Masons Terms and Conditions

The following booking conditions form the basis of your contract with Masons Minibus & Coach Hire Ltd. These booking conditions set out the conditions of the contract between you and Masons Minibus & Coach Hire Ltd and our contractual commitments to each other. Please read them carefully as they set out our respective rights and obligations. By asking us to accept your request and make a booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them.

A binding contract between us comes into existence when a deposit is paid to secure a space on the transport.

Booking procedure

New and existing parents will be contacted prior to the following academic year starting. A deposit ticket will be made available on our Bus Hub portal and joining instructions will be given to families. To secure a space on one of our routes you will need to select your preferred route and pay a £50 non-refundable deposit, this will secure your child's space for September. The deposit against your preferred route is not transferable to other routes. If you are undecided about the route you require you can either speak to the office for advice or purchase two deposit tickets, one for each route. If your child is due to start A-Levels in September and is awaiting confirmation of a space at school, we recommend purchasing your deposit ticket to secure a space on the school transport. We will not be able to temporarily reserve spaces pending the school announcement.

Student behaviour

It is essential that passengers behave in an appropriate manner whilst travelling on our services. By completing the booking form and purchasing a bus pass, you agree to abide by these Terms and Conditions, and **Masons reserves the right to refuse travel to any passenger who does not comply**.

Bus passes

Bus passes must be shown when boarding and must always be available for inspection. If a pass is lost, a replacement must be purchased from Masons at a fee of £10+VAT. Our drivers reserve the right to confiscate damaged, defaced, or illegible passes, and a replacement must be purchased.

FAILURE TO PRODUCE A VALID PASS WHEN BOARDING WILL RESULT IN THE PUPIL BEING DENIED TRAVEL.

Seat belts

It is a legal requirement that passengers wear seat belts, where fitted. Our drivers are unable to assist children with putting on their seat belts.

Timetable

The route and timetable are part of a registered service and cannot be changed or altered at short notice. Should there be any changes, parents will be notified.

The vehicle will depart promptly at the times shown. Passengers are advised to be at their stop in good time and stand where the driver can see them. We cannot wait for passengers who are late. It may be necessary to indicate to the driver that you wish to board by raising your arm as the vehicle approaches. Should we become aware of traffic issues etc. on any given day we will inform parents via email.

Passenger behaviour

Masons reserves the right to refuse travel to, or permanently ban, passengers for serious misconduct, or consistent incidents of bad behaviour, on any route operated by the company. No refunds will be given in these circumstances.

While travelling to and from school, pupils are bound by their school's own behaviour policy, as well as Masons' terms and conditions. Any behavioural incident which is considered unacceptable by our drivers will be reported to the school immediately so that it can be logged by them, and any sanctions duly given. Please note that this includes not being seated on the bus.

Masons will liaise with parents and schools as necessary to try and help resolve any behavioural issues, but please report any incident of bad behaviour directly to the school in the first instance.

It is a requirement for all pupils to wear a seat belt if they are fitted to the bus. It is not the bus driver's responsibility to ensure that pupils wear a seat belt. There is no seating plan and students are free to sit wherever there is space on the vehicle.

All vehicles are non-smoking, include e-cigarettes

Parental behaviour

Please note that parking at bus stops to drop off/pick up children is completely unacceptable. This can cause a dangerous hazard, as it makes it very difficult for our drivers to stop safely to pick up/drop off your children.

Verbal abuse of our staff will not be tolerated. We reserve the right to refuse travel to, or permanently ban, any passenger whose parent abuses our staff.

Fare structure

Fares are reviewed annually by the company. Masons reserves the right to alter the pricing for any route, but we will provide appropriate notice to parents, and alterations will not be made after a booking has been made, unless where applicable – mentioned below. Payments are made via our Bus Hub portal.

Please note that the annual payment is a one-off, discounted payment. No refunds will be made for this payment at any time. If you suspect that you may need to cancel your child's place part way through the school year for any reason, you may wish to consider paying monthly (whereupon one calendar months' notice is required – please see our 'Cancellation of Transport Policy' document for more details).

Please note that monthly payments are due on the first of the month. From September 2020, a 'late payment' fee of £10 per month will be applied to any account for which a payment is received late. If more than three payments are late, you will be required to pay for the rest of the year's travel in full, or your child will be removed from our transport immediately.

Should you wish to make any changes to your confirmed route, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any

such requests. Where we can, an amendment fee of £10+VAT per person is payable if you wish to change routes during the year (this includes a replacement pass).

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

Please note, changes and errors occasionally occur. You must check the price of your chosen route at the time of booking. We will advise you of any error of which we are aware and of the then applicable price at the time of booking.

Once the price of your chosen route has been confirmed at the time of booking, we will only increase or decrease the price in the following circumstances.

Changes in the cost of the following mean that the price of your route may change after you have booked.

(a) The price of transportation resulting from the cost of fuel or other power sources;

Minimum numbers

Some of the travel arrangements shown on our website can only be operated if there is sufficient demand for the same and a sufficient number of people book these routes. If there is insufficient demand on subsequent confirmed bookings, we have the right to cancel the travel arrangements in question.

If we have to do so, we will notify you as soon as possible. In this situation, you will then have the choice of accepting an alternative travel arrangement of equivalent or closely similar standard.

When we cancel for lack of numbers in accordance with this paragraph no compensation will be payable. In the unlikely event that we do need to cancel your route for the reason of lack of numbers, we will not do so less than 20 days before your first travel date.

Force majeure

Very rarely, we may be forced by "force majeure" to change or terminate your route. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure". In these booking conditions, "force majeure" means any event which we or any supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, pandemic and all similar events outside our control.

Our Liability

We promise to make sure that the route arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care.

This means that, subject to these booking conditions, we will accept responsibility if, for example, a participant suffers death, illness or personal injury or the contracted route arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted route arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us.

In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

(2) We will not be responsible for any injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: –

- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- the act(s) and/or omission(s) of a third party not connected with the provision of your expedition and which were unforeseeable or unavoidable or
- force majeure' as defined in clause 11 above

Personal Data

Please keep Masons Minibus & Coach hire Ltd up to date with any changes to your name, address, telephone number and e-mail address. 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, the police and to other parties as we deem appropriate.

Personal property

Masons Minibus & Coach hire Ltd accept no responsibility for lost property or articles left on the vehicles as they are done so at the owner's risk, any items unclaimed will be disposed of after four weeks.

Food and drink

Strictly no food or drinks to be consumed on the bus during travel, this is except for water.

Damage to vehicles

Where a vehicle is damaged because of vandalism, we will seek to recover the full cost of repairs from the parents/guardians of the student/s responsible. If the amount is not paid, the travel pass will be withdrawn until the amount is settled. It is important that your child/children only travel on the bus they have been allocated, attempting to travel on another service may result in them being excluded from travelling with Masons Minibus & Coach hire Ltd.

Unforeseen issues with the service

Very occasionally the service may run late due to unforeseen circumstances, such as break down, traffic or roadworks, you should wait for 20 minutes after the bus was due to arrive at the pick-up point.

Masons Minibus & Coach hire Ltd will do its utmost to provide alternative arrangements. As soon as the operations team are made aware of an issue, they will send a text alert out to parents to inform them of the issue and the arrangements made for replacement service.

Adverse weather conditions

If schools decide not to open due to adverse weather, they will announce this on the school closures webpage; https://closures.buckscc.gov.uk/

Masons Minibus & Coach hire Ltd Coaches will try to ensure that home to school transport is operated during severe weather but only when safe do to so.

Complaints procedure

In the unlikely event that you have any reason to complain or experience any problems with your route, you must immediately inform Masons Mini us & Coach Hire Ltd in writing. Any verbal notification must be put in writing and given Masons Minibus & Coach hire ltd as soon as possible.

Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 28 days giving your booking reference and full details of your complaint.

If you have any concerns or complaints, or indeed feedback of any kind, please direct these by email to schools@masonscoachhire.co.uk.