



Cyngor Castell-nedd Port Talbot
Neath Port Talbot Council

**AGREEMENT FOR THE PAYMENT OF
A PERSONAL TRAVEL BUDGET**

THIS AGREEMENT dated xx Xxxxxx 20xx is made

BETWEEN:-

(1) Neath Port Talbot County Borough Council of Civic Centre, Port Talbot SA13 1PJ ('the Council')

and ,

(2) Xxxxxxx Xxxxxxxx

of xx, xxxxxxxx xxxx, xxxxxxxx, xxxx xxx. ('the Parent')

1. Definitions of Words and Expressions Used in the Agreement

1.1. 'Allowable Expenses' means the costs incurred for 'Travel Arrangements' and may include:

- Purchasing a travel pass for public transport (so the child may be accompanied to the School)
- Paying an authorised person to accompany the Child using public transport to the School
- Paying an authorised person to accompany the Child walking or cycling to the School
- Paying an authorised person to drive the Child to the School
- Paying for fuel
- Paying for travel by taxi
- Paying a childminder
- To organise travel to separate home addresses where there is split custody

1.2. 'Personal Travel Budget' means the payment for Allowable Expenses, as determined by the Council and agreed by the Parent, made in accordance with the terms of this Agreement. The payment amount is to reimburse the Parent for the costs incurred in providing transport for the Child and is based on the shortest direct driven route between the Child's Home and the School and is set out in Schedule 1.

1.3. 'The Council' means Neath Port Talbot County Borough Council.

1.4. 'The Child' means Xxxxx Xxxxxxxx.

1.5. 'The School' means Xxxxxx Xxxxxxxxxxxxxx Xxxxxxx.

1.6. 'The Child's Home' means xx, xxxxxxxx xxxx, xxxxxxxx, xxxx xxx.

1.7. 'Travel Arrangements' means the arrangements made by the Parent and as agreed between the parties under this Agreement for any authorised person as deemed appropriate by the Parent to be fit and proper to transport the Child to the School, on time and in safety, for the purposes of receiving education and training. The authorised person may include a

family member, friend, a childminder or someone trusted, or deemed to be appropriate, fit and proper by the Parent to do so.

- 1.8. Words expressed in any gender shall where the context so requires or permits include any other gender.
- 1.9. Words expressed in the singular shall where the context so requires or permits include the plural.
- 1.10. Where any party is more than one person the party's obligations in this Agreement shall take effect as joint and several obligations, anything in this Agreement which applies to that party shall apply to all of those persons collectively and each of them separately, the benefits contained in this Agreement in favour of that party shall take effect as conferred in favour of all those persons collectively and each of them separately.
- 1.11. The obligations and restrictions imposed by this Agreement are in addition to and not in substitution for the obligations and restrictions imposed or implied by law.

TERMS OF AGREEMENT

(provided the Child is found to be eligible for home to school travel assistance in accordance with the Council's Home to School Travel Policy)

The parties agree as follows:-

- 2.** In consideration for the Parent agreeing to make the Travel Arrangements, the Council agrees to pay the Parent the Personal Travel Budget only in accordance with the terms of this Agreement. It is the responsibility of the Parent to ensure that the Travel Arrangements for the Child are provided by a fit and proper person.
- 3.** It is the Parent' responsibility to notify the Council of any change of circumstances, such as the Child's Home or the School, as soon as possible as such changes could affect the Child's eligibility for receiving home to school travel assistance or the calculation of the Personal Travel Budget.
- 4.** The Parent agrees to facilitate the attendance of the Child for the purposes of the Child receiving education or training and make the Travel Arrangements, ensuring that the average level of attendance for the School is met, for the duration of this Agreement.
- 5.** For the purposes of the Learner Travel (Wales) Measure 2008 the Travel Arrangements and/or the payment of the Personal Travel Budget agreed between the parties under the terms of this Agreement shall constitute the provision of travel assistance by the Council for the Child who is found to have eligibility for home to school travel assistance from the Child's Home to the School.

6. Allowable Expenses

- 6.1. The Personal Travel Budget under this Agreement is for the sole purpose of making arrangements to transport the Child from the Child's Home to the School. Calculations of the payment are set out in Schedule 1. The Personal Travel Budget may only be used for the payment of Allowable Expenses.
- 6.2. The Personal Travel Budget will be based on the provision of the Travel Arrangements in any one school day under this Agreement. There are 190 school days in the academic year.
- 6.3. The Personal Travel Budget will be paid by the Council into the Parent designated bank account in monthly instalments immediately prior to the start of the following month.
- 6.4. The payment of the Personal Travel Budget as permitted under this Agreement may be reviewed each month before the start of the following month in discussion with the Parent to ensure that they have been incurred in the provision of Travel Arrangements for facilitating the Child's attendance at the School for the purposes of his education or training.
- 6.5. The Council agrees to pay the Parent the Personal Travel Budget as defined by this Agreement subject always to the Council's right to withhold or refuse any payment of Personal Travel Budget to which the Parent are not entitled under the terms of this Agreement.
- 6.6. If any payment made by the Council is incorrect under the terms of this Agreement then the Council reserves the right to refuse or delay or adjust subsequent payment of the Personal Travel Budget.
- 6.7. The Council reserves the right to verify or corroborate the Child's attendance at the School in order to review the payment of the Personal Travel Budget.
- 6.8. The Council retains absolute discretion as to the matters which may be claimed as Allowable Expenses under this Agreement.
- 6.9. The Council reserves the right to request the Parent to produce evidence of the Travel Arrangements, and evidence to corroborate the payment of the Allowable Expenses such as receipts and invoices.

7. Driver Licensing, Insurance, MOT and Road Tax

- 7.1. The Parent agrees that in the provision of Travel Arrangements they will comply with all statutes and subordinate legislation and any guidance or codes of practice provided for under any such legislation.
- 7.2. The Parent shall be solely responsible for ensuring that at all times any vehicle used for the Travel Arrangements under the terms of this Agreement has MOT (if applicable), road tax and a valid policy of motor

insurance, and that it is driven by the holder of a valid driving licence for that type of vehicle.

- 7.3. The Parent shall provide evidence that MOT (if applicable), road tax, a valid policy of motor insurance and a valid driving licence is in place at no cost to the Council and within seven days of receipt of any request.

8. Commencement and Duration

- 8.1. This Agreement shall commence on the date on which it is made.
- 8.2. This Agreement shall be reviewed on a yearly basis and continue in force for as long as the Child has a continued entitlement, and the Personal Travel Budget remains the most cost effective solution or the occurrence of any such other event as may terminate the Agreement.

9. Termination

- 9.1. This Agreement shall be terminable by either party giving to the other party one calendar months' notice in writing.
- 9.2. Either party may terminate this Agreement without prior notice if the other party commits a breach of this Agreement and fails to remedy the breach within the period of 20 business days after written notice requiring remedy of the breach.
- 9.3. This Agreement shall terminate if -
 - 9.3.1. the journey to and from school is deemed to be unsafe; or
 - 9.3.2. the travel arrangements made by the Parent mean the child does not get to school on time; or
 - 9.3.3. the travel arrangements made by the Parent cause such stress and strain that the Child's ability to learn is affected; or
 - 9.3.4. the average level of attendance for the School has not been met by the Child.
- 9.4. In addition, this Agreement shall terminate if -
 - 9.4.1 a move of address means there is no longer an entitlement to home to school travel assistance under the Council's Home to School Travel Policy; or
 - 9.4.2 the Child leaves the School or registers at a new school meaning there is no longer an entitlement to home to school travel assistance under the Council's Home to School Travel Policy; or
 - 9.4.3 the Personal Travel Budget is no longer the most cost effective solution following review of available home to school travel assistance options

10. Termination consequences

10.1. On expiry or termination of this Agreement:-

- 10.1.1. The provisions for Travel Arrangements under this Agreement shall cease to have effect.
- 10.1.2. The Council may become liable to make separate provision for travel arrangements for the Child to be transported to the School for the purposes of the Learner Travel (Wales) Measure 2008.
- 10.1.3. The Council will not be liable to make payment for any Allowable Expenses incurred after the date on which this Agreement terminated and the Parent will not be entitled to make a claim for the same.
- 10.1.4. The Parent may become liable to repay the Council the Allowable Expenses if the payments under this agreement have been used for any other purpose other than arrangements for the Child to be transported to the School.

11. No employment or agency

- 11.1. Nothing in this Agreement shall render the Parent employees, servants or agent of the Council and the Parent shall not hold themselves out to be such.
- 11.2. The Parent shall be exclusively and fully responsible to declare, account for and make any payment(s) necessary in respect of any liability to pay income tax, VAT, national insurance contributions arising out of the payment by the Council of Allowable Expenses under the terms of the Agreement.

12. Force Majeure

- 12.1. Neither party shall be liable for any failure in the performance of any of its obligations under this Agreement caused by factors wholly outside its control.

13. Variation

- 13.1. No variation or amendment of this Agreement or oral promise or commitment related to it shall be valid unless committed to writing and signed by or on behalf of the parties.

14. Notices

- 14.1. Any notice given under this Agreement shall be in writing and may be served:-
 - 14.1.1. personally,
 - 14.1.2. by ordinary first class or second class post

- 14.1.3. by registered or recorded delivery mail,
 - 14.1.4. by email
 - 14.1.5. by any other means which any party specifies to the other.
- 14.2. A notice shall be deemed to have been served under this Agreement:-
- 14.2.1. If in person, at the time of service,
 - 14.2.2. If by post, 48 hours after it was posted,
 - 14.2.3. If by email, at the time of the read receipt notification.

15. Contracts (Rights of Third Parties) Act 1999

- 15.1. For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed that nothing in this Agreement shall confer on any third party any right to enforce any term of this Agreement.

16. Mediation

- 16.1. In the event of a dispute or difference which may arise between the parties in connection with or arising out of the terms of this Agreement shall be resolved by any such time as agreed between the parties then the parties shall refer the dispute to mediation in accordance with the rule of CEDR (Centre for Dispute Resolution) or such other mediation body as the parties may agree. The costs of mediation shall be borne by the parties equally.

17. Severance

If any provision of this Agreement is found by a court or other competent authority to be invalid or unenforceable that shall not affect the validity of the remainder of this Agreement.

18. Jurisdiction and Governing Law

- 18.1. This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties shall submit to the jurisdiction of the courts of England and Wales.
- 18.2. If any provision in this Agreement is found by any court or other competent tribunal or authority to be invalid, unlawful or unenforceable that provision shall be deemed not to be a part of the Agreement and shall not affect the enforceability of the remainder of the Agreement.

PARENT/CARER DECLARATION:

I the undersigned consent to receive the Personal Travel Budget and confirm that I understand and will comply with the terms and conditions contained in this Agreement.

I understand that the Personal Travel Budget is for the sole purpose of me as the Parent to make arrangements to transport my Child from the Home (as per the address shown in Schedule 1) to the School (as per the name shown in Schedule 1) and that if the Personal Travel Budget is to be used only for Allowable Expenses. If I use the Personal Travel Budget for any other purpose I may be liable to repay to the Council any payment I have received. I understand that I may also be liable to repay the Council for any incorrect payment I receive.

Parent/Carer Name: ~~XXXXXX XXXXX~~

Child Name: ~~XXXXXX XXXXX~~

Address: ~~xx, xxxxxxxx xxxx, xxxxxxxx, xxxx xxx~~

PRINT NAME

SIGNATURE

DATE

Bank details

Name of bank account holder: _____

Bank name: _____

Account number: _____ **Sort code** ___ / ___ / ___

Signature: _____

SCHEDULE 1

The Personal Travel Budget paid under this agreement will be an amount estimated by the Council as the reasonable cost for securing arrangements to transport the Child from the Home to the School in order to discharge the duty of the Council to provide the same.

Payments are for an academic year based on 190 school days and calculated on the number of school days per calendar month or calculated from the start date, if commenced during the course of the academic year. Payment is calculated on a case by case basis because it is personalised to each Child based on the distance travelled. Distance is calculated via the shortest available route using the public road network from the Child's Home to the School, measured on Google maps or a computerised GIS system using Ordnance Survey data.

Personal Travel Budget start date: **xx xxxxxx 20xx** and paid in monthly instalments as outlined in the table below.

| Academic Year XXXX / XXXX | | |
|---|-------------------|-------------------|
| Distance from Child's Home to the School = ???? miles Journey time from Child's Home to the School = ???? hours/mins | | |
| 4 x journeys @ £0.65p per mile = £???? 4 x journeys @ £10.00 per hour (£0.16p per minute) = £??? | | |
| Total Daily Payment = £???? | | |
| Month | No of days | Amount (£) |
| September | | |
| October | | |
| November | | |
| December | | |
| January | | |
| February | | |
| March | | |
| April | | |
| May | | |
| June | | |
| July | | |

**SIGNED ON BEHALF OF NEATH PORT TALBOT COUNTY BOROUGH
COUNCIL**

NAME:

POSITION:

SIGNATURE:

DATE: