



# Home to School Transport Terms and Conditions

## **Application of Terms & Conditions**

These terms and conditions apply to all privately funded Home to School Transport. Making a booking online will be deemed as acceptance of these terms and conditions.

## **Applications for Home to School Transport**

All applications must be made following the application process by a parent or guardian over the age of 18. The company cannot accept paper or email applications.

Once the contact form on the website has been submitted the applicant will receive an acknowledgement by email stating the details entered, information on pricing and payment options and a link to complete the full application form. This email is not an offer of transport or confirmation of a seat on a home to school service.

Upon receipt of your application, you will be sent an invoice and a link to pay a deposit of £50 to secure a place. Places are allocated on a first come first served basis and are subject to availability.

Further payment links will then be sent to you, according to the payment option that you selected on the application form.

## **Application, Pricing and Bookings**

Confirmation and Invoices for Home to School Transport are provided based on the information given by the parent/guardian such as (but not limited to) number of seats required, boarding locations and destination school. Whilst we are happy to accommodate alterations whenever possible, changes to any of the above details are subject to availability and any amendment may incur additional charges.

Confirmation and invoices for Home to School Transport are made subject to a space being available at the time of the parent or guardian completes an application.

The company reserves the right to delay an offer of transport or refuse an application, regardless of whether an application has been completed, until they are satisfied that sufficient seats are available. A full refund of the deposit will be provided under these circumstances.

An invoice will be raised stating the cost per child for the academic year with the payment option selected by the parent/guardian. Any requests to change payment option selection must be made in writing. All current prices are available upon request by emailing [enquiries@swiftvalleycoaches.com](mailto:enquiries@swiftvalleycoaches.com)

Once the application has been accepted, a confirmation email is sent followed by an invoice stating what fees are due along with payment links.

A non-refundable deposit is required to secure each seat requested and is stated on the invoice. This must be paid within 48 hours of the invoice receipt to secure the seat.

If the non-refundable deposit is not received within 48 hours of receiving your invoice, your application will no longer be valid. You may be required to make another application.

The company accepts no liability for applications which have been sent by the company but not 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 that contact is made to the company within 7 days of applying if an application has been made but no further communication has been received.

If the route is fully booked and transport is not able to be provided by the company, applicants will be placed on a waiting list. Waiting list priority will be governed by the date and time the application was submitted online.

A space is not secured until full payment or the first instalment is paid. If payment is not received by the due date on the invoice your child will not be able to travel.

## **Covid-19 specific terms & conditions**

In the event that a student has to self-isolate and cannot attend school, no refunds will be given.

In the event of a school closure as a result of a lockdown and the period of lockdown is 2 weeks or less, no refunds will be provided for lost home to school transport days.

### **Route and Time Variations**

During the journey the driver is the sole judge of the reasonableness with regard to any necessary change of route.

The vehicle will depart at the time on the timetable for the route.

Home to School timetables can be subject to change at any time during the year. Any changes will be communicated directly to parents by email.

We reserve the right to remove any stop listed in the application process if there are insufficient passengers boarding.

The company accepts no liability for loss or injury to any student who fails to join the vehicle at timetabled time or if the student chooses to alight at a different stop.

## **Route and Time Variations**

During the journey the driver is the sole judge of the reasonableness with regard to any necessary change of route.

The vehicle will depart at the time on the timetable for the route.

Home to School timetables can be subject to change at any time during the year. Any changes will be communicated directly to parents by email.

We reserve the right to remove any stop listed in the application process if there are insufficient passengers boarding.

The company accepts no liability for loss or injury to any student who fails to join the vehicle at timetabled time or if the student chooses to alight at a different stop.

## **Student Conduct**

All students must remain seated with their seatbelts fastened whilst the vehicle is in motion.

The company will not accept liability for any loss or damage incurred by passengers who fail to follow the instructions given by the driver.

In the interests of other passengers, no musical instruments, radios or other audio devices shall be played without the permission of the driver.

Students must not distract the driver at any time whilst they are driving the vehicle unless there is an emergency. Students must not use the emergency exits or doors unless instructed to do so or if there is a genuine emergency.

Students must not eat, drink or leave litter whilst on board the bus.

Students must follow the instructions of the driver at all times.



# Home to School Transport Terms and Conditions

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. The parent or guardian is responsible for the conduct of the student and for any damage caused to the vehicle by the student during the journey.

Students are expected to arrive at the boarding location before the bus is due to arrive. The company advises this should be 5 minutes before. Parents and guardians are reminded that the times detailed on the 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 email.

During inclement weather, parents, guardians and students are advised to visit Twitter @swiftvalleyco to see the latest updates on disruptions to Home to School Transport. The company reserves the right not to serve stops which are considered to be too dangerous during inclement weather.

Students are expected to wait sensibly when waiting at their stop, stand away from the edge of the road and board and alight the coach in an orderly manner to avoid hurting themselves and others. Students who need to cross the road after disembarking should do so after the bus has driven away so that they can see other vehicles and can clearly be seen by other road users.

If the bus breaks down or is involved in an accident, students must follow the driver's instructions. Students should remain calm and not leave the area unless given approval by the driver. If a student is unwell or injured during the journey or can see someone who is they should alert the driver when it is safe to do so.

## **Covid-19 Safety**

These terms and conditions should be read in conjunction with our Covid-19 Safer Operating Procedures for Home to School Transport.

### **Students must**

Wear a face mask/covering on home to school transport unless exempt

Board promptly and in a sensible manner

Follow social distancing rules at stops

Remain seated, facing forward until the aisle is clear and must not queue in the aisle space

Use hand sanitiser when boarding the coach and again before entering school

### **Students must not**

Remove their face mask/covering during the journey

Move seats between stops

Eat or drink whilst on the bus

Leave litter or personal belongings on the bus

Put bags on seats

Turn around to face their friends behind them

Travel if they have symptoms of Covid-19

## **Passenger 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, bags or musical instruments left unattended on the vehicle

All items of lost property when found are labelled and held at our Travel Office and are subject to 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 etc.) will be kept for three months after which all items will be destroyed. Collection of lost property can be made from our Travel Office during our opening hours. Please call ahead to arrange a collection time.

It is the responsibility of the parent/guardian to ensure that adequate insurance cover is sought to cover loss or damage to students' items.

## **Damage**

The parent or guardian is responsible for any damage caused to the vehicle by the student during the journey. A minimum charge of £100 will be made if the vehicle is damaged.

### **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.

Cancellation by the parent or guardian

Once transport for the academic year has begun cancellations must be made in writing and are subject to charges detailed in these terms and conditions.

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.

## **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.

Cancellation by the parent or guardian

Once transport for the academic year has begun cancellations must be made in writing and are subject to charges detailed in these terms and conditions.

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.

## **Complaints**

In the event of complaints about the company's products or services the parent or guardian should write to the company 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. Our feedback and complaints procedure is available upon request.

Complaints should be made in writing to the company by email to [enquiries@swiftvalleycoaches.com](mailto:enquiries@swiftvalleycoaches.com)



# Home to School Transport Terms and Conditions

## **Cancellation by the parent or guardian**

Once transport for the academic year has begun cancellations must be made in writing and are subject to charges detailed in these terms and conditions.

## **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.

## **Payment**

The parent or guardian is responsible for paying the full year's fee regardless of personal circumstances such as but not limited to the student leaving the educational establishment, passing a driving test or using an alternative method of transport.

Full or part payment prior to the start of the school term is required in order for a seat to be guaranteed, regardless of application or any other correspondence relating to the application.

Monthly payment schedules must be set up by the deadline.

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 monthly payment fails, payment for the outstanding fees must be paid within 48 hours.

Where a monthly payment fails, an additional admin charge of £10 will be applicable if the company are required to contact the parent/guardian to collect the outstanding amount.

Where monthly payment fails on more than one occasion, the parent or guardian will be required to pay the remainder of the fees in full.

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 above the base lending rate from the date by which payment should have been made.

The company reserves the right to refer unpaid accounts to County Court for judgement.

Payment can be accepted by BACS transfer, debit card, credit card or online via the company's client portal using Worldpay.

Home to School Transport is zero-rated for the purposes of VAT

## **Terms and conditions of transport**

These terms and conditions are subject to change without written notice.