

## TERMS & CONDITIONS- PAID TRAVEL PERMITS

**PLEASE READ THE FOLLOWING TERMS & CONDITIONS (“the Conditions”) AND ONLY COMPLETE THE APPLICATION TO PURCHASE A PASS IF YOU UNDERSTAND AND AGREE TO ADHERE TO THE CONDITIONS BELOW.**

**The Conditions represent an agreement between North Yorkshire Council (“the Council”) and the parent/guardian of the pupil who is provided with a Paid Travel Permit.**

1. A Paid Travel Permit will only be considered where there is a spare seat on contracted Home to School service provided for pupils entitled to free transport and where it is lawful to issue and charge for the permit.
2. Existing transport will not be diverted or extended to accommodate this application, nor will any additional vehicle capacity be added to a route or extra costs incurred to accommodate a paid travel permit application
3. A Paid Travel Permit will not be issued until either full payment is received or a correctly completed Direct Debit mandate has been received.
4. The charge will be reduced by 50% for pupils whose families or themselves are on receipt of the qualifying benefits for free school meals as listed on NYC’s website or receive the maximum level of working tax credits. If I am unable to prove that I qualify for a reduction of 50% of the charge, then the full payment will be applied should the application be approved.
5. The Council reserves the right to withdraw the paid travel permit at its discretion, any time, by giving one weeks’ notice without giving a reason. The following are examples of situations where a pass can be withdrawn (NB – This is not an exhaustive list)
  - if the journey becomes solely used by Paid Travel Permit holders or where entitled pupils can be accommodated by other means;
  - it is no longer lawful for the Council to provide and charge for a permit
  - if the allocated seat is required for a pupil entitled to home to school transport
  - if a reduction in vehicle capacity is required during the course of the academic year
  - if the Council consider the pass holder’s behaviour is such that it causes inconvenience to other passengers
  - if a review of transport in the area where the service operates has been done and there is a change to vehicle requirements as a result
6. Pass holders must adhere to the behaviour code of conduct as set out at [School transport for reception to year 11 children | North Yorkshire Council](#)
7. Failure to meet any instalment by Direct Debit will result in the paid permit being withdrawn. You will be notified in writing should this occur and the outstanding balance must be paid or an invoice will be issued to claim any monies owing to the Council. In the event that you do default on payment and you have been provided with a discounted or commercial pass you are responsible for the full cost of the commercial pass to the Council.
8. Should transport be withdrawn as a result of failure to meet any instalment by Direct Debit (or any other means of payment), you will remain responsible for the cost of the Paid Travel Permit up to the date of withdrawal and you will be invoiced for any monies owing.
9. To cancel the Paid Travel Permit, the pass or passes must be returned to the Council at the address below. We recommend that you use a Recorded Delivery service as proof of postage may be requested in the event that the pass is not received. You will remain responsible for the cost of the permit until the date it is received by the Council.
10. If I apply partway through the year the contribution is still chargeable, if I apply after 31 October the amount **may** be charged pro-rata. However, if I had a valid pass the previous year/s on the service I am applying for, I will be charged **full price** regardless of when I apply.
11. A valid pass must be carried for each occasion a journey is undertaken. If found to be travelling without a valid pass a charge will be issued for the full cost of the pass for the academic year. I will not be able to use NYC services in the future until the charge has been paid in full.
12. The travel permit must only be used by the person named on it and is not valid for travel for any other party.
13. Any application for a refund will be considered and be subject to the sole discretion of the Council. In the event of a refund being accepted it will be calculated up to the day that the pass or passes are received by the Council, regardless of whether transport has been used or not.
14. Details about the information we collect and how we use it are available in our [privacy policy](#).
15. Any application made by a Post 16 student eligible for transport assistance for a Paid Travel Permit, is subject to terms and conditions of Post 16 transport assistance (see page below). Any Post 16 student not entitled to transport assistance is also bound by P16 Terms & Conditions as page below.
16. Address for pass returns and refund consideration is  
*North Yorkshire Council, FAO Integrated Passenger Transport, County Hall, Northallerton, DL7 8AH*

## Terms and Conditions of transport assistance to sixth form or college

1. The information given on the application is to my knowledge true and correct.
2. Transport assistance will only be awarded if I meet the eligibility criteria of the Post 16 transport policy available at: [www.northyorks.gov.uk/post16transport](http://www.northyorks.gov.uk/post16transport)
3. I am aware a contribution has to be made towards the costs of transport. There is no charge for students who are Looked After by North Yorkshire Council, who are registered young carers or live independently and are in receipt of Income Support in their own right.
4. The charge will be reduced by 50% for students whose families or themselves are on receipt of the qualifying benefits for free school meals as listed on NYC's website or receive the maximum level of working tax credits. If I am unable to prove that I qualify for a reduction of 50% of the charge, then the full payment will be applied should the application be approved.
5. I understand that it may be necessary for the Authority to contact the sixth form/college named to verify, attendance, course being studied, free school meal status, entitlement to bursary funding etc.
6. The Council can withdraw the type of transport provision in certain circumstances e.g. a service is no longer needed for statutory age pupils.
7. If I am entitled to transport assistance to sixth form/college and there is no transport available, I may be offered a mileage allowance.
8. No travel pass will be issued until either full payment is received or Direct Debit payments arranged.
9. **Failure to meet any instalment by direct debit may result in transport being withdrawn. I will be notified in writing should this occur, and the outstanding balance must be paid. In the event that I do default on payment, and I have been provided with a discounted or a commercial pass, I am responsible for the full cost.**
10. For SEND students where a taxi has been commissioned, failure to meet any direct debits instalments will automatically trigger a cancellation request. The cancellation of transport will be enacted if a further attempt for payment is rejected.
11. If I apply partway through the year the contribution is still chargeable, if I apply after 31 October the amount **may** be charged pro-rata. However, if I had a valid pass the previous year/s on the service I am applying for, I will be charged **full price** regardless of when I apply.
12. A valid pass must be carried for each occasion a journey is undertaken. If found to be travelling without a valid pass a charge will be issued for the full cost of the pass for the academic year. I will not be able to use NYC services in the future until the charge has been paid in full.
13. Transport will be by the most cost effect service available to the Authority and will be from the beginning and end of the normal sixth form/college day. If the course timetable varies on particular days no alternative travel permit will be arranged.
14. I am aware that the NYC transport assistance to sixth form/college scheme may not be the cheapest option for transport.
15. If transport assistance is awarded to attend an alternative establishment due to my course combination and I am found to be no longer attending that particular course my transport assistance will be withdrawn, unless the eligibility criteria is still being met.
16. If there is no transport directly from my address, I will have to make my own way to the nearest pick-up point.
17. Transport will only be provided to the main school or college. Assistance will not be provided for work placement or for periods of study away from the main campus.
18. To cancel the Post 16 travel permit, the pass or passes **must** be returned to NYC at address below. We recommend that you use Recorded Delivery, as proof of postage will be requested in the event that the pass is not received back. Refunds maybe considered from the date of receipt of the pass/passes. Please return to Integrated Passenger Transport, County Hall, Northallerton, DL7 8AH.
19. If I cancel the Post 16 transport assistance or default on payment and the Authority has provided a travel pass at a reduced rate or for commercial transport, I will be responsible for the full value of the pass or passes if not returned before 1 April. In some cases, this could be over the value of £2500 (see point 9).
20. Failure to pay the travel charge or any outstanding balance will result in an invoice being raised against me and debt collection proceedings taken.
21. **I am unable to cancel the Post 16 transport assistance after the 1 April** (please be aware transport is contracted until the end of the academic year and therefore you will remain responsible for the cost even if you do not use it).