coach Operator as relevant. In the case of a serious dispute or emergency the driver shall inform the Company.
- (xiv) drivers shall be responsible for maintaining the coach in a clean and tidy condition at all times during the period of the hire..
- (xv) drivers and other persons provided by the Coach Operator shall not accept responsibility for or otherwise agree, directly or indirectly, to take care of any item(s) belonging to the Company's clients.
- (xvi) all drivers provided for hires for children's groups shall be especially suitable for working with children and, where specified, they will have been vetted and cleared for work by the Criminal Records Bureau.

(xvii) all drivers shall ensure that no-one travels on any coach other than driver(s) and other person(s) provided by the Coach Operator for the performance of the hire as expressly agreed by the Company in addition to the Company's clients. In particular, the driver's relatives and/or friends shall not be permitted to travel on any coach without the written permission of the Company.

(xviii) all drivers will observe all applicable speed limits.

5.2 The Coach Operator confirms that it will fully advise all drivers and other persons provided by it of their own and where relevant the Coach Operator's obligations and responsibilities under this Agreement and that they will fully comply with them.

6. Arrival at pick up points

6.1 except where expressly agreed to the contrary, all coaches shall arrive at pick up points not less than 15 minutes prior to the scheduled departure time. The Coach Operator shall advise the Client of any actual or anticipated delay in arrival at the pick up point or in the journey as soon as practically possible.

7. Documentation

7.1 the Coach Operator shall supply the Company with copies of all tachographs, work records and other documentation reasonably requested by the Company within seven days of the date of any such request.

8. Client Complaints

8.1 The Coach Operator and all drivers shall deal sympathetically, politely and efficiently with all requests and complaints made by any of the Company's clients or employees. The Coach Operator shall further render such prompt assistance as the Company's clients may reasonably require without cost to the Company unless agreed in writing in advance by the Company. All complaints shall be notified to the Company as soon as practically possible and the Coach Operator shall assist the Company in reaching a resolution of the same where they relate to any hire(s). The Coach Operator has no authority however, to bind the Company and shall ensure it does not do or say anything to prejudice the Company's position in any respect.

8.2 The Coach Operator will acknowledge and formally responded to complaints, written or otherwise, within 2 working days of receipt.

8.3 Where requested to do so, the Coach Operator shall provide all assistance the Company may reasonably require to enable the Company to deal with complaints or other problems of the Company's clients. Such assistance shall include the prompt provision of reports and witness statements and making employees and other staff available to attend Court. Where the Coach Operator fails to comply with any reasonable request for assistance without good reason, the indemnity set out in clause 15 hereof shall apply.

9. Damage by Passengers

- 9.1 The Coach Operator shall inform the Company as soon as is reasonably practicable of any damage, loss and/or expenses of any nature caused by any of its clients, in writing and with relevant photographic evidence. Neither the Coach Operator nor its employees shall approach the Client directly in this regard.

10. Passenger Details

- 10.1 The names, addresses and all other details of persons, bodies and organisations carried by the Coach Operator on the Company's behalf are the exclusive property of the Company. The Coach Operator shall make no use whatsoever of nor disclose any such names, addresses or other details to any third party without the Company's prior consent in writing.

11. Breakdown and Accident

- 11.1 The Coach Operator shall at all times have in place arrangements for national and/or international breakdown and accident assistance. Details of the same shall be provided on request by the Company. If the Company is not satisfied with the said arrangements, it is entitled to insist that the Coach Operator makes alternative arrangements.
- 11.2 In the event of breakdown or accident, the Coach Operator shall be responsible for all necessary repairs to the vehicle at its own cost. In the event of repairs not being effected or a replacement coach not being provided within such time allowed by the Company or on the Company reasonably concluding that the Coach Operator will not be able to comply with any such time limits, the Company shall itself be entitled (but not obliged) to arrange for a replacement coach. All expenses, damages, costs (including legal costs) losses and other sums of whatever nature incurred or arising as a result of the breakdown or accident (including by way of example and not by way of limitation the costs of repair, providing a replacement coach {whether arranged by the Coach Operator or the Company}, providing accommodation and meals for clients and any compensation paid to clients) shall be the sole responsibility of the Coach Operator who shall indemnify the Company in relation to the same.
- 11.3 The Coach Operator shall immediately inform The Company in the event of an accident or breakdown. The Coach Operator shall also inform The Company of the steps taken to ensure either repairs or replacement vehicle are to be supplied with all expediency.

12. Sub-Contracting and Cancellation by the Coach Operator

- 12.1 All bookings shall be performed by the Coach Operator and the Coach Operator may not sub-contract assign or transfer any booking to any other person, firm or company except with the Company's express prior agreement in writing. The Coach Operator shall remain personally responsible and liable for the proper performance of all hires even where the performance of any hire is sub-contracted, assigned or transferred with the Company's express consent in writing. Where the performance of any hire(s) is sub-contracted, assigned or transferred with the Company's consent, the Coach Operator shall ensure that the persons performing the hire(s) agree to these terms and conditions in writing as a condition of the hire(s) being sub-contracted, assigned or transferred to them and

is also in possession of all hire documentation required to conform with the Minimum Standards for Approved Service Providers. In this situation, these terms and conditions shall be deemed amended so that references to the Coach Operator shall include such persons.

- 12.2 Once a booking has been accepted and confirmed, it may not be rejected or cancelled by the Coach Operator. In the event of the coach designated for the hire not being available it is the responsibility of the Coach Operator to find a replacement vehicle of similar standard which is acceptable to the Company. In the event of the Coach Operator cancelling or rejecting any confirmed booking in breach of this clause, the Coach Operator shall be responsible for and hereby agrees to indemnify the Company in respect of all additional costs, expenses, losses and other sums of whatever nature incurred by the Company as a result. Any cancellation by the coach operator must be sent in writing and accepted by The Kings Ferry writing.

13. Compliance with Legislation

- 13.1 The Coach Operator shall ensure that at all times it fully complies with all applicable national, local, trade and other laws, regulations, rules and codes of practice (including any directly applicable EU legislation) which affect the performance of this Agreement and/or any hire(s) in any way including by way of example and not by way of limitation those relating to driver's hours and standards of vehicle safety. The Coach Operator shall produce all applicable certificates, licences and other documentation confirming compliance with this clause to the Company on demand.

14. Indemnity

- 14.1 The Coach Operator hereby agrees to indemnify the Company against and in respect of the full amount of all claims, liabilities, demands, damages, fines, expenses, losses, costs (including legal costs) and all other sums of whatever nature which the Company incurs, suffers or becomes responsible for as a result, directly or indirectly, of any breach of this Agreement and/or any other agreement between the parties by the Coach Operator and/or any act and/or default of the Coach Operator and/or any person(s) provided (directly or indirectly) by the Coach Operator (including suppliers, sub contractors and agents of the Coach Operator).

15. Insurance

- 15.1 The Coach Operator shall at all times maintain (at its own cost) an insurance policy or policies to cover-
- (i) all risks arising from the performance of this Agreement and/or any services for or on behalf of the Company including by way of example and not by way of limitation, cover for death, personal injury and illness (including legal costs) and loss and damage to property of any of the Company's clients, employees, agents and representatives arising from any act(s) and/or default(s) of the Coach Operator and/or any person(s) provided (directly or indirectly) by the Coach Operator (including suppliers, sub-contractors and agents of the Coach Operator) and/or any use of services provided under this Agreement or any other agreement between the parties in a sum which would

be appropriate if any and all proceedings in relation to any claim were brought within the United Kingdom and not less than £5,000,000 per any one occurrence.

(ii) medical and repatriation expenses for all drivers and other persons provided (directly or indirectly) by the Coach Operator (including suppliers, sub-contractors and agents of the Coach Operator) and

(iii) the full amount of all sums which may become payable under clause 15.

15.2 The Coach Operator shall provide a copy of the above mentioned insurance policy(ies) together with the up to date schedule(s) and receipt(s) for the current premium(s) to the Company or its representative on demand. The Coach Operator shall keep the Company informed of all changes and developments which may affect the said insurance policy(ies). If reasonably required by the Company, the Coach Operator shall increase the amount of any insurance cover and/or extend the risks covered. The Company shall not, however, be obliged to check the nature and extent of the Coach Operator's insurance cover.

16. Cancellation/Termination

16.1 The Company shall be entitled to cancel any confirmed booking(s) without penalty, charge or liability on the understanding that the Company shall make all reasonable efforts to replace the cancelled booking(s) with a suitable alternative but not necessarily on similar dates.

16.2 The Company shall be entitled to terminate this Agreement and/or cancel any confirmed bookings without incurring any penalty, charge or liability whatsoever with immediate effect on giving notice in writing to the Coach Operator in the event of the Coach Operator breaching this Agreement or any other agreement between the parties and failing to remedy the said breach within such period of time as the Company may reasonably require.

16.3 The Company shall be entitled to terminate this Agreement and/or cancel any confirmed bookings without incurring any penalty, charge or liability whatsoever with immediate effect on giving notice in writing to the Coach Operator in the event of the Coach Operator failing an Approved Service Provider to Connections audit carried out by a member of the Company's staff or representative and failing to remedy the said failure within such period of time as the Company may reasonably require.

16.4 The Company shall be entitled to terminate this Agreement and cancel any confirmed bookings immediately on giving written notice to the Coach Operator on the happening of any of the following events:-

(i) on an order being made or an effective resolution being passed for the administration or winding up of either party other than for the purposes of re-organisation, re-construction or amalgamation only without insolvency or on either party entering into a binding legal arrangement to pay its creditors less than the full amount due to them.

(ii) on either party becoming bankrupt or insolvent or having a receiving order made against it.

(iii) on either party suspending, ceasing or threatening to suspend to cease to

carry on its business other than for the purpose of re-organisation, re-construction or amalgamation only without insolvency or being unable to pay its debts as they fall due or on the appointment of an administrative or other receiver.

(iv) a Coach Operator either accepting a direct booking from a Client or approaching a Client to entice them to book direct.

16.5 For the avoidance of doubt termination and/or cancellation pursuant to this clause shall not prejudice or otherwise affect the rights and obligations of the parties which have accrued prior to such termination and/or cancellation.

17. Force Majeure

17.1 In the event of circumstances amounting to "force majeure" as defined in this Agreement occurring, the Company shall be entitled at any time (including during any hire) to immediately cancel any confirmed booking and/or require the Coach Operator to curtail, deviate from or otherwise change any itinerary and/or route or otherwise. The Coach Operator shall only be entitled to receive payment in respect of any hire or such part of any hire as is actually performed.

17.2 For the purposes of this Agreement, circumstances amounting to "force majeure" shall include, war, threat of war, riot, civil strife, industrial dispute, natural or nuclear disaster, fire, epidemics, bad weather, terrorist activity, governmental action, acts of God and all similar events outside the Company's control which prevent or seriously impede the Company from carrying out its scheduled programme or which, in the opinion of the Company, may prejudice the safety, comfort or enjoyment of its clients.

18. Confidentiality

18.1 The Coach Operator shall maintain confidentiality with regard to the terms of this Agreement.

19. Change of Ownership or Management

19.1 The Coach Operator shall notify the Company if it intends transferring ownership or management in whole or part and shall where applicable and with the Company's prior consent transfer its obligations under this Agreement to the new owner. The Company shall be entitled to terminate this Agreement and/or cancel any confirmed bookings without incurring any penalty, charge or liability whatsoever with immediate effect on giving notice in writing to the Coach Operator in the event of any significant change in the ownership or management of the Coach Operator being unacceptable to the Company.

20. Notices

20.1 Any notice given under this Agreement shall be deemed to have been properly given if delivered by hand or sent by prepaid first class post or facsimile (followed by notice by post) to the party concerned at its last known address. It shall be deemed served at the moment of delivery if delivered by hand or sent by facsimile and 48 hours from the time of posting if sent by post.

21. Severability

21.1 If any provision of this Agreement is held to be invalid or void for any purpose, it shall for that purpose be deemed to be omitted from this Agreement. Such omission shall not affect or prejudice the validity, effectiveness or enforceability of the rest of the provisions of this Agreement.

22. Waiver

22.1 The rights of the Company under this Agreement shall not be prejudiced or restricted by any indulgence or forbearance extended to the Coach Operator and no waiver of any breach operates as a waiver of any subsequent breach.

23. Headings

23.1 The headings in this Agreement are for reference purposes only and do not form part of the Agreement. They shall not affect the interpretation of this Agreement and are not to be deemed to be an indication of the meaning of the clause to which they relate.

24. Proper Law and Jurisdiction

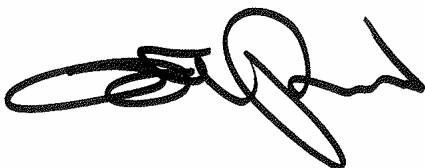
24.1 This Agreement and all matters arising out of it shall be construed and governed according to English Law. The parties agree that any dispute(s) they may have will be exclusively dealt with by the Courts of England and Wales.

25. Variation

25.1 No variation of the terms of this Agreement shall be effective unless it is in writing and signed by each of the parties or some duly authorised person on their behalf.

26. Inconsistency

26.1 In the event of any conflict or inconsistency between the provisions of these terms and conditions and those set out in any attached schedule(s), the relevant provision(s) of the attached schedule(s) shall prevail.



PLEASE SIGN ABOVE

Signed by an authorised representative of the Company who warrants that he/she has the power and authority to enter into this agreement.

Signed by an authorised representative of the Coach Operator who warrants that he/she has the power and authority to enter into this agreement.

Full Name: D P Elford

Full Name:

Position: Commercial Director

Position:

Company: The Kings Ferry Ltd

Company:

Date: Treat as Date Received.

Date:

COACH CONTRACT - APPENDIX 1

MINIMUM STANDARDS FOR APPROVED SERVICE PROVIDERS TO CONNECTIONS

The Operator will

- ◆ Comply fully with and provide copies of all necessary documentation regarding Public Liability & Employers Liability Insurance, Vehicle insurances, Operators Licence, Drivers' Hours Regulations, Standards of vehicle safety etc
- ◆ Have an appointed person within the organisation responsible for all Health & Safety issues
- ◆ Have a comprehensive Health & Safety Policy available for inspection
- ◆ Ensure Drivers Licences are checked on a regular basis and ensure at all times the Driver has a current valid licence for the class of vehicle being driven
- ◆ Provide a 24 hour emergency contact telephone number for a company contact who has authority for decision making or ready access to a person who does
- ◆ Operate from an identifiable operating base
- ◆ Comply with the Complaint Handling Procedures as detailed in the Coach Contract Terms & Conditions
- ◆ At all times have in place arrangements for breakdown and accident assistance
- ◆ Advise all drivers and other persons of their own and, where relevant, the Operator's, obligations and responsibilities under the terms of the contract and ensure that they fully comply with them
- ◆ Have a readily identifiable Audit Trail for the management of Drivers Hours Regulations enabling compliance to be readily demonstrated and reported upon.

The Driver will

- ◆ Present himself in a neat and tidy state, in full company uniform (if applicable) and carry out all work in a professional manner
- ◆ Be provided with all necessary maps, itineraries, telephone numbers, monies and any other documents required by the Operator to allow him to carry out the hire to the highest standard
- ◆ Keep the coach in a clean and tidy condition throughout the hire
- ◆ Inform passengers of the on board safety procedures before departure on every hire

The coach will

- ◆ Be subject to a rigorous preventative maintenance programme to maximise reliability and safety
- ◆ Be presented in a clean and safe condition and be fitted with seat belts
- ◆ Be equipped with mobile communications
- ◆ Satisfy the minimum specifications of the class of vehicle hired
- ◆ Provide all specified facilities in full working order throughout the hire
- ◆ Display any signage provided for the hire in the place and manner advised by The Kings Ferry

COACH CONTRACT - APPENDIX 2

COACH OPERATOR CONTACT INFORMATION

Operator:

Address:

Town:

County:

Postcode:

Tel:
Fax:
email:
Website:

Contact Name: 1

Position:

Contact Name: 2

Position:

Contact Name: 3

Position:

24-HOUR EMERGENCY TELEPHONE NUMBER(S)

Emergency No: 1

Name:

Emergency No: 2

Name:

Emergency No: 3

Name:

DOCUMENTATION

Operators Licence No:

Expiry Date:

Cont

UK

Certificate of Insurance (Vehicles) Policy No:

Expiry Date:

Public Liability No:

Expiry Date:

European Community Licence No:

Expiry Date:

(copies must be enclosed of all the above)

Please return this form completed along with copies of all requested documents.

COACH CONTRACT - APPENDIX 3

Audit Procedures for Approved Service Providers to Connections

It is a requirement of the Coach Contract for Approved Service Providers to Connections that regular Audits are successfully undertaken to ensure compliance with the Minimum Standards and Coach Contract.

All Audit visits will be pre-booked at a mutually convenient time.

Our Auditor will require to see documentary evidence for some points and he may want to take copies of documents away.

The Auditor will want to view a representative selection of vehicles so please advise at the time of making the appointment if there may be no suitable vehicles available.

The Auditor may also wish to discuss underlying systems with relevant staff including supervisors, engineering and administration staff, and drivers.

Operators are required to achieve 100% compliance with the requirements either at the Audit or within a time agreed by the Auditor on the day.

For each Audit point the minimum standard is detailed over, along with suitable means of verification.

Automatic fail items are marked ✘

If the Operator is a member of The Guild of British Coach Operators or Coach Marque please indicate below and return this sheet.

Guild of British Coach Operators

Coach Marque

I confirm that _____ (name of Operator) is a member of the above organisation and as such complies with the minimum standards set by this organisation and additional requirements of the Connections Coach Contract and associated Minimum Standards.

I confirm that _____ (name of Operator) is not a member of the above organisation but complies fully with all requirements of the Connections Coach Contract and associated Minimum Standards.

Signed:

Print Name:

Date:

Operator Standard	Means of Verification
Has comprehensive Health & Safety Policy and appointed responsible person x	Auditor to view policy including named responsible person
Driver licences are checked on a regular basis (minimum annually) & drivers have current valid licence for class of vehicles driven x	Operator to produce register in use or copy licences
24 hour Emergency Contact details are up to date	Operator to confirm names and numbers as provided are current
Effective Breakdown & Accident Assistance arrangements are in place	Operator to produce evidence of Drivers 24 hour emergency Contact Number & documented procedures for breakdown and accidents or Auditor to be allowed to meet and question relevant members of staff
Drivers are informed of the Operator's obligations under the contract and required to comply with them	Operator to provide documented instructions and procedures and/or Auditor to be allowed to meet and question relevant members of staff
Coaches are presented in a clean and safe condition, fitted with seatbelts and mobile communications and satisfy the minimum specification of the vehicle hired	Operator to produce written instructions in place to ensure this AND Auditor to view a representative sample of vehicles
Complaints are handled within the procedures detailed in the Coach Contract Terms & Conditions	Auditor to review any complaints received from Connections contract and view evidence of procedures to meet complaint handling deadlines
Full compliance with all Drivers Hours/Tachograph legislation x	Operator to produce written procedures and evidence of checks undertaken in the previous 12 months and training records or evidence of training for Drivers and supervisory staff
Vehicles subject to rigorous maintenance programme and provide all specified facilities in full working order throughout the hire x	Auditor to view random selection of inspection records, daily walk round checks and defect reporting system