

Pulham & Sons (Coaches) Ltd.

General Terms & Conditions



1. Application of Terms & Conditions

- 1.1. These terms and conditions apply to all privately funded Home to School Transport. Making an enquiry or booking will be deemed as acceptance of these Terms & Conditions.

2. Application, Pricing and Bookings

- 2.1. The company reserve the right to delay an offer of transport or refuse an application, regardless of completion of an application, until they are satisfied that sufficient seats are available.
- 2.2. It is the applicant's responsibility to ensure contact is made to the company within 7 days of applying if an application has been made but not further communication has been received.
- 2.3. Where transport is not able to be provided on the part of the company, applicants will be placed on a waiting list. Waiting list priority will be judged by the date and time the application was submitted online.

3. Route and Time Variation

- 3.1. During the journey, the driver is the sole judge of reasonableness with regard to any change of route.
- 3.2. The vehicle will depart at the time agreed on the formal timetables which are approved at the start of each academic year. It is not guaranteed that children will join the same bus or route as the previous academic year.
- 3.3. Home to School Transport timetables are subject to change at any time and this will be communicated via the educational establishment the child is attending.
- 3.4. We reserve the right to make changes to student's allocated routes at any time.
- 3.5. The Company accept no liability for loss or injury to any student who fails to join the vehicle at the agreed boarding times or if the student chooses to alight at a different stop.

4. Students and Student Code of Conduct

- 4.1. All students must remain seated with their seatbelts securely fastened whilst the vehicle is in motion.
- 4.2. The Company will not accept liability for any loss or damage incurred by passengers who fail to follow the instructions given by the driver and the school.
- 4.3. In the interests of other passengers, no musical instruments, radios or other audio devices shall be played without the permission of the driver.
- 4.4. It is strictly forbidden for any student to carry or consume illegal drugs or carry real or replica weapons on the vehicle.
- 4.5. Smoking is not permitted on any Company vehicle including the use of substitute products such as electronic cigarettes.
- 4.6. Students must not distract the driver at any time whilst s/he is driving the vehicle unless there is an emergency. Students must not use emergency exits or doors unless instructed to do so or there is a genuine emergency. Students must not stand in front of the driver or on the stairwell
- 4.7. Students must not eat, drink or leave litter, throw items inside or outside of the bus or cause disruptive or aggressive behaviour towards another passenger or the driver.
- 4.8. Students must follow the instructions of the driver at all times.
- 4.9. The driver is responsible for the safety of the vehicle and as such may remove, or prevent from boarding, any passenger whose conduct is in breach of the Public Service Vehicle (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990. This includes passengers who are abusive to any person or whose behaviour is otherwise considered by the driver to be unacceptable. The parent or guardian will be responsible for the conduct of the student and for any damage caused to the vehicle by the student during the journey. All damage is reported to the school and the police will be contacted.
- 4.10. CCTV images may be recorded for the purpose of crime prevention and passenger safety.
- 4.11. Students must always have a valid QR Code when travelling on Home to School Transport and must have it ready to show the driver when asked. Students are not permitted to use their QR code on any other route, use another student's QR code or allow another student to use their QR code.
- 4.12. Students are expected to arrive at the boarding location before the bus is due. The company advises this be at least 5 minutes before. Parents and guardians are reminded that the times detailed on the official timetable are departure times. Students are expected to wait 20 minutes if the bus is late. All delays are communicated as soon as is reasonably practical via our social media (Facebook: <https://www.facebook.com/PulhamsCoaches> Twitter: <https://twitter.com/PulhamsCoaches>) or Pulhams Official Website: <https://www.pulhamscoaches.com>) The location of the vehicle will also be available via the App.
- 4.13. During inclement weather, parents, guardians and students are advised to visit a dedicated page <https://www.pulhamscoaches.com/snow> and the above social media sites to see the latest updates on disruptions to Home to School Transport. The company reserve the right not to serve stops which are considered too dangerous during inclement weather.
- 4.14. Students are expected to queue sensibly when waiting at their stop, stand away from the edge of the road and get on and off the bus in an orderly way to avoid hurting themselves and others. Students who are required to cross the road after disembarking should do so once the bus has driven way so that they can see other vehicles and can be clearly seen by other road users.
- 4.15. If the bus breaks down or is involved in an accident, students must follow the driver's instructions. Students should stay calm and not leave the area unless given approval by the driver. If a student is unwell or injured during the journey or know someone who is they should alert the driver when it is safe to do so.
- 4.16. The company reserve the right to withdraw transport for students who fail to comply with these rules.

5. Covid-19 Safety

- 5.1. These terms and conditions should be read in conjunction with the Covid-19 Safe Working Principles for Home to School Transport Services document.
- 5.2. Students must
 - 5.2.1. Wear a face covering on home to school transport unless they are exempt
 - 5.2.2. Board promptly and in a sensible manner
 - 5.2.3. Follow social distancing rules where possible on the vehicle and at bus stops

- 5.2.4. Remain seated, facing forward until the aisle is clear and must not queue in the aisle space
- 5.2.5. Use hand sanitiser and/or practice good hand hygiene before and after boarding
- 5.2.6. Follow instructions from their school about how to board in the afternoon

5.3. Students must not

- 5.3.1. Remove their face covering during the journey
- 5.3.2. Move seats between stops
- 5.3.3. Eat or drink whilst on the coach
- 5.3.4. Leave litter or personal belongings on the coach
- 5.3.5. Put their bags on the seats
- 5.3.6. Turn around to face their friends behind
- 5.3.7. Travel if they have symptoms of Covid-19

6. Passenger Property

- 6.1. The Company will take all reasonable steps to avoid loss or damage to Students' personal property.
- 6.2. The Company accept no liability for loss and/or damage to passengers' property, personal items or luggage left unattended in the vehicle.
- 6.3. All items of lost property when found are labelled and held at the Company Head Office and are subject to the current Public Service Vehicle (Lost Property) Regulations. Low value items (such as hats, gloves etc.) will be kept for one month. Higher value items (such as mobile phones, cameras etc.) will be kept for three months after which all items are destroyed. If requested, items of lost property can be returned to the owner of which the charges are recoverable.
- 6.4. It is the responsibility of the parent or guardian to ensure that adequate insurance cover is sought to cover loss or damage to the students' items.

7. Damage and Soiling

- 7.1. The parent or guardian is responsible for any damage or soiling caused to the vehicle by the student during the journey. A minimum charge of £100 will be made if the vehicle is damaged or soiled. If the extent of the damage or soiling is such that the vehicle is out of service for any length of time the Company may charge the hirer a minimum of £500 per day or part thereof for which the vehicle is out of service.

8. Cancellation by the parent or guardian

- 8.1. Once transport has begun cancellations must be made in writing and are subject to charges detailed in these Terms and Conditions.

9. Cancellation by the Company

- 9.1. In the event of any emergency or force majeure or any event over which the Company has no control including weather and road conditions no refund will be provided.

10. Complaints

- 10.1. In the event of complaints about the Company's products or services the parent or guardian should write to the Company within 14 days. In accordance with our Company Feedback and Complaints Procedure, all complaints are acknowledged within three working days and a full response can be expected within a further ten working days. If we are unable to conclude any investigations within this time, we will ensure the complainant is kept fully informed every five working days. Our Feedback and Complaints Procedure is available on request.
- 10.2. Complaints should be made in writing to the company head office found at www.pulhamscoaches.com or by e-mail to: info@pulhamscoaches.com.

11. Payment

- 11.1. The parent or guardian is responsible for paying the full year's fee regardless of personal circumstances such as but not limited to the student leaving the educational establishment, passing a driving test or using an alternative mode of transport.

12. Full or part payment prior to the start of the school term is required in order for a seat to be guaranteed

- 12.1. Failure to pay the required fees will result in the removal of school transport.
- 12.2. The Company reserves the right to add interest at the rate of 2% per month above the base lending rate of Lloyds Bank from the date by which payment should have been made.
- 12.3. The Company reserve the right to refer unpaid accounts to County Court for judgement.
- 12.4. Payment can be accepted by BACS transfer, debit card, credit card or online via the company's client portal using Sage Pay.
- 12.5. Home to School Transport is zero-rated for the purposes of Value Added Tax (VAT).

13. Terms and Conditions of Transport

- 13.1. These Terms and Conditions are subject to change without written notice.
- 13.2. Specific Terms and Conditions apply to each school, you will find these in the App, in Account – Settings and information.