



POLICY DOCUMENT

Delay & Breakdown Policy

1. Introduction

Albatross Bus & Coaches Ltd (“the Company”) recognises that delays and vehicle breakdowns are operational risks inherent within coach hire services. The Company adopts a risk-based approach to minimise disruption, maintain service continuity and ensure the safety of passengers, employees and the public at all times.

All actions taken under this policy are in line with the Health and Safety at Work etc. Act 1974 and the Management of Health and Safety at Work Regulations 1999.

2. Purpose

The purpose of this policy is to establish clear procedures and responsibilities in the event of delays or breakdowns, ensuring that safety is prioritised, risks are controlled and operational impacts are effectively managed.

3. Scope

This policy applies to all services operated by the Company, including private hire, group travel, school transport, airport transfers, and contracted journeys.

4. Journey Planning and Delays

All journey times provided by the Company are estimates based on reasonable planning and prevailing conditions at the time of booking. While every effort is made to operate services in accordance with agreed schedules, the Company does not guarantee arrival or completion of any journey at a specific time.

Delays may occur due to factors outside the Company’s reasonable control, including but not limited to traffic congestion, roadworks, diversions, adverse weather conditions, accidents or other unforeseen circumstances.

Passengers and hirers are expected to allow sufficient time when planning journeys, particularly where attendance at time critical events is required.

5. Breakdown Management Procedures

In the event of a vehicle breakdown, immediate action will be taken to ensure the safety of passengers and minimise disruption.

The driver is required to:

- Stop the vehicle in a safe and lawful manner
- Assess the situation and ensure passengers are not exposed to risk
- Inform the Company's operations team without delay
- Follow emergency procedures where necessary

The Company will, where reasonably practicable:

- Arrange a replacement vehicle within the shortest possible time
- Provide alternative transport arrangements
- Maintain communication with the hirer regarding progress and expected delays

6. Passenger Safety During Disruption

The safety of passengers remains the Company's primary obligation. Passengers must comply with all instructions provided by the driver during any delay or breakdown situation. This may include remaining seated, relocating to a safe area or evacuating the vehicle where necessary.

All actions taken will be consistent with the Company's health and safety obligations and emergency procedures.

7. Alternative Transport and Service Continuity

Where operational disruption occurs, the Company reserves the right to:

- Substitute the booked vehicle with an alternative vehicle of similar or higher standard
- Engage third party operators to complete the journey
- Amend travel arrangements where necessary to ensure continuity of service

Such measures will be implemented with the aim of minimising disruption while maintaining safety and compliance.

8. Liability and Limitations

The Company shall exercise reasonable care and skill in the provision of its services. However, it shall not be liable for delays or failure to perform where such events arise from circumstances beyond its reasonable control.

The Company shall not be liable for:

- Losses arising from delays, including missed connections, events or appointments
- Indirect or consequential losses
- Delays caused by external factors such as traffic, weather or third party incidents

Nothing within this policy excludes or limits liability where it would be unlawful to do so under applicable UK law.

9. Hirer Responsibilities

The hirer is responsible for ensuring that sufficient time is allowed for the journey and that all travel arrangements take into account potential delays.

The hirer must also ensure that passengers comply with instructions provided by the driver to support safe and efficient operation of the service.

10. Liability, Indemnity and Force Majeure

- I. The Company shall exercise reasonable care and skill in the provision of its services. Any liability of the Company shall be limited to the extent permitted by law and shall only arise where it is established through appropriate legal or arbitration processes that the Company has failed to meet its obligations.
- II. Except in respect of death or personal injury resulting from the Company's proven negligence, the Company shall not be liable for any loss, damage, delay or inconvenience arising from the provision of its services, whether under contract, negligence or otherwise, to the fullest extent permitted by law.
- III. The provision of services by the Company is governed by the laws of England and Wales. By entering into a contract with the Company, the hirer agrees that such laws shall apply to the interpretation and enforcement of all contractual obligations.
- IV. The Company shall not be liable for any failure or delay in performance arising from events beyond its reasonable control, including but not limited to acts of God, severe weather conditions, natural disasters, industrial action, government restrictions or other force majeure events.
- V. The Company shall not be liable for indirect or consequential losses, including but not limited to missed events, loss of business or additional expenses incurred due to delays or breakdowns.

11. Alignment with Risk Assessment

This policy reflects the control measures identified within the Company's Risk Assessment, including:

- Managing operational risks associated with vehicle breakdown
- Ensuring business continuity in the event of disruption
- Protecting passengers during unforeseen incidents
- Maintaining effective communication and response procedures

12. Policy Review and Approval

This policy will be reviewed annually or in response to significant changes in legal, regulatory or operational requirements. The Operation Manager is responsible for maintaining and updating the document.

Approved by

Managing Director: _____

Signature: _____

Approval Date: 15 April 2026

