



13.06.18

Dear Parents,

School Bus Service information

I am pleased to be able to offer bus transport services for pupils for transport to and from the School. The details of the transport services offered by the School (including routes, collection are set out below). Please note details of location and timing within in each area is not confirmed as yet and will be completed as soon as we have a reasonable number of committed parents.

The School Bus will operate from 7.30am and arrive at school for 8.25pm.

The route is likely to be as follows subject to parent commitment- Krishna Avanti Primary School, Hamilton, Rushey Mead, Belgrave and then Avanti Fields (Narborough Road).

The cost of an annual bus pass for 2017-2018 is £549 per child. Parents have the option to make payment in full or to pay by termly instalments, in advance. Payment is needed in advance so we can issue the bus pass.

	No. of days	Cost per day	Termly cost
Autumn Term	69	£ 3	£ 207
Spring Term	65	£ 3	£195
Summer Term	49	£ 3	£147
Total	183	Total	£ 549

You will need to complete the **request form** and **declaration form** below and return this with a **£50 deposit** cheque payable to Avanti Schools Trust by Wednesday 27th June 2018 (parents induction evening). This will be non refundable.

I enclose a School Bus Request Form and declaration, together with the current edition of the School's *School Bus Terms and Conditions* attached for you to read.

Provided that there is sufficient capacity on the School Bus you have requested, I will confirm in writing that you have secured a place on the School Bus for your child.

You may cancel this agreement within 14 days of the date on which we confirm that you have secured a place on the School Bus for your child. Please also see our cancellation notice which is attached to the School Bus Terms and Conditions.

I hope that the School Bus Service will be a valuable addition to our offering for your child.

Yours sincerely
Emma Taplin

A handwritten signature in black ink, appearing to read 'Emma Taplin', written in a cursive style.

Principal

School Bus Service Request Form

Please complete the information below in order that we can confirm whether we have capacity on the School Bus for your child. Please state which Bus Stop Location/area your child will use (details are set out in the School Bus Service letter and on our website).

It is very important that you let us have the telephone contact details of the person who will drop off or collect your child, in order that we can contact them in case of any delay or unexpected change to the service.

Name:
Address:
Pupil's name:
Bus Stop Location:
Contact Telephone:
Alternative number:
Email address:

School Bus Contract

I / We request a place on the School Bus for the child named above. I / We recognise that on confirmation by the School that my child has been allocated a place on the School Bus, a contract will come into effect between me / us and the School, based upon the terms of this School Bus Request Form, the School Bus Service: Information for Parents and the School Bus Terms and Conditions.

Cancellation rights

I / We understand that we may cancel this agreement at any time within 14 days of the date of on which the School confirms that my child has been allocated a place on the School Bus only if the offer is made and accepted entirely at distance by means of post or electronic communication. In other circumstances, I may only cancel this agreement in accordance with the *School Bus Terms and Conditions*.

Declarations by the Parents / legal guardians

I / We declare as individuals and jointly that:

1 School Bus Terms and Conditions: Before signing this acceptance form I / we have read and understood and I / we agree to the *School Bus Terms and Conditions*, which will undergo reasonable change from time to time. I / We have retained a copy of the *School Bus Terms and Conditions* for our records.

2 Cancellation: Except where the cancellation rights described above apply or where otherwise provided in the *School Bus Terms and Conditions* I / we acknowledge that any cancellation of my / our child's use of the School Bus must be based upon a Term's Written Notice or paying a Term's School Bus Fees in accordance with the *School Bus Terms and Conditions*.

3 Confirmation of declarations: I / We confirm that the declarations made on this form are true.

Signatures of Parents / legal guardians

	First parent/ legal guardian	Second parent / legal guardian
Signature		
Title (e.g. Mr, Mrs, Ms)		
Name in full (please include all names)		
Relationship to child		
Address		
Date		

Please return this form to:

Krishna Avanti Primary School Leicester, Evington Hall, Spencefield Lane, Leicester, LE5 6HN

or by e-mail to Avantifields@avanati.org.uk

School Bus Service Terms and Conditions

1 Introduction

1.1 **Terms and conditions:** These School Bus Terms and Conditions, together with:

1.1.1 the School Bus Request Form; and

1.1.2 the School Bus Service: Information for Parents,

On the basis of a legally binding contract between the Parents and the School for the provision of school bus transport for the Pupil to and from the School. That contract will come into effect on confirmation by the School that the Pupil has been allocated a place on the school bus. Please read these terms carefully before you submit a School Bus Request Form to the School.

1.2 **Variations:** these School Bus Terms and Conditions, the School Bus Service: Information for Parents and the School Bus Fees are subject to change from time to time to reflect changes in the law or in custom and practice at the School.

1.3 **School Bus Fees and Notices:** The rules concerning School Bus Fees and Notice are of particular importance and are set out in Sections 6 and 9.

2 Terminology

2.1 **Parent Contract:** means the contract between the School and You for the provision of educational services to the Pupil.

2.2 **Parents or You:** means any person who has signed the School Bus Request Form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these School Bus Terms and Conditions.

2.3 **Pupil:** means the child named on the School Bus Request Form.

2.4 **School Bus Fees:** means the fees for the School Bus Services, as set out in the School Bus Service: Information for Parents.

2.5 **School Bus Service: Information for Parents :** means the Service: Information for Parents setting out the detail of the School Bus Services (including drop-off and pick-up locations, times and School Bus Fees).

2.6 **School Bus Request Form:** means the request form for the use of the School Bus, in the form provided by the School, which You have delivered to the School to request the use of the School Bus.

2.7 **School Bus Services:** means the provision of school bus services to and from the School, as described in the School Bus Service: Information for Parents.

2.8 **School or We or Us:** means Avanti Fields as now or in the future constituted (and any successor).

Commencement and Duration

3.1 Provision of the School Bus Services will commence on the first day of the academic term following the date on which we receive your School Bus Request Form, unless we agree otherwise with you that the School Bus Services will commence before then.

3.2 Subject to earlier termination in accordance with these School Bus Terms and Conditions, we will continue to provide the School Bus Services (and these School Bus Terms and Conditions will remain in force) for so long as the Parent Contract remains in place. These School Bus Terms and Conditions will automatically come to an end on the date of termination or expiry of the Parent Contract.

4 School Bus Services

4.1 The School will use reasonable endeavours to provide the School Bus Services in accordance with the School Bus Service: Information for Parents in all material respects.

4.2 The School will provide the School Bus Services in accordance with all applicable laws which are relevant to the provision of the School Bus Services. In particular, the School will ensure that its drivers observe, and that its vehicles comply with, all applicable transport and health and safety rules and regulations.

5 Timetable and Routes

5.1 The timetable for the School Bus Services, and the routes operated, are set out in the School Bus Service: Information for Parents. The School will notify you of any changes to the School Bus Service: Information for Parents as soon as reasonably possible prior to those changes taking effect.

5.2 The School will ensure that all vehicles follow the route and timings set out in the School Bus Service: Information for Parents, unless it is prevented from doing so because of road closures (in which case the School will notify You in writing of those changes, or where that is not possible, will contact You using the contact number provided on the School Bus Request Form).

5.3 The School will ensure that vehicles do not depart early from any bus stop shown in the School Bus Service: Information for Parents.

5.4 The School will ensure that Pupils are picked up and set down only at recognised bus stops, as set out in the School Bus Service: Information for Parents.

5.5 You agree to ensure that Pupils are ready to be picked up at the relevant bus stop at the time specified in the School Bus Service: Information for Parents, and you acknowledge and agree that if the Pupil is not ready to be picked up at the time specified the School will be under no obligation to wait for the Pupil.

6 School Bus Fees

6.1 The School Bus Fees for the provision of the School Bus Services are set out in the School Bus Service: Information for Parents. The School Bus Fees will be updated on an annual basis by the School, and will be notified to you before the end of the Summer term of each academic year.

6.2 You will be entitled to terminate these School Bus Terms and Conditions with effect from the final day of the final term of the academic year if the School notifies you of any

increase in the School Bus Fees for the following academic year (provided that You give notice of termination to the School before the end of the final term of the academic year).

6.3 The School Bus Fees will be invoiced to you on a termly basis in advance, and will be included as a supplemental charge within the invoice for the School Fees pursuant to the terms of the Parent Contract. The provisions of the Parent Contract which relate to fees and invoicing shall apply in respect of the School Bus Fees payable pursuant to these School Bus Terms and Conditions.

7 Your responsibilities

7.1 It is your responsibility to deliver the Pupil in good time to the bus stop before the departure time on each applicable morning. If the Pupil will not be using the School Bus Service for a particular session for which they are booked, it is your responsibility to inform us as far in advance as possible, in accordance with the School Bus Service: Information for Parents.

7.2 We will provide the School Bus Services on the assumption that the Pupil is able to make their own way home having been dropped off at the bus stop, and that they will not require an adult to collect the Pupil from the bus stop. If you require an adult to collect the Pupil from a bus stop, it is your responsibility to ensure that the adult is on time to collect the Pupil, and you agree that the School will be under no obligation to wait for the arrival of the adult in circumstances where they are late.

7.3 You must explain to the Pupil that they must be polite to bus driver and must behave at all times whilst on the bus. The School Rules will apply the Pupil is travelling on the School Bus Service, and you should remind the Pupil of the need to comply with those rules.

7.4 You must explain to the Pupil that they must wear a seatbelt on the School bus at all times.

8 Health and Medical Information

8.1 Medical information: Throughout the Pupil's time as a member of the School, the School shall have the right to disclose confidential information about the Pupil if it is considered to be in the Pupil's own interests or necessary for the protection of other members of the School community (including, where necessary, to the drivers of the School Bus). Such information will be given and received on a confidential, need-to-know basis.

8.2 Emergency medical treatment: The Parents authorise the Principal to consent on their behalf to the Pupil receiving emergency medical treatment where certified by an appropriately qualified person as necessary for the Pupil's welfare, and if the Parents cannot be contacted in time.

9 Provisions about Notice

9.1 Term: means the period between and including the first and last days of the relevant school term.

9.2 A Term's Written Notice: means notice given before the first day of a Term and expiring at the end of that Term.

9.3 Cancellation rights: If the offer of the School Bus Services, and its acceptance, are both made entirely at distance by means of post, fax or electronic communication without either Parent meeting face to face with a member of the School staff during the contractual process, the Parents may cancel this agreement at any time within 14 days of the date of the confirmation by the School that the Pupil has secured a place on the School Bus. A cancellation form, which you can use for these purposes, is contained at the end of these School Bus Terms and Conditions.

9.4 Termination by You: You will be entitled to terminate these School Bus Terms and Conditions by giving a Term's Written Notice to the School, such notice to be sent to Business Manager. In those circumstances, the School Bus Services will cease to be provided, and these School Bus Terms and Conditions will cease to be in force, with effect from the final day of the Term following the date of the notice of termination.

9.5 Termination by the School: The School will be entitled to terminate these School Bus Terms and Conditions by giving a Term's Written Notice to You. In those circumstances, the School Bus Services will cease to be provided, and these School Bus Terms and Conditions will cease to be in force, with effect from the final day of the Term following the date of the notice of termination.

9.6 Notice in writing: Some provisions of these School Bus Terms and Conditions require notices to be given in writing. In these circumstances, notice must be given in writing either:

9.6.1 personally, in which case the notice will be deemed to be given on the date of delivery of the notice;

9.6.2 by first class post or recorded delivery, in which case the notice must be sent to the address of the School set out at the end of these School Bus Terms and Conditions, or to Your address, as set out in the School Bus Request Form (and the notice will be deemed to be delivered on the second working day after posting); or

9.6.3 by e-mail, in which case the notices to You must be sent to the e-mail address set out in the School Bus Request Form, and notices to the School must be sent to the e-mail address avantifields@avanti.org.uk (and the notice will be deemed to be received on the day on which it is sent).

10 Events beyond the control of the parties

10.1 Force majeure: An event beyond the reasonable control of the School or the Parents is a Force Majeure Event and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.

10.2 Notification: If either the School or the Parent is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

10.3 Continued force majeure: If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 9.2 shall notify the other of the steps to be taken to ensure performance of its contractual obligations.

10.4 Termination: If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 9.2 may terminate this contract by providing at least three working days' notice in writing to the other party.

11 General contractual matters

11.1 Change: The School, as any other, is likely to undergo a number of changes during the period of this agreement. For example, there may be the need to undertake a corporate reorganisation exercise and / or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the School.

11.2 Consumer rights: Care has been taken to use plain language and to give clear explanations in these School Bus Terms and Conditions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these School Bus Terms and Conditions affects the Parents' statutory rights.

11.3 Information for parents: We provide parents with information about the School Bus Services in good faith. This information may be contained in the School's prospectus, website, promotional literature or in statements made by staff or pupils during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this agreement for the provision of the School Bus Services, they should seek specific confirmation from the Principal that the information is accurate before returning a completed School Bus Request Form to the School.

11.4 Third party rights: Only the School and the Parents are parties to this contract. Neither the Pupil nor any third party is a party to this contract and shall not have any rights to enforce any term of it.

11.5 Interpretation: These School Bus Terms and Conditions supersede any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of these School Bus Terms and Conditions.

11.6 Jurisdiction: This contract was made at the School and it, together with each matter relating to the provision of educational services by the School, is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

Cancellation form

If you wish to cancel your School Bus Services contract with Avanti Fields within the 14 day period, please notify the Finance Office, by email or letter, at the School address. Please find below some suggested wording.

To The Finance Office, Avanti Fields

e-mail to Avantifields@avanti.org.uk

I / We hereby give notice that I / we cancel the School Bus Contract as set out in:
the School Bus Request Form;

the School Bus Terms and Conditions; and

the School Bus Service: Information for Parents

Name(s) of parent(s):

Address(es) of parent(s):

Signed:

Date: