



## **KCC 16+ Travel Saver Scheme**

### **TERMS AND CONDITIONS 2021 / 22**

#### Definitions

**“Application Fee” means**

a contribution towards the cost of Kent County Council providing the Scheme as a whole, either made in whole at the point of application or through a series of instalments through Direct Debit Agreement, which may be charged according to the defined circumstances of applicants, current details of which can be found at

[www.kent.gov.uk/16plustravelsaver](http://www.kent.gov.uk/16plustravelsaver)

**“Bus Services” means**

all registered bus services which start or finish in Kent (except for those services run by operators who elect not to participate in the Pass Scheme or where some other restriction agreed by Kent County Council applies) and for the avoidance of doubt coach and private bus services such as vehicles hired to provide school transport under the Education Acts and rail travel are not included.

**“Compensation” means**

compensation means a gesture, normally financial or of a financial benefit (as further detailed in paragraph 11), made available to users of the Bus Services in response to a widespread loss of benefit owing to non-use of the Pass such as a consequence of National School Closures.

**“Completed Application” means**

the application for a Pass completed accurately accompanied by the Application Fee or completed Direct Debit Agreement and received by Kent County Council, Public Transport Department.

**“Direct Debit Agreement” means**

the direct debit agreement in place from time to time for the purpose of timely Payment by Instalment of the Application Fee to Kent County Council for the Pass.

“Eligible Person” means any of the following:

- (a) a pupil regardless of age in academic year groups 12-14 whose principal place of residence is within Kent and who is enrolled for attendance at a Recognised Institution.
- (b) a pupil who by age would ordinarily be in academic year group 11 but on the grounds of educational attainment is in academic year group 12 whose principal place of residence is within Kent and who is enrolled for attendance at a Recognised Institution.
- (c) a pupil in academic year groups 12-14 whose principal place of residence is within Kent but who is undertaking work-based learning at a provider registered as such with the Education, Learning and Skills directorate of Kent County Council.

“Hotlist” means

the process by which the Council can de-activate the pass such that it will not be accepted for travel and alert the driver of the need to recover it, when presented to an electronic ticket machine.

“National School Closures” means

a period of widespread Recognised Institution closures, instigated as a result of Central Government Guidance.

“Pass” means

the pass currently branded “KCC 16+ Travel Saver”, normally issued as an ITSO smartcard, which permits concessionary travel to young people in Kent who are enrolled for attendance at a Recognised Institution or who are otherwise entitled to concessionary travel.

“Pass holder”

means the holder and user of the Pass, being an Eligible Person, as identified through the application process and transferred to the personal information carried on the Pass.

“Payment by Instalment” means

Applying on the basis, not of an upfront payment in full, but instead electing to spread the cost of the payment via a series of instalments established under a Direct Debit Agreement. The total cost of the Pass is unaltered by the timing of the application and therefore applications made later in the year will see larger payments split over a smaller amount of remaining months reducing from 8 monthly instalments from August to March down to 2 monthly instalments from February to March.

“Recognised Institution” means

An establishment specified in the list of participating schools and institutions, details of which can be found at [www.kent.gov.uk/kcc16plustravelsaver](http://www.kent.gov.uk/kcc16plustravelsaver)

“Scheme” means

the KCC 16+ Travel Saver Scheme.

“Scheme Year” means

The Start of the Academic Year until 31<sup>st</sup> August the following year.

## TERMS

1. Submission of a Completed Application signifies acceptance of these terms and conditions and all other Scheme information by the applicant/Eligible Person and their parent(s)/guardian(s).
2. Only an Eligible Person may apply for and use a Pass.
3. A Pass remains the property of the Kent County Council at all times.
4. Passes are non-transferrable and can only be used by the Pass holder. Where we have reason to believe that a Pass has been misused, Kent County Council reserves the right at its discretion to remove the right of use on either a temporary or permanent basis.
5. Applications can be made from 7<sup>th</sup> June 2021 until 20<sup>th</sup> May 2022.
6. Passes will be sent to the Recognised Institution which the Eligible Person attends unless otherwise agreed in writing between the Eligible Person and Kent County Council.
7. Applications can take up to 4 weeks to process. Deadlines identified in the Scheme literature highlight the dates by which applications need to be received by Kent County Council to be sure of the Pass being available for the start of the forthcoming term.
8. Kent County Council will neither be liable for and will not refund any transport costs incurred while Pass applications are being processed, nor any transport costs incurred before the Pass is collected from the Recognised Institution, which the Eligible Person attends.

9. Full refunds are **only** available if requested before the Pass has been collected by the Eligible Person/prospective Pass Holder / parent/guardian but will incur a £10 administration fee. Requests for refunds made once the Pass has been issued for use can normally be accommodated but the refund value will always take account of and be based on the number of full terms remaining in that Scheme Year balanced against the total value of payments actually made by the pass holder at the date of the application for a refund as well as an additional £10 administration fee for processing the refund. Full details of the arrangements for refunds are available at: [www.kent.gov.uk/kcc16plustravelsaver](http://www.kent.gov.uk/kcc16plustravelsaver)
10. In the event of a sustained period of National School closures, Kent County Council will, at its sole discretion, make available a package of Compensation measures reflecting what constitutes a reasonable lost benefit during the period of National School Closures. For the avoidance of doubt, Compensation cannot and will not be made available for any periods of non-use of the Pass relating either to more localised Recognised Institution closures or where non-attendance relates to individual circumstances such as absence due to illness or holiday or otherwise.
11. Compensation made available to Pass holders in the event of the Bus Services being terminated or there being widespread loss of benefit caused by National School Closures or some other major systemic failure of the bus service caused by an emergency will, at Kent Council's sole discretion, be either an extension to the valid period of the pass equivalent to the period of lost benefit or financial compensation not exceeding the price of the Pass pro-rated for the period for which the Pass could not be used as contemplated by this paragraph. Owing to the complexities of Scheme finances, the levels of Compensation may vary depending on individual circumstances but they are designed to represent a fair level of redress for all customers. No Compensation will be considered by Kent County Council for any other reason other than as expressly stated herein in connection with any Pass.
12. Kent County Council reserves the right at any time to give notice of revised deadlines during the Scheme Year by which time applications must be made in order to manage the volume of applications and plan for Bus Services capacity. Kent County Council will give reasonable prior notice of any such change to deadlines and will make use of appropriate media (including but not limited to: use of the KCC website, direct Email, communications through schools and colleges, social media channels) in order to do so.

13. The submission of a Completed Application is a commitment by the applicant/Eligible Person or their parents/guardians to pay for the pass in full either at the point of application or through a series of instalments taken under a Direct Debit Agreement between the applicant and the Council.
14. Kent County Council reserves the right in the event of non-payment of the Application Fee or default of any payment due as an instalment as a Payment by Instalment , or any breach of these terms and conditions to place the Pass and Pass holder on the Hotlist and withdraw a Pass at any time and without prior notice and to invoice either the Eligible Person or their parents/guardians for any costs incurred or outstanding.
15. In respect of Payment by Instalment, should any event of payment default occur for whatever reason, Kent County Council will attempt to take two lots of payment instalments on the next payment date which will reflect the normal payment due on that date and the previous defaulted payment.
16. In the event that consecutive payment defaults (as in paragraph 13 above) result in two or more instalments being left outstanding then Kent County Council will place the Pass and Pass holder on the Hotlist and withdraw the Pass. Kent County Council will write to the Applicant to request payment of the outstanding balance of the Application Fee. Until such time as payment is received in full in either cleared funds or cash, no Pass will be reissued.
17. In the event that a Pass is placed on the Hotlist and withdrawn owing to non-payment (as in paragraph 14 above), there will be no option to pay the outstanding balance through a series of instalments and only payment of the outstanding balance in in either cleared funds or cash will result in a new Pass being issued.
18. The failure to settle any outstanding debt and pay the full Application Fee will result in Kent County Council taking formal action to recover all outstanding sums and any legal costs in court.
19. No more than three applications per Eligible Person for a replacement Pass will be accepted by Kent County Council in each Scheme Year.
20. Any application for a replacement Pass must be accompanied by payment of a £10 administration fee.
21. Requests for a replacement Pass will normally be processed within 10 working days of receipt. Kent County Council will not be liable for and will not refund transport costs incurred whilst a replacement Pass application is being processed.

22. To ensure eligibility, any application for a Pass may lead to Kent County Council checking the address of the Eligible Person against their last recorded address either held by the County Council or by the school in which the Eligible Person is enrolled and Kent County Council may take such other investigatory measures to establish the veracity of an address at its discretion.
23. A Pass holder may not have more than one permanent address. Where Kent County Council reasonably believes that a wrong address has been given or any other untruthful information has been given, either entitlement to transport may be withdrawn or the processing of a Pass application may be delayed.
24. A Pass holder who no longer qualifies for the Scheme as defined must return the Pass to Kent County Council. In this event, no refund will be automatically applicable.
25. Any change to the information supplied in a Completed Application must be notified to Kent County Council within 14 days of that change of circumstances coming into effect.
26. Subject always to any of the exceptions in this document, the Pass entitles the Pass holder to travel free of charge on any of the participating Bus Services between the start of the Scheme Year and 31<sup>st</sup> August the following year subject always to the valid period of the particular Pass type.
27. Any Pass holder who is unable for whatever reason to produce a valid Pass must pay the full fare on demand. Kent County Council will not be liable for reimbursing the Pass holder or any other party.
28. All travel undertaken by an Eligible Person is subject always to the conditions of carriage of the relevant operator and the KCC Travel Saver Scheme's Code of Conduct.
29. The Pass neither entitles nor guarantees carriage on any of the Bus Services at any time nor does it give any expectation of new Bus Services being provided or the continuation of existing Bus Services.
30. Kent County Council does not license or regulate bus operators or their services. Bus Services can be changed or cancelled by bus operators on 70 days' notice to the Department for Transport. As such, Kent County Council cannot and does not guarantee the continuation or provision of any Bus Services or control routes or timetables and is therefore neither responsible nor liable for the impact resulting from any such action.

31. Kent County Council accepts no liability for any consequential loss or delay arising directly or indirectly from the use of the Pass, , including those arising from late running of buses or the cancellation of or changes to Bus Services.
32. Any complaint whatsoever arising from any Bus Services journey must be addressed to the operator of the Bus Services concerned and may be copied to Kent County Council.
33. Kent County Council reserves the right to amend these terms and conditions at any time during the time the Scheme is running in response to changes of circumstances or legal advice.
34. Where the vehicle providing any of the Bus Services is equipped with a ticket machine capable of recording journey transactions electronically by virtue of communication with the Pass, the Pass must be recorded electronically. Any Pass which is not capable of being recorded in this way must be replaced at the earliest opportunity.
35. The information provided by the applicant is collected and dealt with in compliance with the General Data Protection Regulation and by applying, the applicant gives clear consent for Kent County Council to process their personal data for a specific purpose of enabling the individual to access the Scheme and enable the Council to manage the Scheme. It may be shared with third parties (such as transport providers or travel card manufacturers) for the purposes of doing so.
36. The information provided by the applicant is collected and dealt with in compliance with the Data Protection Act 2018, as amended from time to time, and by applying for a Pass, the applicant/Eligible Person gives clear and express consent for Kent County Council to process their personal data for the specific purpose of accessing the Scheme and to enable Kent County Council to manage the Scheme. Data may be shared with third parties (such as transport providers or travel card manufacturers) for the purposes of doing so. In the event of suspected criminal or anti-social behaviour, data may also be shared with law enforcement agencies.

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