



1 General

Definitions:

In these terms and conditions:

'Customer', 'Client' or 'You' means any person, company, organisation or firm, which purchases or uses Services from GTMatrix.

'Order Form' means an order for Services on a form or any communication provided by you (in any format) and sent or requested by customers.

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

'Service Provider', 'Fulfilment Partner' or 'FP' is a coach hire firm, licenced taxi or private hire Company.

'Airport Guardians' means any individual employed or contracted by GTMatrix to attend a UK airport on a main school travel day for the purposes of overseeing the transit of students in the care of GTM through the airport.

'UM Service' or 'Unaccompanied Minor Service' is a person or persons supplied by GTMatrix to oversee a specific student's travel through a UK airport.

'Chaperone' is a person or persons hired by GTMatrix to specifically serve a defined transportation route.

'DC', 'Driver Chaperone' is a person or persons supplied by GTMatrix to oversee general student travel through a UK airport or as an escort on a coach, minibus or standard taxi.

'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 'GTMatrix' means Global Talent Matrix Ltd.



Overview

- a GTMatrix is a student transport and welfare provider. We provide Tier 4 and safeguarding-compliant data gathering and record keeping, transport management and airport arrival and departure oversight.
- b We deploy fully trained Coach Chaperones to accompany students in transit
- c We deploy a team of Airport Guardians to oversee transit through airports.
- d We use a network of licenced coach and private hire vehicle (PHV) providers, vetted and approved by us, to transport students. For our services we charge an administration fee.
- e We are an agency. We do not have an Operator's Licence, we contract with licenced operators who supply vehicles and drivers to us and who operate under the terms of our Service Level Agreement (SLA). The liability for the safe and legal operation of the vehicle lies with the vehicle operator / supplier and not with GTMatrix.
- f We licence a software application called i-gtm to manage our operations, including making travel bookings, and our customers will interact with i-gtm to make and manage these travel bookings.



2 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 username and password credentials as for the school's MIS or parent portal. Should i-gtm not be available for any reason whatsoever, we will make an alternative form available which will fulfil the same function as i-gtm and shall be a direct substitute until i-gtm is available.
- ii The person booking will receive a confirmation email to the email used to access i-gtm. 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.
- iii 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 SMS to the student with booking information if we have their mobile phone number, however it should be assumed that the person making the booking is solely and entirely responsible for communication with the student.
- iv Cancellations are subject to the charges laid out in 4.2 of Terms & Conditions.

b Student meeting protocol

- i If a coach or minibus carrying multiple students is scheduled for a certain departure time, it will leave at the stated time. Any students who fail to turn up or are not ready on time will be charged for the journey and (if requested) we will arrange alternative transport for them to be charged at our standard rate.
- ii The Customer must ensure that the student is ready to be collected at the appointed time and is 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 driver or chaperone. Should the student not be immediately visible the driver/chaperone will endeavour to call. Students must therefore have phones



turned on, charged and with sufficient credit ready to receive/make phone calls at the appointed collection time.

- iii If the vehicle is more than 15 minutes late arriving to collect the student, the customer or student should call GTMatrix on +44 20 3355 2858 to ask for advice and assistance.
- iv Where the student is being met at an airport they must
 - 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:
 - a Proceed to the meeting point in the specified terminal using free inter-terminal transport if necessary;
 - b look for their name displayed on a name board held by a driver in the arrivals hall; or
 - c look for a sign with the name of their school in the arrivals hall; or
 - d look for a uniformed member of the Airport Guardians team (bright red jacket) either in the arrivals hall or at the designated meeting place, according to instructions.

c Departures from school

- i Scheduled coaches will depart from the central location specified by the school at the time agreed. Students arriving late for the scheduled departure will be left behind and will be charged for the full fare. We will arrange alternative transport for them if possible and will charge this according to our pricing as agreed with the school.
- ii In the case of non-scheduled travel, collection times for flights out of the UK are based on travel time to the airport plus a delay contingency, to arrive a minimum of two hours before the flight. If you request collection outside our recommended timeframe you accept full responsibility if the flight is missed.



- 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 GTMatrix 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 (returning to school)

- i The school warrants that it will be open to receive returning students on a scheduled coach service. The coach timetable will be agreed with the school.
- ii In the case of non-scheduled travel students returning to school, it is the responsibility of the parent or guardian to ensure that the school is open and/or able to receive the student. If arrival is outside school opening hours we will be unable to look after the student and they should be booked in with a guardian or host until the school opens.
- iii Failure to provide care of the student in the event of the school, host or guardian being unable to receive them may result in an hourly charge of £35 plus all expenses plus a service fee of 30% being levied. We offer no guarantees of being able to look after the student in these circumstances.

e Scheduled coach travel

- i Coach(es) will be timetabled to run on specified travel days and at set time(s) during the day according to the Contract. Coaches will optionally have a chaperone on board.
- ii Students will be at the designated departure point a minimum of 10 minutes prior to the scheduled departure time.
- iii Boarding of the coach will be strictly controlled by the chaperone or driver (depending on contract) and all students will be expected to follow instructions.
- iv The chaperone and/or driver is responsible for the safe operation of the coach and any student refusing to follow instructions will be asked to sit separately and reported to the school.



f Ride Share (non-scheduled travel)

- i This is optional and the person booking has the chance to opt out. We will not ride share in the following circumstances:
 - 1 Where the collection of students from multiple locations may cause unacceptable wait times,
 - 2 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.
 - 3 Between airport terminals on the way into the UK. We will not collect students from one terminal then go round to another terminal for other students. This causes unacceptable wait times.

g Route and time variation

- i No variation to the route will be accepted, except with the express written permission of the parent or guardian. All drivers are instructed to refuse any request by the student to vary the origin or destination, however the failure of a driver to comply with this instruction can not be guaranteed and GTMatrix will not accept any liability for this failure.
- ii GTMatrix reserves the right to vary the collection time, origin, destination and route as necessary depending on circumstances.

h Seating Capacity, Passengers, Luggage and Passenger Conduct

- i GTMatrix will allocate a vehicle with a suitable seating capacity for the number of passengers and their luggage. GTMatrix provides for ONE item of hand luggage up to 23Kg (56 x 45 x 25cm) and one small item (handbag, laptop), plus ONE item of hold luggage up to 32Kg (90 x 75 x 43cm). Where students do not pre-book more than this allowance we reserve the right not to carry the excess luggage, however will endeavour to transport excess luggage to the airport which will be charged separately.
- ii GTMatrix does not accept any liability for loss. Lost property will be held by our Fulfilment Partner according to their individual policy.



- iii Passengers will follow the instructions of the driver and/or chaperone (in the case of a chaperoned journey). Failure to do so may result in the student being reported to the school and asked to sit elsewhere in the vehicle.
- iv On board toilet facilities will not be provided as standard, however where available the use of any such facilities is at the passenger's own risk.
- v School rules apply to behaviour in the vehicle.
- vi Passengers will comply with the rules and standards specified by the FP. The driver has final say.
- vii Damage to the vehicle will be charged. GTMatrix reserves the right to pass on any valeting or other charges.

i Breakdowns and Delays

- i GTMatrix gives advice on journey times in good faith, however, we 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 or other delays outside of our control.

j Cancellations

- i Cancellations will be accepted up to 24 hours before the booking time.
- ii Any cancellations will attract a minimum cancellation fee of £10 inc. VAT.
- iii For any cancellation received with less than less than 24 hours notice or failure to turn up at the booked time may result in the journey fee being payable in full.

k Provision of information

- i The customer is responsible for providing full travel details, including travel comprising multiple stops of travel types.
- ii 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.



- iii In the case of Sponsored Students (Tier 4 visa holders) the person booking travel for the student warrants to GTMatrix and 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.

3 Provision of Services

a General

- i This section is to be read in conjunction with the Contract of Services (if applicable).

b Complaints

- i In the event of a complaint about our services you should write to GTMatrix at resolve@gtmatrix.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.

c Payment

- i All prices are subject to VAT where applicable. Payment terms are 7 days.
- ii Our invoice includes a Disbursement figure. This is the sum that we have paid to suppliers on your behalf and is not subject to VAT.
- iii A full breakdown of travellers and individual charges will accompany our invoice.
- iv VAT is only payable on the service element of our invoice. This will be the net price less disbursements as defined in ii above.
- 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 Prices may be specified at the time of booking. Additional charges may be incurred; these may include parking, waiting time, congestion charges, Family Office bespoke requests, additional Unaccompanied Minor (UM) time and additional chaperone services rendered. These additional charges will be agreed at the time of order (where possible) and specified within the final invoice.

4 Disclaimer

a Vetting of Fulfilment Partners & Limitation of Liability

- i We take reasonable measures to ensure the suitability and quality of the Service Providers/Fulfilment Partners (FP), including, without limitation, conducting reasonable due diligence. This includes requesting:
 - 1 Compliance with our Service Level Agreement (SLA) indicating compliance with Local Authority standards and that our Fulfillment Partners are licensed entities.
 - 2 A copy of the FP's Operator Licence
 - 3 A copy of the FP's Public Liability Insurance certificate
- ii We make reasonable endeavours to ensure that FPs have the appropriate processes and procedures in place to ascertain the validity and current status of their drivers.
- iii 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 Service Provider/Fulfilment Partner (FP) is suitable for your purposes and you use a Service Provider/Fulfilment Partner (FP) at your own risk. We may remove Service Providers/Fulfilment Partners (FP) from our roster of suppliers on the basis of any feedback in relation to that Service Provider/Fulfilment Partner (FP), but are under no obligation to do so.
- iv We provide a service that connects users (such as you the customer) with Service Providers/Fulfilment Partners (FP). We are not ourselves a Private Hire Operator and do not hold an Operator Licence. Any contract for the provision of



services is between you the customer and the Service Provider/Fulfilment Partner (FP).

- v We do not employ Service Providers/Fulfilment Partners (FP) 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 Service Providers/Fulfilment Partners (FP) you engage through GTMatrix or the quality of the services they provide.
- vi However, to the extent permitted by law, neither we nor any of our officers, directors, employees, representatives, subsidiaries, affiliated companies, licensees, agents, FP's 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, willful 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.
- vii 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.
- viii 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 students or employees.

5 Data Protection

- i When supplying the Services to the Customer, the Service Provider may gain access to and/or acquire the ability to transfer, store or process personal data of students or employees of the Customer.
- ii The parties agree that where such processing of personal data takes place, the Customer 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 the Customer, 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: compliance@gtmatrix.net.

6 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 GTMatrix services, you confirm that you have read and accepted these Terms & Conditions and that you agree to comply with and be bound by them.