

**AGREEMENT TO TRANSPORT TERMS AND CONDITIONS**

**I certify that I have read, understood and agree to the Transport Terms and Conditions 2025/2026.**

**Parents Name (please print) ………………………………………………………………..**

**Parents Signature ………………………………………………………………………………..**

**Students Name …………………………………………………………………………………….**

**Dated:-……………………………**

**PLEASE NOTE THAT BUS PASSES WILL NOT BE SUPPLIED UNLESS THESE TERMS AND CONDITIONS HAVE BEEN AGREED TO.**

**Terms and Conditions – SMB College Group Home to College Transport 2025/26**

By purchasing a bus pass for travel to our Brooksby/Melton campuses you agree to the following terms and conditions.

**Refunds/Waivers**

TC1.1 **By applying for a bus pass, you are signing up for a full academic year;** if there are changes to your circumstances and you wish to cease using home to college transport before 10th October 2025, you will be able to cancel and there would be no charge for this. Refunds for any payments made will also be issued.

TC1.2 If you wish to cease using home to college transport after 25th October 2024 you will still be charged for the full academic year, except in exceptional circumstances. Exceptional circumstances are assessed on a case-by-case basis at Director level with no guarantee of a waiver. All enquiries, in the first instance, should be made in writing to the Transport Coordinator via the email address transport@smbgroup.ac.uk. *Please note: Students that pass their driving test during an academic year, and as a result do not require transport services, does not constitute an exceptional circumstance.*

**Payment**

TC2.1 The annual cost of home to college transport for the 25/26 academic year is: £900 and this is subject to review on an annual basis.

TC2.2 Regardless of your chosen payment method, **you are committing to payment of the transport charge for the full academic year,** and you should take steps to ensure that cleared funds are available on the notified dates if you are paying by direct debit. The SMB College Group is not liable for charges which may be levied by your bank due to insufficient funds.

TC2.3 The SMB College Group reserves the right, at its discretion, to take fair and reasonable steps to legally recover any amounts overdue and outstanding, and travel passes will be withdrawn if all or part of the charge is not received promptly.

TC2.4 You may apply to the SMB College Group for Financial Support by way of the college bursary if your household income is less than £35,000pa to cover the cost of home to school transport, details of this can be found on the college website <https://www.smbcollegegroup.ac.uk/college-life/financial-support/finance-bursaries-loans>.

TC2.5 If your application for the college bursary is successful the full cost of the bus pass will be covered, and any monies already paid be refunded.

**Passes**

TC3.1 The bus pass will be part of your Student ID card and students should always have this on their person. Students will be expected to show their ID/bus pass daily and travel will be refused without it.

TC3.2 If you do not have a valid bus pass at the time of travel and you are refused transport it is the responsibility of the student to get to College and the SMB College Group will not accept liability for any costs incurred.

TC3.3 Should you wish to catch a different route this can be requested at the discretion of the Transport Coordinator by requesting a temporary daily bus pass, subject to there being an available seat on your preferred route.

**Routes/Stops**

TC4.1 You are purchasing a bus pass for a specific route that will pick you up and drop you off at a designated stop.

TC4.2 Any changes of circumstances, such as a change of address, route or if you no longer require college transport services should be reported to the Transport Coordinator immediately, you will only be able to change routes if there is a seat available. Should there not a be a suitable route or stop to service your new circumstances you will not be refunded any of the cost of the bus pass. You can contact the Transport Coordinator via email: - transport@smbgroup.ac.uk.

TC4.3 It is expected that you arrive at your designated stop 10 minutes before the advertised departure time. All buses will have the route number clearly displayed, it is your responsibility to hail the bus. If you miss the bus, it is your responsibility to source alternative transport into college, and at your own expense.

TC4.4 The SMB College Group are not responsible for providing alternative transport where unavoidable delays/route changes are necessary due to unforeseen circumstances, and circumstances that are out of control of SMB College group i.e. road traffic accidents, traffic jams or adverse weather.

TC4.5 The SMB College Group reserves the right to change routes and/or pick-up points/times, at our discretion, for any organisational or safety reasons.

TC4.6 Bus passes and ID badges remain the property of the SMB College Group and may be removed in the event of any breach of learner or college agreement, attempted or suspected fraudulent use of the pass, the pass being damaged or interfered with and/or non-payment of all or part of the college transport fee.

TC4.7 College to home transport departs from Wilton Street Car Park, Melton Mowbray at 16.30pm and Brooksby Archway at 16.50pm prompt. It is your responsibility to ensure you are on board your bus before this time and the college will not provide alterative transport for ANY circumstances where buses are missed.

**Lost Property**

TC5.1 Lost property should be reported immediately to the Transport Coordinator who will liaise with the bus operator where appropriate and attempt to recover the lost item(s). The SMB College Group and partner bus companies accepts no liability for loss or theft of personal property. Personal property is the sole responsibility of the student and if items can’t be recovered SMB College Group will not be liable for any costs.

**Complaints procedure**

TC6.1 Contracts with transport providers are held with Leicestershire County Council. Complaints about the SMB College Group home to college services can be made by emailing transport@smbgroup.ac.uk in the first instance. In exceptional circumstances, you may be advised by the transport coordinator to contact the local authority directly.

TC6.2 Complaints about any public service route must be made directly to the public service. Complaints procedures can be found on their website.

**Behaviour**

TC7.1 Students are subject to and are expected to adhere to the SMB College Group Student Code of Conduct. If Students are deemed in breach of the code of conduct, they will be disciplined in line with college disciplinary policy. SMB Group reserves the right to terminate a bus pass without notice or refund of any individual displaying persistently unacceptable behaviour on home to college transport services. This includes, but is not limited to: Vaping, foul language, bullying, antisocial behaviour of any kind, and distracting the bus driver.

TC7.2 Smoking on college buses is illegal, and vaping on college transport is strictly forbidden. If you are caught smoking or vaping on any of the college buses, it is highly likely that your bus pass will be terminated, no refund be issued, and you will have to find alternative means to get to college.

TC7.3 SMB College Group accepts no liability for any damage (accidental or wilful) caused to buses by individuals. If you are identified as damaging or vandalising a bus, you will be liable to pay for any damage or repair. You will have your bus pass terminated in line with TC7.1.

TC7.4 Your bus pass is SMB College Group property. Do not deface your bus pass or give it to any other student. Fraudulent activity around bus passes will also result in your pass being confiscated and you may be excluded from using SMB College Group transport without a refund.

**Requests for additional stops**

TC8.1 Requests for additional stops on a dedicated college bus route is at the discretion of the SMB College Group and are dependent upon student demand, safety of the bus stop and the extra cost and time it would add to the journey.

**Changes**

The SMB College Group reserve the right, at our discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

**Privacy**

Personal data is collected and processed, in line with our GDPR and data protection policy (available on our website).