

HOME TO SCHOOL TRANSPORT 2021 - 2022

TERMS & CONDITIONS

These terms and conditions ("**Conditions**") apply to the Services provided by Bennetts Coaches Limited, a limited company registered in England and Wales (company number 7313076) whose registered office is at 5 Pullman Court, Great Western Road, Gloucester, England, GL1 3ND (referred to as "**Bennetts Coaches**" or "**we**" or "**us**") to the Customer.

Please read the following Conditions before you make an Application through our Website. These Conditions apply to all Services we provide and making an Application through the Website will be deemed as conclusive acceptance of these Conditions.

These Conditions are subject to your rights as a consumer under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("**CC (ICAC)**") and the Consumer Rights Act 2015 ("**CRA**").

1. BENNETTS COACHES AGREEMENT

In these terms:

"**Annual Bus Pass**" means a bus pass sold by us to you, covering travel on a specified route for the duration of the entire academic school year.

"**Application**" means an application for an Annual Bus Pass or Discounted Annual Bus Pass.

"**Contract**" means the contract between Bennetts Coaches and the Customer for the Services in accordance with the Order Confirmation and these Conditions.

"**Customer**" means the individual submitting the Application and providing payment for the Annual Bus Pass.

"**Home to School Transport**" means the transport service provided to Customers by Bennetts Coaches under these Conditions.

"**Order Confirmation**" means as defined in clause 1.12 below.

"**Services**" means the Home to School Transport services and ancillary services provided to Customers by Bennetts Coaches under these Conditions.

"**Website**" means our website at www.bennettscoaches.co.uk.

"**you**" or "**your**" means the Customer.

1.1 Our Commitment

Bennetts Coaches is committed to providing daily Home to School Transport for specific schools in Gloucestershire. That service requires understanding on our part to provide routes which are reliable in operation and beneficial to the user. A revenue generating bus service should always be capable of promoting what must essentially be a commercially viable interest for the operator to sustain operational safety standards and provide a quality arrangement that parents have a right to expect for their children.

1.2 Applications

ALL Applications for Annual Bus Passes will be dealt with on a first come, first served basis. This also applies to students renewing their Annual Bus Pass who, in previous years, may have had priority over new Applications. You **must** submit a renewal Application as we do not operate an automatic renewal system.

1.3 Bus Stop

We will transport your child to and from school from the bus stop selected on your completed Application form. We cannot accommodate different pick up and drop off points and are unable to guarantee your child travels with friends, unless they request the same stop. We advise students to be at their selected bus stop at least 5 minutes prior to the time stated on the timetable.

1.4 Route

The route each bus takes will be determined by the bus stops requested and the numbers of children requesting those stops. Once routes are finalised, your child will be able to board/alight the bus using their Annual Bus Pass at any stop on their route that falls within the same pricing bracket. Your child must only travel on the route they have an Annual Bus Pass for. Your child's Annual Bus Pass will not be valid for travel on any other route.

1.5 Route & Timings

Please note that we reserve the right to make adjustments to routes and timings at all times to ensure arrival at school in time for the beginning of the day and to accommodate as many children as possible with their transport to and from school. This may mean your child will be required to travel at a different time and/or on a different route to a previous time/route allocated to your child, however, their bus stop will remain unchanged.

1.6 Payment Deposit

A £105.00 non-refundable deposit will be payable at the time you apply on-line for your child's Annual Bus Pass. This payment forms part of the overall total cost of the bus pass and is payable in addition to all other payments due. The deposit paid at the time of applying is **non-refundable** and will not be refunded if the Contract is subsequently cancelled by you after the initial 14 day Cancellation Period.

1.7 Payment Options

In addition to the £105.00 non-refundable deposit payable at the time of application, we will also require one of the following:

- **A one off payment** for an Annual Bus Pass payable on 1st August 2021.
- **A one off payment** for Year 11 students only for a discounted Annual Bus Pass payable on 1st August 2021.
- **Nine monthly payments** for an Annual Bus Pass. The first payment is due on 1st August 2021 and all subsequent payments will be due on the 1st of every month to 1st April 2022 inclusive.

We do not offer an option to pay weekly or termly.

1.8 Payment

Payments will be automatically deducted when due from the debit/credit card details given at the time of Application. The payments are not set up as a Standing Order from your bank account as we are able to rely on "Continuous Payment Authority" to process any recurring transactions where monies may be due. Where we have processed your payment successfully using your credit or debit card details, we can process any future payments via the recurring transaction authority. All payments will be automatically processed using the on-line payment application Stripe. It is expected that parents/guardians will ensure sufficient funds are available for the payment of the school bus pass on the date due and the card details given remain valid. Once set up, you can log in to your account to change your card details if required.

If payment fails, the system will attempt an automatic re-try 12 hours later. If that payment fails, you will be notified accordingly and an attempt to take payment will occur again within 3 days. If the third attempt fails, you will receive notification that you are now required to make a manual payment to us within 3 days of the date of this notification. If that payment is not received within 3 days your son/daughter's bus pass will be withdrawn.

If your payment is not received by us in accordance with this clause 1.8, you shall still be liable for the total amount due for the Annual Bus Pass under the Contract and we reserve the right to charge interest on any outstanding balance for an Annual Bus Pass at a rate of 4% above the annual base rate of the Bank of England from time to time.

1.9 Year 11 Students

A discounted payment option is available for students commencing Year 11 in September 2021 as we are aware many students will be on study leave from May 2021. Year 11 students can continue to use their discounted Annual Bus Pass for the school bus as required until the end of the academic year. We may require evidence of the student's date of birth to be presented when purchasing a discounted Annual Bus Pass.

1.10 Sixth Form Students

If your child wishes to enter Sixth Form, but their place is grade dependent, you may decide to apply for an Annual Bus Pass before GCSE results day. If your child ultimately attends a different Sixth Form to the one you originally booked transport for, we will, where possible, transfer your booking to that service/school if vehicle capacity allows. If, however, your child does not take up their Sixth Form place and you cancel their Annual Bus Pass application, **the £105 non-refundable deposit paid when you applied for the Annual Bus Pass will not be refunded.**

1.11 Single Fares

Single fares are not available on any of our school services.

1.12 Confirmation of place

Once your Application has been completed and the £105 deposit has been paid, you will receive email confirmation that your Application has been completed and your child has been granted an Annual Bus Pass and allocated a place on the school bus ("**Order Confirmation**"). Applications are not completed or confirmed if the deposit payment fails.

1.13 Oversubscription/Waiting Lists

We anticipate reaching full capacity on many of our routes each year. Once Applications are received by us, it can take several weeks to collate the information and produce route timetables. Please be assured we do our very best to accommodate all Applications, however, we are unable to predict from year to year which areas may be oversubscribed. You will be contacted by us as soon as we are aware that we are unable to offer your child a place on the bus. At that time, your child can be added to our waiting list as places can become available at a very late stage once GCSE results are known (19th August 2021).

1.14 Days of Operation

Our vehicles will operate on school term dates only at the times advised by us. If any school chooses to close early (e.g. at the end of term or for open evening preparation) we cannot guarantee that we will be able to pick students up at the earlier finish time.

1.15 Service PA 1

School bus service PA 1 will operate to the Pate's Grammar School term dates and timetable requirements only. If your child uses PA 1 for either Sir Thomas Rich's School or Denmark Road High School, we will where possible give you advance notice of term dates and early finish times for Pate's. Parents should, however, also check via the Pate's School website their operational days. Bennetts Coaches will not be held liable for any additional travelling costs that may be incurred on days when the school bus does not operate.

1.16 Annual Bus Passes

We operate a bus pass system on all our school routes to ensure we do not overload any of our vehicles. Annual Bus Passes will be posted out to all successful applicants, along with the finalised route timetable, around mid-August ready for the Autumn Term to start in September. Upon receipt of the Annual Bus Pass, it is your responsibility to ensure the stop detailed on the Annual Bus Pass is as you requested in your Application. If you believe this to be incorrect, please contact the office immediately on 01452 527809.

Your child must have his/her Annual Bus Pass with them for each journey and Annual Bus Passes must be kept in a presentable condition at all times. Photos of a bus pass taken on a mobile phone will not be accepted as proof of entitlement to travel.

There will be a **£10.00 charge** payable for the replacement of a damaged or defaced bus pass. Bus passes are non-transferable and your child is not permitted to travel on any vehicle other than that stated on his/her Annual Bus Pass. Annual Bus Passes remain the property of Bennetts Coaches at all times.

1.17 Lost Bus Passes

As a company we have taken steps to ensure that no child will be left stranded at a bus stop or at the school if a bus pass has recently been lost. Children who have lost their bus pass can request a form from the driver for a duplicate pass. However, you accept that you will be liable for the duplicate pass fee of **£10.00 for any duplicate passes issued to your child**. The scheme is for **EMERGENCIES** only, abuse of which will not be tolerated and may result in a future Application being refused.

1.18 Re-issue of Annual Bus Passes

Annual Bus Passes may be re-issued at least once throughout the school year at a time determined appropriate by the company.

1.19 Timetables

The finalised route timetable will be posted to you along with your child's Annual Bus Pass in mid-August. We aim to operate bus services to the timetable advertised, however, we cannot be held responsible for journeys that take longer than expected due to factors beyond our control e.g. road traffic accidents, traffic congestion, road works, adverse weather conditions etc.

1.20 Cancellation and Refunds

You have the right to cancel the Contract within 14 days of the date of the Order Confirmation (“**Cancellation Period**”) for any reason. However, if we have started to provide the Services within this Cancellation Period, you must pay us for the Services we have provided up to the date you informed us of your wish to cancel the Contract. Any refunds due for cancellations requested within the Cancellation Period will be made to the Customer within 14 days of the date you informed us of your wish to cancel the Contract.

We reserve the right to cancel the Contract for any reason within 14 days. Any deposit received by us from you will be refunded if we choose to exercise our right to cancel the Contract within this time.

We also reserve the right to cancel the Contract at any time during the school year in the event of any wilful damage caused to our vehicle by your child or any aggressive or abusive behaviour towards our staff from you or your child. Refunds in these instances shall be dealt with on a case by case basis.

Refunds will only be considered for students who have opted to pay the one-off payment for an Annual Bus Pass and who will no longer be attending the school of their travel choice. Refunds will not be given to those who opt to pay for their Annual Bus Pass by nine monthly payments or in respect of the already discounted Year 11 Annual Bus Payment. The £105 non-refundable deposit paid at the time of Application will not be refunded if that Application is subsequently cancelled and this deposit will not form part of any refund calculations made. To stop any future fraudulent use, the Annual Bus Pass must be received by the office before any refund is processed. Any action taken regarding refunds will be at the sole discretion of the management of Bennetts Coaches, and any decision made will be final.

1.21 Wheelchair Accessible Vehicles

If you require a wheelchair accessible vehicle for your child’s transport to school, you must notify us of this at the time of your Application using the tick box option shown.

1.22 Covid-19 and Face Coverings

Whilst travelling on our Home to School Transport service, all students must adhere to the latest Covid-19 legislation and guidance for safe Home to School Transport that is in place.

1.23 Covid-19 School Closures

We regret that we are unable to offer refunds if your child is required to self-isolate and not attend school for any length of time due to a Covid-19 case.

In the event of whole school closures during term time due to government measures to combat Covid-19, we will provide proportionate refunds to account for the days the Services have not been provided under the Contract. This refund amount will be calculated upon the re-opening of the closed school and once the number of days of that school closure has been confirmed. The refund will be made as soon as possible following the re-opening of the school.

If we are still required to provide the Services for the children of key workers during any school closure, we will be unable to provide refunds to any Customers.

1.24 Limitation of Liability

We shall not be liable for:

- (i) losses that were unforeseeable by you or us when the Contract was formed;
- (ii) losses that were not caused by any breach or negligence by us;
- (iii) any loss of profit, revenue or goodwill; or
- (iv) any indirect, special or consequential losses, costs or expenses arising from any breach of the terms of our contract.

Subject to the paragraph below, our total liability to you arising from or in connection with the Services (and whether the liability arises as a result of breach of contract, negligence or otherwise) shall be limited to 50% of the payment received by us from you in connection with the Services.

Nothing in these Conditions shall exclude or limit our liability for;

- (i) death or personal injury caused by negligence;
- (ii) fraudulent misrepresentation; or
- (iii) any other matter which under English law may not be limited or excluded.

1.25 Privacy Notice

Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy which can be viewed here: <https://www.bennettscoaches.co.uk/privacy-policy/>

Our Privacy Policy explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us if you have a query or complaint about the use of your personal information.

1.26 Third Party Rights

No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

1.27 Waiver

No failure or delay by us in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

1.28 Assignment

We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any other operator or third party.

You shall not, without the prior written consent of us, assign, transfer, charge, or deal in any other manner with all or any of your rights or obligations under the Contract.

1.29 Severance

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

1.30 Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

1.31 Governing law and jurisdiction

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

2. PARENT/GUARDIAN AGREEMENT

2.1 Payment

It is expected that all parents/guardians will ensure sufficient funds are available for the payment of the Annual Bus Pass on the date due and that the card details given remain valid. If payment fails, the system will attempt an automatic re-try 12 hours later. If that payment fails, you will be notified accordingly and an attempt to take payment will occur again within 3 days. If the third attempt fails, you will receive notification that you are now required to make a manual payment to us within 3 days. If that payment is not received within 3 days your son/daughter's Annual Bus Pass will be withdrawn.

If your payment is not received by us in accordance with this clause 2.1, we reserve the right to charge interest on any outstanding balance for an Annual Bus Pass at a rate of 4% above the annual base rate of the Bank of England from time to time.

2.2 Parental Support

We expect parents to support our efforts to preserve a worthy standard of behaviour and orderly form of conduct by all students who travel on school transport. Observance of this rule is a fundamental principle by which we transport your child and is central to the idea that you will accept responsibility for the actions of your child.

2.3 Withdrawal of Annual Bus Pass

If our expected standards of behaviour are not met, disregarded or opposed in any way by your child, their Annual Bus Pass will be withdrawn by the driver and a member of the management team will contact the parent/guardian, and school if necessary, to seek a remedy for the situation in hand. Failure of the parent/guardian to accept this obligation could result in the company refusing to continue to transport the offending student. The decision of the company will be binding on all parties to this agreement.

2.4 Code of Conduct

Parents/Guardians and students are informed that the following code of conduct is called for on all our services:

Seatbelts	Where seatbelts are provided for use on a coach these must be worn at all times whilst the vehicle is underway on the public highway. Students must remain seated at all times whilst the vehicle is in motion and not swap seats during the journey.
Bus Passes	Annual Bus Passes must be prepaid and are only valid for the route shown. Students should clearly show the driver their Annual Bus Pass for inspection at the commencement of every journey as proof of the student's right to travel. Photos of a bus pass taken on a mobile phone will not be accepted as proof of entitlement to travel. No Annual Bus Pass may mean travel is refused.

Bus Stops	Students should form an orderly queue at the bus stop prior to the bus arriving. Under no circumstances should they attempt to rush the bus entrance or make any attempt to board the bus before it is fully halted.
Timetables	These are produced as a guide to show the expected time of the service at each stop along the route. The finalised route timetable will be posted with your child's Annual Bus Pass. We aim to operate services to the timetable advertised, however, we cannot be held responsible for journeys that take longer than expected due to factors beyond our control e.g. road traffic accidents, traffic congestion, road works, adverse weather conditions etc. Students are advised to be at the bus stop five minutes prior to times stated .
Covid-19 Guidance	Students must adhere to the latest Covid-19 guidance for safe Home to School Transport that we have in place. We strongly encourage and recommend the wearing of a face covering whilst queuing for, and travelling on, our school services.
Rubbish	Students must take their litter with them before leaving the school bus or place their rubbish in bags if provided.
No Smoking	We operate a No Smoking Policy on all school transport. Infringement of this rule will cause us to seek an immediate exclusion of the offending student.
Bad Language	Swearing by students to other students or bus drivers will not be tolerated . The offence could result in an Annual Bus Pass being withdrawn.
Noise Levels	Excessive noise on a school bus becomes a distraction for drivers. Students must keep noise levels to a minimum for the safety of themselves and other passengers. (e.g. no shouting, no loud music or videos played from mobile phones).
Distraction	Students must not distract Drivers in any way whilst they are driving unless there is an emergency on board the vehicle.
Damage	Wilful damage or disfigurement of any fittings relating to the vehicle will not be tolerated and will result in the right to travel being withdrawn.
CCTV	CCTV may be fitted to our vehicles for added security. If it is deemed necessary by management to aid an investigation or complaint, CCTV footage will be viewed in accordance with our CCTV Procedure. This footage may be shared with the School, Police, DVSA and other authorities as appropriate.
Emergency Exits	Students must not tamper with the emergency exits unless in the case of a genuine emergency. This offence could result in an Annual Bus Pass being withdrawn.