

# Lakelands School Bus Service

## **Terms and conditions**

This service is operated in partnership between Lakeside Coaches Ltd ("LCL") and Lakelands Academy, Lakelands Educational Trust ("LALET") to provide transport for students of LALET to and from school during term time. By purchasing a bus pass for a student you are reserving a place for transport on school days from the pick up point you specify at booking, to and from the Lakelands Academy, Ellesmere for the entirety of the academic year to which it relates. By purchasing a pass you are entering into a contract with LCL who administer and provide the service. As such all purchases are in agreement and acceptance of the following terms and conditions of purchase and travel.

### **1. Departure**

Please be punctual as the bus will not wait for late-comers. Vehicles are tracked and as such pick up times are logged live to ensure compliance.

### **2. Payment**

All payments are non refundable, the purchaser of the bus pass is liable for the **entire** cost of the pass for the full year.

The direct debit payment schedule is a payment plan for the bus pass in it's entirety, as such individual monthly payments do not relate to travel for the month during which they are taken.

If a direct debit payment is declined, then we will attempt to take the payment once more, if the balance is subsequently not paid within 72 hours then the bus pass will be voided with no refund due and the purchaser is still liable for all remaining payments.

If a direct debit mandate is cancelled without notice the bus pass will be voided and the purchaser is still liable for all remaining payments. If the bus pass is still required a new bus pass will need to be purchased subject to a £20.00 administration charge and subject to there being a place still available on the bus.

In the event of COVID 19 (coronavirus) or similar pandemic causing a school closure (Lakelands Academy, Ellesmere) of more than 2 consecutive qualifying weeks and no bus service is provided, then a 75% pro rata refund will be made for every whole week the school continues to be closed after this period.

If a bus pass is not purchased prior to the commencement of the academic year there is no guarantee of a seat reservation for that academic year.

In the event of a balance still being outstanding due to cancellation without notice by the purchaser then a) a debt recovery agency maybe engaged b) subsequent pass renewals or purchases for that student or their siblings will not be able to be made until that balanced is cleared in full.

### **3. Termination**

In the case of exceptional circumstances such as a student moving home or transferring to another school then notice of termination will usually be accepted, proof of such maybe requested. This is subject to a minimum of one terms notice being given if you no longer wish your child/children to use the service. For

the avoidance of doubt this means that notice must be given by the **end** of the current term or half term to then trigger either the next full term or two conjoining half terms to count as a notice period.

LCL reserve the right to cancel any child's place without reason.

#### **4. Standards of Behaviour**

All children are expected to behave in a responsible and sociable manner. LCL reserve the right to terminate a child's place on the bus for persistent anti-social behaviour. In the case of serious misbehaviour, such termination will take immediate effect. Serious misbehaviour would be deemed to include endangering the driver, other students, the vehicle or other road users, a criminal act committed on or in close proximity to the vehicle, theft from the vehicle or from the persons carried within, possession of an offensive weapon, vandalism to the vehicle. In such circumstances no refund would be issued.

#### **5. Bus Passes**

Each student will be issued with a unique QR code individual to them which is valid whilst no payment is outstanding, this must be swiped on the start of each journey on the bus. Travel may be declined if a valid QR code is not presented. These are non transferrable between students. If an attempt is made to share these and a "double swipe" is attempted the system will provide a warning, persistent attempts will result in the pass being voided and no refund being due.

#### **6. Guests.**

Guests of Bona-Fide Pass Holders may travel with the pass-holder on an occasional basis, subject to availability of seats. There is a charge of £4.00 per person per single journey for this service, payable to the Bus Driver. He/She will have the final say as to whether or not non pass-holders will be carried. Guests must be current fellow students of LALET.

#### **7. CCTV**

CCTV Audio and Visual recording equipment may be in use on vehicles used on this route for the purposes of safety, pupil behaviour, security and quality control. This system is operated by LCL and recordings may be shared with LALET.

#### **8. GDPR**

We are committed to ensuring that your privacy is protected, that your personal information is used for legitimate purposes and is kept secure. All data is collected for the purposes of providing a safe, reliable, good quality service. Data regarding your child is held securely to enable fraud prevention, to allow us to provide a safe service and keep parents informed. Information may be shared between LCL and LALET for the above purposes.

#### **9. Seat Belts**

Seat Belts must be worn.

#### **10. Missed Stops**

Passengers should **not** assume that the driver is aware of their presence on the bus or at which stop they will be leaving the bus. In the event of a new or non regular driver, passengers should make him/her aware of the stop they require. If the required stop is missed then the bus will continue to the next scheduled stop. This should enable time for passengers to make revised pick-up arrangements.

#### **11. Transfers between the Buses**

Bus passes are not transferable and can only be used on the service for which they have been issued.