

## Home to School Transport Terms & Conditions

These terms and conditions apply to all privately funded Home to School Transport paid for by parents. Reservations made for school transport will be deemed as acceptance of these Terms & Conditions.

### 1) Pass Application

- Confirmations for Home to School Transport are provided based on the information provided by the parent or guardian such as (but not limited to) the number of seats required, the destination, the boarding location/s, and destination. Whilst we are happy to accommodate alterations whenever possible, changes to any of the above details are subject to availability. Confirmations for Home to School Transport are made subject to a space being available at the time the parent or guardian completes an application. The route the child is allocated to, and the time of travel will be at the discretion of the Company. The company reserve the right to delay an offer of transport or refuse an application, regardless of completion of an application, until they are satisfied that sufficient seats are available after the allocation of entitled and non-entitled children. Full refunds are provided under these circumstances.
- Applications for passes are only accepted by completion of the form on the Home to School page on the company's website, [www.marshallcoaches.co.uk](http://www.marshallcoaches.co.uk)
- Once received an email will be sent illustrating the cost per child for the academic year, including the payment options available.
- Any requests to change payment option selected must be made in writing.
- **The company accepts no liability for applications that have been sent by the company but, have not been received or accepted by the applicant. Applicants are solely responsible for checking their junk mail and spam settings.**
- It is the applicant's responsibility to ensure contact is made to the company within 7 days of applying if an application has been made but no further communication has been received.
- Where transport is not able to be provided on the part of the company, applicants will be placed on a waiting list. Waiting list priority will be judged by the date and time the application was submitted online. A space is not secured until the first payment is received.
- If payment is not received by the stated cutoff date, by the company, the QR code pass will not be issued, and the child will only be able to travel by paying a daily cash fare is paid to the driver.
- Contactless payments are not accepted on any of our school services.

3) **Bus route and timetables**

During the journey, the driver is the sole judge of reasonableness regarding any change of route. The vehicle will depart at the time agreed on the formal timetables. It is not guaranteed that children will join the same bus or route as the previous academic year. Home to School Transport timetables is subject to change at any time and this will be communicated via email from our office to pass holders. We reserve the right to remove any stop listed in the application process if there are insufficient passengers boarding. It is the responsibility of the parent or guardian to arrange transport to the next nearest stop. The Company accept no liability for loss or injury to any student who fails to join the vehicle at the agreed boarding times or if the student chooses to alight at a different stop.

4) **Lost Property:**

The Company will take all reasonable steps to avoid loss or damage to students' personal property. The Company accept no liability for loss and/or damage to passengers' property, personal items or luggage left unattended in the vehicle. All items of lost property when found are labelled and held at the Company Offices and are subject to the current Public Service Vehicle (Lost Property) Regulations. Low value items (such as hats, gloves etc.) will be kept for one month. Higher value items (such as mobile phones, musical instruments etc.) will be kept for three months after which all items are destroyed. If requested, items of lost property can be collected from our depot by prior arrangement during office hours. It is the responsibility of the parent or guardian to ensure that adequate insurance cover is sought to cover loss or damage to the students' items.

5) **Damage and Soiling:**

The parents/guardians are responsible for any damage or soiling caused to the vehicle by their child(ren) during the journey. The CCTV will be checked when an incident is reported. **The parent/guardian of the offending child will be charged a minimum of £100 for damage or soiling. And if the extent of the damage/soiling is such that the vehicle is out of service for an extended period, the Company reserve the right to charge a minimum of £500 per day or part thereof for which the vehicle is out of service.**

6) **Breakdowns and Delays:**

The Company will not be liable for loss or inconvenience caused by breakdown, traffic congestion or other delays outside of our control and no compensation will be provided.

7) **Cancellation by the parent or guardian**

Once transport has begun cancellations must be made in writing and are subject to charges detailed in these Terms and Conditions. In the event of cancellation by the parent or guardian at any time during the academic year the company reserves the right to retain the full year's travel costs. Where a seat can be resold to another student the company will calculate the pro rata amount to be refunded and refund this amount less any administration fees.

8) **Cancellation by the Company**

In the event of any emergency or force majeure or any event over which the Company has no control including weather and road conditions no refund will be provided.

9) **Complaints**

In the event of complaints about the Company's products or services the parent(s)/guardian(s) should write to our Head Office: Marshalls of Sutton on Trent Ltd, 11 Main Street, Sutton on Trent, Newark, NG23 6PF within 14 days. In accordance with our Company Feedback and Complaints Procedure, all complaints are acknowledged within three working days and a full response can be expected within a further ten working days. If we are unable to conclude any investigations within this time, we will ensure the complainant is kept fully informed every five working days. Our Feedback and Complaints Procedure is available on request.

10) **Payment**

The Company reserves the right to refuse the payment option selected by the Parent/Guardian on application where previous agreements have been unfulfilled. Where a Standing Order/Direct Debit payment fails, payment for the outstanding fees must be paid within 48 hours to avoid loss of pass. Where Standing Order/Direct Debits fail on more than one occasion, the parent or guardian will be required to pay the remainder of the year's fees in full by BACS. Failure to pay the required fees will result in the removal of school transport. Any requested deposit or initial payment must be paid within 48 hours of invoice receipt.

Invoice queries must be addressed within 7 days of invoice date and thereafter paid within 24 hours of the company's final resolution on the matter. The Company reserves the right to add interest at the rate of 2% per month above the base lending rate from the date by which payment should have been made. The Company reserve the right to refer unpaid accounts to County Court for judgement. Payment can be accepted by BACS transfer, debit, or credit card. Home to School Transport is zero-rated for the purposes of Value Added Tax (VAT).

**These Terms and Conditions are subject to change without written notice.**

## Student Code of Conduct

- 1) All students must remain seated whilst the vehicle is in motion.
- 2) The Company will not accept liability for any loss or damage incurred by passengers who fail to follow the instructions given by the driver and the school. In the interests of other passengers, no musical instruments, radios, or other audio devices shall be played without the permission of the driver. It is strictly forbidden for any student to carry or consume illegal drugs or carry real or replica weapons on the vehicle.
- 3) **Smoking is illegal on all our school vehicles.** This includes the use of substitute products such as electronic cigarettes (vaping). Any incidents of smoking/vaping that are reported to, or are witnessed by the driver, will be checked from the vehicle onboard CCTV. This information will be passed to the school concerned and a **ban from all school services will be put in place.** (*The ban length will be discussed between the school concerned and Marshalls Coaches*).
- 4) Students must not distract the driver at any time whilst they are driving the vehicle unless there is an emergency.
- 5) Students must not use emergency exits or doors unless instructed to do so or there is a genuine emergency. Students must not stand in front of the driver or on the stairwell. Students must not eat, drink, or leave litter, throw items inside or outside of the bus or cause disruptive or aggressive behaviour towards another passenger or the driver.
- 6) The driver is responsible for the safety of the vehicle and as such may remove, or prevent from boarding, any passenger whose conduct is in breach of the Public Service Vehicle (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990. This includes passengers who are abusive to any person or whose behaviour is otherwise considered by the driver to be unacceptable. The parent(s)/guardian(s) will be responsible for the conduct of the student and for any damage caused to the vehicle by the student during the journey. All damage is reported to the school and the police will be contacted. CCTV images may be recorded for the purpose of crime prevention and passenger safety.
- 7) Students are advised to always carry a paper copy of their bus pass (in addition to electronic ticket on their phone) when travelling on Home to School Transport. Students are not permitted to use their pass on any other route, use another student's pass or allow another student to use their pass. Any abuse of the pass will lead to the bus pass being voided/cancelled.
- 8) Students are expected to arrive at the boarding location before the bus is due. The company advises this be at least 5 minutes before. Parents and guardians are reminded that the times detailed on the official timetable are departure times. Students are expected to wait 20 minutes if the bus is late. All delays are communicated as soon as is reasonably practical via our social media platforms. During inclement weather, parents, guardians, and students are advised to visit our social media sites to see the latest updates on disruptions to Home to School

Transport. The company reserve the right not to serve stops which are considered too dangerous during inclement weather.

- 9) Students are expected to queue sensibly when waiting at their stop, stand away from the edge of the road and get on and off the bus in an orderly way to avoid hurting themselves and others. Students who are required to cross the road after disembarking should do so once the bus has driven way so that they can see other vehicles and can be clearly seen by other road users.
- 10) If the bus breaks down or is involved in an accident, students **must** follow the driver's instructions. Students should stay calm and not leave the area unless given approval by the driver. If a student is unwell or injured during the journey or know someone, who is they should alert the driver when it is safe to do so.
- 11) The company reserve the right to withdraw transport for students who fail to comply with these rules.