

**Plympton Academy ('the Academy')**  
**Terms and Conditions of Use for 2018-19 Plympton Academy Bus Services**

The Academy at its entire discretion provides a minibus service to bring students to and from the Academy on a daily basis in Academy term time from areas local to the Academy which are outside of Plympton and which are not otherwise served by buses operated by public bus companies on direct routes. You hereby confirm and agree that you wish to book a seat for your child on one of these minibuses in consideration for the payment of the fee as agreed with the Academy, and upon the following terms and conditions of use:

1. Pick-Up Points

Students may only join the bus at the designated pick-up point on his/her pass unless otherwise agreed with the Academy, but can be dropped at other designated bus stops on this route on the return journey. Should you wish to change your designated pick-up point you must request this in writing at least 10 days in advance of the proposed change. The Academy will make all reasonable endeavours to agree this change, but cannot guarantee such a change can be made during the academic year.

2. Passes

Once you have confirmed your agreement to the terms and conditions of use set out herein and paid the first £50 instalment of your annual fee, the Academy will issue your child with a bus pass. He/she should have their bus pass with them for each journey and show the minibus driver the pass on boarding the bus if requested to do so. Students will not normally be refused access to the minibus if they have an approved place on the minibus but have forgotten/mislaid his/her pass, but they will be required to obtain a temporary pass from the Academy's Reception as soon as reasonably practical thereafter but within 10 (ten) working days. However, the Academy does reserve the right to refuse a student access to a bus if he/she does not have a valid bus pass, or their loss of the pass becomes, in the Academy's opinion, a regular occurrence, or the student is found to be misusing the pass including without limitation loaning it to other students.

If your child loses his/her bus pass, you should contact the Academy Reception as soon as possible so that the Academy can cancel the original pass and issue a new one. Please be advised that there is a £2 administrative charge each time that the Academy has to re-issue a bus pass.

3. Behaviour

Whilst using the minibus service, your child must abide by the School Transport Code of Conduct which may be viewed on the Academy's web site and which the Academy has adopted subject to the amendments set out in the attached Appendix 1. Please be aware that if your child does not conform to this code of conduct, the Academy again does reserve the right to cancel this agreement and withdraw your child's bus pass temporarily or indeed permanently.

#### 4. Responsibility For Safety and Attendance

Please note that it is your responsibility to ensure that your child travels safely to and from the pick up/drop off points. You must make such arrangements as you feel are necessary to deliver or pick up your child to and from the minibus. Neither the bus driver nor the Academy are responsible for your child if you are not there to deliver them to the minibus or to meet them from the minibus and you should make alternative arrangements in the event that you are going to be delayed or unable to meet them.

As a rule the minibuses leave the Academy at 15.15pm. It is your child's responsibility to ensure that they catch the minibus on time. If they miss the minibus alternative arrangements will need to be made by you to pick up your child from the Academy so please discuss arrangements with your child in the event that this occurs.

Please note that notwithstanding the arrangements set out in this agreement, it is your responsibility under the Education Act 1996 to ensure your child attends school regularly.

Should the minibus be delayed for any reason during the course of its journey, any student already on the bus must remain on the bus at all times. Students not already on the bus should wait at their pick-up point until the bus arrives or until the Academy otherwise notify you that the bus has been cancelled or an alternative source of transport has been arranged by the Academy. Minibus drivers will be issued with an Academy mobile phone for use in such an emergency.

#### 5. Fees and Payment

Details of the termly fee for the minibus service for the academic year ending 20 July 2019 are available from the Academy. Fees due from you will be added to your child's ParentPay account at the start of the year. You can pay these fees at any time in advance or during the term via Parentpay in whatever instalments you determine, but all amounts due for a term must be settled by the end of the term in question. So for example, all sums due for the Autumn 2018 term must be settled by 14 December 2018.

Please note that the Academy does reserve the right to terminate your child's right to use this bus service with immediate effect if sums owing are not settled by the end of the term in which they become due. The Academy also reserves the right at its entire discretion to take such legal action as may be necessary to pursue as a debt any monies owing at the end of any term.

Should your child cause any wilful damage to the minibus of whatsoever nature including without limitation damaging seats or seat-belts, you will be obliged to pay for the reasonable costs of repair to the bus. You will be charged these costs in addition to the termly bus fee.

Subject to clause 7 below, the Academy cannot give any refunds for non-use of the bus for whatever reason.

Should you have any concerns regarding payment, please contact the Academy's Finance Office or email [finance@plympton.academy](mailto:finance@plympton.academy)

## 6. Severe Weather

Should weather conditions mean that the school is closed, the minibus service will not operate. Every effort will be made to advise parents of students using the minibus service by text/mobile phone at the time of closure.

## 7. Termination

Should you wish to cease using the service at any time before the end of the academic year (i.e. 20 July 2019), you must give a minimum of two weeks' notice either by email to [buses@plympton.academy](mailto:buses@plympton.academy) or in writing to Mrs Philpotts, Finance Manager. The Academy will email (or write) to you to acknowledge receipt and to confirm the cessation date. You will remain liable for the cost of your child's use of the service for that term whether they do use the service or not.

## Appendix 1

### Plympton Academy Minibus Service Code of Conduct

When using minibus services provided by Plympton Academy, students must adhere to the Code of Conduct issued by the Academy dated September 2018 (a copy of which is attached hereto and is available on the Academy's website)

<https://plympton.academy/policies/minibus>

with the following exceptions:

1. The Academy will not adopt the 'NO pass NO travel' policy but a variant thereof as set out in the student's minibus place offer agreement;
2. To support our drivers, they may ask for the pass of any student whose behaviour has been unacceptable or anti-social in their opinion. The following sequence then occurs;
  - the designated Academy Head of Year is given the pass;
  - the student must meet with the Academy Head of Year for their year group to discuss the allegations;
  - If the allegations are deemed to be unfounded, the pass will be returned unaffected;
  - Unacceptable behaviour will result in a stamp on the pass through one of the strikes. The pass will then be returned to the student to travel that evening and a note will be placed in his/her Planner. (Should the incident occur on the way home, the pass would be requested on the following morning trip for passing on to designated Academy representative;
  - Once three strikes have been issued the student will be unable to use the bus for a 5 (five) school day period, a meeting will then be arranged with Parents/Carers in order to reinstate the pass. The same would occur should the student refuse to hand over the pass to the driver.