

**Ivybridge Community College
Transport Code of Conduct
Terms and Conditions of Use for 2018-19**

The College at its entire discretion, contracts an operator to provide a number of bus services to bring students to and from the College, on a daily basis, in College term time from areas local to the College which are outside of Ivybridge and which are not otherwise served by buses operated by Devon County Council. **You hereby confirm and agree that you wish to book a seat for your child on one of these buses in consideration for the payment of the fee as agreed with the College, and upon the following terms and conditions of use:**

1. Pick-Up Points

Students may only join the bus at the designated pick-up point on his/her pass unless otherwise agreed with the College, but can be dropped at other designated bus stops on this route on the return journey. Should you wish to change your designated pick-up point, then you must request this in writing at least **10 days** in advance of the proposed change, but the College cannot guarantee such a change can be made during the academic year.

If a student wishes to travel on an alternative bus, parental consent is required and if there is capacity on the bus, the student must collect a temporary pass from the Finance Office.

2. Bus Passes

Once you have confirmed your agreement to the terms and conditions of use set herein, and paid the allocated Deposit and First Instalment (in advance), the College will issue your child with a bus pass. He/she should have their bus pass with them for each journey and show the bus driver the pass on boarding the bus if requested to do so. Students will normally be refused access to the bus if they have an approved place on the bus but have forgotten/mislaid his/her pass, but they will be required to obtain a temporary pass from the Finance Office as soon as reasonably practical. The College will issue no more than three temporary passes in total to any one student per year. The College reserves the right to refuse a student access to a bus if he/she does not have a valid bus pass, or their loss of the pass becomes, in the College's opinion, a regular occurrence (no more than three times), or the student is found to be misusing the pass including without limitation loaning it to other students.

Should your child lose his/her bus pass, you should contact the College through buses@ivybridge.devon.sch.uk or contact the Finance Office as soon as possible so that the College can cancel the original pass and issue a new one. Please be advised that there is a **£5 charge** each time the College has to re-issue a bus pass.

3. College Expectations on the bus

Whilst using the bus service, your child must abide by the College's Transport Code of Conduct. Please be aware that if your child does not conform to this Code of Conduct and our normal College expectations, **the College again does reserve the right to cancel this agreement and withdraw your child's bus pass temporarily or indeed permanently.**

4. Fees and Payments

The annual fee for each of the buses for the academic year ending 19 July 2019 is £617.50. This is split Autumn Term £217.50 (Deposit £67.50 / Remainder £150.00), Spring Term £200.00 and Summer Term £200.00. Fees due from you will be added to your

child's Parent Pay account on a termly basis. Termly payments need to be paid within the first month of each term. All payments should be settled in total by **30 May 2019**.

Please note that the College does reserve the right to terminate your child's right to use this bus service with immediate effect if sums owing are not settled by the given dates. The College also reserves the right, at its entire discretion, to take such legal actions as may be necessary to pursue as a debt, any monies owing at the end of any term.

Code of Conduct

How to be a good passenger

- Treat the bus driver and your fellow passengers with respect
- Do as the driver asks
- Stay in your seat and keep your seat belt on
- Look after your possessions and the bus
- Take any litter home with you
- Keep noise to a reasonable level
- If you see someone behaving badly always report it to the driver or your College
- Don't distract the driver except in an emergency
- Don't carry real or replica weapons
- Don't throw things
- Don't eat, drink, chew gum or smoke
- Don't use bad language
- Don't damage the vehicle – if you do your parents or carers will have to pay for the damage

If any student behaves in an unacceptable or anti-social manner or does not follow the Code of Conduct, the normal College behaviour systems will be applied;

- The incident will be reported to the College by the witness and/or bus driver
- The student must meet with the designated College representative to discuss the allegations
- If the allegations are deemed to be unfounded, the student will continue using the bus
- Unacceptable behaviour will result in the demerit system being applied
- If a student receives three demerits against the bus Code of Conduct the student will be banned from using the bus for a 5 (five) school day period, a meeting will then be arranged with Parents/Carers in order to reinstate the pass. The same would occur should the student refuse to hand over the pass to the driver or if a student has forgotten their bus pass
- The College has the right to move to a temporary or permanent bus ban for any student who's behaviour meets the 'high tariff' in accordance with the College's Behaviour Policy

Remember – The College has the authority to ban students who do not behave properly

5. Responsibility For Safety and Attendance

Please note that it is your responsibility to ensure that your child travels safely to and from the pick-up/drop off points. You must make such arrangements as you feel are necessary to deliver or pick up your child to and from the bus. Neither the bus driver nor the College are responsible for your child if you are not there to deliver them to the bus or to meet them from the bus and you should make alternative arrangements in the event that you are going to be delayed or unable to meet them.

As a rule, the buses leave College at 15.40pm. It is your child's responsibility to ensure that they catch the bus on time. If they miss the bus alternative arrangements will need to be made by you to pick up your child from College, please discuss arrangements with your child in the event that this occurs.

Please note that notwithstanding the arrangements set out in this agreement, it is your responsibility under the Education Act 1996 to ensure your child attends school regularly.

Should the bus be delayed for any reason during the course of its journey, any student already on the bus must remain on the bus at all times. Students not already on the bus should wait at their pick-up point until the bus arrives or until the College notify you that the bus has been cancelled or an alternative source of transport has been arranged by the College.

Should you child cause any wilful damage to the bus of whatsoever nature, including without limitation damaging seats or seat-belts, you will be obliged to pay for the reasonable costs of repairs to the bus. You will be charged these costs in addition to the daily bus fee.

Subject to clause 7 below, the College cannot give any refunds for non-use of the bus for whatever reason. Should you have any concerns regarding payment, please email buses@ivybridge.devon.sch.uk

6. CCTV

As a rule CCTV cameras will be operation on each of the bus services operated by the College your child/ren catches to and from College. These cameras will be employed primarily for safeguarding and general safety reasons. The cameras will normally be situated on the front and rear windscreens of the bus and will record constantly whilst it is in service. The cameras will also be recording audio on the bus.

The footage recorded from these cameras will be encrypted on to an SD card. This footage can only be accessed by the ICT staff at the College and two members of staff at the bus operator in order to ensure the cameras are functioning correctly. The drivers have no access to the cameras or footage and are forbidden to tamper with the cameras in any way.

These procedures for using the cameras are in accordance with the CCTV Code of Practice dated 21/05/2015 set out by the ICO (Information Commissioner's Office) and registered under both the WeST and bus operator's (Tally Ho! Coaches Ltd unless otherwise advised) data protection registration with the ICO.

Examples of where the College may make use of the footage include as part of an investigation into potential behavioural issues on the bus, or in the event of any damage caused to property on the bus, or in the event of an accident in which the bus is involved.

The footage will only be viewed where a potential incident is reported to the College. Any such incident must be reported to the College within ideally 24 hours of the event as the cameras only store footage for 72 hours before it is overwritten.

7. Termination

Should you wish to cease using this service at any time before the end of the academic year, you must email buses@ivybridge.devon.sch.uk with at least two week's notice in writing. The College will write to you to acknowledge receipt and to confirm the cessation date. You will remain liable for the cost of your child's use of the service at your daily fee date for two weeks from the date of the acknowledgement letter irrespective of whether they do use the service or not.

Devon Council Code of Conduct and Ivybridge Amendments Thereto

When using the bus service provided by Ivybridge Community College (or its designated operator), students must adhere to the Code of Conduct issued by Devon County Council dated November 2014 (a copy of which is attached hereto and is available on the Council's website) with the following exceptions:

1. The College have the right to adopt the 'NO pass NO travel' policy if students continue to travel without a pass.
2. If the bus is late, the College will ensure a bus (or an alternate form of transport) arrives to collect students even if it is more than 20 minutes late.
3. Agree a plan with your parents or carers about what to do if transport doesn't arrive or you forget your pass.
4. If there is a storm or snow listen to the local BBC radio station and check the College website before setting out or visit: www.devonschoolclosure.info for school closure information.

Name of Student:		Tutor Group:	
Parent email:		Allocated Bus Number:	
Student Agreement			
By signing this agreement the above student is agreeing to follow the Transport Code of Conduct as outlined.			
Student Signature:		Date:	
Parent/Carer Agreement			
By signing this agreement the parent/carers is agreeing to follow the Terms and Conditions and will support the Transport Code of Conduct as outlined.			
Student Signature:		Date:	