



# Marchants Coaches Ltd Dedicated School Bus Services Terms & Conditions

Revised Issue Date: 6<sup>th</sup> March 2025

## 1. Definition

- 1.1 Throughout these terms & conditions, references to “**the company, we, us and our**”, should be read as referring to Marchant’s Coaches Ltd.
- 1.2 “**Customer**” is the individual purchasing the digital bus pass.
- 1.3 “**You or your**” is the customer.
- 1.4 “**Passenger**” is the child/children of the customer travelling on our dedicated school bus service.
- 1.5 “**Dedicated school bus service**” is our M1, M3, M5, M11, M12, M13, M14, M15, M16 and M18 bus services.
- 1.6 “**Digital bus pass**” is a QR code sold by us to you, through our ticketing partner ShuttleID.
- 1.7 “**Website**” refers to our website at [www.marchants-coaches.com](http://www.marchants-coaches.com).
- 1.8 “**Travel shop**” located at 61 Clarence Street, Cheltenham, GL50 3LB
- 1.9 “**Social media**” refers to our accounts at [www.facebook.com/marchants](https://www.facebook.com/marchants) and [www.x.com/MarchantsBuses](https://www.x.com/MarchantsBuses).

## 2. Introduction

- 2.1 The attention of all customers and passengers is drawn to these Terms & Conditions, which apply to all travel on our dedicated school bus services, unless stated otherwise.
- 2.2 These Terms & Conditions apply from the issue date shown above, and replace all previous Terms and Conditions applying to our dedicated school bus services.
- 2.3 We reserve the right to vary, alter or amend the Terms & Conditions from time to time without notice. Any revision can be found on our website.

## 3. Digital Bus Passes

- 3.1 A digital bus pass is only valid for the specific passenger/route issued to, and is non-transferable.
- 3.2 A valid digital bus pass must be shown to the driver when boarding the bus at all times, and can be either stored on a mobile phone or paper copy.
- 3.3 Failure to produce a valid digital bus pass, will require the passenger to provide the driver with their full name, for which the driver may contact our office for confirmation of entitlement to travel.
- 3.4 No passenger will be permitted to use a digital bus pass which has
- (a) Been damaged, mutilated or defaced
  - (b) Been issued for use by another person on terms that is not transferable.
  - (c) Expired
  - (d) In the reasonable opinion of the driver, been obtained fraudulently

## **4. Purchasing a Digital Bus Pass**

4.1 Digital bus passes can be paid for either in full at the time of purchase, or by standing order (9 monthly payments) as advertised on our website.

4.2 Payments in full can be accepted by debit card, credit card on our Website or by phone. Payment in person can be made by debit/credit card, cash or cheque at our travel shop.

4.3 A £50 non-refundable deposit is required at the time of purchasing a digital bus pass. If a passenger is to travel on a different route, the deposit can in this instance be transferred to the new route.

4.4 For any digital bus pass purchased after the beginning of the academic school year, the charge will be made based on half termly intervals.

4.5 When paying by standing order, please ensure both the booking reference and passengers name are supplied to assist with the allocation of payments. If this is not done we cannot guarantee that the payment will be allocated to the correct account.

4.6 The company reserves the right to refuse the payment option selected by the customer where previous agreements have been unfulfilled.

4.7 If a standing order payment fails, payment for the outstanding fees must be paid within 48 hours.

4.8 Where a standing order payment fails, an additional admin charge of £10.00 will be applicable if the company are required to contact the customer to collect the outstanding monies.

4.9 When a standing order has failed on more than one occasion, the customer will be required to pay the remainder of the fees in full by either

(a) BACS transfer

(b) Debit or credit card on the phone

(C) Debit or credit card, cash or cheque in person at our Travel Shop.

4.10 The customer is responsible for paying the full year's fee regardless of personal circumstances.

4.11 Failure to pay the required fees will result in the cancellation of the digital bus pass.

4.12 The company reserve the right to refer unpaid accounts to County Court for judgement.

4.13 Digital bus passes are zero-rated for the purposes of Value Added Tax (VAT).

## **5. Refunds for Digital Bus Passes**

5.1 If for any reason the customer wishes to cancel a digital bus pass for any reason, a refund for any full half term remaining will be given, if applicable.

5.2 The customer is required to email [hometoschool@marchants-coaches.com](mailto:hometoschool@marchants-coaches.com) their request to cancel the digital bus pass. The date the email is received and acknowledged, will be the date used to calculate any refund if applicable.

## **6. Cash Fares & Single Journeys**

6.1 We do not offer the option of cash fares or single journeys on any of our dedicated school bus services.

6.2 Members of the public are not permitted to travel on our dedicated school bus services.

## **7. Days of Operation**

7.1 Our dedicated school bus services will operate on school term dates only.

7.2 If any school chooses to close early (e.g. at the end of term or for open evening preparation) we cannot guarantee that we will be able to pick passengers up at the earlier finish time.

## **8. Route & Timings**

8.1 Times shown bold are known as 'Timing Points' which we use to regulate the service. These are the bus stops drivers will wait at if the bus arrives ahead of time. The times shown in ( ) for all other bus stops are indicative, drivers will not wait if arriving earlier. For this reason, we strongly recommend passengers arrive at their bus stop 5 minutes ahead of the departure time.

8.2 All of our dedicated school bus services are operated as limited stop services. Intermediate bus stops are not served.

8.3 Passengers are able to board/alight the bus using their digital bus pass, at any bus stop on their route that falls within the same pricing zone.

8.4 We reserve the right to make adjustments to routes and times to ensure timetable punctuality. This may mean passengers will be required to travel at a different time and/or on a different route to a previous time/route, however, their bus stop will remain unchanged.

8.5 We aim to operate dedicated school bus services as advertised in our timetable. There may be occasions when journeys take longer than expected and/or may need to be diverted or cancelled due to factors beyond our control. These factors may include, breakdowns, traffic congestion, road traffic accidents, road works including road closures, major events, adverse weather conditions or other unforeseen operating circumstances.

8.6 Whenever possible, we will advise customers and passengers of any disruption to our dedicated school bus services via text message to customers, our website and on social media. However, in the event of cancellation, delay, diversion or termination of any of our dedicated school bus services, we shall not be liable for direct or indirect losses, damages, cost or inconvenience that customers or passengers suffer as a result.

8.7 Customers are responsible for the passengers onward travel arrangements. We do not guarantee that our dedicated school bus services will connect with any bus, train or other service unless stated on the timetable.

## **9. Boarding & Alighting the Vehicle**

9.1 Passengers may only get on or off the bus at designated bus stops or stopping points, listed on the timetable.

9.2 Passengers should indicate clearly to the driver of an approaching bus if they wish to board. You must be at a bus stop and give such an indication in sufficient time to enable the driver to stop safely. In all other circumstances we accept no responsibility if the driver does not stop or permit you to travel.

9.3 Passengers are not permitted to board or alight via the emergency exits on any vehicle, except in a genuine emergency or where instructed to do so by the driver.

9.4 When passengers board they must scan a valid digital school bus pass.

9.5 The driver is not permitted to allow passengers on or off the vehicle when it is in motion, stationary at traffic lights, or held up in traffic.

9.6 At bus stations, stands and bus stops, passengers cannot be picked up once the driver has signalled his/her intention for vehicle to depart.

9.7 We accept no responsibility for passengers attempting to get on or off at any prohibited place, or when the vehicle is moving, or for passengers failing to get off at their destination.

## 10. Conduct of Passengers

10.1 When travelling on our vehicles, passengers are subject to these conditions. Failure to comply with the conditions or the general law, may result in us refusing to permit passengers to travel or continue to travel. In particular passengers must not:

- (a) Behave in a manner which may reasonably be expected to cause any person to be alarmed, upset, offended, or annoyed, or which may reasonably be expected to cause a nuisance or inconvenience to any passenger or driver including, the use of obscene or offensive language, behaving in a manner that is abusive or threatening. Intending passengers who in the opinion of the driver appear likely to behave in an inappropriate manner or to be under the influence of alcohol, drugs or solvents may not be permitted to travel.
- (b) Speak to the driver whilst the bus is in motion, stand forward of the cab area, obstruct the driver's vision or otherwise cause the driver to be distracted while driving, except in an emergency or for reasons of safety.
- (c) Obstruct any emergency or other exits, the vehicle entrance next to the driver, gangways, or any part of the vehicle where standing is not allowed (signs are in place to indicate standing capacity and restrictions) or other locations on the bus in any way that would inhibit safety.
- (d) Stand on the upper deck or any step leading to the upper deck of any double-deck vehicle while it is in motion, except for the purposes of getting on or off the vehicle.
- (e) Use any door for a purpose other than as indicated by a notice, unless directed to by the driver.
- (f) Lean out of the vehicle or throw or trail any article from the vehicle.
- (g) Remain on the vehicle when directed to leave by the driver.
- (h) Deliberately damage or deface any part of the vehicle.
- (i) Take part in any form of criminal activity while on the vehicle.
- (j) Smoke at any time in any part of the vehicle or carry any lit, cigar, cigarette including electronic cigarettes, match or lighter on the vehicle.
- (k) Consume any type of alcohol while on the vehicle.
- (l) Carry or consume any items of food or drink which in the opinion of the driver may make another passenger's journeys unpleasant.
- (m) Leave rubbish or discarded items on the vehicle.
- (n) Play or operate any musical equipment including radios, mobile phones, MP3 devices etc. on vehicles at a volume that is likely to cause annoyance to other passengers.
- (o) Wear roller skates, roller blades or unsuitable footwear, or use scooters or skateboards.
- (p) Wear soiled clothes or carry soiled items which might stain or damage the vehicle fittings or other passengers clothing. The customer is responsible for any damage or soiling caused to the vehicle by the passenger during the journey. A minimum charge of £100 will be made if the vehicle is damaged or soiled. If the extent of the damage or soiling is such that the vehicle is out of service for any length of time the company may charge the customer a minimum of £500 per day or part thereof for which the vehicle is out of service.
- (q) Deliberately interfere with any equipment fitted to the vehicle.
- (r) Carry any bulky or cumbersome article, or any article or substance which is likely to cause annoyance or risk of injury to any person on the vehicle, or risk of damage to the vehicle or to the property or clothing of any person on the vehicle.

10.2 Passengers are expected to:

- (a) Comply with all reasonable instructions given by the driver and any other member of staff employed by the company.
- (b) Comply with all notices and legal signage displayed on the vehicle.
- (c) Have due regard all times for the needs and safety of driver and other passengers.
- (d) Take reasonable care to ensure that property within your control do not cause loss, injury or damage to property or persons.

Passengers who are in breach of any these conditions or general law, will be asked to give their name and address to a company official, a police officer or a community support officer and may be refused further travel without refund. We also reserve the right to take measures we consider necessary to protect the safety and comfort of our passengers and staff, including temporarily or permanently banning the passenger from travelling with us following an incident of misconduct.

Whilst we will do everything that we reasonably can to control the conduct of other passengers on our vehicles, we cannot be held responsible for their conduct.

## **11 CCTV**

11.1 We may fit our vehicles and other property with CCTV to provide added security, monitor the conduct of passengers, monitor our service, to assist us in the process of deterring smoking, vandalism, fraud, theft, anti-social behaviour and attacks on our employees and other individuals, and in support of relevant criminal and civil legal proceedings and complaint investigation. All CCTV equipment and its operation complies with the CCTV code of practice.

11.2 Images of passengers may be provided to the school, police, DVSA, Traffic Commissioner or any other enforcement agency at their reasonable request, whether to be used as evidence in prosecuting activity or in assisting the identification of individuals or otherwise.

## **12. Security**

12.1 Passengers must advise the driver immediately, if any suspicious article or package is seen on or near a vehicle, if any passenger is observed acting suspiciously or if any person is seen to tamper with the vehicle.

## **13. Passenger Property**

13.1. The Company will take all reasonable steps to avoid loss or damage to passenger's personal property.

13.2. The Company accept no liability for loss and/or damage to passenger's property, personal items or luggage left unattended in the vehicle.

13.3. All items of lost property when found are labelled and held at the Company Head Office or Depot and are subject to the current Public Service Vehicle (Lost Property) Regulations. Low value items (such as hats, gloves etc.) will be kept for one month. Higher value items (such as mobile phones, cameras etc.) will be kept for three months after which all items are destroyed. If requested, items of lost property can be returned to the owner of which the charges are recoverable.

13.4. It is the responsibility of the customer to ensure that adequate insurance cover is sought to cover loss or damage to the passengers items.

13.5 Passengers who have lost property on one of our vehicles, should contact our travel shop on 01242 257714 between 09:30-16:30, Monday-Friday or email: [sales@marchants-coaches.com](mailto:sales@marchants-coaches.com).

13.6 When claiming lost property you must supply full description of the item including contents if applicable, give of where and when it was lost in order to satisfy us that you are the rightful owner of the property.

13.7 Once property has been identified, you will be given details of how and where to collect it from. On collection we require your name and address and supply proof of identity. You will need to pay the cost of postage and packaging in advance if we agree to post the property back to you.

13.8 We reserve the right to charge a small fee for administration of the lost property service.

#### **14. Complaints, Comments & Suggestions**

14.1 All formal complaints must be made either by email [operations@marchants-coaches.com](mailto:operations@marchants-coaches.com) or post to:  
Operations Department  
Marchants Coaches Ltd  
100 Prestbury Road  
Cheltenham  
GL52 2DL

14.2. We shall endeavour to conduct a full investigation into your complaint, along with a full written response within 10 working days.

#### **15. Data Protection**

15.1 If we collect or otherwise process your personal data, we will always do so in accordance with the Data Protection Act 2018.

#### **16. Legal Notice**

16.1 Unless otherwise stated these Terms & Conditions constitute the entire agreement between the company and the customer.

16.2 We will not be liable for any loss, damage or inconvenience arising for information being given in good faith by any of the company's employees.

16.3 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.