



# Home to School: T&C's Contract

## Summary of Key Points

- The use of the Home to School Transport Service is subject to both the Parent/Carer/Customer/Bill Payer agreeing to use the Elite Services Ltd Bushub App/ Bushub Web Portal to scan on/off the school route and making payment for the service on time;
- One full month's notice (at least 30 days) to be given in writing to the Home to School Transport Manager of your termination of your contract with the Company
- The passengers must wait at their designated bus stop at least 5 minutes earlier than their scheduled pick up time with the QR Code Bus Pass open and ready to scan.

## Contract:

### 1. Definitions

In these terms and conditions:

- 1.1 The following words and expressions have the following meanings unless the context requires otherwise:

**“Company”, “Elite Services Ltd”, “Elite Services Home to School Transport” and “Carsville Coaches Ltd”**

Means the contract of the Company to which these terms and conditions are annexed;

**“You”, “Your child”, “Children”, “Student” and “Passengers”**

Refers to the users and their parents/carers/bill payer of the service who enter into a contract with the Company;

**“Agreement”**

Means the agreement for the provision of services between customers and the Company as set out in these terms and conditions and the Contract; (this also includes previous contracts). These are accepted by signing the Terms & Conditions Contract;

**“Bus”**

Means any bus, coach or vehicle provided by the company as part of the services and the expression “buses” shall be construed accordingly;

**“Children”, “Student”, “Users”**

Means pupils/passengers who are entitled to use the bus;

**“Designated bus stops”/ “Pickup Points”**

Means the bus stops/pickup points along each particular Route which the company directs a

bus to stop at for the purpose of the collection and disembarkation of passengers;

**“Driver”**

Means a bus driver employed by the Company to facilitate the transport services provided by the Company. The Driver is in charge of the vehicle and its passengers at all time;

**“Payments”**

Means the sum payable from the Customers to the Company in respect of the services as set out and determined in accordance with the amounts/provisions set out in the Contract;

**“Route”**

Means the direction Drivers are obliged to take when providing the services, such route to be established by the Company; This may only be deviated upon in instances of a road closure and such like;

**“Services”**

Means the services specified in Clause 3 hereto;

**“School”**

Means Knutsford Multi Academy Trust, Cheadle Hulme School, Hulme Hall Grammar School, or any other school the Company provides the service for;

**“School Year”**

Means the dates the school are open for purposed of tuition of its full time students. This is set out by the Company, based upon the majority of schools being open;

**“Term”**

Means the period from the date of commencement of this Agreement until its termination in writing to [schooltransport@eliteservicesltd.com](mailto:schooltransport@eliteservicesltd.com);

**“App/Web Portal”**

Software used by the Company, Customers/Bill Payers and Children to scan on/off the vehicle, make payments and track vehicle services

- 1.2 All references to a statutory provision shall be construed as including references to any statutory modification, consolidation or re-enactment (whether before or after today's date) for the time being in force, all statutory instruments or orders made pursuant to it and any statutory provisions of which it is a consolidation, re-enactment or modification;
- 1.3 Except where the context otherwise require, words denoting the singular include the plural and vice versa, any gender shall include all genders and persons include firms and corporations and vice versa;
- 1.4 Unless otherwise stated, a reference to a Clause is a reference to a Clause of the Agreement;
- 1.5 Clause headings are for ease of reference only and do not affect the construction of this agreement.

**2. Agreement**

- 2.1 In consideration of the payments, the Company agrees to provide the Services to the Customers;
- 2.2 One full months' notice (30 days) in writing to the Home to School Transport Manager [schooltransport@eliteservicesltd.com](mailto:schooltransport@eliteservicesltd.com) is required from the Customer/Bill Payer to terminate the contract with the Company.
- 2.3 The Company will give one full month's notice (30 days) in writing to terminate the contract with the Customer if required.
  - 2.3.1 Exceptions to Clause 2.3 include if a child is given an immediate permanent exclusion from the service

**3. Services and Obligations**

- 3.1 The Company shall provide such number of seats each day as per the pre-booked demand dictates. Each vehicle shall be provided with its own qualified, DBS checked Driver in order to carry the Children to and from school and each Driver shall:
  - 3.1.1 Collect Children from the Designated Bus Stops at times specified by the Company and carry them to school along the Route specified by the Company; and
  - 3.1.2 Collect Children at the specified departure time and carry them to the Designated Bus Stops where the passengers shall disembark;
  - 3.1.3 On occasions it may be necessary to sub-contract out the provision of the Services or any part of the Services. The Company shall ensure all due diligence is carried out with sub-contracted Drivers DBS checked;
- 3.2 The Company and its Drivers shall at all times comply with and satisfy (as appropriate) the speed limits and other mandatory Road Traffic Regulations concerning safe driving, carriage of school children, the public generally and in particular with the provisions of the Road Traffic Acts and the Road Traffic Regulation Act 1984, the vehicles (excise) Act 1971 and any regulations made under such Acts and including without limitation, the Road Vehicles (Construction and use) Regulations 1986, the Public Service Vehicles (Conditions of fitness, equipment, Use and Certification) Regulations 1981 and the Public Service Vehicles (Carrying Capacity) Regulations 1984:
- 3.3 The Company confirms that it has and shall ensure that it will always have a current operator's licence from an appropriate traffic area office and the Company and its Drivers shall at all times comply with and satisfy (as appropriate) the terms of the licence and all applicable rules and regulations relating thereto;
- 3.4 The Company shall provide the Services with care, skill and diligence;

3.5 The Company shall ensure that the Driver of each bus or a member of staff scans each Passenger's QR Code Bus Pass on such and in such manner during the term;

3.6 Passengers must bring their own QR Code Bus Pass and 'scan' in and out of the service using the onboard Readers.

3.7 The Company or any of its Drivers shall not:

3.7.1 Carry on the Bus persons other than the Home to School Passengers and Home to School Transport Staff if necessary;

3.7.2 Allow any other person, not connected to the Company to drive the vehicle at anytime;

3.7.3 Passengers changing route is not permitted unless arrangements are made with the Company; This can be done in advance by phoning the Office for an amendment to their QR Code Bus Pass;

3.7.4 Any Student wanting to bring friends/exchange students will need to make arrangements with the Company; this should be in advance and done via the App/Web Portal to generate a QR Bus Pass; Failure to secure permission and obtain an online QR Code Bus Pass will result in the student being refused access;

3.8 The Company shall forthwith on request, produce evidence of insurance in respect thereof in connection with the provision of services covering all such usual risks as shall be required to be covered by the Company pursuant statute or by a School or otherwise in the carriage of passengers (and, in particular, minors by bus); This can be found online at [www.eliteservicesltd.com/compliance](http://www.eliteservicesltd.com/compliance);

3.9 Most vehicles are fitted with operational CCTV and tracking system's, the Company adheres to the Data Protection Register. Any requests to view CCTV footage should be submitted in writing as per GDPR guidelines.

#### **4.0 Customer Obligations**

4.1 Customers shall make payments to the Company in return for a place on the Elite

Services Home to School Transport Service. Payments should be made by Direct Debit on the 1<sup>st</sup>, 15<sup>th</sup> or 30<sup>th</sup>/31<sup>st</sup> of the month as per agreement;

4.2 If Customers choose to pay the Company each School Term, payments are due prior to the start of each School term by Direct Debit;

4.3 If Direct Debits are returned unpaid, a £20.00 administration fee will be charged for each month and per child;

4.4 If payments are received late by 3 days or more, a late payment fee of £30.00 will be applied to your account; £30.00 will be applied per month and per child and the Company will contact you to collect the money outstanding.

4.5 After 3 days of non-payment, the Company will suspend your child/children's travel until full payment has been made including any late payment fees; your child/children will not be permitted to travel on any service operated by the Company until the outstanding payment has been received.

4.5.1 If travel is refused for non-payment or any other reason such as not being in possession of a valid QR pass; should your child/children be at the bus stop they will remain under the care of the parent/carer/person with parental responsibility. You will be required to make alternative arrangements until you receive confirmation that travel can be reinstated;

4.5.2 If your child/children are at school, they will remain under the care of the school. You will be required to make alternative arrangements to collect your child/children;

4.5.3 Students who share their QR pass with another user so that they can use the service or board another route fraudulently will have their pass immediately revoked to

prevent further travel. To reset the pass, an administration fee of £50.00 will be required along with the fee for each journey fraudulently taken. No refunds or credit notes will be provided for the time where the student is unable to travel until the pass is reset.

**4.6** Accounts cancelled in April, May, June, July and August and reinstated in the following 6 months onwards will be subject to a £200 administration charge payable before the Passengers Pass is authorised for your child.

**4.7** Upon termination of the contract all balances outstanding must be paid in full. Failure to do so will result in legal action being taken to recoup outstanding monies, unless agreed by the Company in writing.

**4.8** Provide the full contact details of 2 adults over the age of 18 who may be contacted in regards to the child/children at any time. Full contact details should be two email addresses and two phone numbers;

**4.9** Customers must disclose any relevant medical or additional information relating to the child/children to ensure safe travel to both the Driver and other passengers.

**4.10** Company will hold this information securely in line with GDPR and will only share this information securely with the Driver if it is deemed necessary;

**4.11** Understand that the child/children remain under the care of the person with parental responsibility for them or the school until they embark the vehicle. They will also be under the care of the person with parental responsibility or the school when they disembark the vehicle. If travel is refused for any reason, the child's care will remain with the school or parent;

**4.12** Understand that should the student share their QR bus pass with another student in an attempt to board the services fraudulently, the QR pass will be cancelled with immediate effect. The Bill Payer will be required to pay a £15.00 admin fee to have a new QR pass

reinstated. If another student has boarded the service fraudulently and used the service on your child's pass, you will also be required to pay the cost of a Single Use Pass on top of the admin fee to reinstate your child's QR pass.

## 5.0 Status of the Company

**5.1** During the term of service, the Company shall be an independent contractor and **not a servant of a School**. This agreement shall not create any partnership as between the Company and a School. However, the Company will work closely with each School at all times, especially in regards to incidents of poor behaviour or safeguarding. The Company will only share certain data (not financial) with the school when dealing with incidents.

## 6.0 Miscellaneous

**6.1** If any provision of the Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the parties shall amend such provision in such reasonable manner;

**6.2** Each party acknowledges that this Agreement contains the whole Agreement between the parties that it has not relied upon any oral or written representation made to it by the other party and/or their employees or agents, and that it has made its own independent investigations into all matters relevant to it.

**6.2.1** This Agreement supersedes any prior agreement between the parties, whether written or oral, and any prior agreements are cancelled as of the date hereof but without prejudice to any rights which have already accrued to either of the parties;

**6.3** No announcement concerning this Agreement or its contents shall be made by the Company other than as required by law;

**6.4** The Company shall not assign any of its rights or duties under this Agreement unless the Company is purchased.

## 7.0 Costs

7.1 Customers of the service agree to pay the Company on the specified day of the calendar month agreed.

7.2 The customer agrees to pay the following charges for the Home to School Service

**Admin Fee:**

£70 one-off non-refundable deposit

**Standard Service: Home to School AM & PM ONLY (one journey each way each day)**

**Premium Service: Late Bus Service with unlimited use for each child**

This service is not available for every school on the Home to School network.

7.2.1 The Company agrees that the prices above are fixed for a 3 month term unless operating costs such as fuel costs rise in excess of 5%. In such cases, the Company agrees to absorb the first 2.5% of the cost and the remainder of the amount will be charged to the Customer. The Company agrees to inform Customers of such price rises.

7.2.2 Customers must make the due payment by the specified date set out by Direct Debit. In the event that a payment defaults, payment of the arrears only can be made by card payment using our preferred online payment system).

7.2.3 The Customer agrees to continue to pay for the Home to School Service should their child/children be suspended from using the service. The Customer understands that the Company will not issue a refund or credit for the monies lost during the suspension period.

7.2.4 It is the responsibility of the Customer to ensure that travel is paid for. If payment is not made, or is late, the Customer should contact the Company immediately;

## 8.0 Delays

8.1 On occasions where delays occur due to traffic or unexpected road works, the Company will send a Push Notification alert message via the App/Web Portal System to the contact details provided on the Customers online account for Home to School Transport, informing you of the delay.

8.2 If the Company are notified in advance of pending road works taking place on a route, an email will be sent using the email address provided by the Customer on the original Application Form to notify you of the possibility of delays.

8.3 The Company advise that passengers must wait at their designated bus stop at their normal pick up time at least 5 minutes earlier than the scheduled pick up time regardless of a notified delay as the bus may arrive earlier than anticipated.

8.4 In the event of a delay due to mechanical breakdown, the Company will continue to provide the Service and reserve the right to use a sub-operator if necessary.

8.5 In the event of inclement weather, the Company will decide whether it is safe to run the Service regardless of whether the School is open or other operators' operational status. The Company will notify all customers of any delays or cancellation to service at the first available opportunity using the Push Notification alerts on the App/Web Portal system. The Company will also place a notification on the H2S section of the website where possible: [www.eliteservicesltd.com](http://www.eliteservicesltd.com)

8.6 The Company will not provide refunds or credits for a delay to the service or cancellation.

## 9.0 Complaints

9.1 If the Customer is dissatisfied with the Home to School service provided by the Company or wishes to raise a complaint about an incident that has occurred on the service, an email should be sent to: [schooltransport@eliteservicesltd.com](mailto:schooltransport@eliteservicesltd.com)

Or a letter sent to:

The School Transport Manager  
Unit 3/6 Adswood Road Industrial Estate



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Adswood Road  
Stockport  
SK3 8LF

9.2 The Company agrees to respond to any complaint correspondence within 48 hours of receipt of the complaint.

9.3 If the Customer is not satisfied with the response given to their complaint, the Customer will request the contact details of the Director(s) of Elite Services Limited- Home to School Transport and submit a complaint directly to them. The Director will endeavour to respond to the complaint within a further 3 working days from receipt of the escalated email.

### Contract for the provision of Services:

<b>Name:</b>	
<b>Address:</b>	
<b>Signed:</b>	
<b>Relationship to Child:</b>	
<b>Date:</b>	12 April 2023

### **For and on behalf of Elite Services Ltd – Home to School Transport:**

<b>Name:</b>	
<b>Position:</b>	School Transport Team
<b>Signed:</b>	
<b>Date:</b>	12 April 2023



## Home to School: Student Contract

**By using the Elite Services Ltd Home to School Transport Service, I understand that I am agreeing to the following conditions of travel on board any of the vehicles:**

1. I will not share my QR bus pass code with anyone else including other users of the service and students who do not use the service
2. I will not attempt to board any other route other than the route I am registered to. I understand that should I attempt to do this, it will alert the driver and I will not be permitted to board.
3. I will remain seated at all times whilst on the vehicle and wear my seatbelt
4. I will not use inappropriate language or behave inappropriately towards any other user or the Driver of the service
5. I will remove all rubbish from my seat and surroundings that may be generated.
6. I will not vape/smoke on board the vehicle and understand that by doing so, it will result in a fixed term suspension from the service. Additionally, my parents and school will be informed.
7. I will travel on my own route and not attempt to board any other route without prior permission from Elite Services Ltd Home to School Transport Team
8. I will show my pass to the Driver and 'scan on and off' the vehicle using the scanners as I board the vehicle.
9. I will not cause any damage or vandalise the vehicle in any way. I understand that any damage caused will be chargeable to my Bill Payer and a fixed term suspension will be issued so that I will not be able to travel on the service for that period of time.
10. I will not cause any damage to or vandalise any other passengers belongings whilst on the vehicle.
11. I will not board the vehicle in football boots (including studs) and will change my footwear before leaving school to ensure there are not delays to the departure of the vehicle.
12. I will be at my designated pick up point 5 minutes before my departure time each morning.
13. I will board the vehicle at least 5 minutes before my departure time from school each evening.
14. I will ensure I take all my belongings with me when I leave the vehicle each morning and evening.

I understand that if I do not adhere to the terms of the contract above, it will result in either a Formal Written Warning being issued, a Fixed Term Suspension from the service or a Permanent Exclusion from the service. I also understand that my parents/carers will be informed as well as my school.

<b>Signed:</b>	
<b>Full Name:</b>	
<b>School:</b>	
<b>Date:</b>	Wednesday, 12 April 2023



# Home to School: Student Contract