

SCHOOL TRANSPORT TERMS & AGREEMENT

1. SCHOOL AND COLLEGE (Pre 16) TRANSPORT – GENERAL POLICY

The Authority's current policy for the provision of free transport is as follows:

- (a) Pupils residing in Monmouthshire (up to the age of 16 years) are entitled to apply for free Home to School Transport. In order to qualify, one of the following criteria must be met:
Pupils attend their **catchment or nearest available** school and live **1.5 miles or more** at primary age and **2 miles or more** at secondary age. It is not always possible to arrange the routes of vehicles to pass close to the homes of pupils. Therefore, it may be necessary for **parents to make arrangements for their child(ren) to reach the nearest 'pick-up' point** of the vehicle. Every effort is made to keep this distance as short as possible and it should not exceed 1 mile along a safe, secure route for pedestrians. **(Distances are measured electronically, using the shortest, safest walking distance between the home and main entrance to the school).**
- (b) If a parent chooses to send their child(ren) to an out of catchment school, transport will be provided if that school is the **nearest** school to their home address and meets the distance criteria mentioned above.
- (c) Where the Authority is satisfied that the route between the home and school is sufficiently dangerous to warrant transport provision, the Authority will make its decision having regard to both of the following factors:
 - (i) There is a public service bus travelling along the route between home and school
 - (ii) That the degree of danger involved is such that escorting adults themselves are at risk from the particular traffic situation.
- (d) Pupils may be allowed to occupy spare seats on school buses as a concession. Charges will, however, be made for the use of vacant seats under the terms of the Council's Policy for Charges for Concessionary Places.
- (e) Expenses incurred travelling to and from school are generally not reimbursed. However, exceptions are made given individual circumstances and will be at the discretion of the Passenger Transport Unit.
- (f) Pupils who move home to an address outside the catchment area of the school attended will not be provided with free transport to that school, unless the move takes place during year's **10-11** comprehensive education **and** the transport can be provided **on an existing contract or public service**. Transport provided in such circumstances during years 10 and 11 will not continue into year 12.
- (g) Free transport is **not provided** for pupils attending private schools, for those in pre and after school activities or nursery education.
- (h) Free transport is **not provided** for pupils/students aged 16 and over.

2. SEASON TICKET DECLARATION

Where a season ticket has been issued to my child/children, I hereby agree to return the said ticket in the event of my child's/children's premature withdrawal from school. **This pass is to be returned within seven days from the date of withdrawal.** Should I fail to do so I hereby agree to refund to the Authority upon demand a sum equal to the apportioned value of the season ticket.

The information you provide to the Passenger Transport Unit, will be used to allocate your child(ren) on Home To School Transport. Monmouthshire County Council in fulfilling its data protection obligations will treat all personal data, held manually and on a computerised administration database, with due care and information may be shared with other agencies that are involved in the health and welfare of school children. These uses of personal information are covered by registration under the Data Protection Act, 1998. Where CCTV is operational, footage may be utilised in the monitoring of pupil behaviour. Digital photographs may be requested and held electronically for the purpose of issuing of bus passes only.

BACKGROUND TO PARENT CONTRACT AGREEMENT

1. The purpose of this contract is to ensure that the safest journey is afforded to all pupils, drivers, escorts and all other road users.
2. The Passenger Transport Unit provides transport for pupils as required by the Education Act 1996 and in conjunction with The Home to School Transport Policy.
3. The Passenger Transport Unit will procure the appropriate form of transport for the school journey, applying quality control and risk assessment measures, to ensure the safety of all persons on the vehicles including the pupils, drivers, escorts and members of the general public.
4. The Passenger Transport Unit has produced and adopted a 'Rule Book' which contains details of the rights and responsibilities of parents and pupils and the consequences of a failure to act in accordance with this set of rules. The 'Rule Book' will be applied when considered necessary following breach, disorder or inappropriate behaviour. This, in turn, can result in transport being withdrawn periodically for the pupil(s) involved.
5. By completing and signing this declaration, any following award of Home to School Transport, will acknowledge a legally binding contract between the Passenger Transport Unit and the Parent/Guardian.
6. Within a partnership agreement, the information provided below applies to all Parents, Guardians, Pupils and the Passenger Transport Unit.

TERMS AND CONDITIONS OF CONTRACT

The Passenger Transport Unit will:

- Provide school transport for pupils who have a statutory entitlement.
- Provide school transport for pupils who have been awarded a concessionary or discretionary seat.
- Provide transport that meets all legal requirements.
- Monitor transport operators, drivers, escorts, pupils and schools to ensure that all parties are complying with the Passenger Transport Unit's school transport policies and accompanying 'Rule Book'.
- Provide Parents/Guardians with a free copy of the 'Rule Book'.
- Investigate fully, any complaints from a Parent/Guardian and do so in accordance with the Authority's complaints procedure.
- Provide a driver training programme to continually improve the service we provide.
- Take any steps necessary to ensure that health and safety is a priority and if necessary, may through consultation, withdraw the provision of transport for any pupil who compromises the safety of themselves, the driver, escort, any other passenger or any other road user.
- Utilise CCTV footage, where installed and available on Home to School Transport vehicles, to support any pupil involvement within an incident or complaint.
- Provide advice and information surrounding school transport upon request.

In view of any transport awarded by the Passenger Transport Unit, the Parent/Guardian agrees that they will:

- Ensure they have a copy of the Passenger Transport Unit's 'Rule Book' and undertake to read the contents of this document.
- Ensure the named pupil on this application form understands fully the rules which apply to him/her.
- Be responsible for ensuring that the named child on this form is aware of his/her legal rights and obligations.
 - It is your child's right to be provided with a safe vehicle and a safe, stress free journey.
 - It is the legal obligation of your child not to behave in any way which can affect the safety of themselves, the driver, escort, any other passenger or any other road user.
- Ensure that their child understands clearly that they must never distract the driver and be aware that in the event of misbehaviour that transport provision may be withdrawn immediately on the grounds of health and safety.
- Ensure their child understands that the driver legally has the final word over who he/she carries. The driver cannot put your child off the vehicle en route. However, your child must understand that the driver can legally refuse your child entry onto the vehicle at any time on the grounds of the health and safety of everyone else.
- Ensure that their child understands that if they do not behave on board a vehicle that they are breaking the law and can be prosecuted if an action is brought by the driver, the transport company or the Passenger Transport Unit.
- Ensure that if their child experiences any problems on board, such as bullying, that they must report this so steps can be taken as soon as possible to rectify the situation. A child may report this to a parent, the school, the Passenger Transport Unit, the driver, to BUSK, Kidscape or Childline.
- Ensure their child clearly understands that where safety belts are provided they must be worn at all times during the journey.
- CCTV footage, where installed and available on Home to School Transport vehicles, will be utilised as a means to support any pupil involvement within an incident or complaint.