



# VIKING TRAVEL



## Bus Pass Terms and Conditions

### Provision of Home to School Transport; Terms and Conditions

You are accepting the below conditions by completing the payment and bus pass application process. Please read through each of the below and raise any questions or queries prior to making your booking.

### Terms & Conditions

(Applicable to all parents/carers/legally responsible persons and students who use the bus service)

### Organisation

Parents acknowledge that the bus service is organised and arranged by Vikingcoaches.com Ltd T/A Viking Travel, and not by the school attended. The service is open to all students attending either their catchment school, or by choice or faith to a school out of their catchment area. All applications will be processed and bus passes allocated on a first-come-first-served basis.

### The basis of Your Agreement with Us

Vikingcoaches.com Ltd T/A Viking Travel agree to carry you on our vehicles solely upon and subject to the terms and conditions set out below and the Code of Conduct & Advice to Parents & Students, also shown below, and any additional terms and conditions which may be amended from time to time.

Together, these terms constitute the entire understanding between you, the passenger and vikingcoaches.com Ltd, and set out your legal rights and obligations and form the basis of our legal contract to you. These Terms and Conditions do not affect your statutory rights.

### Duties of a Parent/Guardian/Responsible Person

If you are the parent, guardian or legally responsible person who purchases a pass or accepts the declaration on behalf of someone else, you undertake that you have the authority to act on behalf of the other person. You also acknowledge that you are responsible for ensuring that the person travelling has read and fully understands these terms and conditions, the code of conduct and any applicable terms and complies with them.

### The Bus Service

We shall make reasonable efforts to provide the service we advertise. However, parents acknowledge the right of the Vikingcoaches.com Ltd T/A Viking Travel to change any aspect of the bus service including timetables, routes, or to discontinue the bus service, giving in each case, such prior notice as is reasonable and practicable. If the service is discontinued, parents will be entitled to any such pro-rata refund of any advance payment as it deems applicable.

We also reserve the right to arrange alternative transport as deemed by us to be appropriate at any time to meet our commercial needs and the need of our passengers without notice.

## **Access to stopping points**

From time to time, some roads may become inaccessible such as flooding. Other factors could include road closures due to roadworks that are either planned or emergency. In any circumstances, if we are prevented from accessing any pickup points, the option for students will be to board at the next nearest pickup point offered on the route. Under no circumstances will additional services be provided. We will give as much notice as possible where we are aware of such issues. No refunds of monies paid for transport will be given.

## **Payment**

Any person entering into this agreement does so upon the understanding that they are committing to payments for the whole of the school year from August of one year to July of the next. Seats on a vehicle are allocated to a student for the full school year and cannot be cancelled except under the strictest of circumstances (see "Cancellations & Refunds").

Parents will be required to pay in advance with an agreed instalment method, by selecting of one of the terms offered. However, even though we provide direct debit payment methods of up to 10 separate payments, upon payment of the first amount, you will become immediately liable to Vikingcoaches.com Ltd for the full price of the pass upon it being issued to you.

You also accept that the monthly instalments do not relate to any particular period of time but are simply contributions in respect of the total annual fee. We reserve the right to recover the full amount upon written notice to you at any time during the school year, such discretion to be exercised reasonably.

From time to time at our discretion, we may refuse to issue a pass and under no circumstances will we issue a pass until all sums owing have been received by us in full as cleared funds. This can also include the payment of monies owed to us for previous school years.

Failure to complete payments for transport fees will result in pupils being excluded from school transport and from making any further transport applications.

**Please note the transport charge is calculated on an annual basis and there will be no reduction for any periods where transport is not required e.g., exam leave or sickness, or for any occasions when due to unforeseen circumstances, transport is not available e.g., snow days, vehicle breakdowns / lateness/enforced school closures due to a lockdown / early finishes/ school closure.**

## **Failure to make payments.**

If payments are not made in accordance with the chosen option, we reserve the right to make an administration charge of £5.00 to reinstate the payments. When late payments exceed 1 calendar month from the date due, the pass will be deemed as cancelled. We reserve the right not to reinstate the pass, but if we do agree to reinstate it, charges will apply.

## **Ad-Hoc Accompanied Travel**

Sometimes students who are not entitled to use the bus may wish to travel on a particular service, perhaps to collaborate on homework or simply to visit on an odd occasion. If this occurs, the pupil concerned can either contact Vikingcoaches.com Ltd T/A Viking Travel to gain permission, which is then granted at our discretion. There will be a charge made for this service.

If the person already travels on another service to the school that is operated Vikingcoaches.com Ltd T/A Viking Travel, there will be no charge, but you will still be required to seek permission prior to travel.

## **Bus Passes**

Bus passes are issued each year upon receipt of payment. All passes are available to use via smartphone or paper bus pass will be acceptable to use the service but must contain the QR code which our device can read upon boarding the bus.

### **Failure to present a pass to the driver.**

It is understood that from time to time, students will mislay rather than lose their pass, these can be re-downloaded from your Shuttle ID account if you are using a paper bus pass or a screenshot of your bus pass can be easily accessed again via Shuttle ID. Bus passes must be shown to the driver on every journey.

### **Passes lost during the college day.**

Any student who loses a pass during the day will still be eligible to travel home in the afternoon. Drivers are issued with a passenger list of eligible students who can travel on that particular route. This will only be allowed on the return journey home and on the return to school the next morning.

### **Cancellations and Refunds**

Cancellations will only be considered under the following circumstances;

§ You move out of the area of any of the services provided to the school.

§ The child changes or leaves the school.

§ The inability of the student to attend school long-term due to medical problems.

All requests must be given in writing to Vikingcoaches.com Ltd and include supplementary evidence to back up the reasons given for the cancellation request. In agreeing to any refund, we will refund the amount that we, in our sole discretion, deem to be reasonable. The price paid for travel includes charges other than the travel element. Refunds are therefore not made on a pro-rata basis to the number of days of travel remaining as at any time, the minimum period of notice required for cancellation is 8 weeks. **No refund will be made for cancellations received after 1st February for any circumstances.**

## **CCTV**

By accepting these Terms and Conditions and/or using our services, you consent to the use of CCTV surveillance being used on our vehicles and to the recording of images to protect the safety of our passengers and our employees, officers, agents and third parties, to prevent and detect crime and to apprehend and prosecute offenders. You therefore consent to the disclosure of any recorded images of your children to the police, other law enforcement agencies, the school, other schools, school authorities, legal representatives, the media (where considered reasonably necessary to identify victims, offenders and/or witness to a possible crime) and/or to any other relevant authorities.

## **Pickups/Drop Offs/Stopping Places**

Parents are responsible for making satisfactory and safe arrangements for delivery and collection of their child to and from the pickup and set down points, such as they would if the pupil were travelling by public transport. A young child must be accompanied to the pickup point and seen onto the bus by an adult or where appropriate by an older pupil or sibling and similar arrangements must apply at the end of the journey.

Buses will only stop for passengers to board and alight at bus stops designated on the timetable or other agreed locations. Pupils should arrive at their bus stop 5 minutes before the bus is due. Buses will only stop if the driver reasonably believes a person at that point is eligible for travel. At all times, intending passengers should indicate

their requirement for the vehicle to stop in a manner recognisable by the driver, such as putting an arm out as would happen at a standard bus stop. Buses will not stop to pick up or drop off if the bus driver reasonably thinks that to do so will present a risk to safety.

It is advised that at times of poor weather conditions, passengers wait at stops along main roads as side roads and some villages may be impassable.

### **Personal Data**

You must notify Vikingcoaches.com Ltd in writing of any changes of your name, address and telephone number, e-mail address, banking details or changes of card (i.e., a replacement). When purchasing a pass from us, we require you to provide us with the personal information requested, including but not limited to your name, contact details and other information.

In providing your personal data to us, you give your consent for us to record and retain it, to use it in all subsequent correspondence between us and you and for us to disclose it to your school, the police and to other parties as we deem appropriate. We reserve the right to disclose anonymous information (by which you cannot be identified) to third parties at any time for any proper purpose.

### **Carriage of personal property**

We will only carry your personal property at our sole discretion. We reserve the right to prohibit articles, which can include, but are not limited to the following:

1 - Food or drinks or other fluids in non-spill proof or open containers (cleaning cost may be payable in the event of spillages).

2 - Articles which we deem unacceptable due to their size, weight, shape or character;

3 - Any items which we consider may cause damage, offence or harm to our employees, vehicles, other passengers and/or third parties and any other items which may be referred to as being prohibited from time to time.

Passengers are solely responsible for the safety and security of their personal possessions and will be liable for any damage or delay caused by it or the passenger to our employees, vehicles, property, to passengers and/or third parties by any personal possessions carried on our vehicles or placed at our premises. We do not accept any liability for any personal possessions, except in respect of damage suffered to such permitted possessions whilst on board one of our vehicles which has been caused by our negligence. In such cases, our liability:

1 - shall be excluded in respect of such items as jewellery, money (or equivalent), bank cards and fragile objects

2 - shall be limited to a total maximum payout of £300 per passenger per annum for all damages, such sum only payable upon us assessing and agreeing the value of the alleged damage.

3 - notwithstanding the above, no action shall lie against us in the case of damage to any personal possessions unless you make a detailed complaint to us in writing within seven (7) days of the alleged damage.

4 – Any damage or injury caused by another passenger on board the vehicle.

### **Lost Property**

If any discarded articles on our vehicles are found, the person finding it must notify and hand the article to the driver in the same condition in which it was found.

We reserve the right to charge for the return of lost, misplaced or discarded property on our vehicles, except where an article is returned to the owner during the course of the same journey in which case, on being satisfied that the claimant is bona fide, the driver will return the article to the claimant without payment or reward.

We reserve the right to open letters, packages, bags and other containers left on our vehicles or premises as we deem necessary. The application for the recovery of any lost property should be made to us in writing. If you fail to claim any article within one (1) calendar month of losing it, the property shall be deemed to have been abandoned and we may destroy or dispose of it immediately without notice.

Perishable goods shall be kept for no longer than forty-eight (48) hours following the time they were found. We reserve the right to dispose or destroy potentially dangerous articles immediately and without notice. We will not be

liable for any damage however caused to any articles coming into our possession or arising in connection with our custody or return of such article.

### **Damage to vehicles**

Where a vehicle is damaged as a result of vandalism, we will seek to recover the full cost of repairs from the parents/guardians of the student/s responsible. If the amount is not paid, the travel pass will be withdrawn until such time as the amount is settled.

### **Damage Liability**

We accept no liability for any damage suffered by the owner or other parties caused by.

1 - vehicles not running on time or at all.

2 - timetable alterations, delays, early running, detention, lack of punctuality, suspension, withdrawal, cancellation or deviation of any vehicle or service whatever, including but not limited to vehicles breaking down or being defective, inadequate planning, inclement weather or driving conditions, flood, strike, lockout or other industrial action, other act or omission of Vikingcoaches.com Ltd, orders of a public authority, military action, riot, commotion, the provision by us of inaccurate or misleading information or by force majeure.

We accept no liability for indirect or consequential damage however caused. Nothing in these terms and conditions excludes our liability for death or personal injury insofar as the same is caused by our negligence or fraudulent misrepresentation.

We accept no liability for damage caused to, or by, any personal possessions carried by us except in respect of death or personal injury caused by our negligence. Such liability rests solely with the accompanying passenger. As expressly stated in these terms and conditions, we accept no liability for any damage suffered by passengers relating to our services.

### **Code of Conduct**

By making payments for the service, parents/students agree to comply with the Code of Conduct. Vikingcoaches.com Ltd T/a Viking Travel will contact parents of any child involved in the case of a complaint or bad behaviour. If the complaint is of a serious nature, such as vandalism or bullying, then transport will be withdrawn. If three complaints are received about the same child, the coach operator can and will refuse to allow the child to continue using the service and no refunds will be made. If damage is caused to a vehicle by a passenger, an invoice for the full cost of repair will be sent to the parent and transport will be withheld until payment is made.

### **Supervision**

No formal arrangements are made for the supervision of pupils when on the bus. There will not normally be a member of staff travelling on the bus other than the driver.

### **Drivers Discretion**

The driver of each bus has the authority to refuse to convey or carry a pupil whose behaviour appears to the driver to give rise to a risk of personal injury to themselves, or another or damage to property or vehicle

### **Concerns or Complaints**

A parent who has any concern or complaint relating to the bus service must notify Vikingcoaches.com Ltd T/a Viking Travel in writing, by email or by telephone in an urgent case (01283 217012). If the concern or complaint relates to a matter that could have pastoral or disciplinary implications within the school, the school should also be notified in writing.

### **Responsibilities of Vikingcoaches.com Ltd T/A Viking Travel**

Parents agree that the coach driver is not expected to

1 - check that every pupil has boarded the bus that is entitled to do so

2 - ensure that a pupil has alighted from the bus at the correct stop

3 - see that the pupil has been met by a parent, carer or reasonable adult

4 - contact parents or make alternative arrangements for a pupil who misses the bus, alights at the wrong stop, or is not met at the stop

### **Our Rights To Make Changes**

**Vikingcoaches.com Ltd reserve the right to change, cancel, suspend or withdraw services due to unforeseen circumstances, beyond our reasonable control, including emergency or safety reasons or other operational circumstances.**

Vikingcoaches.com Ltd may from time to time for operational or other reasons outside our reasonable control make minor changes to school bus services and the published timetable. This may include changes to pick-up times and locations of bus stops. In such cases bus pass holders will be advised in advance. In the event that the bus pass holder is unhappy with these changes they may request a refund in accordance with the "Cancellations and Refunds" section below.

Vikingcoaches.com Ltd may temporarily suspend services or parts of a service due to unforeseen circumstances outside our reasonable control such as road closures, inclement weather or for other operational circumstances. In such circumstances we will notify bus pass holders in advance where possible. No refund will be made of in respect of any loss of service due to a temporary suspension and Vikingcoaches.com Ltd will not be liable for any alternative travel costs incurred by bus pass holders if the suspension is for a period of 5 schools days or less.

Vikingcoaches.com Ltd may withdraw a service or part of a service where the service is in our sole discretion no longer viable. If this is before the service commences (ie, before the start of the academic year) Vikingcoaches.com Ltd will provide bus pass holders with at least 8-weeks notice in advance of the withdrawal of the service and a full refund of any advanced payments will be provided.

If a service or part of a service is withdrawn after the start of the academic year, Vikingcoaches.com Ltd will provide bus pass holders with at least 8-weeks notice. A refund will be provided for any advanced payment taken for travel after the service has been withdrawn.

Vikingcoaches.com Ltd will not be liable for any alternative or replacement travel costs incurred by bus pass holders at any time including during and after any notification period referred to above has ended and after any service has been withdrawn.

If you have any comments about this information or the services, it relates to or if you require further information:

#### **Write to:**

Vikingcoaches.com Ltd

Uni 2 Ryder Close, Swadlincote, Derbyshire, DE11 9EU

**Email:** [transport@vikingcoaches.com](mailto:transport@vikingcoaches.com)

**or visit our website:** [www.vikingtravelgb.co.uk](http://www.vikingtravelgb.co.uk)