



REFERENCE NUMBER: C312(10)

TERMS AND CONDITIONS IN RESPECT OF TFGM'S

'YOUR BUS' CAMPAIGN

1. The promoter

1.1 The promoter is Transport for Greater Manchester of 2 Piccadilly Place, Manchester, M1 3BG (“TfGM”).

2. The competition

2.1 The title of the competition is “Your Bus”, which is a campaign launched in connection with TfGM’s Yellow School Bus services and in an attempt to increase TfGM’s engagement with the community and promote community projects through the donation and use of decommissioned buses (“the Campaign”).

2.2 The competition involves parties completing an online application form outlining their proposed use of the donated bus for a community or school purpose. These applications will be scored by a panel of TfGM representatives who will evaluate the community or educational benefits of the proposal, the likelihood that the proposals are achievable and any other funding or support which the applicant has been able to secure for the proposals (“the Criteria”). Of those applications which demonstrate this criteria, the evaluation panel will choose the best 18 applications.

2.3 A copy of these terms and conditions will be available to view at: www.tfgm.com/bus/your-bus

3. How to enter

3.1 The competition will run from 17 May 2021 to 18 June 2021 inclusive.

3.2 To enter the competition, applicants will be required to complete an online application form which is available at www.tfgm.com/bus/your-bus.

3.3 In entering into this competition, applicants will be deemed to have accepted these terms and conditions.

3.4 All entries must be received by TfGM no later than the latest date set out in clause 3.1 above. Although the campaign may be running after the dates set out in clause 3.1 above, all applications received after such dates will be automatically disqualified and their application will not be evaluated.

3.5 Successful applicants will be chosen by a panel of TfGM representatives, based upon the applicants demonstrating through their application that their proposals meet the Criteria. The decision of the panel will be final and will be wholly at the panel’s discretion.

3.6 TfGM will **not** accept:

- (a) responsibility for online application forms that are incorrect, damaged or delayed regardless of cause, including, for example, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
- (b) responsibility for the applicant failing to comply with any of these terms and conditions.

3.7 By taking part in the competition, you are agreeing to be bound by these terms and conditions and agree to participate in any reasonable publicity as required by TfGM.

3.8 For help with entries, please contact yellow.bus@tfgm.com.

4. Eligibility

4.1 The competition is only open to all schools and community groups/associations in Greater Manchester.

4.2 In entering the competition, you confirm that you are eligible to do so and eligible to claim any bus you may win. TfGM may require you to provide proof that you are eligible to enter the competition.

4.3 TfGM will not accept competition entry application forms that are:

- (a) received after the competition has closed;
- (b) automatically generated by computer;
- (c) completed by third parties or in bulk;
- (d) illegible or have been altered;
- (e) contain inappropriate, harmful or otherwise unsuitable usernames;
- (f) incomplete.

4.4 Applicants are limited to one entry application form.

4.5 TfGM reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the competition.

5. The buses

5.1 18 of TfGM's current Yellow School Bus fleet which are due to be decommissioned in July 2021 are available for donation, the details of which are as follows:

- Iveco Scolabus 24

- Registered in 2005 and 2007
- Fitted with 67 seats
- Powered DDA ramp fitted
- Cosmetically refurbished in 2015
- Exterior dimensions are 12 meters in length by 2.5 meters in width.

5.2 TfGM retains the right to give away less than 18 buses if less than 18 applicants are able to sufficiently demonstrate within their applications, to the satisfaction of the Evaluation Panel, that their proposals meet the criteria set out in conditions 2.2 and 3.5.

6. Winner notification and announcement

6.1 Successful applicants will be chosen by 25th June 2021 and notified by email by TfGM on 2nd July 2021 (“**Notification Date**”).

6.2 Successful applicants will have seven days from the Notification Date to confirm in writing to yellow.bus@tfgm.com that they wish to receive the donated vehicle. Winners of the competition will be required to sign a Vehicle Donation Agreement in the form of the template attached at Appendix 1 of these terms and conditions.

6.3 TfGM will make all reasonable efforts to contact the successful applicant. If the successful applicant cannot be contacted or is not available or has not claimed their bus within seven of days of the initial contact Date, TfGM reserves the right to offer the bus to the next eligible applicant (and in doing so will repeat the process set out in clause 3.5) or dispose of the vehicle by another method.

7. Limitation of liability

7.1 Insofar as is permitted by law, TfGM, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the Prize except where it is caused by the negligence of TfGM, its agents or distributors or that of their employees. Your statutory rights are not affected.

7.2 Insofar as is permitted by law, your liability to TfGM will be unlimited in respect of any breach of clauses 8.2 and 8.3.

8. Ownership of competition entries and intellectual property rights

8.1 All competition entries and any accompanying material submitted to TfGM will become the property of TfGM on receipt and will not be returned to the entrant.

8.2 By submitting your entry and any accompanying material in accordance with clause 3.2, you agree that TfGM may, but is not required to, use your entry and any supporting materials in connection with the competition. You agree to grant TfGM a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry and any accompany materials for such purposes.

8.3 By submitting your entry and any accompanying material in accordance with clause 3.2, you confirm and hereby warrant that:

- (a) all photographs, images and other media included in your entry are your original works, are not defamatory and do not infringe any third-party rights;
- (b) you will provide evidence of any required consents or licences at the reasonable request of TfGM, failing which you will risk being disqualified from the competition.

9. Data protection and publicity

9.1 For details of how TfGM will process your data in respect of this competition, please see the Competitions Privacy Notice which can be view at www.tfgm.com/privacy-policy/competitions.

10. General

10.1 If there is any reason to believe that there has been a breach of these terms and conditions, TfGM may at its sole discretion, reserve the right to exclude you from participating in the competition.

10.2 TfGM reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.

10.3 These terms and conditions (including any non-contractual disputes or claims) shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales to settle any dispute and claim arising out of or in connection with it (including any non-contractual disputes or claims).

Appendix – Vehicle Donation Agreement

THIS VEHICLE DONATION AGREEMENT is made the _____ day of _____ 2021
BETWEEN (1) TRANSPORT FOR GREATER MANCHESTER of 2 Piccadilly Place, Manchester M1
3BG ("Transferor") **AND (2) [** _____ **]** of [_____
_____] ("Transferee").

WHEREAS the Transferor and the Transferee have agreed on the disposition of a vehicle belonging to the Transferor.

THE TRANSFEROR AND THE TRANSFEEE HEREBY AGREE as follows:

1. Definitions

"Purpose" the purpose set out in the Transferees application form reproduced at Appendix A

"Site" [where are the vehicles stored?]

"Vehicle" the Vehicle identified in Appendix B to this Agreement [together with the logbooks and test certificates.]

2. Removal of Vehicle; Consideration; Transfer of Title

2.1 At a mutually acceptable time and date, but not later than 30 days after the Effective Date, the Transferee will, at the Transferee's sole cost, expense and risk, remove the Vehicle from the Site.

2.2 The consideration to benefit the Transferor as a result of the transaction contemplated by this Agreement, shall be the convenience of having the Vehicle removed from its possession and ownership of the Vehicle transferred to the Transferee. No monetary consideration shall be due to the Transferor under the terms of this Agreement.

2.3 Effective upon the Transferee's removal of the Vehicle from the Site, the Transferor hereby transfers, assigns and conveys to the Transferee all of Transferor's right, title and interest in and to the Vehicle.

3. Retention and use of the Vehicle

3.1 In consideration of taking possession and ownership of the Vehicle, the transferee agrees to:

(a) retain ownership of the Vehicle for a minimum period of 3 years; and

(b) only use the Vehicle for the Purpose and shall not at any time run the Vehicle on road.

4. Disclaimer of Warranties; Limitation of Liability

4.1 The Transferor and Transferee both acknowledge that the Vehicle will be collected by the Transferee as is and where is. The Transferor makes no warranties, express or implied, whether of title, state of repair, merchantability or fitness for any particular purpose or use or for the Purpose or otherwise, of the Vehicle.

4.2 Under no circumstances will the Transferor be liable to the Transferee or any other person for any direct, indirect, incidental, special or consequential damages arising out of or related to this agreement or the Vehicle or the use of the Vehicle.

5. Entire Agreement; Amendments.

5.1 This Agreement embodies the entire agreement between the Transferor and the Transferee with respect to the Vehicle and supersedes all prior oral and written, and all contemporaneous oral, agreements, proposals, representations and understandings of the parties concerning the Vehicle.

5.2 This Agreement may not be amended or modified except by a writing signed by both parties.

THIS AGREEMENT has been entered into on the date stated at the beginning of it.

For the Transferor:

TITLE:	Signature
Name IN CAPITALS	
TITLE:	Signature
Name IN CAPITALS	

For the Transferee:

TITLE:	Signature
Name IN CAPITALS	
TITLE:	Signature
Name IN CAPITALS	

APPENDIX A - Transferee's Application Form

APPENDIX B

Vehicle Description:

Manufacturer:	IVECO	Body Type:	SCHOLABUS 24
Registration Number: [to be specified]		Engine Number: [to be specified]	
Chassis Number: [to be specified]			
Registration Document (V5) exchanged		Yes	