

Flagfinders

School Transport Terms and Conditions

These terms and conditions apply to the services provided by Flagfinders (CTB) Ltd, a limited company registered in England and Wales (company number 1289021) whose registered office is at 267 Coggeshall Road, Braintree, Essex, CM7 9EF (referred to as “Flagfinders” or “we” or “us”) to the customer.

It is essential that passengers behave in an appropriate manner while travelling on our services. By purchasing a ticket, you agree to abide by these Terms and Conditions and Flagfinders reserves the right to refuse travel to any passenger who does not comply.

These terms and conditions may be amended at any time. The latest version (posted on the company website www.flagfinders.com) shall apply and supersede any previous terms and conditions in respect of home to school transport.

These terms and conditions are subject to your rights as a consumer under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (“**CC (ICAC)**”) and the Consumer Rights Act 2015 (“**CRA**”).

1. Payment Information

- 1.1 The fare is an annual sum not a daily or weekly fare and it must be paid in advance of travel.
- 1.2 The cost of the whole year’s travel is at a discounted rate.
- 1.3 Payment by direct debit is for the whole year’s transport and not for month by month transport and as such any cancellation will mean that you become liable for the remainder of the full year (see Cancellations/Refunds)
- 1.4 Where a student commences use of the service part way through the school year, their monthly payments shall be calculated on a pro-rata basis and the first month’s payment shall be calculated for the whole month irrespective of the exact start date within that month.
- 1.5 Direct Debit instalments will be collected monthly over a 10 month period by GO CARDLESS on our behalf.
- 1.6 Please note a credit reference agency may be used to confirm your address and credit status.
- 1.7 You are asked to allow 4 weeks for processing of your initial Direct Debit application.
- 1.8 Advance notice will be given to you by GO CARDLESS prior to taking the first Direct Debit payment from your account (normally 10 working days before the amount is taken). The advanced notice informs you of the amount, date and frequency of payment. Where there is any change a new advanced notice will be issued.
- 1.9 The surcharge for failed Direct Debits is £10 which will be added to any outstanding balance payable by you to Flagfinders.
- 1.10 Credit/Debit Card payments can also be made via the ShuttleID portal.
- 1.11 If payment is not received the by due date Flagfinders reserves the right to withdraw (VOID) the pass.

2. Cancellations/Refunds

- 2.1 You have the right to cancel the contract within 14 days of the date of the order confirmation (“**Cancellation Period**”) for any reason. However, if we have started to provide the services within this Cancellation Period, you must pay us for the services we have provided up to the date you informed us of your wish to cancel the contract. Any refunds due for cancellations requested within the Cancellation Period will be made to the customer within 14 days of the date you informed us of your wish to cancel the contract.

- 2.2 We reserve the right to cancel the contract for any reason within 14 days. Any deposit received by us from you will be refunded if we choose to exercise our right to cancel the Contract within this time.
- 2.3 We also reserve the right to cancel the contract at any time during the school year in the event of any aggressive or abusive behaviour towards our staff from you or your child, and refunds in this instance shall be dealt with on a case by case basis.
- 2.4 If you no longer require the boarding pass you must provide a minimum of 2 weeks notice. This must be sent to us by e mail to office@flagfinders.com otherwise we will continue to charge you. It is therefore important that you read the payment information.
- 2.5 The refund amount will be calculated on the non-discounted daily rate from the beginning of the year less the number of days used to a complete week.
- 2.6 Subject to your rights in relation to the Cancellation Period set out in Clause 2.1, no refunds will be given in the last term of the school year unless the cancellation notice is received prior to the end of the Easter term.

3. Boarding/Pass E Ticket

- 3.1 Boarding passes/Etickets will be sent directly to the parent via e mail after payment or Direct Debit has been set up.
- 3.2 Once the boarding pass has been received the student can use the service in accordance with the relevant period.
- 3.3 The student must only use the service allocated and must show the pass/E ticket to the driver on every occasion or they may be refused access. **NO TICKET – NO RIDE**
- 3.4 Flagfinders reserves the right to withdraw the Boarding Pass/E ticket if the false information is supplied **or payment is not received by the due date**, in event of any misuse of the Boarding Pass/E Ticket or if the student does not conform to the relevant school's Code of Conduct for School Transport.
- 3.5 There is no allowance for non attendance, be it for sickness, holiday, school outing, work experience or exclusion from school
- 3.6 We regret that we are unable to offer refunds if your child is required by their school to self-isolate and not attend school for any length of time due to a Covid-19 case at the school.
- 3.7 In the event of a whole school closure during term time due to government measures to combat Covid-19, we will provide proportionate refunds to account for the days the services have not been provided under the contract. This refund amount will be calculated upon the re-opening of the closed school and once the number of days of that school closure has been confirmed. The refund will be made as soon as possible following the re-opening of the school.

4. Bus Travel Etiquette

- 4.1 Students are expected to behave in a reasonable manner when travelling on the bus. They must not distract the driver. They must not throw objects around in or out of the bus. They must not distract drivers of other vehicles. They must not use abusive language. Seatbelts should be worn if fitted to the vehicle. Students should sit in their seat and not wander around the vehicle whilst in motion. No knives, sharp objects or any other object capable of causing injury shall be permitted on the vehicle.
- 4.2 No food or drink to be consumed on the vehicle. No alcohol. No smoking or vaping.
- 4.3 In the event of continued disruption/misbehaviour, those responsible will be given a (**STRIKE 1**) verbal warning. Should the warning prove not to be sufficient, then a (**STRIKE 2**) written warning will be issued either by letter or e mail and sent directly to the parent/guardian and a 7 day ban will be applied. If this fails to resolve the issue then the student will receive a (**STRIKE 3**) exclusion from the bus service permanently.

- 4.4 In the event that an allegation is made that any student poses a potential threat to the health and safety of any other passenger, the driver or anyone else, that student will be temporarily suspended from travelling on the vehicle until the facts are known and any investigation is concluded. If following the outcome of an investigation any such allegations are confirmed, the student will be permanently excluded from the bus service. Flagfinders will work with the school, the local authority and will contact the police if necessary regarding any incidents.
- 4.5 Any damage to the bus caused by any student will result in the immediate exclusion from the bus service and action to recover the cost of repair of the damage, replacement bus hire and any others costs will be taken.
- 4.6 It is up to the student to ensure that all belongings are taken with them at the end of each journey. Flagfinders accept no responsibility for any items left on the bus.

5. Service Information

- 5.1 The service will operate throughout the school academic year and will follow school timetables.
- 5.2 In the event of a bus failure an alternative bus will be sought either from our fleet or from another local operator, whichever is available first. The journey will then be completed.
- 5.3 In the event of a bus failure or delay you will be sent a notification via SMS text.
- 5.4 Passholders should be at their allocated pick up point **5 minutes** before the scheduled time.
- 5.5 CCTV Audio and Visual recording equipment maybe in use on vehicles used this route for the purpose of safety and security. This system is operated by Flagfinders.
- 5.6 Flagfinders reserves the right to amend the timetable or route of a school service of which passengers will be given a minimum of two weeks' notice.
- 5.7 Flagfinders reserves the right to cancel a service and transfer passengers to alternative services of which passengers will be given a minimum of two weeks' notice. In the event of a service being cancelled, the passenger may request a refund.

6. Privacy Notice

- 6.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our privacy notice which can be viewed here – [HERE](#)
- 6.2 Our privacy notice explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us if you have a query or complaint about the use of your personal information.