



STANDARD SERVICE TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms for the provision of services by Orbit Coaches Limited a Private Limited Company registered in England under number 07504121 whose registered address is Units 1-3 Willow Park, Upton Lane, Stoke Golding, Warwickshire CV13 6EU and whose main trading address is New Farm, Desford Lane, Peckleton, Leicestershire LE9 7RB.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Calendar Day”	means any day of the year;
“Contract”	means the contract for the provision of Services, as explained in Clause 3;
“Month”	means a calendar month;
“Price”	means the price payable for the Services;
“Services”	means the services which are to be provided by Us to you as specified in your Order (and confirmed in Our Order Confirmation);
“Order”	means your order for the Services
“Order Confirmation”	means Our acceptance and confirmation of your Order as described in Clause 3;
“We/Us/Our”	means Orbit Coaches Limited a Private Limited Company registered in England under number 07504121 whose registered address is Units 1-3 Willow Park, Upton Lane, Stoke Golding, Warwickshire CV13 6EU and whose main trading address is New Farm, Desford Lane, Peckleton, Leicestershire LE9 7RB.



- 1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, text message, or other means.

2. Information About Us

Orbit Coaches Limited a Private Limited Company registered in England under number 07504121 whose registered address is Units 1-3 Willow Park, Upton Lane, Stoke Golding, Warwickshire CV13 6EU and whose main trading address is New Farm, Desford Lane, Peckleton, Leicestershire LE9 7RB.

- 2.1 Our VAT number is 670663916
- 2.2 We are regulated by Office of The Traffic Commissioner for the East of England.

3. The Contract

- 3.1 These Terms and Conditions govern the sale and provision of Services by Us and will form the basis of the Contract between Us and you. Before submitting an Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.
- 3.3 A legally binding contract between Us and you will be created upon our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing.
- 3.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:
 - 3.4.1 The main characteristics of the Services;
 - 3.4.2 Our identity (set out above in Clause 2) and contact details (as set out below in Clause 11);
 - 3.4.3 The total Price for the Services including taxes or, if the nature of the Services is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
 - 3.4.4 The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Services;
 - 3.4.5 Our complaints handling policy;
 - 3.4.6 Where applicable, details of after-sales services and commercial guarantees;
 - 3.4.7 The duration of the Contract, where applicable, or if the Contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the Contract.

4. Orders

- 4.1 All Orders for Services made by you will be subject to these Terms and Conditions.
- 4.2 You may change your Order at any time before We begin providing the Services by contacting Us. Requests to change Orders do not need to be made in writing.
- 4.3 If your Order is changed, We will inform you of any change to the Price in writing usually by email.

- 4.4 You may cancel your Order within 14 calendar days of placing it. If you have already made any payments to us under Clause 5 (including, but not limited to the Deposit), the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation. If you request that your Order be cancelled, you must confirm this in writing. If you wish to cancel the Services after this time period, or once We have begun providing the Services, please refer to Clause 10.
- 4.5 We may cancel your Order at any time before We begin providing the Services due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform you as soon as is reasonably possible. If you have made any payments to Us under Clause 5 (including, but not limited to the Deposit), the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of Us informing you of the cancellation. Cancellations will be confirmed in writing.

5. Price and Payment

- 5.1 The Price of the Services is a set price and will be shown prior to you accepting your order. If the Price shown in your Order differs from Our current Price, We will inform you upon receipt of your Order.
- 5.2 There is no special or reduced price for multiple purchases for example for more than one child.
- 5.3 The price of the service the transport charge is calculated on an annual basis and not per day.
- 5.4 Our Prices may change at any time, but these changes will not affect Orders that We have already accepted.
- 5.5 Please note the transport charge is calculated on an annual basis and there will be no reduction for any periods where transport isn't required e.g. exam leave, holidays or sickness, or for any occasions when due to unforeseen circumstances transport is not available e.g. snow days, vehicle breakdowns / lateness, school closures / early finishes.
- 5.6 In certain circumstances, if your Order is cancelled, your Deposit will be refunded in full or in part. However, it is our general policy that deposits are non-refundable. The amount due will be calculated based upon the Price for the Services, Our formal quotation, and the amount of work (if any) already undertaken by Us. Please refer to Clause 10 if the Services are cancelled after they have begun.
- 5.7 The balance of the Price will be payable on a monthly basis in advance **on the 5th of every month** during the provision of the Services.
- 5.8 Payments are to be made of a 10 month period starting 5th August 2020 until 5th May 2021 being the last payment. No upfront full payments are being accepted.
- 5.9 We accept the following method of payment:
- 5.9.1 Standing Order.
- 5.10 If you do not make payment to Us by the due date as shown on your order confirmation. There will be an administration charge of £10.

10 Monthly payments Per child per academic year	<p>£65.00 per child per month totalling £650.</p> <p>Payments start on the 5th August 2020 to 5th May 2021.</p>
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6. Providing the Services

- 6.1 As required by law, We will provide the Services with reasonable skill and care, consistent with best practices and standards in the Bus and Coach industry, and in accordance with any information provided by Us about the Services.
- 6.2 We will begin providing the Services on the date confirmed in Our Order Confirmation.
- 6.3 We will continue providing the Services for a period **of the school academic year from August 2020 until July 2021.**
- 6.4 We will make every reasonable effort to complete the Services on time (and in accordance with your Order). We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please see Clause 9 for events outside of Our control.
- 6.5 In certain circumstances, for example where there is a delay in you sending Us information or taking action required under sub-Clause 6.5, We may suspend the Services (and will inform you of that suspension in writing). For example, not completing the payment process.
- 6.6 In certain circumstances, for example where We encounter a technical problem, We may need to suspend the Services in order to resolve the issue. Unless the issue is an emergency and requires immediate attention, We will inform you in advance in writing before suspending the Services.
- 6.7 If you do not pay Us for the Services as required by Clause 5, We may suspend the Services until you have paid all outstanding sums due. If this happens, We will inform you in writing. This does not affect Our right to charge you an administration charge.

7. Problems with the Services and Your Legal Rights

- 7.1 We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, there is a problem with the Services We request that you inform Us as soon as is reasonably possible (you do not need to contact Us in writing).
- 7.2 We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical. We will use reasonable efforts to remedy problems within 24 hours.
- 7.3 As a consumer, you have certain legal rights with respect to the purchase of services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office. If We do not perform the Services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to a reduction in price. If the Services are not performed in line with information that We have provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you (or if Our breach concerns information about Us that does not relate to the performance of the Services), you have the right to a reduction in price. If for any reason We are required to repeat the Services in accordance with your legal rights, We will not charge you for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full Price and, where you have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that you are entitled to the refund) and made via the same payment method originally used by you unless you request an alternative method. In addition to your legal rights relating directly to the

Services, You also have remedies if We use materials that are faulty or incorrectly described.

8. Our Liability

- 8.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 8.2 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 8.3 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for failing to perform the Services with reasonable care and skill or in accordance with information provided by Us about the Services or about Us.
- 8.4 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

9. Events Outside of Our Control (Force Majeure)

- 9.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic, pandemic or other natural disaster, or any other event that is beyond Our reasonable control. Such as school closure.....
- 9.2 If any event described under this Clause 9 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
 - 9.2.1 We will inform you as soon as is reasonably possible;
 - 9.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
 - 9.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;
 - 9.2.4 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to Cancel under sub-Clause 10.3.3. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation notice;
 - 9.2.5 If the event outside of Our control continues for more than 6 weeks, We will cancel the Contract in accordance with Our right to cancel under sub-Clause 10.6.3 and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice.
 - 9.2.6 In the event of a cancellation of school services in accordance with clause 9.1 because the contract is based on annualised income there will be no automatic refund of monies paid in advance.

- 9.2.7 Such services which are provided which are paid for by standing order will still be required to be paid until the end of the contract term.

10. Cancellation

- 10.1 If you wish to cancel your Order for the Services before the Services begin, you may do so under sub-Clause 4.4.
- 10.2 Once We have begun providing the Services, you are free to cancel the Services and the Contract at any time by giving Us 14 calendar days written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5.
- 10.3 If you cancel because of Our breach under sub-Clause 10.3.1, you will not be required to make any payments to Us. You will not be required to give 14 calendar days' notice in these circumstances:
- 10.3.1 We have breached the Contract in any material way and have failed to remedy that breach within 14 calendar days of you asking Us to do so in writing; or
- 10.3.2 We enter into liquidation or have an administrator or receiver appointed over Our assets; or
- 10.3.3 We are unable to provide the Services due to an event outside of Our control (as under sub-Clause 9.2.4); or
- 10.3.4 We change these Terms and Conditions to your material disadvantage.
- 10.4 We may cancel your Order for the Services before the Services begin under sub-Clause 4.5.
- 10.5 Once We have begun providing the Services, We may cancel the Services and the Contract at any time by giving you 14 calendar days written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5.
- 10.6 If any of the following occur, We may cancel the Services and the Contract immediately by giving you written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5. We will not be required to give 14 calendar notice in these circumstances:
- 10.6.1 You fail to make a payment on time as required under Clause 5 (this does not affect our right to charge interest on overdue sums under sub-Clause 5.10); or
- 10.6.2 You have breached the Contract in any material way and have failed to remedy that breach within 14 calendar of Us asking you to do so in writing; or
- 10.6.3 We are unable to provide the Services due to an event outside of Our control (for a period longer than that in sub-Clause 9.2.5).
- 10.7 For the purposes of this Clause 10 (and in particular, sub-Clauses 10.3.1 and 10.6.2) a

breach of the Contract will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party (i.e. you under sub-Clause 10.3.1 and Us under sub-Clause 10.6.2). In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

11. Communication and Contact Details

- 11.1 If you wish to contact Us, you may do so by telephone at 01455 823171 or by email at office@orbitcoaches.co.uk.
- 11.2 In certain circumstances you must contact Us in writing (when cancelling an Order, for example, or exercising your right to cancel the Services). When contacting Us in writing you may use the following methods:
 - 11.2.1 Contact Us by email at office@orbitcoaches.co.uk; or
 - 11.2.2 Contact Us by pre-paid post at Orbit Coaches Limited, New Farm, Desford Lane, Peckleton, Leicester LE9 7RB.

12. Complaints and Feedback

- 12.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 12.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from main office.
- 12.3 If you wish to complain about any aspect of your dealings with Us, including, but not limited to, these Terms and Conditions, the Contract, or the Services, please contact Us in one of the following ways:
 - 12.3.1 In writing, addressed to the Managing Director, Orbit Coaches Limited, New Farm, Desford Lane, Peckleton, Leicester LE9 7RB;
 - 12.3.2 By email, addressed to the Managing Director, office@orbitcoaches.co.uk;
 - 12.3.3 Using Our complaints form, following the instructions included with the form;
 - 12.3.4 By contacting Us by telephone on 01455 823171

13. How We Use Your Personal Information (Data Protection)

- 13.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and your rights under the GDPR.
- 13.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available from main office.

14. Other Important Terms

- 14.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by

them.

- 14.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 14.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 14.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid, or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 14.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

15. **Governing Law and Jurisdiction**

- 15.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.
- 15.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 16.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 15.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.