

## **Provision of Transport; Terms and Conditions**

You are accepting the below conditions by boarding the vehicle with intention to travel. Please read through and raise any questions or queries prior to travel.

## **Terms & Conditions** (Applicable to all persons who use the bus service)

### **Organisation**

Passengers/Parents acknowledge that the public bus service is organised and arranged by Viscount Ltd, and not by any workplace or school attended served by the route. The service is open to ALL persons as a publicly registered bus service within England & Wales with the Office of the Traffic Commissioner. All seats are available on a first come first served basis with additional standing capacity.

### **The basis of Your Agreement with Us**

Viscount Travel Ltd agree to carry you on our vehicles solely upon and subject to the terms and conditions set out below and the Code of Conduct & Advice to Parents/Students and the general public, also shown below, and any additional terms and conditions which may be amended from time to time.

Together, these terms constitute the entire understanding between you, the passenger and Viscount Travel Ltd., and set out your legal rights and obligations and form the basis of our legal contract to you. These Terms and Conditions do not affect your statutory rights.

### **Duties of a Parent/Guardian/Responsible Person**

If you are the parent, guardian or legally responsible person who purchases a pass or accepts the declaration on behalf of someone else, you undertake that you have the authority to act on behalf of the other person. You also acknowledge that you are responsible for ensuring that the person travelling has read and fully understands these terms and conditions, the code of conduct and any applicable terms and complies with them.

## **The Bus Service**

We shall make reasonable efforts to provide the service we advertise. However, passengers acknowledge the right of the Viscount Travel Ltd. to change any aspect of the bus service including timetables and routes, or to discontinue the bus service, giving in each case, such prior notice as is reasonable and practicable. If the service is discontinued, customers will be entitled to any such pro-rata refund of any advance payment as it deems applicable.

We also reserve the right to arrange alternative transport as deemed by us to be appropriate at any time to meet our commercial needs and the need of our passengers without notice.

## **Access to stopping points**

From time to time, some roads may become inaccessible and can be due to a natural phenomenon such as flooding. Other factors could include road closures due to roadworks that are either planned or emergency or due to members of the general public being inconsiderate and causing obstructions through poor parking or other means. In any circumstances, if we are prevented from accessing any pickup points, the option for passengers will be to board at the next nearest pickup point offered on the route. Under no circumstances will additional services be provided. We will give as much notice as possible where we are aware of such issues via social media. No refunds of monies paid for transport will be given under these circumstances.

## **School Travel Payment**

For School Transport, Any person entering into this agreement for "long term" arrangements does so upon the understanding that they are committing to payments for the whole of the term agreed in writing prior to travel. Seats on a vehicle are first come first served with additional standing capacity allowed to that of the vehicle specifications and licensing. Parents under "long term" arrangement will be required to pay in advance with an agreed instalment method, by selecting of one of the terms offered. However, even though we provide various payment terms and methods, upon payment of the first amount, you will become immediately liable to Viscount Travel Ltd for the full price of the pass upon being issued to you.

You also accept that the weekly, monthly, or termly instalments do not relate to any particular period of time but are simply contributions in respect of the total annual fee. We reserve the right to recover the full amount upon written notice to you at any time during the school year, such discretion to be exercised reasonably.

From time to time at our discretion, we may refuse to issue a pass and under no circumstances will we issue a pass until all sums owing have been received by us in full as cleared funds. This can also include the payment of monies owed to us for previous travel periods.

We also reserve the right to ask for the full yearly amount of the transport fee in advance (plus any outstanding monies from previous academic years) if you have persistently defaulted on school or college transport payments.

It remains entirely the responsibility of the Parent (and the passenger) to ensure that students have a means to travel (Pass, ticket or payment method) BEFORE leaving the house and arriving at the bus stop. A valid ticket or pass must be presented or purchased upon entry in order for to travel to be permitted. Failure to produce a valid pass, ticket or alternative method of payment will result in refusal of travel. Viscount Travel Ltd. is not a charity and therefore does not have the responsibility nor legal obligation to allow free travel where there is no means presented. A certain level of discretion will apply, only in exceptional circumstances.

There will be no refunds or concessions made for lost tickets. "Period Passes" such as Termly or Annual will be replaced upon evidence of purchase and will incur a £15.00 admin fee.

Failure to complete payments for transport fees will result in pupils being excluded from school transport and from making any further transport applications.

**Please note the transport charge is calculated on an annual basis and there will be no reduction for any periods where transport is not required e.g., exam leave or sickness, or for any occasions when due to unforeseen circumstances, transport is not available e.g., snow days, vehicle breakdowns / lateness/enforced school closures due to a lockdown / early finishes/ school closure.**

If payments are not made in accordance with the chosen option, the pass will be deemed as cancelled. We reserve the right not to reinstate the pass, but if we do agree to reinstate it, charges will apply.

Students who are not enlisted under "long term" passes are welcome to use the bus by purchasing a ticket from the driver. Single, Return, Weekly & Monthly (4-Week) options are available at all times.

### **Cancellations and Refunds**

Cancellations will only be considered under the following circumstances;

§ You move out of the area of any of the services provided to the school.

§ The child changes or leaves the school.

§ The inability of the student to attend school long-term due to medical problems.

All requests must be given in writing to Viscount Travel Ltd and include supplementary evidence to back up the reasons given for the cancellation request. In agreeing to any refund, we will refund the amount that we, in our sole discretion, deem to be reasonable. The price paid for travel includes charges other than the travel element. Refunds are therefore not made on a pro-rata basis to the number of days of travel remaining as at any time, the minimum period of notice required for cancellation is 8 weeks.

### **General Travel Payment**

A valid ticket or pass must be presented to the driver in order to travel. Payment can be made by either cash or contactless card methods. Please note that the provision of paying by contactless card remains a concession and that in any event of being unable to process this transaction either by fault of the machinery or of the card holder, cash remains the default payment method at all times. Please ensure you have correct change or the smallest denomination of bank note possible. Free rides will not be given to persons whom the driver is unable to give full or correct change or where card payments are declined.

All "period passes/tickets" will be valid on ALL Viscount Travel services including, during dates of operation, our 109 Seafront Open-Top Service in Scarborough.

## **CCTV**

By accepting these Terms and Conditions and/or using our services, you consent to the use of CCTV surveillance being used on our vehicles and to the recording of images to protect the safety of our passengers and our employees, officers, agents and third parties, to prevent and detect crime and to apprehend and prosecute offenders. You therefore consent to the disclosure of any recorded images of your children to the police, other law enforcement agencies, the school, other schools, school authorities, legal representatives, the media (where considered reasonably necessary to identify victims, offenders and/or witness to a possible crime) and/or to any other relevant authorities.

## **Pickups/Drop Offs/Stopping Places**

Buses will only stop for passengers to board and alight at any bus stops along the route designated on the timetable or other agreed locations. Passengers should arrive at their bus stop 5 minutes before the bus is due to depart. Buses will only stop if the driver reasonably believes a person at that point is eligible for travel. At all times, intending/alighting passengers should indicate their requirement for the vehicle to stop in a manner recognisable by the driver, such as putting an arm out as would happen at a standard bus stop or by ringing the bell. Buses will not stop to pick up or drop off if the above has not been completed or if the bus driver reasonably thinks that to do so will present a risk to safety.

It is advised that at times of poor weather conditions such as snow, passengers wait at stops along main roads as side roads and some villages may be impassable and in hours of darkness shine a light of some description to the driver where no ambient lighting is present.

## **Personal Data**

You must notify Viscount Travel Ltd. in writing of any changes of your name, address and telephone number, e-mail address, banking details or changes of card (i.e., a replacement). When purchasing a pass from us, we require you to provide us with the personal information requested, including but not limited to your name, contact details and other information.



In providing your personal data to us, you give your consent for us to record and retain it, to use it in all subsequent correspondence between us and you and for us to disclose it to your school, place of work or the police and to other parties as we deem appropriate. We reserve the right to disclose anonymous information (by which you cannot be identified) to third parties at any time for any proper purpose.

### **Carriage of personal property**

We will only carry your personal property at our sole discretion. We reserve the right to prohibit articles, which can include, but are not limited to the following:

- 1 - Food or drinks or other fluids in non-spill proof or open containers (cleaning cost may be payable in the event of spillages).
- 2 - Articles which we deem unacceptable due to their size, weight, shape or character;
- 3 - Any items which we consider may cause damage, offence or harm to our employees, vehicles, other passengers and/or third parties and any other items which may be referred to as being prohibited from time to time.

Passengers are solely responsible for the safety and security of their personal possessions and will be liable for any damage or delay caused by it or the passenger to our employees, vehicles, property, to passengers and/or third parties by any personal possessions carried on our vehicles or placed at our premises. We do not accept any liability for any personal possessions, except in respect of damage suffered to such permitted possessions whilst on board one of our vehicles which has been caused by our negligence. In such cases, our liability:

- 1 - shall be excluded in respect of such items as jewellery, money (or equivalent), bank cards and fragile objects
- 2 - shall be limited to a total maximum payout of £300 per passenger per annum for all damages, such sum only payable upon us assessing and agreeing the value of the alleged damage.
- 3 - notwithstanding the above, no action shall lie against us in the case of damage to any personal possessions unless you make a detailed complaint to us in writing within seven (7) days of the alleged damage.
- 4 - Any damage or injury caused by another passenger on board the vehicle.

## **Lost Property**

If any discarded articles on our vehicles are found, the person finding it must notify and hand the article to the driver in the same condition in which it was found.

We reserve the right to charge for the return of lost, misplaced or discarded property on our vehicles, except where an article is returned to the owner during the course of the same journey in which case, on being satisfied that the claimant is bona fide, the driver will return the article to the claimant without payment or reward.

We reserve the right to open letters, packages, bags and other containers left on our vehicles or premises as we deem necessary. The application for the recovery of any lost property should be made to us in writing. If you fail to claim any article within one (1) calendar month of losing it, the property shall be deemed to have been abandoned and we may destroy or dispose of it immediately without notice.

Perishable goods shall be kept for no longer than forty-eight (48) hours following the time they were found. We reserve the right to dispose or destroy potentially dangerous articles immediately and without notice. We will not be liable for any damage however caused to any articles coming into our possession or arising in connection with our custody or return of such article.

## **Damage to vehicles**

Where a vehicle is damaged as a result of vandalism or negligence, we will seek to recover the full cost of repairs from the passenger or the parents/guardians of the person(s) responsible. If the amount is not paid, the travel pass will be withdrawn until such time as the amount is settled and may be referred to the police as criminal damage.

## **Damage Liability**

We accept no liability for any damage suffered by the owner or other parties caused by:

- 1 - vehicles not running on time or at all.
- 2 - timetable alterations, delays, early running, detention, lack of punctuality, suspension, withdrawal, cancellation or deviation of any vehicle or service whatever, including but not limited to vehicles breaking down or being defective, inadequate planning, inclement weather or driving conditions, flood, strike, lockout or other industrial action,

other act or omission of Viscount Travel Ltd, orders of a public authority, military action, riot, commotion, the provision by us of inaccurate or misleading information or by force majeure.

We accept no liability for indirect or consequential damage however caused. Nothing in these terms and conditions excludes our liability for death or personal injury insofar as the same is caused by our negligence or fraudulent misrepresentation.

We accept no liability for damage caused to, or by, any personal possessions carried by us except in respect of death or personal injury caused by our negligence. Such liability rests solely with the accompanying passenger. As expressly stated in these terms and conditions, we accept no liability for any damage suffered by passengers relating to our services.

Compensation may be considered for loss of earnings whereby the company was unreasonably at fault as considered by the management. Any claim should be submitted to the company in writing with evidence of the amount lost and being claimed for. These payments will be at the discretion of the company, and where offered, be considered a good-will gesture. Conditions Apply.

### **Code of Conduct**

By making payments for the service, Passengers and parents/students agree to comply with the Code of Conduct. Viscount Travel Ltd. will investigate any case of a complaint or bad behaviour. If the complaint is of a serious nature, such as vandalism or bullying, then transport rights will be withdrawn. If three complaints are received about the same person, the company can and will refuse to allow the person to continue using the service and no refunds will be made. If damage is caused to a vehicle by a passenger, an invoice for the full cost of repair will be sent to the person/parent and transport will be withheld until payment is made. Refusal to pay or make reasonable amends will be reported to the police.

### **Supervision**

No formal arrangements are made for the supervision of children when on the bus. There will not normally be a member of staff travelling on the bus other than the driver unless there is reason to do so. Parents are responsible for their children at all times and should ensure good conduct is encouraged at all times.



## **Dogs**

Dogs may be carried by their owners at the owner's risk. All registered assistance dogs accompanying blind or visually impaired persons for the purpose of guidance are carried free of charge. No dogs are allowed on seats at any time. The company reserve the right to refuse to carry any dog or charge for damages or toilet accidents.

## **Wheelchairs, Pushchairs & Mobility Aids**

Wheelchairs are generally accommodated on our buses, but there are some conditions and limitations. Buses are typically equipped with a wheelchair space, and drivers can deploy a ramp or lower the bus to facilitate boarding. However, Viscount Travel Ltd does operate a number of vintage vehicles and older coaches subject to relevant PSVAR exemptions and specific DfT certificates as permitted under the Public Service Vehicles Accessibility Regulations (PSVAR) 2000. If the bus is full, inaccessible by design, the wheelchair is too large, or if the wheelchair space is already occupied, the driver may need to refuse boarding. Pushchairs are generally allowed on buses, but there are some important guidelines to follow. Wheelchair users have priority for the designated spaces, and pushchairs may need to be folded if the space is needed or if the bus is full. It's crucial to ensure the pushchair doesn't obstruct the aisle and to remain with it at all times. The carriage of a pushchair in its complete state is a concession and not a right. If requested by the driver you **MUST** make a reasonable effort to fold your pushchair. Mobility scooters are allowed to travel at the driver's discretion.

## **Bicycles, Scooters & E-Scooters**

Bicycles and scooters are permitted to travel on our buses where they can be reasonably be accommodated without causing inconvenience or damage and is at the driver's discretion. Should you be asked to fold, where possible, you must do so and should also remain with your property at all times. E-Scooters are, for the most part, illegal to use in public spaces in the UK and we therefore do not allow their conveyance on our vehicles unless stowed underneath in the luggage compartments of a coach.

## **Drivers Discretion**

The driver of each bus has the authority to refuse to convey or carry any person whose behaviour appears to the driver to give rise to a risk of personal injury to themselves, or another or damage to property or vehicle. Violence, Threats or Verbal abuse and unreasonable rudeness will not be tolerated under any circumstances, passengers may be asked to leave the vehicle at any point on route and refusal will result in a call to the police for assistance.

The driver remains in ultimate charge of the vehicle.

## **Smoking policy**

Smoking is prohibited on all Company vehicles. This includes E- cigarettes.

## **Concerns or Complaints**

A passenger who has any concern or complaint relating to the bus service must notify Viscount Travel Ltd in writing, by email or by telephone in an urgent case (01751 269814). If the concern or complaint relates to a matter that could have pastoral or disciplinary implications within a school or workplace, the school/workplace should also be notified in writing.

## **Responsibilities of Passenger Viscount Travel Ltd**

Customers agree that the driver is not expected to

- 1 - Check that every person has boarded whom is entitled to do so before departure.
- 2 - Ensure that a passenger has alighted from the bus at the correct stop.
- 3 - See that any child has been met by a parent, carer or reasonable adult.
- 4 – Contact customers or make alternative arrangements for a person who misses the bus, alights at the wrong stop, or is not met at the stop.

## **Our Rights To Make Changes:**

**Viscount Travel Ltd reserve the right to change, cancel, suspend or withdraw services due to unforeseen circumstances, beyond our reasonable control, including emergency or safety reasons or other operational circumstances.**

Viscount Travel Ltd may from time to time for operational or other reasons outside our reasonable control make minor changes to services and the published timetable. This may include changes to pick-up times and locations of bus stops. In such cases bus pass holders will be advised in advance. In the event that the bus pass holder is unhappy with these changes they may request a refund in accordance with the "Cancellations and Refunds" section below.

Viscount Travel Ltd may temporarily suspend services or parts of a service due to unforeseen circumstances outside our reasonable control such as road closures, inclement weather or for other operational circumstances. In such circumstances we will notify bus pass holders in advance where possible. No refund will be made of in respect of any loss of service due to a temporary suspension and Viscount Travel Ltd will not be liable for any alternative travel costs incurred by bus pass holders if the suspension is for a period of 5 days or less.

Viscount Travel Ltd may withdraw a service or part of a service where the service is, in our sole discretion, no longer viable. If this is before the service commences (i.e., before the start of the academic year) Viscount Travel Ltd will provide bus pass holders with at least 8-weeks' notice in advance of the withdrawal of the service and a full refund of any advanced payments will be provided.

Viscount Travel Ltd will not be liable for any alternative or replacement travel costs incurred by bus pass holders at any time including during and after any notification period referred to above has ended and after any service has been withdrawn.

If you have any comments about this information or the services, it relates to or if you require further information:

**Write to:**

Viscount Travel Ltd.  
Chestnuts, 4 The Square,  
Maltongate, Thornton le Dale,  
Pickering, YO18 7LF

**Email:** [office@viscounttravel.co.uk](mailto:office@viscounttravel.co.uk) **or visit our website:** [www.viscounttravel.co.uk](http://www.viscounttravel.co.uk)