

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 School Tracker App to purchase a pass for their child to use an allocated school route operated by Elite Services Home to School Transport Limited.
- All students are required to scan onto their allocated school route with a current/live QR pass purchased in advance of the student boarding.
- **No student is permitted to board the service without scanning on.**
- All students must wait at their designated pickup point at least 5 minutes earlier than their scheduled pick-up time with the QR bus pass open and ready to scan.
- Parent/carer/customer/bill payer to provide notice in writing of your intention to leave with the understanding that failure to purchase a pass for 2 calendar months will result in your account being terminated automatically.

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 Ltd” 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 and using the service;

“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” and “Passengers”

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

“Designated bus stops”/ “Pickup Points”

Means the bus stops/pick-up 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, commitment to providing the service 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 purpose 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 or two months or more where the customer/bill payer does not pay for the service;

“App/Web Portal” and “School Tracker”

Software used by the Company, customers/bill payers and children to scan on/off the vehicle, make payments and track vehicle movements.

- 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 should ideally be given to the Home to School Transport Team schooltransport@eliteservicesltd.com from the customer/bill payer to terminate the contract with the Company.
- 2.3 Should the customer/bill payer fail to purchase a pass within 2 consecutive months, the account will automatically be terminated with no refunds/rebates due. Customers/Bill Payers wishing to return their child to the service within the time frame outlined in Clause 4 will be subject to the appropriate returning non-refundable deposit fee outlined.
- 2.4 The Company will give one full month's notice (30 days) in writing to terminate the contract with the Customer if required.
 - 2.4.1 Exceptions to Clause 2.4 include if a child is given an immediate permanent exclusion from the service.



Home to School: T&C's Contract

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 or mobile phone device capable of reading the QR code.
- 3.7 The Company or any of its Drivers shall not:
 - 3.7.1 Carry on the bus/service passengers other than the Home to School Passengers, Home to School Transport Staff or other staff of the Company if necessary;
 - 3.7.2 Allow any other person, not connected to the Company to drive the vehicle at anytime;
 - 3.7.3 Allow passengers to change their allocated route to another route unless arrangements are made with the Company beforehand and authorisation given in writing; This should be done in advance in writing to the Home to School Transport Manager requesting for the change. Once authorisation is given the Company will give instructions on how to purchase a new pass for the new route and cancel access to the old route.
 - 3.7.4 Allow any student to board the service without scanning on with a valid and active QR code that has been purchased in advance whilst ensuring the pass is registered to the students' allocated route.
- 3.8 Any student wanting to bring friends/exchange students on board will need to seek authorisation with the Company via written or verbal notification. This request must be made with at least 48 hours notice. Upon

authorisation, you will be asked to purchase a pass via the App which will generate a QR code. No student will be permitted to board without a valid and active QR code; Failure to secure permission and obtain an online QR Code Bus Pass will result in the student being refused access to the route.

3.9 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 ;

3.10 Most vehicles are fitted with operational CCTV and/or 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 in advance of using the service. Payments should be made via the App only.
- 4.2** Customers are required to make a non-refundable deposit/admin payment of £80.00 via BACS once the Home to School Transport Manager confirms the receipt of a completed Application Form and Signed Terms and Conditions to use the service. The customer understands that the place is not secure until the non-refundable deposit fee is received in full and written confirmation is given by the Home to School Manager.
- 4.3** If Customers choose to pay the Company each School Term, payments are due prior to the start of each School term via payment on the App;
- 4.4** Customers agree to make monthly/termly or annual payments via the App to generate an active QR code that will allow their child/ren to travel. Should the customer/bill payer not purchase a pass within 2 consecutive calendar months, the Company will automatically close the account; your child/ren will not be permitted to use any services operated by the Company without reapplying for a place and paying the appropriate non-refundable deposit fee as outlined in clause 7.0.
- 4.5** If travel is refused for not being able to show a valid QR code pass; nonpayment for a pass via the App or any other reason: should your child/ren 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;
- 4.5.1** If your child/ren are at school, they will remain under the care of the school. You will be required to make alternative arrangements to collect your child/ren;
- 4.5.2** 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 via BACS 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** Cancelled accounts on the Home to School Transport Service will require the parent/bill payer to reapply for a place. Customers/Bill Payers who ask to be reinstated to the service in the following 6 months after the account is cancelled, will be subject to a £200 administration charge payable via BACS before a new account is set up 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/ren 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/ren 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 £50.00 admin fee via BACS 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.
- 4.13** Understand that no refund or credit will be given for your child being unable to use the service if they are not permitted to travel due to not:
- 4.13.1** having a valid QR code to scan on with
 - 4.13.2** being able to travel during the time period taken to reinstate a pass brought about by fraudulent activity.
 - 4.13.3** Being able to travel due to a fixed term exclusion.
 - 4.13.4** Being able to travel due to a permanent exclusion.
- 4.14** Understand that should the student attempt to board a route their pass is not registered to, they will not be permitted to board the service and will remain under the care of the parent/carer/person or school. You will be required to make alternative arrangements for your child.

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 in advance for a pass.

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

Admin Fee:

£80 one-off non-refundable deposit/admin fee via BACS to secure a place on the service.

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 full payment on the App to generate a QR code pass in advance of boarding any services. In the event that a payment defaults, the child will not be permitted to use the service until a pass can be bought in full via the app.

7.2.3 The Customer understands that should their child/children be suspended from using the service, 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 in advance of your child boarding the service. If payment is not made, the Customer understands a QR code will not be generated and the student will not be permitted to travel.

7.2.5 Customers wishing to leave or stop using the service whilst in possession of a live pass will not be refunded for the remainder of the month you are in. E.g. Leaving the on the 2nd February, will result in no monies refunded/credited for the remainder of February. Any refunds or credits will be given for any full unused months that have been paid for in full in advance.

7.2.6 Any requests for a refund/credit should be applied for using the Company's refund form available from the Home to School Transport Manager. Any refunds or credits given will be at the discretion of the Company.

7.2.7 Customers wishing to join the service mid-month understand that a pro-rata'd pass is not available and only a full-priced ticket will be available to purchase from the app.

8.0 Delays

- 8.1** On occasions where delays occur due to traffic or road works, the Company will send a Push Notification alert message via the App 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. The email will advise if there is an alternative provision in place e.g. alternative pickup point or route.
- 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. Passengers should not wait in cars or doorways as moving to the coach can cause the vehicle to have to wait longer and add time to the journey.
- 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.
- 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

Or a letter sent to:

The Home to School Transport Manager
Unit 3/6 Adswood Road Industrial Estate
Adswood Road
Stockport
SK3 8LF

Full details of our complaints procedure can be found on our website under the Compliance section.

- 9.2** The Company agrees to respond to any complaint correspondence within 48 hours of receipt of the complaint to acknowledge they have received the complaint. A full response to the complaint should be sent within 28 working days of the complaint being received to allow for any investigations to be completed.
- 9.2.1** Any complaint made must be made within 5 days of the incident/problem occurring.
- 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 Ltd and submit a complaint directly to them. The Director will endeavour to respond to the complaint within a further 5 working days from receipt of the escalated email.

Contract for the provision of Services:

Name:	
Address:	

Signed:	
Relationship to Child:	

ELITE

Home to School Transport

Home to School: T&C's Contract

Date:	23 July 2024
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For and on behalf of Elite Services Ltd – Home to School Transport:

Name:	
Position:	School Transport Team
Signed:	
Date:	23 July 2024



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 attempt to board any of the services without a valid QR pass.
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 not attempt to board a friend's service without permission from the Home to School Transport Manager.
4. If I wish to travel home with a friend on a route I am not registered to, I understand I must ask permission from the Home to School Transport Manager AND purchase an 'Ad Hoc Single Pass' through the App.
5. 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.
6. I will show my pass to the Driver and 'scan on' the vehicle using the scanners as I board the vehicle. I understand that I am not permitted to board without scanning my own pass.
7. I will remain seated at all times whilst on the vehicle and wear my seatbelt.
8. I will not use inappropriate language or behave inappropriately towards any other user or the Driver of the service.
9. I will remove all rubbish from my seat and surroundings that may be generated.
10. 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.
11. 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.
12. I will not cause any damage to or vandalise any other passengers' belongings whilst on the vehicle.
13. 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.
14. I will be at my designated pick-up point 5 minutes before my departure time each morning.
15. I will board the vehicle at least 5 minutes before my departure time from school each evening.
16. 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.

Signed:	
Students Full Name:	
School:	
Date:	Tuesday, 23 July 2024



Home to School: Student Contract