



## Transport Terms and Conditions 2021 - 2022

### 1. CHARGES

- 1.1 Charges for travel will vary according to the route. Details of the charges applicable as at the time of your journey are as per the Transport fare bands as shown on the College website as at the date of travel. Charges will be reviewed annually.
- 1.2 **When applying for a pass you are committing to pay for the entire academic year.** You are paying for a pass to travel from your designated bus stop to and from College. Payment can be made termly; but the contract you are signing up to is for the annual cost.
- 1.3 Annual or termly payments for bus passes should be made via [store.askham-bryan.ac.uk](http://store.askham-bryan.ac.uk) in advance of picking up your bus pass from the Transport Office. Unless otherwise stated, payment of fares must be made in cash Sterling.
- 1.4 Some students may be eligible for financial support through a bursary to help them with the cost of transport. For further information please contact our Student Finance office at [bursaries@askham-bryan.ac.uk](mailto:bursaries@askham-bryan.ac.uk).

### 2. GETTING ON AND OFF THE BUS

- 2.1 You may only get on or off the vehicle at designated bus stops or stopping points on the specific route on which travel is taking place.
- 2.2 You should indicate clearly to the driver of an approaching bus if you wish to get on the bus. You must be at a bus stop and give such 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 board the bus.
- 2.3 When you get on a bus for travel you must show the driver a valid bus pass so that this can be scanned. If you do not have your pass you may be refused travel.
- 2.4 The buses will aim to arrive at College for 9am. The buses will leave campus at 4:45pm for the return journeys. All pick up points will be stopped at for drop off.
- 2.5 College subsidised transport does NOT include your travel to and from pick-up points.

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- 2.6 Students who are intending to get on a College bus and 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.

### 3. CONDUCT

- 3.1 When travelling on our vehicles, you are subject to these Conditions. Failure to comply with the Conditions (or the general law) may result in us refusing to permit you to travel or continue to travel.

- 3.2 In particular, you must not:

(a) behave in a manner which may reasonably be expected to cause a nuisance or inconvenience to any other passenger on the bus and or the driver (including, without limitation, the use of obscene or offensive language or behaving in a manner that is abusive or threatening);

(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 the vehicle entrance next to the driver, gangways, or any part of the vehicle, for instance, any emergency or other exits, in any way that would inhibit safety;

(d) smoke at any time in any part of the vehicle or carry any lit pipe, cigar, cigarette (including 'electronic cigarettes'), match or lighter on the vehicle;

(e) play or operate any musical equipment or instruments (including radios, mobile phones, MP3 devices etc) on vehicles at a volume that is likely to cause annoyance to other passengers;

(f) wear soiled clothing which might stain or damage the vehicle fittings or other passengers' clothing;

(g) deliberately damage or deface any part of the vehicle or deliberately interfere with any equipment fitted to the vehicle;

(h) lean out of the vehicle;

(i) take part in any form of criminal activity while on the vehicle;

(j) consume any type of alcohol while on the vehicle;

(k) carry or consume any items of food or drink which in the opinion of the driver may make other passengers' journeys unpleasant or otherwise cause offence, or which is likely to cause a spillage of any food or drink inside the vehicle;

(l) leave rubbish or discarded items on the vehicle;

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(m) wear roller skates, roller blades or unsuitable footwear, or use scooters or skateboards on the vehicle;

(n) 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.

- 3.4 You must also take reasonable care to ensure that persons or property within your control do not cause loss, injury or damage to property or persons. Animals may only be transported on the buses if approval is given in advance by the Head of Accommodation, Conferencing and Transport and will only be authorised in exceptional circumstances.
- 3.5 Knives and other sharp objects are not to be carried on any College transport under any circumstances.
- 3.6 If you are in breach of any of the above Conditions you will be required to give your name and address to the driver and may be removed from the vehicle. You will be refused further travel without refund.
- 3.7 Whilst we will do everything that we reasonably can to control the conduct of other passengers on our buses, we cannot be held responsible for their conduct.
- 3.8 Further to the conditions of travel outlined above, whilst travelling on College transport, students are required to abide by the Student Code of Conduct. Any breaches of the Code will be reported to College staff and any students found to be in breach of the Code will be dealt with through College disciplinary processes and may result in loss of access to College transport either on a temporary or permanent basis.

## 4. LOST PROPERTY

- 4.1 If you find property left on a vehicle by another passenger, please hand the item(s) to the driver as soon as it is safe to do so.
- 4.2 If you have lost your property on one of our vehicles or at our premises, please contact [Transport@askham-bryan.ac.uk](mailto:Transport@askham-bryan.ac.uk) .

## 5. COMPLAINTS

- 5.1 Complaints should be made in accordance with the College's Customer Services and Complaints Policy available at <https://www.askham-bryan.ac.uk/the-college/complaints>  
A copy of the College's Customer Services and Complaints Policy is available on request.

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5.2 In the first instance, you should contact the PA to Principal and the Chief Executive by providing full details of your complaint in writing to:

PA to Principal and the Chief Executive  
Askham Bryan College,  
Askham Bryan,  
York,  
YO23 3FR

5.3 An investigation shall be conducted and responded to, where possible, within 10 working days.

5.4 In the event that you are not satisfied with the initial reply you receive, you should contact, in writing the Chief Executive Officer, within 10 days of the date of the decision.

## 6. LIMITATION OF LIABILITY

6.1 Journeys may take longer than expected or may need to be diverted or cancelled.

6.2 We shall not be liable for direct or indirect losses, damages, cost or inconvenience that you suffer as a result of any cancellation, delay, diversion or termination of any of our services, or of our services being unavailable to you as a result of the vehicle being fully loaded, at capacity or for any other reasons.

6.3 We shall not be liable for any loss of or damage to your property, including any lost property placed under our control.

6.4 These Conditions do not affect your non-excludable statutory rights as a Consumer under the Consumer Rights Act 2015.

## 7. FORCE MAJEURE

7.1 Whilst the College undertakes to take all reasonable steps to provide the bus service (“the Service”) to you with reasonable care and skill, the College shall not be held responsible for any loss, damage, expense or inconvenience resulting from any delay, variation or failure in the provision of the Service arising from circumstances beyond the College’s reasonable control.

7.2 Events beyond the College's reasonable control include; but are not limited to:

- earthquake;
- flood;
- terrorism;
- storm;
- act of God or of public enemies;
- national emergency, epidemic or pandemic;
- invasion;
- riots and insurrection;

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- industrial disputes (including those which may involve the College's own staff);
- telecommunications failure;
- interference from any local, national or supra-national government agency or official.

7.3 The College will always look at ways that it can seek to minimise the disruption this may cause you; but will only have to take reasonable steps to do so.

## 8. DATA PROTECTION

- 8.1 The College is committed to protecting your privacy. The College will only use your personal details (your "Personal Data"), collected when applying for a bus pass and in relation to the Service, lawfully and in accordance with UK data protection legislation, in particular the Data Protection Act 2018 and all other applicable laws and regulations and subsequent legislation relating to the processing of Personal Data and privacy, including where applicable, the guidance and codes of practice issued by the Information Commissioner.
- 8.2 The College will only process the information necessary to complete your transaction with the College and no other Personal Data. The College will ensure that your Personal Data is kept confidential and is not used or disclosed other than as provided for under these Conditions or as required by law.
- 8.3 In accordance with UK data protection legislation, the College will hold and process the information provided by you only for the purposes of supplying the Service to you. The College is justified in processing your Personal Data in this way to enable the proper performance of the contract for the Service with you.
- 8.4 Your Personal Data will not be used for any marketing purposes, without your consent. We do not sell, rent or otherwise make available any Personal Data submitted to third parties.
- 8.5 All Personal Data will at all times remain in the UK and EEA, unless this is necessary for the performance of the contract with you.
- 8.6 We may use technology to track the patterns of behaviour of visitors to the Askham Bryan website. This can include using a "cookie" which would be stored on your browser. You can usually modify your browser to prevent this activity.
- 8.7 At all material times, the College will be the Controller for the purposes of the Data Protection Act 2018.
- 8.8 Your Personal Data will not be processed or stored for longer than one year from the date of your application for a bus pass. For further details, please see the College's Retention Policy which is available at <https://www.askham-bryan.ac.uk/the-college/college-policies>. A hard copy is available on request.

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- 8.9 You have the right to object to the processing of your Personal Data in this way; but failure by the College to process your Personal Data will mean that the College is unable to the Service. You also have the right to withdraw your consent at any time.
- 8.10 For further details as to your rights under UK data protection legislation, please go to <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>
- 8.11 If you have any concerns about the way we are collecting or using your Personal Data, you should raise your concerns with us in the first instance by contacting the College's Data Protection Officer, [judith.clapham@askham-bryan.ac.uk](mailto:judith.clapham@askham-bryan.ac.uk). If you are not satisfied with that response, you may then wish contact the Information Commissioner's Office at <https://ico.org.uk/concerns/>.

## 9. SEVERABILITY

- 9.1 If any provision of these Conditions or part thereof should be found to be invalid, ineffective or unenforceable under any applicable statute or regulation, the remainder of the provisions shall stand in full force and effect.

## 10. THIRD PARTIES

- 10.1 Unless expressly stated nothing in this Agreement will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

## 11. JURISDICTION AND GOVERNING LAW

- 11.1 The governing law for these Conditions shall be the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction.

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