

TERMS & CONDITIONS FOR USE OF BLOC BUS SERVICE 2023

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following provisions shall have the meanings given to them below:

- A) "BLOC Bus Services" means only the use of a designated bus route, which is coordinated between BLOC Bus and the bus provider, that has been requested through the submission of a registration form through the BLOC bus website and confirmed by the BLOC Bus registrar. These Services only cover Mornings and Afternoons on days that Pupils attend School between Monday to Friday (excluding inset days and Bank Holidays). The Service does not cover any lunchtime Service provision.
- B) "BLOC Bus Website" means the website found at: www.blocbus.org
- C) "Code of Conduct" means the rules stated on the BLOC Bus Website at <https://www.blocbus.org/user-zone/user-conduct-policy/>
- D) "Full-Time" means the registered use of BLOC Bus Services in morning and afternoon for each School day, regardless of whether the User travels on each journey.
- E) "Part-Time" means the registered use of BLOC Bus Services either in the morning or in the afternoon (not a combination of both) for each School day, regardless of whether the User travels on each journey.
- F) "Named Applicant" means the individual submitting the registration form for a stated User and such individuals may only be either parent/guardian/carer of a Pupil or a member of School Staff
- G) "Priority" means the method of assessment made by BLOC Bus to determine which registrations shall take precedence over others. This shall be based on the date of the submissions and subject to the following sequence
 - 1. Current Full-Time Users
 - 2. New Full-Time Users
 - 3. Current Part-Time Users
 - 4. New Part-Time Users
- H) "Pupil" means child registered to attend the Europa School UK
- I) "School" means the Europa School UK
- J) "Staff" means a member a teacher or teaching assistant employed at the Europa School UK
- K) "User" means a named individual, whether that be a Pupil or Staff, who has had an application made on their behalf through the BLOC Buse Website to use BLOC Bus Services for a specific bus and usage pattern.

2. This agreement is made between the Named Applicant and BLOC Bus for the use of the stated BLOC Bus Service by the named User in the registration form. The agreement is subject to the details submitted within a registration (made through the BLOC Bus Website), being accepted by the issuance by BLOC Bus of an invoice for the sum due for the stated BLOC Bus Service requested on the submitted form.

3. Transport on the BLOC Bus Service shall apply as follows:

- a) For **Full Time** accepted registration requests for the BLOC Bus Service are arranged for the entire or remaining days of the academic year in which the registration was submitted. Payment shall be due 28 days following the issuance of an invoice by BLOC Bus unless extended otherwise through a statement made on behalf of BLOC Bus in the issued invoice.

OR

- b) For **Part Time** accepted registration requests for the BLOC Bus Service is arranged for only a single school term. Further Part Time usage is therefore subject to a new Part Time Request.

For the sake of clarity, the BLOC Bus Service only relates to the coordination of buses to transport a registered User from the beginning to the end of a designated route and maintaining the administration of the BLOC Bus organisation (which includes the BLOC Bus Website, and email/invoice platforms). The BLOC Bus Service does not include the provision of updates on daily bus travel and tracking systems for buses.

4. Each User, for whom a registration is made and accepted, will be added to the BLOC Bus register and details of the User's usage pattern shall be shared with the School.
5. User registration for BLOC Bus Services is non-transferable, which means the seat on the specified bus route shall only be used by the User stated on the accepted registration form.

For the sake of clarity, this means that parents may not give up, exchange, or trade a registered User's seat for single or multiple journeys to any other registered or non-registered Pupil or Staff regardless of whether the intended beneficiary is a member of the same family or not. Any such violation of this clause shall equate to a breach of these Terms & Conditions and result in the registered User's seat being cancelled and no refund for any payment made.

6. No User is permitted to travel on the BLOC Bus Service if they are not registered and the bus list for that bus or there are outstanding sums due for usage in the previous School term.

Payments

7. BLOC Bus shall calculate a fee for usage in accordance with its Constitution, which shall be determined based on the overall charges incurred by BLOC Bus to maintain the service provided.
8. BLOC Bus will issue invoices for sums due by the Named Applicant for each term or for the entire academic period left subject to what is requested by the Named Applicant at the time of submitting the registration form.

Such invoices shall be issued no later than two weeks before the commencement of a School term and may for the first term in a new academic year (commencing in September) be issued as early as ten weeks in advance.

9. Name Applicants by making the registration are confirming that they have the financial means or have guaranteed the necessary financial support to make payment for the sums due for each School term that the named User travels.
10. Named Applicant must have taken all available steps to ensure that payment for BLOC Bus Services will be made. Such action may include as a final step conducting a joint meeting at the earliest opportunity with the School and BLOC Bus a measured approach to be considered.
11. Where the User commences at the start of a School term, payment of the issued invoice shall be due no later than the 28th day of the first month in the relevant term. Hence,
 - i. for the Autumn term on 28th September,
 - ii. for the Winter term on 28th January,
 - iii. for the Summer term on 28th April.
12. In the event the User commences during a School term, payment of the issued invoice shall be due within seven days unless otherwise agreed by BLOC Bus. Any extension of time will not exceed a total of an additional 14 days.
13. Where payment remains outstanding and no effort has been made to contact BLOC Bus, whether that be to notify BLOC Bus that:
 - i. An invoice has not been received by the start of a new term,
 - ii. An invoice was never received for a new user, who commenced mid-term,
 - iii. The School has agreed to support the Named Applicant
 - iv. The School has confirmed the Named Applicant is entitled to Pupil Premium

and/or there is no evidence of any steps being taken, as required under Clause 10 above, BLOC Bus reserves the right to terminate the usage of BLOC Bus Services immediately.

Cancellation or Changes

14. The provision of a bus route is agreed upon with the bus operator in advance at a significant cost to BLOC Bus.

Therefore, it will be the responsibility of the parent or guardian (or member of staff) to inform the BLOC Bus Registrar and Treasurer in writing if they no longer wish for the registered User to use the BLOC Bus Service. One month's notice must be given by a parent or guardian (or member of staff) before the removal of a User from the BLOC Bus Service. The only exception shall be the result of a change in the route, which is subject to the BLOC Bus constitution rules on route changes and such a change does not accommodate the User's needs – see clause 30.

15. Parents / Guardians will be subject to a late cancellation fee, except for the Summer Term (see clause 16), in such circumstances where less than one month's notification is given to BLOC of the intent to stop using the BLOC Bus Services and a new invoice has been issued.

This cancellation fee will be:

- a) 10% of the invoiced amount if the notification is before the start of the term.
- b) 10% of the invoiced amount plus the daily rate for each school day that passes into the new term before notification is given.

If payment is not made for the cancellation fee and in the future, a new request to use the BLOC Bus Service is made whether for the same User or a sibling, that request will not be processed until the outstanding amount is paid to BLOC

16. No cancellations will be processed in the Summer term of the School year unless the cancellation notice is received as per the time frame stated in clause 14. In such circumstances where a late cancellation notice is given to BLOC in the Summer term the full invoiced amount will be due.

17. Once a termly invoice is paid, usage for that term is non-refundable. The only circumstance under which a refund may be considered is if a child permanently leaves the School for another school of which written confirmation will be required from the School - the amount of the refund will be at the discretion of BLOC.

18. No refunds will be given to students who are excluded from the Service (see section Conduct and usage of BLOC Bus Services).

19. Any change of usage for a User must be made through a new Registration request and will be subject to BLOC Bus Service Capacity. The following apply

- i. Where a request to upgrade from Part-Time to Full-Time is made, the capacity for the relevant BLOC Bus route will be reviewed at that time of the School term. Current Part-Time usage by other Users will not be changed to accommodate an upgrade request at that time, but at the end of the School Term the upgrade will be made is still required because all Part-Time requests only last for a term.
- ii. Where a request to change routes is made, the capacity for the relevant bus route will be reviewed at that time of the School term. Current Part-Time usage by other Users will not be changed to accommodate a change of route upgrade request at that time, and the change may only be completed at the end of the School Term because all Part time requests only last for a term.
- iii. Where a request to downgrade from Full Time to Part Time is made, such a request MUST be made either:
 - a) Three weeks before the end of the School term, if the intended Part Time usage will commence the Winter or Summer Terms or
 - b) No later than August 15th, if made for the commencement of a new academic year.

However, any of the above changes will result in the original request for Full Time being withdrawn and the new request having a lower priority (which will be subject to any request for Full Time usage on the specified route taking priority).

Downgraded requests may result in an unsuccessful outcome and no BLOC Bus Service being available and the Named Applicant takes full responsibility for cancelling the Full-Time usage.

If the Downgrade requests relate to scenario (b) above, BLOC Bus reserves the right to add an admin fee given that the named user was a Full Time at the time that BLOC Bus calculated User fees.

Conduct and usage of the BLOC Bus Service

20. The BLOC Bus Service aims to operate within a certain tolerance and Users are advised to be at their bus stop at least five minutes before departure. Buses will not run early but timings may vary due to traffic conditions or unforeseen circumstances. Drivers will not wait past the scheduled departure time.
21. Named Applicants are responsible for ensuring that the User travels to and from the School and abides by the Code of Conduct stated on the BLOC Bus Website.
22. All Users should ensure they wait for the bus safely and wait patiently for Users to get on and off the bus to maintain reasonable behaviour.
23. During travel, all Users must remain seated and wear seatbelts provided throughout the journey.
24. No food is to be consumed on the BLOC bus Service.
25. Whilst on a BLOC Bus service, all Users must accept, without question, the authority of a representative of BLOC Bus or a transport company official (especially the bus driver).
26. Good conduct is always required. Misbehaviour will be handled in the same way as it is in School. Examples of misbehaviour include bullying, shouting, use of foul language, dropping litter, playing music, putting bags on seats thereby preventing other passengers from sitting down, or any other misbehaviour.
27. Where damage is caused to the bus as a result of inappropriate conduct unless BLOC can identify the relevant users who caused the damage, all parents/ guardians of children on the bus will be liable to pay any cost to rectify the matter passed onto BLOC by the bus company.

General

28. Where this agreement is still effective, there are no outstanding payments and no User is temporarily suspended from using the BLOC Bus Service, the Named Applicant shall have the right to participate in the Annual General Meeting of BLOC Bus.
29. Timings and other changes for operational reasons (like temporary road closures) are not subject to this process
30. BLOC Bus Services will operate per the routes and times displayed on the BLOC Bus Website for the duration of the School term and shall be subject:
 - a) Timings being altered as a result of operational needs (like temporary road closures)
 - b) Variation of routes following the BLOC Bus member constitution.

In the event of a change to a route that does not accommodate a user's needs, a Named Applicant shall have the right to cancel with immediate effect on the date that the variation commences.
31. Any BLOC Bus policy not covered above shall be incorporated into this agreement and binding on all Named Applicants and Users shall. If there is a conflict between any policy and any of the Clauses herein, then the latter shall prevail.
32. Failure to comply with these conditions may result in a temporary suspension of usage or the termination of the agreement which will mean the User may no longer travel with BLOC Bus Services.
33. BLOC Bus may store, process and share personal data for the purpose of administering the BLOC Bus Service. The BLOC Bus Privacy Notice is available on its website: <https://www.blocbus.org/bloc-privacy-notice/>.