

Chulmleigh Academy Trust – Terms and Conditions (Bus Service)

1. General
 - 1.1. These terms and conditions apply to the Agreement. It is Your responsibility to ensure that Your Child complies with these terms and conditions.
 - 1.2. These terms and conditions may be altered by the Trust from time to time. If You do not wish to continue to use the Bus Service as a result of any change to these terms and conditions You will be entitled to cancel the Agreement in accordance with clause 9.1.3.
 - 1.3. In the event of any conflict between these terms and conditions and any code of conduct issued by the Trust from time to time, these terms and conditions will prevail.
2. Definitions
 - 2.1. The following definitions apply in these terms and conditions:
 - 2.1.1. "Agreement" means the contract between You and the Trust in relation to your Child's use of the Bus Service.
 - 2.1.2. "Bus Service" means the bus service arranged by the Trust for the purpose of carrying pupils to and from any school in the Trust for pupils who live outside the catchment area for the pupil's school.
 - 2.1.3. "Child" means any child who travels on a bus operated as part of the Bus Service
 - 2.1.4. "Pass" means the pass issued by the Trust to a Child as evidence that they are permitted to use the Bus Service
 - 2.1.5. "Transport Fee" means the charge payable by You for Your Child's use of the Bus Service
 - 2.1.6. "Trust" means Chulmleigh Academy Trust
 - 2.1.7. "You" and "Your" refers to any parent, carer or other party who contracts with the Trust to enable a Child to make use of the Bus Service
3. Timetable and Pick Up/Drop Off points
 - 3.1. The Trust will notify You from time to time of the available pick up/drop off points and approximate times which are operated as part of the Bus Service.
 - 3.2. Any times indicated by the Trust are approximate only, and Your Child should be at their pick up point at least ten minutes before the indicated time and should wait at the pick up point for ten minutes (but not more) beyond the indicated time in the event that the bus does not arrive on time.
 - 3.3. The Trust will make reasonable efforts to notify You as early as possible of any changes to the scheduled times or pick up/drop off points, but will not be liable for any loss or inconvenience suffered by You or Your Child as a result of such changes
4. Breakdown, Delays and Cancellations
 - 4.1. The Trust will not be liable for any loss or inconvenience suffered by You or Your Child as a result of journey delays caused by issues such as (but not limited to) breakdown, roadworks, traffic congestion or diversions.
 - 4.2. The Trust will use all reasonable endeavours to avoid cancelling a journey, but if such cancellations take place (for example due to road closure, flooding or severe weather) the Trust will not be liable for any loss or inconvenience suffered by You or Your Child as a result of the cancellation.
5. Transport Fees
 - 5.1. Transport Fees will be published by the Trust before the commencement of each academic year.
 - 5.2. You must pay the Transport Fees using such method as the Trust reasonably specifies, which may include the use of payment apps such as MyEd.
 - 5.3. You may at your option pay the Transport Fees for the academic year in full by 25 August; otherwise the Transport Fees will, unless otherwise agreed in writing by the Trust, be payable in advance in ten monthly instalments, with the first instalment being due on the 25th August and thereafter on the 25th of each month until and including 25th May in each year
- 5.4. A pro-rata calculation will be applied to the Transport Fees in the event that Your use of the Bus Service commences after 25th September in any academic year.
6. Behaviour
 - 6.1. Your Child will:
 - 6.1.1. treat the bus driver and fellow passengers with respect
 - 6.1.2. refrain doing anything which is likely to distract the bus driver
 - 6.1.3. remain seated, with a seat belt fastened, while the vehicle is moving
 - 6.1.4. refrain from using bad language on the bus
 - 6.1.5. not photograph or video the bus driver
 - 6.1.6. not throw items
 - 6.1.7. not damage the bus, and you agree that you will pay for the cost of repairing any damage caused to the bus, deliberately or recklessly, by Your Child
 - 6.2. In addition, Your Child must comply with any code of conduct or regulation issued by the Trust in relation to the use of the Bus Service and with any reasonable instruction of the bus driver or member of Trust staff.
7. Non-Use of Bus Service and Suspension
 - 7.1. The Transport Fee serves to reserve a seat on the selected bus for Your Child, and refunds will not be given where:
 - 7.1.1. Your Child chooses not to use the Bus Service on any particular journey
 - 7.1.2. Your Child is unable to use the Bus Service, for example as a result of absence from school due to illness
 - 7.2. The Trust may suspend Your Child's use of the Bus Service for such period as the Trust considers appropriate (without any refund of any part of the Transport Fee) in the event that:
 - 7.2.1. Your Child is suspended from school
 - 7.2.2. Your Child does not comply with the behaviour requirements listed in clause 6
 - 7.2.3. You do not pay the Transport Fee when it falls due
8. Your Child's Pass
 - 8.1. Your Child must show their Pass to the bus driver and will not be permitted to travel without it.
 - 8.2. The first Pass will be provided free of charge, but the Trust reserves the right to charge £5.00 for each replacement Pass.
 - 8.3. Your Child's Pass is valid only on the selected bus. The Trust may, at its absolute discretion, permit Your Child from time to time to travel on another bus forming part of the Bus Service if seats are available.
 - 8.4. Your Child's Pass is valid only for Your Child and is not transferrable. At the Trust's absolute discretion, the Trust may permit another child to travel with your child. Such permission will usually only be given for welfare reasons.
9. Disclaimer
 - 9.1. The Trust will not accept liability for any loss or injury of any kind save where such loss or injury results from the deliberate, reckless or negligent acts of its employees.
10. Termination of the Agreement
 - 10.1. You have the right to terminate this Agreement
 - 10.1.1. at any time by serving notice in writing if you have paid the fees for the academic year in full in advance, and a pro-rata refund will be issued; or
 - 10.1.2. on the 24th day of any calendar month by notifying the Trust in advance in writing of your wish to do so, if you pay the Transport Fee in instalments. No further instalments will be required, but there will be no refund of any instalment already paid. Any Transport Fees which are outstanding at the time of termination will remain due and payable; or
 - 10.1.3. at any time by serving notice in writing within ten school days after we notify you of a change to these terms and conditions, in which case a pro-rata refund of any payments made in advance will be issued.