



Terms and Conditions for Home to School Transport 2023/2024

These terms and conditions apply to all Home to School transport privately operated by Portrest Ltd T/A Catteralls Coaches. Booking onto the service will be deemed as acceptance of these Terms and Conditions.

Application

1. Applications are now being processed through ShuttleID which is linked through our website at www.Travecatteralls.co.uk and must only be submitted by either a Parent or Guardian.
2. Where services have reached capacity, we will operate a Waiting List. Priority will be judged by whether the applicant has previously used the service and the date and time at which the application was received.
3. ShuttleID's terms and conditions are as per the link on the application page and apply the same as our terms and conditions.

Pricing, Booking and Payments

1. Passes are issued as either Termly or Annual Passes. Termly Passes must be paid for in full at the point of booking, Annual Passes can either be paid for in full at the point of booking or via Direct Debit. If Direct Debit is selected, the first payment will be taken at the point of booking. This payment is **non refundable** and will be used to secure your seat on the vehicle. The same is applicable for the first £150 if the full amount is paid for an Annual Pass when booking.
2. The parent or guardian is responsible for paying the full year's fees, regardless of personal circumstance such as, but not limited to, the student leaving the school, passing a driving test or using alternative means of Transport.
3. The Direct Debit option is a commitment to paying the full amount due for the full year.
4. The company reserve the right to refuse payment options to applicants with a history of previously unfulfilled agreements.
5. Where a Direct Debit fails, it will be resubmitted the following working day. An admin charge of £10 will be applicable IF the company is required to contact the parent or guardian to collect the outstanding amount.
6. Where Direct Debits fail on multiple occasions, the company reserves the right to demand the remainder of the payments be paid via BACS or Credit / Debit card before further travel will be allowed.
7. The company reserves the right to pass on any remaining debt to the County Court for judgement should the account remain unpaid.
8. Home to school transport is Zero rated for the purposes of Value Added Tax (VAT)

Route and Time Variation

1. The Driver is the sole judge of reasonableness with regard to any necessary change of route.
2. The vehicle will depart at the time stated on the individual timetable from both Pick up points and from the School at the end of the day.
3. Home to School timetables are subject to change at any time and information on these changes will be forward to both the applicant's email and the educational establishment concerned.

4. The company reserves the right to remove stops and alter the route of services should demand be insufficient. Any changes will be notified as above. It is the Parent / Guardians responsibility to get their child to the nearest stop in such a case.
5. The company accepts no liability for loss or injury to any student who fails to join the vehicle at the agreed boarding time or if the student chooses to alight at a different stop to that listed in the application.

Student Code of Conduct

- 1.) Seat belts are provided on every route with appropriate signage on every vehicle. These must be worn whilst the vehicle is in motion
- 2.) The company accepts no liability for any loss or injury sustained by passengers who fail to follow any instructions given by either the Driver or the School
- 3.) In the interests of other passengers and following complains in previous years, no student is permitted to play musical instruments, radios or audio device (included but not limited to phones and associated Bluetooth speakers) without express permission from the Driver.
- 4.) Smoking or use of E-cigarettes is strictly forbidden whilst on the vehicle.
- 5.) Students must not distract the driver whilst the vehicle is in motion, either by speaking to them or by the student's action.
- 6.) Emergency exits and associated equipment (such as window hammers etc) must not be used unless specifically directed by the Driver or in case of genuine emergency.
- 7.) Students must not eat, drink or litter the vehicles, throw items either inside the vehicle or out of the vehicle or act aggressively towards other passengers, road users or the Driver.
- 8.) The driver is responsible for the safety of the vehicle and as such may remove, or prevent from boarding, any passenger whose conduct is in breach of the Public Service Vehicle (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990. This includes passengers who are abusive to any person or whose behaviour is otherwise considered by the driver to be unacceptable. The parent or guardian will be responsible for the conduct of the student and for any damage caused to the vehicle by the student during the journey. All damage will be reported to the school and the police may be contacted.
- 9.) CCTV may be recorded on the vehicle for the purpose of passenger safety and crime prevention.
- 10.) Students must use their bus passes at all times whilst travelling on Home to School Transport and must scan in whilst boarding. Passes may not be used by any student other than those named on it and should not allow it to be used by others. Any lost / stolen pass must be replaced, all of which can be done via the ShuttleID account page.
- 11.) Students must queue sensibly at both their collection bus stop and at their school for PM loading. This includes waiting away from the edge of the kerb to avoid potential injury as the bus arrives and avoiding all attempting to load the vehicle at the same time. When alighting the bus, students must wait until the vehicle has departed before crossing behind the vehicle so as to be seen by other road users.
- 12.) As the time listed on the timetable is the departure time, it is the parent / guardian's responsibility to ensure that the student is at their bus stop before that time. The current suggested time is at least 5 mins before. Students are expected to wait at least 20 mins past the departure time should the bus be late. All delays will be communicated as soon as is reasonably practical via the ShuttleID system which will send an SMS message to affected passengers. We will also inform the affected school of any delays. In the instance of a breakdown, a replacement vehicle will **ALWAYS** be sent although it may take longer than 20 mins to get to the pick up point.

- 13.) During periods of bad weather, parents, guardians and students should pay close attention to both our accounts listed above and our website. We will update them with information regarding that day's travel and the company reserves the right not to serve stops that it deems too dangerous to access.
- 14.) Should the vehicle break down with students on board, students must follow the Driver's instructions. The driver will contact the operations manager who will arrange for replacement transport. Students must not attempt to leave the vehicle unless they have been collected by parents or specific permission has been given to the Driver by the parent.
- 15.) Any student who is unwell, or who has reason to believe another student is unwell must notify the Driver as soon as it is safe to do so.
- 16.) The company reserves the right to withdraw transport (either temporarily or permanently) for students who fail to comply with these rules.

Personal Property

- 1) All passengers must take all reasonable steps to ensure their property is kept on their persons at all times whilst on the vehicle. This is to avoid items falling and injuring other passengers and to prevent property being lost.
- 2) Any property that has been left on a vehicle and found by a Driver will be logged at our Depot, which can be contacted on either 01926 817442 or Lostproperty@travelcatteralls.co.uk
- 3) The company accepts no liability for damage or theft of property that has been left on a vehicle and not found by the driver and suitable insurance should be sort by owners to account for this.
- 4) As per the current Public Service Vehicle regulations, low value items (such as, but not limited to, Hats, gloves etc) will be kept for 1 month. High value items (such as, but not limited to, Mobile Phones, audio equipment etc) will be kept for 3 months. After this point, items will be disposed of.

Damage and Soiling

- 1) The parent or guardian are responsible for any damage or soiling caused to the vehicle by a student during the journey. Following a spate of recent damage caused to our vehicles by students, a minimum of £50 will be charged for any damage caused. If the vehicle is out of service for any length of time, the Company may choose to charge the parent / guardian £300 per day or part thereof for the time the vehicle is out of service. This is to combat a rise in vandalism seen during the last year (multiple seat belts cut with a knife and seats that required recovering due to damage). CCTV may be used to confirm the identity of the culprit.

Cancellation by Parent or Guardian

1. Once transport has commenced, cancellations must be made in writing to Buspass@travelcatteralls.co.uk and will be subject to these terms and conditions.
2. Should the pass be cancelled by the Parent or Guardian during the academic year, the company reserves the right to retain the full year's cost.
3. Where a waiting list is in operation and we are able to resell the seat, a refund will be issued on a Pro Rata basis minus a £10 administration fee.

Cancellation by the Company

1. In the event of any emergency or Force Majeure beyond the company's control, including but not limited to Weather, Road Conditions, enforced government action or global health pandemics, no refunds will be given.

Complaints

1. In the event of a complaint about the company's service, the parent or guardian must contact the company within 14 days. The company will acknowledge the complaint within 3 working days and a full response can be expected within a further 10 working days. If we cannot conclude an investigation within this time, we will ensure the complainant is kept fully informed every 5 days subsequent until a resolution is found.
2. Emails should be sent to Buspass@travelcatteralls.co.uk and our postal address can be found at www.travelcatteralls.co.uk

Terms and conditions of Transport

1. These terms and conditions are subject to change without written notice.

**SHUTTLEID
TERMS OF USE
FOR PASSENGERS, PURCHASERS
AND OTHER USERS**

BACKGROUND:

These Terms of Use, together with any and all other documents referred to herein, set out the terms of use under which you may use this website, shuttleid.uk and all subdomains, including passenger.shuttleid.uk and ticket.shuttleid.uk (“Our Platform”). Please read these Terms of Use carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms of Use is deemed to occur upon your first use of Our Platform and you will be required to read and accept these Terms of Use when signing up for an Account. If you do not agree to comply with and be bound by these Terms of Use, you must stop using Our Platform immediately.

1. Definitions and Interpretation

1.1. In these Terms of Use, unless the context otherwise requires, the following expressions have the following meanings:

“Account”	means an account required for a User to access and/or use certain areas of Our Platform, as detailed in Clause 11.
“Content”	means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Platform.
“User”	means a user of Our Platform.
“User Content”	means any content submitted to Our Platform by Users including, but not limited to, passenger information.
“We/Us/Our”	means ShuttleID, a trading name of Cevenco Ltd, a company registered in England under number 11901852, whose registered office is at and whose main trading address is 138 Wensley Drive, Leeds, LS7 2LT.
“Purchaser”	means a User of ShuttleID who purchases a ticket on behalf of a Passenger.
“Passenger”	means a single user identified at the time of purchase for whom the ticket has been purchased.
“Transport Operator”	means the company providing the tickets and services to which the ticket relates.
“Payment Processor”	means the company processing payment for the tickets purchased from the Transport Operator. The current Payment Processors are Stripe, whose contact details are available at https://stripe.com/gb and GoCardless, whose contact details are available at

<https://gocardless.com/>.

2. Information About Us

- 2.1. Our Platform, shuttleid.uk, is owned and operated by Cevenco Ltd, a company registered in England under number 11901852, whose registered office is at and whose main trading address is 138 Wensley Drive, Leeds, LS7 2LT.

3. About ShuttleID

- 3.1. ShuttleID facilitates the sale, distribution and inspection of tickets on behalf of its partner Transport Operators, but is otherwise unaffiliated with the Transport Operators. We are not responsible for the pricing, products or services of the Transport Operators.
- 3.2. The Purchaser is contracting directly with the Transport Operator and the Transport Operator should be contacted directly with queries relating to their services.
- 3.3. In addition to Our Terms of Use, the Transport Operators may have additional terms and conditions. By using this site you agree to abide by such additional terms, which will be published independently by the Transport Operator.

4. The Waiting List

- 4.1. To register interest in a service provided by the Transport Operator you can use the Waiting List feature of Our Platform.
- 4.2. The Transport Operator will only use the information you provide for the purposes of contacting you if the service becomes available.

5. Purchase of Tickets

- 5.1. To purchase a ticket the Purchaser will need to create an account with ShuttleID. Once an account is created, payments are processed by the Payment Processor, on behalf of the Transport Operator.
- 5.2. Once the payment has been successful, the purchase is complete and the ticket will be available immediately to the Purchaser.

6. Ticket Sharing

- 6.1. The Purchaser is expected to share the ticket with the Passenger for use onboard the Transport Operator's vehicle.
- 6.2. To ensure fairness to Passengers, Purchasers and Transport Operators, tickets are validated against a database to flag fraudulent or duplicated tickets. In the event a duplicate pass is found, the Transport Operator reserves the right to void the ticket without refund.
- 6.3. If the Purchaser or Passenger suspects the ticket has been compromised, they must inform the Transport Operator immediately.
- 6.4. Transferring or sharing tickets with parties other than the Passenger is strictly prohibited. In the event or suspicion of such activity We reserve the right to terminate your account and such activity will be reported to the relevant authorities.

7. Ticket Format

- 7.1. To view the ticket, a modern HTML5-compatible browser is necessary with Javascript enabled.
- 7.2. The ticket can either be printed or displayed on a mobile phone.

- 7.3. When using a printed ticket the Passenger will need to ensure the barcode is not damaged or folded. The Passenger may need to print another ticket in the event it becomes damaged.
- 7.4. When displaying the ticket on a mobile phone it is the Passenger's responsibility to ensure the ticket is visible and has sufficient battery and data allowance to open the ticket.
- 7.5. Transport Operators reserve the right to refuse entry in the event the Passenger is unable to present a valid ticket or the ticket is unreadable.

8. Ticket Use

- 8.1. The driver for the Transport Operator will have access to a ticket scanner which is synced daily with the central database of tickets.
- 8.2. A log of the tickets scanned is retained, along with the result of the scan, which is stored in a central database to ensure fair usage of the ticket.
- 8.3. At the discretion of the Transport Operator the Passenger may be required to provide identification to support the ticket. If the Passenger is unable to supply this identification, the ticket may not be valid.
- 8.4. Important: Please note that whilst the ticket has been made immediately available by ShuttleID it is the responsibility of the Transport Operator to ensure the validity of the ticket against their central database of tickets. Any queries in this regard are to be made directly with the Transport Operator.

9. Refunds and Cancellations

- 9.1. Any request for a refund or cancellation would need to be made with the Transport Operator directly. You would need to contact the Transport Operator for further information as you have contracted directly with the Transport Operator by purchasing a ticket.

10. Access to Our Platform

- 10.1. Access to Our Platform is free of charge.
- 10.2. It is your responsibility to make any and all arrangements necessary in order to access Our Platform.
- 10.3. Access to Our Platform is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue Our Platform (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Platform (or any part of it) is unavailable at any time and for any period.

11. Accounts

- 11.1. Certain parts of Our Platform (including the ability to purchase services from Us) may require an Account in order to access them.
- 11.2. You may not create an Account if you are under 18 years of age. If you are under 18 years of age and wish to use the parts of Our Platform that require an Account, your parent or guardian should create the Account for you and you must only use the Account with their supervision.
- 11.3. When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date.
- 11.4. We require that you choose a strong password for your Account, consisting of at least a combination of lowercase and uppercase letters, numbers and a minimum of eight characters in length. It is your responsibility to keep your password safe. You must not share your Account with anyone else. If you

believe your Account is being used without your permission, please contact Us immediately at info@shuttleid.uk. We will not be liable for any unauthorised use of your Account.

- 11.5. You must not use anyone else's Account without the express permission of the User to whom the Account belongs.
- 11.6. Any personal information provided in your Account will be collected, used, and held in accordance with your rights and Our obligations under the law, as set out in Clause 24.
- 11.7. If you wish to close your Account, you must contact Us at info@shuttleid.uk and request your Account to be closed. Upon receipt of your request We will close the Account. Closing your Account will remove access to any areas of Our Platform requiring an Account for access. Please refer to Our Privacy Policy for further information regarding the use of your data.

12. Intellectual Property Rights

- 12.1. With the exception of User Content (see Clause 13), all Content included on Our Platform and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content (including User Content) is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 12.2. Subject to sub-Clause 12.3 you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Platform unless given express written permission to do so by Us.
- 12.3. Our status as the owner and author of the Content on Our Platform (or that of identified licensors, as appropriate) must always be acknowledged.
- 12.4. You may not use any Content saved or downloaded from Our Platform for commercial purposes without first obtaining a licence from Us (or Our licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use of Our Platform for general information purposes whether by business users or consumers.

13. User Content

- 13.1. User Content on Our Platform includes (but is not necessarily limited to) personal information, including photographs.
- 13.2. An Account is required if you wish to submit User Content. Please refer to Clause 11 for more information.
- 13.3. You agree that you will be solely responsible for your User Content. Specifically, you agree, represent and warrant that you have the right to submit the User Content and that all such User Content will comply with Our Acceptable Usage Policy, detailed below in Clause 19.
- 13.4. You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by you under sub-Clause 13.3. You will be responsible for any loss or damage suffered by Us as a result of such breach.
- 13.5. You (or your licensors, as appropriate) retain ownership of your User Content and all intellectual property rights subsisting therein. When you submit User Content you grant Us an unconditional, non-exclusive, fully transferrable, royalty-free, perpetual, irrevocable, worldwide licence to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and sub-licence your User Content for the purposes of operating and promoting Our Platform. In addition, you also grant

- Other Users the right to copy and quote your User Content within Our Platform.
- 13.6. If you wish to remove User Content from Our Platform, the User Content in question will be anonymised. Please note, however, that caching or references to your User Content may not be made immediately unavailable (or may not be made unavailable at all where they are outside of Our reasonable control).
- 13.7. We may reject, reclassify, or remove any User Content from Our Platform where, in Our sole opinion, it violates Our Acceptable Usage Policy, or If We receive a complaint from a third party and determine that the User Content in question should be removed as a result.

14. Links to Our Platform

- 14.1. You may link to Our Platform provided that:
- 14.1.1. you do so in a fair and legal manner;
 - 14.1.2. you do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;
 - 14.1.3. you do not use any logos or trademarks displayed on Our Platform without Our express written permission; and
 - 14.1.4. you do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.
- 14.2. You may link to any page of Our Platform.
- 14.3. You may not link to Our Platform from any other site the main content of which contains material that:
- 14.3.1. is sexually explicit;
 - 14.3.2. is obscene, deliberately offensive, hateful or otherwise inflammatory;
 - 14.3.3. promotes violence;
 - 14.3.4. promotes or assists in any form of unlawful activity;
 - 14.3.5. discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;
 - 14.3.6. is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 14.3.7. is calculated or is otherwise likely to deceive another person;
 - 14.3.8. is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;
 - 14.3.9. misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-clause);
 - 14.3.10. implies any form of affiliation with Us where none exists;
 - 14.3.11. infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks and database rights) of any other party; or
 - 14.3.12. is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

15. Links to Other Sites

- 15.1. Links to other sites may be included on Our Platform. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on Our Platform is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

16. Disclaimers

- 16.1. Nothing on Our Platform constitutes advice on which you should rely. It is provided for general information purposes only.
- 16.2. Insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Platform will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure. If, as a result of Our failure to exercise reasonable care and skill, any digital content from Our Platform damages your device or other digital content belonging to you, you may be entitled to certain legal remedies. For more details concerning your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.
- 16.3. We make reasonable efforts to ensure that the Content on Our Platform is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.

17. Our Liability

- 17.1. The provisions of this Clause 17 apply only to the use of Our Platform.
- 17.2. To the fullest extent permissible by law, We accept no liability to any User for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Platform or the use of or reliance upon any Content (including User Content) included on Our Platform.
- 17.3. To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Platform or any Content included on Our Platform.
- 17.4. If you are a business user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 17.5. We exercise all reasonable skill and care to ensure that Our Platform is free from viruses and other malware. However, subject to sub-Clause 16.2, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Platform (including the downloading of any Content from it) or any other site referred to on Our Platform.
- 17.6. We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Platform resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

- 17.7. Nothing in these Terms of Use excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

18. Viruses, Malware and Security

- 18.1. We exercise all reasonable skill and care to ensure that Our Platform is secure and free from viruses and other malware.
- 18.2. You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
- 18.3. You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Platform.
- 18.4. You must not attempt to gain unauthorised access to any part of Our Platform, the server on which Our Platform is stored, or any other server, computer, or database connected to Our Platform.
- 18.5. You must not attack Our Platform by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 18.6. By breaching the provisions of sub-Clauses 18.3 to 18.5 you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Platform will cease immediately in the event of such a breach.

19. Acceptable Usage Policy

- 19.1. You may only use Our Platform in a manner that is lawful and that complies with the provisions of this Clause 19. Specifically:
- 19.1.1. you must ensure that you comply fully with any and all local, national or international laws and/or regulations;
 - 19.1.2. you must not use Our Platform in any way, or for any purpose, that is unlawful or fraudulent;
 - 19.1.3. you must not use Our Platform to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
 - 19.1.4. you must not use Our Platform in any way, or for any purpose, that is intended to harm any person or persons in any way.
- 19.2. When submitting User Content (or communicating in any other way using Our Platform), you must not submit, communicate or otherwise do anything that:
- 19.2.1. is sexually explicit;
 - 19.2.2. is obscene, deliberately offensive, hateful or otherwise inflammatory;
 - 19.2.3. promotes violence;
 - 19.2.4. promotes or assists in any form of unlawful activity;
 - 19.2.5. discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation or age;
 - 19.2.6. is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;

- 19.2.7. is calculated or is otherwise likely to deceive;
 - 19.2.8. is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal data in a way that you do not have a right to;
 - 19.2.9. misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause);
 - 19.2.10. implies any form of affiliation with Us where none exists;
 - 19.2.11. infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or
 - 19.2.12. is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 19.3. We reserve the right to suspend or terminate your access to Our Platform if you materially breach the provisions of this Clause or any of the other provisions of these Terms of Use. Specifically, We may take one or more of the following actions:
- 19.3.1. suspend, whether temporarily or permanently, your Account and/or your right to access Our Platform;
 - 19.3.2. remove any User Content submitted by you that violates this Acceptable Usage Policy;
 - 19.3.3. issue you with a written warning;
 - 19.3.4. take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
 - 19.3.5. take further legal action against you as appropriate;
 - 19.3.6. disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
 - 19.3.7. any other actions which We deem reasonably appropriate (and lawful).
- 19.4. We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of these Terms of Use.

20. Privacy and Cookies

- 20.1. Use of Our Platform is also governed by Our Privacy Policy. These policies are incorporated into these Terms of Use by this reference.

21. Changes to these Terms of Use

- 21.1. We may alter these Terms of Use at any time. Any such changes will become binding on you upon your first use of Our Platform after the changes have been implemented. You are therefore advised to check this page from time to time.
- 21.2. In the event of any conflict between the current version of these Terms of Use and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

22. Contacting Us

- 22.1. To contact Us, please email Us at info@shuttleid.uk.

23. Communications from Us

- 23.1. If We have your contact details (if, for example, you have an Account) We may

from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes, changes to these Terms of Use, and changes to your Account.

- 23.2. We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us include an unsubscribe link. If you opt out of receiving emails from Us at any time, it may take up to 5 business days for Us to comply with your request. During that time, you may continue to receive emails from Us.
- 23.3. For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact Us at info@shuttleid.uk

24. Data Protection

- 24.1. All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and your rights under the GDPR.
- 24.2. For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy.

25. Law and Jurisdiction

- 25.1. These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 25.2. If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 25.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 25.3. If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 25.4. If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales.