

Transport Made Simple Group

Conditions of Carriage - School Bus Passes

Last updated: 22nd July 2025

Passengers travelling to school with the Transport Made Simple Group may purchase school bus passes as a means of obtaining the authority to travel with us. All school bus passes are purchased electronically, from our online booking system, located at www.flagfinders.vectare.co.uk.

When you purchase a school bus pass from our online booking system you enter into a binding legal contract with Flagfinders (CTB) Limited, trading as Flagfinders, as laid out here in these Conditions of Carriage - School Bus Passes (“**these Conditions**”). We reserve the absolute right to assign, subcontract, deal in or otherwise transfer our rights and obligations under these Conditions, subject to our notifying you of the same where it is reasonably practicable to do so. You shall not assign, subcontract, deal in or otherwise transfer your rights and obligations under these Conditions under any circumstances.

These Conditions are governed by the laws of England and you and we submit to the exclusive jurisdiction of the Courts of England. If any court or competent authority decides that any provision of these Conditions is invalid, unlawful or unenforceable, the other provisions shall remain in full force.

The binding legal contract governed by these Conditions shall commence from the date and time at which you purchase a school bus pass from our online booking system, and shall terminate at 23:59 on the final day on which the school bus pass is valid, unless terminated earlier by us in accordance with the provisions of these Conditions.

We may make changes to these Conditions from time to time and we shall not be obliged to notify you individually of any such changes. The version of these Conditions which shall apply to you in respect of each school bus pass shall be the version published on our online booking system at the point at which you purchased a school bus pass.

When any person boards one of our vehicles, whether for the purpose of making a journey or not, and / or boards a vehicle operated by a third party, which has been hired in by us or is under our control or instruction, they agree to abide by our General Conditions of Carriage (“**the General Conditions**”).

If you purchase a school bus pass for somebody other than yourself, you are obliged to notify them that their use of that school bus pass is governed by the General Conditions, in addition to these Conditions. Any person using a school bus pass for the purpose of travelling on one of our vehicles enters into a legally binding contract with us governed by these Conditions and the General Conditions.

Purchase of school bus passes

School bus passes shall only be purchased by the bona fide use of our online booking system, located at www.flagfinders.vectare.co.uk.

When you purchase a school bus pass, you are required to sign up to a Direct Debit with us. You can then choose between one Direct Debit payment for the full value of the school bus pass, taken shortly after you purchase it, or making payment via ten, equal monthly installments.

If you opt to make payment via installments, we will take installments as follows:

1. Shortly after you purchase the school bus pass (within approximately seven days)
2. In early August
3. In early September
4. In early October
5. In early November
6. In early December
7. In early January
8. In early February
9. In early March
10. In early April

Each installment will be approximately one tenth of the total price of the school bus pass.

School bus passes are strictly non-refundable. You shall have no entitlement whatsoever to request a refund of any monies paid to us in respect of a school bus pass. Furthermore, by purchasing a school bus pass you are committing to pay us the full price of the school bus pass; it is not permitted to cancel your Direct Debit, even if your child will not be using the bus for the full academic year.

FOR THE AVOIDANCE OF DOUBT, THERE ARE NO CIRCUMSTANCES WHATSOEVER WHERE YOU ARE CONTRACTUALLY ENTITLED TO A REFUND OF ANY MONIES PAID TO US IN RESPECT OF A SCHOOL BUS PASS, AND NOR MAY YOU CANCEL YOUR DIRECT DEBIT. THIS INCLUDES SITUATIONS WHERE YOUR CHILDREN CHANGE SCHOOL, LEARN TO DRIVE OR NO LONGER REQUIRE BUS TRAVEL FOR ANY OTHER REASON.

If you cancel your Direct Debit, you will be deemed to have committed a material breach of these Conditions. This shall entitle us, at our absolute discretion, to cancel your school bus pass and withdraw your right to travel on our vehicles, without any obligation to refund you any monies already paid. Furthermore, any outstanding monies will immediately be due for payment. Failure to pay these outstanding monies to us promptly will result in the debt being referred to an external debt collection agency for collection.

Use of school bus passes

You must show your school bus pass to the driver every time you wish to travel on one of our vehicles. If you are unable to show your school bus pass to the driver, you may be required to pay the single fare for the journey you wish to undertake, or you may be denied entry to the vehicle.

Your school bus pass is only valid on the bus service(s) which are specified at the time of purchase. You cannot use your school bus pass on any other service, or at the weekend or during the school holidays. However, refunds will not be made in respect of Christmas or Boxing Day, any other statutory, Bank or Public holidays, any other days on which it can be foreseen that no service will be provided or days on which we have advertised a suspension of service. In particular, if your school closes on a particular day, or days, irrespective of how much notice of this is provided, we shall be under no obligation to offer any refund of any monies paid for the school bus pass in respect of that day.

From time to time, your school may decide to open later than their published start time, and / or close earlier than their published finish time. We may, at our absolute discretion, alter the operating times of buses to align to these adjusted start / finish times, but shall be under no obligation to do so.

You must be waiting at your bus stop five minutes prior to the scheduled departure time of your bus. You must be waiting at the bus stop, clearly visible to the driver and not waiting in a car or any other vehicle.

You must signal clearly to the bus driver as the bus approaches to indicate that you wish to board the bus. Please wait and queue in an orderly manner.

When boarding the vehicle from your designated stop, you must board one passenger at a time and have your school bus pass ready to show to the driver.

You must conduct yourself in a good and orderly manner when travelling with us.

You acknowledge that, in the event of an incident on one of our vehicles, your personal data may be supplied to the Local Education Authority and / or your school and / or the Police for the purpose of investigating the incident.

Whilst travelling on one of our vehicles you shall:

- Remain in your seat, with your seatbelt (if fitted) fastened correctly, at all times except when embarking and disembarking
- Act respectfully to your fellow passengers
- Not damage, soil or vandalise the vehicle or any other person's property
- Not smoke, vape or use any other similar device at any time
- Not eat or drink at any time (with the exception of drinking water)
- Not commit any illegal act or omission

- Not distract the driver or do anything to affect the safe operation of the vehicle
- Not obstruct any of our team members in the performance of their duties
- Retain your school bus pass and present it for inspection to any of our team members, agents, subcontractors or representatives upon request

All school bus passes are non transferable and must not be sold, given, loaned or otherwise made available to any person other than the one person for whom the school bus pass was originally purchased.

If you fail to comply with your obligations as outlined within these Conditions, you may be deemed to have committed a material breach of these Conditions. This shall entitle us, at our absolute discretion, to cancel your school bus pass and withdraw your right to travel on our vehicles, without any obligation to refund you any monies already paid. Furthermore, any outstanding monies will immediately be due for payment. Failure to pay these outstanding monies to us promptly will result in the debt being referred to an external debt collection agency for collection.