

# I-GTM User Terms & Conditions

These terms and conditions apply to all parents, students, suppliers and other parties using the I-GTM software platform to record travel and whereabouts information and to book travel on coaches or in taxis.

## 1 General

### a Definitions:

In these terms and conditions:

**'Customer', 'Client' or 'You'** means any person, company, organisation or firm, which purchases or uses Services from I-GTM.

**'Booking Form'** means the form provided by I-GTM to record and notify travel and whereabouts plans and order travel Services.

**'Services' or 'Travel'** means all products and services made available by us from time to time.

**'Transport Provider'** is a coach hire firm, licenced taxi or private hire Company.

**'Driver Partner'** means a licensed private-hire vehicle driver or a licensed Hackney Carriage driver.

**'Airport Guardians'** means any individual employed or contracted by I-GTM or its partners, including but not limited to GTMatrix, to attend a UK airport on a main school travel day for the purposes of overseeing the transit of students through the airport.

**'Sponsored Student', 'Tier 4' or 'Student Visa'** refers to a visa type held by any student studying in the United Kingdom and not holding a UK passport, or to any student attending an educational establishment in the United Kingdom on a Student Visa.

**'The Company', 'We', 'Us', 'Our' or 'I-GTM'** means I-GTM Ltd.

**'MIS':** Management Information System. Software used by schools to manage the core running of the entire school, containing a database of all students and their associated parents, guardian and adults with parental responsibility.

## 2 Overview

- a I-GTM is a software company.

- b We supply a student whereabouts and travel record keeping application to schools to enable them to meet their compliance and legislative obligations.
- c We allow parents to make taxi bookings directly with private hire operators by using technology to connect parents to a network of licenced private hire vehicle (PHV) providers. For our booking services we charge an administration or platform fee.
- d We provide a booking service as a disclosed introducer. We do not have an Operator's Licence. We introduce transport requests to transport providers. We make no representation as to the suitability or reliability of the private hire company. The liability for the safe and legal operation of the vehicle lies with the Transport Provider or Driver Partner and not with I-GTM.
- e We connect with third party APIs to display additional information to bookers within I-GTM. We make no representation or warranty as to the accuracy of any information provided by a third party. It is provided for convenience only and if bookers are in any doubt as to the accuracy of any information displayed, they should make their own independent enquiries.

## 3 Provision of Travel

### a Travel Booking

- i Bookings are made exclusively through I-GTM. Any bookings not made via I-GTM will be invalid and may not be carried out. I-GTM is accessed via Single Sign On (SSO) only using the same email address as registered in the school's MIS or parent portal.
- ii If the person booking is a parent or guardian, they will receive a confirmation request email to the email used to access I-GTM. The booking is not authorised until this person has clicked on the link in the email.
- iii If a taxi has been requested, the order will not be dispatched to the taxi provider until the booking has been authorised. It is the responsibility of the submitter to monitor this email address. We will not be held responsible for incorrect data entry, which includes incorrect flight information, travel times and other information critical to the correct transport of the student.
- iv If a student books their own travel they will nominate a contact with parental responsibility, as stored in the school's MIS and formally registered with the school as such. This person will receive a confirmation request email to their

email used to access I-GTM. The booking is not authorised until this person has clicked on the link in the email. If a taxi has been requested, the order will not be dispatched to the taxi provider until the booking has been authorised by the nominated individual with parental responsibility. We will not be held responsible for incorrect data entry, which includes incorrect flight information, travel times and other information critical to the correct transport of the student.

- v Booking times will be confirmed with the person making the booking to their email address and it is their responsibility to communicate these details to the travelling student. We will endeavour to send an email or other message to the student with booking information 24 hours before travel, however it should be assumed that the person making the booking is solely and entirely responsible for communication with the student.
- vi Cancellations are subject to the charges laid out hereunder.

## **b Taxi meeting protocol**

- i The student must ensure that they are ready to be collected at the appointed time and are in a location where they can be easily found, or at the central collection point specified. The student should be told the time and place of the booking and should be looking out for their transport. Where the Customer has provided the student's mobile phone number, this will be provided to the private hire vehicle provider. Students must therefore have phones turned on, charged and with sufficient credit ready to receive/make phone calls at the appointed collection time.
- ii If the vehicle is late arriving to collect the student, the customer or student should call the Transport Provider.
- iii Where the student is being met at an airport they should
  - 1 Ensure their mobile phone is switched on and able to receive calls, charged and with sufficient credit ready to receive/make phone calls at the appointed collection time.
  - 2 Follow the collection protocol which will be either to:
  - 3 Proceed to the meeting point in the specified terminal or car park using free inter-terminal transport if necessary; or
  - 4 look for their name displayed on a name board held by a driver in the arrivals hall.

## **c Departures from school**

- i I-GTM is not responsible for the scheduling of coaches or their departure point. Students arriving late for a scheduled departure may be left behind and may be charged for the full fare.
- ii In the case of non-scheduled travel, suggested collection times for flights out of the UK are based on travel time to the airport plus a delay contingency. The parameters for this are set by the school in the I-GTM configuration and we accept no liability for the accuracy of these timings.
- iii We cannot guarantee that a student will not miss their flight. Our transport partners use their best endeavours to take the student to the destination in time, however circumstances beyond their control may prevent them reaching the destination in time or at all. You therefore warrant and indemnify I-GTM against any and all claims for missed flights, appointments or other claims arising from a failure to deliver the student to the destination on time, or at all.

## **d Arrivals to school**

- i I-GTM takes no responsibility should the school not be open or able to receive returning students.
- ii It is the responsibility of the person booking travel to ensure that the school is open and/or able to receive the student.

## **e Scheduled coach travel**

- i Any coach timetable information displayed in the booking form or in the parent dashboard is reliant on the correct information having been entered into the configuration of the software. This is the responsibility of the school, who may outsource this task to a third party including I-GTM. Notwithstanding, I-GTM accepts no liability as to the accuracy of any timetable displayed.
- ii I-GTM accepts no liability for the running of any services booked through the booking form.

## **f Ride Share (non-scheduled travel)**

- i This is optional and the person booking has the chance to opt out. The software will preclude ride share in the following circumstances:
- ii Where the collection of students from multiple locations may cause unacceptable wait times,

- iii Where students' arrival times to the same point of departure are different to the extent that one or more of those travelling will have an unacceptable wait time waiting for others to arrive.
- iv Between airport terminals on the way into the UK. Private hire companies will not collect students from one terminal then go round to another terminal for other students. This causes unacceptable wait times and costs.

## **g Route and time variation**

- i Variation of any booked route or travel plan requires the booker to cancel the booking and enter a new booking, except that;
- ii Where the pickup time of a taxi needs to be changed, the ability to change the time is provided on the dashboard.
- iii I-GTM takes no responsibility for the private hire provider receiving, processing or acting on the time change request, and as such you indemnify us against any and all claims should the provider fail to amend the booking.

## **h Seating Capacity, Passengers, Luggage and Passenger Conduct**

- i Quoted prices are provided by the carrier and include all I-GTM fees. I-GTM cannot be held liable for any inaccuracies in a quote submitted or received, nor for any inaccuracy in the information you provide to the carrier to enable them to quote, including but not limited to number of suitcases, special vehicular requirements, additional passengers not listed or any other factors.
- ii I-GTM does not accept any liability for loss. Lost property will be held by the Transport Provider according to their individual policy. The cost of returning lost property will be charged.
- iii Passengers will follow the instructions of the driver. I-GTM accepts no liability for passengers failure to follow instructions or the law.
- iv School rules apply to behaviour in all taxis and coaches booked using the I-GTM platform.
- v Passengers warrant that they will comply with the rules and standards specified by the Service Provider. I-GTM accepts no liability for the failure of passengers to behave in a proper manner. The driver has final say.
- vi Damage to the vehicle will be charged. I-GTM will pass on all valeting and other charges for damage, plus an administration fee of no less than 20%.

## **i Breakdowns and Delays**

- i I-GTM cannot guarantee the completion of a journey within a specific time and as such will not be liable for loss or inconvenience caused by breakdown, traffic congestion, force majeure, or other delays outside of our control.

## **j Cancellations**

- i Any cancellation fees will be passed on in full to the booker.

## **k Provision of information**

- i The customer is responsible for providing full travel details, including travel comprising multiple stops and travel types.
- ii In accordance with National Minimum Standards for Boarding Schools the school is responsible for the safeguarding of all students in its care and as such is obliged to keep records of all journeys undertaken. You warrant that you have provided full details of all travel arrangements. I-GTM accepts no liability for your failure to provide complete and accurate information.
- iii In the case of Sponsored Students (Tier 4 visa holders) the person booking travel for the student warrants to the school that they have disclosed the full details of the student's travel and accommodation arrangements outside the school, while in the UK. This is a condition of being granted a visa to study in the UK. I-GTM accepts no liability for your failure to provide complete and accurate information

# 4 Charges

## **a Taxi bookings.**

- i I-GTM charges a platform fee to access its service. This platform fee is payable on all bookings for coach and taxi travel.
- ii The Taxi booking platform fee is calculated as follows:
  - 1 £1 is charged on the first £10 of the fare.
  - 2 10% of the next £20 is charged in addition.
  - 3 5% of the fare above £30 is charged in addition.
  - 4 The maximum platform fee is capped at £7.50.
- iii Ride shares

- iv Where I-GTM finds a ride share for two or more pupils who would otherwise not be sharing, but who have nevertheless opted in to ride share opportunities, a sum of 5% of the saving achieved by sharing is charged to each party.
- v A platform fee is charged to all parties in a ride share calculated using the formula in 5 i 2 and based on the full price of the taxi.

## **b Coach bookings**

- i The coach booking platform fee varies on a per-school basis and is passed on to parents in an amount decided by the school. It is bundled into the price paid for the coach ticket and as such is not charged as a separate line item.

# 5 Provision of Services

## **a Complaints**

- i In the event of a complaint about our services you should write to I-GTM at support@I-GTM.net within 14 days. All complaints will be acknowledged within three working days and a full response can be expected within a further ten working days. If we are unable to conclude any investigations within this time we will ensure the complainant is kept fully informed every five working days.

## **b Payment**

- i All prices are subject to VAT where applicable.
- ii The cost of transport for students may be added to the school bill.
- iii Any invoice issued by us to you may include a Disbursement figure. This is the sum that we have paid to suppliers on your behalf and may be subject to VAT.
- iv Where the supplier does not charge VAT, VAT is only payable on the service element of our invoice.
- v Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we reserve the right to charge interest at 5% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.
- vi Where available a base price will be specified at the time of booking. Additional charges may be incurred; these may include parking, waiting time, congestion

charges, miscellaneous charges, additional Unaccompanied Minor (UM) time and additional chaperone services rendered. These additional charges will be added to the final invoice.

## 6 Disclaimer

### a Transport Providers & Limitation of Liability

- i We take reasonable measures to ensure the suitability and quality of the Transport Provider and their Driver Partners. All are licensed by their Local Authority and as such are bound by The Department for Transport (DfT) statutory guidance.
- ii The contract for transportation services is between you and your Driver Partner and is made at the time you enter the vehicle. We are the disclosed introducer and are not party to the contract between you and the Driver Partner.
- iii If you pay by credit/debit card, or on the student's school account, I-GTM Ltd will also act as disclosed agent in accepting payment from you on the Driver Partner's behalf and your payment will be received by I-GTM acting as disclosed agent on behalf of the Driver Partner. I-GTM acts as agent of the Driver Partner only (as described in these terms) and not as agent of you as the Passenger. Please note that the Driver Partners are not employees nor workers of any company in the I-GTM group; they are self-employed individuals.
- iv When you use our booking service in connection with a Private Hire journey using a Private Hire vehicle or a Hackney Carriage operating as a Private Hire Vehicle, the booking service will be provided to you by I-GTM Ltd..
- v Notwithstanding any provisions in this clause, we are reliant on information supplied by third parties and we cannot guarantee that such information is accurate or held. We cannot guarantee that any particular Transport Provider or Driver Partner is suitable for your purposes and you use them at your own risk. We may remove Transport Providers or Driver Partners from our roster of suppliers on the basis of any feedback in relation to that Transport Provider but are under no obligation to do so.
- vi We do not employ Transport Providers or Driver Partners and, unless otherwise specified in these Terms & Conditions, we are not responsible for (and make no representations, warranties or guarantees as to) the behaviour, acts or



- omissions of any Transport Provider or Driver Partner you engage through I-GTM, or the quality of the services they provide.
- vii However, to the extent permitted by law, neither we nor any of our officers, directors, employees, representatives, subsidiaries, affiliated companies, licensees, agents, service providers or others involved in creating, sponsoring, promoting, or otherwise making available the service shall be liable for any (personal) injury, death, property damage, or other (direct, indirect, special, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, whether due to (legal) acts, errors, breaches, (gross) negligence, wilful misconduct, omissions, non-performance, misrepresentations, tort or strict liability by or (wholly or partly) attributable to the service or any of our other business partners (including any of their employees, directors, officers, agents, representatives or affiliated companies) whose products or services are (directly or indirectly) made available, offered or promoted on or through the company, including any (partial) cancellation, overbooking, strike, force majeure or any other event beyond our control.
  - viii The total amount of our liability is limited to the total amount owed or paid to us for the single journey or transfer that is the subject of the dispute.
  - ix You indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any vehicle, equipment or property (including that belonging to third parties) caused by you, your child(ren), students or employees.

## 7 Data Protection

- i When supplying the Services to you the Service Provider may gain access to and/or acquire the ability to transfer, store or process personal data of you and/or your children.
- ii The parties agree that where such processing of personal data takes place, the school shall be the 'data controller' and the Service Provider shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time.
- iii For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.

- iv The Service Provider shall only Process Personal Data to the extent reasonably required to enable it to supply the Services as mentioned in these terms and conditions or as requested by and agreed with you, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.
- v The Service Provider shall not disclose Personal Data to any third parties other than employees, directors, agents, subcontractors or advisors on a strict 'need-to-know' basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.
- vi The Service Provider shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Service Provider on behalf of the Customer.
- vii Further information about the Service Provider's approach to data protection are specified in its Data Protection Policy, which can be found on our website. For any enquiries or complaints regarding data privacy, you can contact our Data Protection Officer at the following email address: support@I-GTM.net.

## 8 Law and jurisdiction

- i This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

By using I-GTM, you confirm that you have read and accepted these Terms & Conditions and that you agree to comply with and be bound by them.