



NORTON COLLEGE

**Private Transport Policy and Payment Scheme**

Member of Staff Responsible: Business Manager

Approved on: 27<sup>th</sup> June 2019

Review Date: 27<sup>th</sup> June 2020

Signed off by: Karron Young (Chair of Local Governing Body)

A handwritten signature in grey ink, appearing to read 'Karron Young'.

Date: 27<sup>th</sup> June 2019

## **Private Transport Policy and Payment Scheme**

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**Please see the Application Form for additional terms and conditions**

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### **Background**

Evolution Schools Learning Trust provides a heavily subsidised, private home to school transport service. There are currently five services in operation as follows:

- Route A – Scarborough Bus Station to Norton College;
- Route B – Filey Bus Station to Norton College;
- Route C – Hunmanby Garage to Norton College;
- Route D – Staxton to Norton College.
- Route E – Sixth Form Students only – Route to service all above areas

Evolution Schools Learning Trust seeks to provide a safe and effective provision for our students and we will review the service at regular intervals to ensure this happens and, where necessary, improvements made. The above list should act as a guide, minor adjustments may need to be made to the route and pick points subject to demand and changes as necessary. Every three years we will review the contractor provision and re-tender the contract if we feel necessary. Linked to this timescale will be a review of the charges to service users.

### **Costs**

This is a subsidised price; the current cost of the service is £300 a year (with the option of paying in 10 equal instalments as set out on the application form). This price applies to all students regardless of route or year group.

Evolution Schools Learning Trust will keep the costs under review, and may increase them periodically. Evolution Schools Learning Trust has committed to protecting students from price rises within a Key Stage. For example, a student entering in Year 7 in 2018 would pay £300 for their travel pass in each of Year 7,8 and 9, even if prices go up for new Year 7s coming in. When the student moves into Key Stage 4 (Year 10), the cost of their travel pass may be increased to reflect whatever the current price is for a travel pass at the time they start Year 10.

### **Contract and Payment Options**

#### **Contract**

In applying and accepting a place on the transport service, you are agreeing to a legally binding contract for the full academic year in question, and you are agreeing to pay the full amount in accordance with whichever payment option you have agreed with Evolution Schools Learning Trust. You will need to re-apply each academic year.

## Payment Options

The Application Form sets out a series of payment options. It is expected that you keep up to date with payments. Where a parent/legal guardian fails to keep up with payments, we reserve the right to cancel their child(ren)'s travel pass and/or to require them to pay any outstanding amounts and the balance for the rest of the academic year up front before we reinstate it.

## **End of Contract Payments and Payment Scheme Defaults**

### Early Termination of the Contract

Pro-rata refunds (should they exist) will only be given where a user no longer requires the service (i.e. the pupil leaves the College or the family moves out of the private service area), and the parent or legal guardian must give the College at least a month's notice. Under no circumstances will Evolution Schools Learning Trust be obliged to give a refund for holidays in term time, periods covering a bus ban or any other temporary non-usage of the service (including strikes by drivers, absence due to sickness, or if you choose to drop off/pick up your child at College). However, Evolution Schools Learning Trust may at its discretion offer partial refunds (and/or, in the case of monthly payments, not require the remaining instalments to be paid) in cases of the death or serious illness of a student. Refunds due will be calculated from the later of the student's official last day in College and the date on which the travel pass is returned, and will only be processed on presentation of the travel pass.

### Payment Scheme Defaults

Any default to the payment scheme will cause Evolution Schools Learning Trust additional administration therefore; we expect all payments to be made in line with the payment section highlighted above. Whilst Evolution Schools Learning Trust understands that occasionally cash flow difficulties arise, the place on the service may be revoked (at Evolution Schools Learning Trust's discretion) should a payment scheme fall behind. If a debt still exists at the end of the academic year, confirmation of a place on the bus for the following year will be withheld until the outstanding payment(s) is/are cleared in full.

If after exhaustion of the credit control system, a debt remains, Evolution Schools Learning Trust reserves the right to pass on this debt to a third party to seek payment.

### **Applying for a Place**

You can apply for a place on the service using the appropriate forms at any point in the year in advance of the next academic year. Only one seat will be available per child, the information held by school as to the child's main residency address will determine the seating allocation. If a child spends the same amount of time at two addresses, then you must decide which route the child will use. Places will be allocated on a first come first served basis. Application forms will be placed on the College Website ([www.nortoncollege.net](http://www.nortoncollege.net)).

### **Conditions of Use**

All students are expected to behave courteously and considerately and be mindful of Health and Safety requirements. We expect that parents will re-enforce this message and as part of the condition of use we require a behaviour agreement to be signed and returned to us annually at the time of application. A student who behaves badly on a contract bus may forfeit his/her place on a temporary or permanent basis at Evolution Schools Learning Trust's discretion (without reimbursement for days when the student is unable to use the transport service).

Parents are responsible for putting their child(ren) on the school bus at the beginning of the day, and collecting them from the school bus at the end of the day, including arrangements for supervision on the way to/from the bus stop and whilst waiting at the bus stop and boarding/alighting from the school bus. Evolution Schools Learning Trust is unable to provide any supervision at the 'home' end of the journey.

Parents are responsible for ensuring that their child gets to/from College on time, even if their child(ren) is/are using the school bus service.

Evolution Schools Learning Trust will make appropriate arrangements for the supervision of students when alighting from the school bus in the morning and waiting for and boarding the school bus in the afternoon.

Please note that there will be no supervision by Evolution Schools Learning Trust staff whilst students are on School Transport.

All students must (on request) show the bus driver and/or any member of Evolution Schools Learning Trust staff a valid bus pass. Where a student does not (on request) show their bus pass to the bus driver or a member of Evolution Schools Learning Trust staff on more than one occasion, Evolution Schools Learning Trust may to cover administration costs make a charge of £10 for a replacement bus pass.

### **Events outside the control of Evolution Schools Learning Trust**

Evolution Schools Learning Trust has engaged a third party to provide School Transport. Whilst Evolution Schools Learning Trust is keen to ensure that the School Transport is reliable, there may be circumstances outside its control when School Transport is late or does not turn up. For example, if there is snow, flooding, fog, or other adverse weather conditions, or if the bus breaks down, or if the driver of the bus is ill, dies, or goes on strike, or if there are roadworks, a traffic accident, or heavy traffic. Such delays or cancellations shall not be regarded as a breach of contract.

Please let Evolution Schools Learning Trust know if the School Transport is more than 20 minutes late in arriving at the designated pick up/set down point. You can do this by contacting the college office on 01653 693296.

As this is a subsidised transport service, Evolution Schools Learning Trust is unable to offer refunds or compensation for delays or cancellations of School Transport, but will endeavour to notify parents/guardians as soon as possible if it becomes aware of expected delays/cancellations, and, where possible, it will seek to make alternative arrangements to arrange for the transportation of students.

### **Limitation of liability**

We hope that all students will have safe and comfortable journeys to and from college. Please let us know as soon as possible of any issues which arise, so that we can take steps to address them.

Nothing in this agreement limits any liability which cannot legally be limited, including but not limited to liability for death or personal injury caused by negligence, and fraud or fraudulent misrepresentation.

Evolution Schools Learning Trust limits accepts no liability for any loss or damage to, or theft of, students' property or property used or transported by students, however such loss, damage or theft is caused. This is because students are responsible for looking after their own property whilst waiting for, and travelling on, School Transport, and no students should be carrying valuables on School Transport. Evolution Schools Learning Trust is a charity and so it is important that it is able to spend its budget on educating students.

Evolution Schools Learning Trust accepts no liability for any death or injury to students whilst using the bus service (including whilst waiting for the bus and travelling to and from the bus stop), except where a court finds that such death or personal injury is caused by its negligence, fraud or where it is a strict liability offence. This is because it is not running the bus service itself, and because the bus company which is running the bus service is insured against such claims.

### **Reviewing the terms and conditions and policies which apply to the use of the transport scheme**

Evolution Schools Learning Trust may from time to time review the terms, conditions, and policies, which apply to the transport scheme. Where there are changes to terms and conditions, these will normally take effect from the next academic year, unless the changes are ones that we are need to make in order to comply with legislation, government policy or contractual requirements (e.g. the contract we have with the bus company), or to protect the health and safety or wellbeing of students, staff, or others. Changes to policies will normally go through a consultation process, and may take effect at any time after the appropriate consultation period. Where changes are minor or necessary to ensure student health and safety or wellbeing, or to enable us to comply with requirements imposed on us by the bus company or the law, we will not necessarily consult on them in advance, although if parents or students have concerns about any such changes, they can discuss them with us. We will publicise any changes to terms and conditions or policies on the school website, as well as any consultations on proposed changes. If we make material changes to terms and conditions or policies within the course of an academic year such that you no longer wish to continue the contract, please contact us within 30 days of the change being published on the website. Please note that this only applies to changes made within the course of an academic year – it does not apply to changes made from one academic year to the next.