

BEAVER BUS TERMS & CONDITIONS

Please read the following important terms and conditions before you buy anything on our website and check that they contain everything which you want and nothing that you are not willing to agree to.

KEY TERMS

AFFECTING OUR LIABILITY TO YOU AND YOUR RIGHT TO A REFUND

(A) Where a Beaver Bus Pass (as defined below) is purchased, additional terms and conditions apply which can be found at clauses 6 and 10 below. Please be aware that these special terms and conditions may affect your right to a refund. Please be aware that you do have the option to purchase Daily Tickets as opposed to a Beaver Bus Pass.

(B) Our liability for losses is limited by clause 15.

(C) This agreement does not affect your non-excludable statutory rights as a consumer.

Summary of some of your key rights:

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that in most cases, you can cancel within 14 days. If you agree the services will start within this time, you may be charged for what you've used.

The Consumer Rights Act 2015 says:

you can ask us to repeat or fix the services if they are not carried out with reasonable care and skill, or get some money back if we can't fix it;

if a price hasn't been agreed upfront, what you're asked to pay must be reasonable;

if a time hasn't been agreed upfront, it must be carried out within a reasonable time.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 03454 04 05 06.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

This contract sets out:

your legal rights and responsibilities;

our legal rights and responsibilities; and

certain key information required by law.

In this contract:

'We', 'us' or 'our' means Beaver Bus Limited; and

'You' or 'your' means the person using our site to buy services from us.

If you don't understand any of this contract and want to talk to us about it, please contact us by:

email Monday to Friday, 9.00am to 4.00pm; or

telephone 01162844877 during opening hours <https://beaver-bus.co.uk/contact/>.

Who are we?

We are Beaver Bus Limited, a company registered in England and Wales under company number: 06458179.

Our registered office is at: Unit 7, Salisbury House, Wheatfield Way, Hinckley, Leicestershire, England, LE10 1YG.

The details of this contract will not be filed with any relevant authority by us.

1 *Parent/Guardian undertaking*

1.1 If you are a parent or guardian (or other legal person) who purchases a ticket or ticks the declaration on behalf of your child (or such other person that you are legally responsible for as a guardian) you undertake that you have the authority to act on behalf of your child (or such other person that you are legally responsible for) and acknowledge that you are responsible for ensuring that your child (or such other person that you are legally responsible for) has read and fully understands these terms and conditions.

2 *Introduction*

2.1 When you buy a Ticket for travel by bus or coach from us or for your child you agree to be legally bound by this contract and the Conditions of Carriage which are available on our website at <https://beaver-bus.co.uk/conditions-of-conduct/>.

2.2 This contract is only available in English. No other languages will apply to this contract.

2.3 When buying a ticket or season ticket you also agree to be legally bound by any extra terms which may add to, or replace some of, this contract. This may happen for security, legal or regulatory reasons. We will contact you to let you know if we intend to do this by giving you one month's notice.

3 *Information we give you*

3.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information, please:

3.1.1 read the acknowledgement email (see clause 4.3); or

3.1.2 contact us using the contact details at the top of this page.

3.2 The key information we give you by law forms part of this contract (as though it is set out in full here).

3.3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

4 *Purchasing services from us*

4.1 Below, we set out how a legally binding contract between you and us is made.

4.2 You place an order on the site by filling out a Reservation Form. Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us.

4.3 When you place your order at the end of the online checkout process (eg when you click on the “send email” button and we will acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted.

4.4 We may contact you to say that we do not accept your order. This is typically for the following reasons:

4.4.1 we cannot carry out the services (this may be because, for example, we have a shortage of staff);

4.4.2 we cannot authorise your payment;

4.4.3 you are not allowed to buy the services from us;

4.4.4 we are not allowed to sell the services to you; or

4.4.5 there has been a mistake on the pricing or description of the services.

4.5 We will only accept your order when we email you to confirm this (“Confirmation Email”). At this point:

4.5.1 a legally binding contract will be in place between you and us; and

4.5.2 we will provide the services as agreed during the online checkout process.

5 *Payment*

5.1 Ticket prices shall be based on your purchased school route and are set out on our website.

5.2 A ticket is a ticket that is issued for travel on our busses (“Ticket”), and Ticket includes:

5.2.1 A daily ticket, which is valid for use on the selected route for the day in which it was purchased (“Daily Ticket”); or

5.2.2 an annual bus pass, which is valid until the end of the academic school year in which it is purchased, subject to the additional conditions at clause 6 and clause 9 (“Beaver Bus Pass”).

5.3 We will do all that we reasonably can to ensure that all of the information you give us when paying for the services is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

5.4 Your card will only be charged after Worldpay have sent you the Confirmation Email. When Purchasing a Beaver Bus Ticket, you have the option to:

5.4.1 pay in full; or

5.4.2 pay in 10 monthly instalments.

5.5 Where you have opted to pay in 10 monthly instalments, you will be provided with a monthly figure and you shall pay on the first day of each month, starting with the first month of the Academic Year and shall continue to pay the monthly amount for 10 consecutive months.

5.6 If your payment is not received by us under clauses 5.4 to 5.5, we may charge interest on any balance outstanding at the rate of 8 percentage points per year above the Bank of England base rate from time to time. We will email you to let you know if we intend to do this.

5.7 Nothing in this clause affects your legal rights to cancel the contract during the cancellation period as set out in clauses 5.2 and 9.

5.8 The price of the services is in pounds sterling (£) (GBP).

6 *Tickets*

6.1 Tickets can be purchased in advance of any journey and will be made available on your Ticket Card.

6.2 Tickets and Ticket Cards are non-transferrable.

6.3 You must scan the Ticket Card using the electronic technology available for that purpose.

6.4 You must hold a valid Ticket for your entire journey and must carry this Ticket with you at all times on each journey to which your ticket relates.

6.5 You must make your Ticket Card available for inspection by the bus operator upon reasonable request.

6.6 Where you or your child cannot provide a Valid Ticket or are not comply with these terms and conditions or our Conditions of Carriage, you may be, at our sole discretion:

6.6.1 Required to pay the full price of a Daily Ticket;

6.6.2 Refused access on our bus to travel temporarily or permanently;

6.6.3 Reported to the relevant personnel including parents/guardians, schools or (where appropriate) the police.

7 *Beaver Bus Pass*

7.1 A Beaver Bus Pass shall be valid from the later of 1st August and the date the Beaver Bus Pass is issued by us and a Beaver Bus Pass shall be valid until the end of the Academic Year in which it is purchased.

7.2 For the purposes of clause 6.1 above, the academic year is from 1 August to 31 July the following year and is subject to change from time to time ("Academic Year").

7.3 Once you have purchased a Beaver Bus Pass has been purchased in accordance with these terms and conditions, you will be issued with a Ticket Card:

7.3.1 Where you have purchased a Beaver Bus Pass before the start of the Academic Year, before the start of the Academic Year;

7.3.2 Where you have purchased a Beaver Bus Pass during the Academic Year, within 10 working days of such purchase.

7.4 Cancellations and refunds are only permissible in accordance with clauses 7 to 9 below.

8 *Cancellation and Refunds*

8.1 You have the right to cancel this contract within 14 days without giving any reason. However, you do not have the right to cancel if you requested for us to start providing the services during the cancellation period and the services are fully performed (ie the work is fully or partly completed) during this period. This is further explained in clauses 8.5 and 8.6 below.

8.2 The cancellation period will expire after 14 days from the day of you entering into this contract.

8.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post, fax or email) using the contact details at the top of this contract. You may also cancel by contacting us on telephone.

8.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

8.5 We will not start providing the services during the 14-day cancellation period unless you ask us to. When you place an order for services, you will be given the option to tick a box to request for us to start providing the services during the cancellation period. By ticking the box, you acknowledge that you will lose your right to a full refund under this contract once the services have commenced (ie you have started using us for travel). If you do not tick the box, we will not be able to start providing the services to you until the cancellation period has expired. We are not obliged to accept your request.

8.6 This means that if you requested for us to start providing the services during the cancellation period and the services are fully performed (ie the work is completed) during this period, you lose your right to cancel and will be required to pay the full price under this contract even if the cancellation period has not expired.

8.7 This does not affect the rights you have if your services are faulty. A summary of these rights is provided at the top of this contract. See also clause 13 below.

9 *Effects of cancellation*

9.1 If you cancel this contract within 14 days of you entering into the contract, we will reimburse to you all payments received from you unless you requested for us to start providing the services during the cancellation period, in which case you must pay us:

9.1.1 for the services we provided up to the time you told us that you want to cancel this contract, which will be an amount in proportion to the services performed up to that point in comparison with the full price under this contract; or

9.1.2 the full price under this contract, if you lost your right to cancel this contract.

9.2 We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

9.3 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

10 Cancellation and Refunds relating to Beaver Bus Pass

10.1 In special circumstances, Beaver Bus Passes may be cancelled, and refunds made available part way through the Academic Year, at our discretion upon receipt of the Ticket Card.

10.2 Any refund for part used Beaver Bus Passes are calculated from the date after the Ticket Card is returned to us.

10.3 Any refund for part used Beaver Bus Passes will be the difference between the full price of the Beaver Bus Pass (whether paid in full or subject to monthly instalment repayment) less the cost of daily tickets for the period that you have had full use of the Beaver Bus Pass up to and including the day after the Ticket Card is returned to us. You will also be liable for an administration charge of £15 to cover the administration costs associated with early cancellation of your Beaver Bus Pass.

10.4 You receive a substantial discount when you purchase a Beaver Bus Pass, for that reason refunds are not made pro rata to the periods before/after surrender and because of this, depending on the point you cancel, your season ticket may have no refund value.

10.5 For the avoidance of doubt, nothing in this clause 8 affects your statutory right to cancel in accordance with clause 6 above.

11 Journey interruptions

11.1 Sometimes, often for reasons beyond our control, our busses may be delayed, cancelled or diverted which means that the services might be affected by events. Where possible and reasonable, we will keep you informed of such delays and/or cancellations.

12 Nature of the services

12.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example:

12.1.1 the services must be carried out with reasonable care and skill; and

12.1.2 we must carry out the services within a reasonable time, if you and we haven't fixed a time for the services to be carried out.

13 Faulty services

13.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') are set out at the top of this contract. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:

13.1.1 contact us using the contact details at the top of this page; or

13.1.2 visit the Citizens Advice website www.citizensadvice.org.uk or call 03454 04 05 06.

13.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

13.3 Please contact us using the contact details at the top of this contract if you want:

13.3.1 us to repeat the services;

13.3.2 us to fix the services; or

13.3.3 a price reduction.

14 End of the contract

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

15 *Limit on our responsibility to you*

15.1 Except for any legal responsibility that we cannot exclude in law (such as for fraud, death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

15.1.1 losses that:

- (a) were not foreseeable to you and us when the contract was formed;
- (b) were not caused by any breach on our part;
- (c) were caused by journey interruptions.

15.1.2 business losses; and

15.1.3 losses to non-consumers.

16 *Disputes*

16.1 We will try to resolve any disputes with you quickly and efficiently.

16.2 If you are unhappy with:

16.2.1 the services;

16.2.2 our service to you generally; or

16.2.3 any other matter,

please contact us as soon as possible.

16.3 If you want to take court proceedings, the courts of the part of the United Kingdom in which you live will have non-exclusive jurisdiction in relation to this contract.

16.4 The laws of England and Wales will apply to this contract.

17 *Third party rights*

No one other than a party to this contract has any right to enforce any term of this contract.

18 *Your privacy and personal information*

18.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

19 *Comments or Suggestions*

19.1 Any comments or queries should be sent to Beaver Bus, Unit 94, The Whittle Estate, Cambridge Road, Whetstone, Leicestershire, LE8 6LH.

Updated: 02/11/2020