

## **CONDITIONS OF TRAVEL ISSUE DATE: February 2018**

### **LIABILITY AND COMPLAINTS**

#### **LIMITATIONS OF OUR LIABILITY TO YOU**

Journeys may take longer than expected or may need to be diverted or cancelled. Where possible, we will advise passengers of disruptions.

We shall not be liable for direct or indirect losses, damages, cost or inconvenience that you suffer as a result of cancellation, delay, diversion or termination of any of our services, or of our services being unavailable to you as a result of the vehicle being fully loaded, at capacity or for any other reasons, save to the extent that any losses are covered by fixed compensation schemes which are specified locally.

We shall not be liable for any loss of or damage to your property, including any lost property placed under our control, except where specified in these Conditions.

Further information is available at Condition 2 of these Standard Conditions of Travel.

These Conditions do not affect your non-excludable statutory rights as a Consumer.

#### **COMPLAINTS HANDLING**

If you wish to make a suggestion or complaint about a bus service or driver you should be aware that the provider of that service is a bus, Hackney Carriage, Private Hire or Community Transport operating company. The name of the relevant operating company may be shown on your ticket or on the applicable bus timetable for your journey or if booked direct than with that specific operator.

It will assist in handling your suggestion or complaint if you can identify the relevant operating company when making any complaint.

Further information is available at Condition 12 of these Standard Conditions of Travel.

### **1 INTRODUCTION**

- 1.1 Throughout these Conditions, references to the "Company", "we", "us" and "our" should be read as referring to Arrow. References to "operator" should be read as referring to the operating company providing the service you are using.
- 1.2 The attention of all Customers is drawn to these Conditions, which apply to all travel on our services, unless stated otherwise. Customers must adhere to these Conditions and we will do the same.
- 1.3 These Conditions apply from the issue date shown above to all our bus services and replace all previous terms and conditions of carriage or travel issued by Arrow.
- 1.4 We reserve the right to vary, alter or amend the Conditions from time to time without notice.

There may also be specific variations and/or supplements to these Conditions on certain services (including, for example, where they are operated on behalf of other organisations) – these variations will be available from the Operator directly.

- 1.5 These Conditions are consistent with the relevant statutory regulations, including those relating to the conduct of passengers, and do not affect your statutory rights. Words with special meanings (shown by the use of capital letters) are explained at the end of this document.

## **2 GENERAL CONDITIONS**

- 2.1 The Operator aims to provide services as advertised but there may be occasions when journeys take longer than expected and/or services may need to be diverted or cancelled due to factors beyond our control. These factors may include, without limitation, traffic congestion, road traffic accidents, road works, road closures, major events, adverse weather conditions or other unforeseen operating circumstances.
- 2.2 To the extent possible, we will advise Customers of any disruption to our services. However, in the event of cancellation, delay, diversion or termination of any of our services, or of our services being unavailable to you as a result of the vehicle being fully loaded, at capacity or for any other reasons, we shall not be liable for direct or indirect losses, damages, cost or inconvenience that you suffer as a result.
- 2.3 Customers are responsible for their own onward travel arrangements. We do not guarantee that our service will connect with any bus, train or other service at the time specified in the timetable. You should make appropriate allowances or alternative arrangements to ensure you are able to make any onward travel arrangements you have made.
- 2.4 Neither We nor the Operator accept liability for a holder of a valid pre-paid ticket or valid pass being unable to use such ticket or pass due to lack of room on a vehicle, or where it is at full capacity or failure of a service to operate. Customers holding a valid pass or valid pre-paid ticket have no priority over other fare paying Customers.
- 2.5 Neither we nor the Operator shall be liable for any loss of or damage to Customer property, including 'lost property' placed under our control, except as otherwise specified in these Conditions.
- 2.6 We do not in any way exclude or limit our liability for death or personal injury resulting from our negligence (or that of our employees or agents), nor for any other events our liability for which cannot be excluded (including, without limitation, pursuant to EU Regulation 181/2011 and associated national legislation).

## **3 GETTING ON & OFF THE VEHICLE**

- 3.1 You may only get on or off the vehicle at designated stops or stopping points on the specific route on which travel is taking place. Where a 'hail and ride' scheme operates, you may only get on or off, on request, at places considered safe by the driver.
- 3.2 You should indicate clearly to the driver of an approaching vehicle if you wish to get on the vehicle. You must be at the specified location and give such indication in sufficient time to enable the driver to stop safely. In all other circumstances we accept no responsibility if the driver does not stop or permit you to board the vehicle.

- 3.3 When you get on a vehicle for travel you must either:
- (a) show the driver a valid ticket or valid travel pass or other form of authority to travel, unless booked direct with Arrow under an authorized account system;
  - (b) validate a 'smart' payment card or device using the on-board ticket machine or device reader; or
  - (c) pay the correct fare for the journey intended, whether specifically requested to do so or not.
- 3.4 Where your ticket or fare is subject to proof of entitlement your ticket will not be valid without the relevant qualifying photocard or other qualifying proof of entitlement.
- 3.5 You must not use the emergency exits on any vehicle except in a genuine emergency or where instructed to do so by the driver.
- 3.6 When you wish to get off the vehicle, please ring the bell once or say loudly as appropriate to alert the driver. For your comfort and safety, please give the driver sufficient time to be able to slow down properly for your stop. For your own and others' safety, you are requested to remain seated until the vehicle comes to a complete stop.
- 3.7 The driver is not permitted to allow passengers to get on or off when the vehicle is in motion, held up in traffic or stationary at traffic lights. At bus stations and stands, passengers cannot be picked up once the driver has signalled his intention for the vehicle to leave the stand.
- 3.8 Subject to paragraph 2.6 above, we accept no responsibility for Customers attempting to get on or off at any prohibited place or when the vehicle is moving, or for Customers failing to get off at their destination.
- 3.9 Where seat belts are fitted to the vehicle, it is a legal requirement that they must be worn at all times when the vehicle is in motion.

## **4 FARES AND TICKETS**

### **GENERAL**

- 4.1 Fares are displayed on the website and are specific to each route or combination of routes.
- 4.2 Customers who are unable to or who refuse to pay the appropriate fare, who do not hold a valid ticket or valid pass or who do not validate a 'smart' payment card or device for the journey, may be asked to leave the vehicle.
- 4.3 You should ensure that the correct ticket (corresponding with the fare paid and valid for the journey) and change (where applicable) has been issued and point out any discrepancies to the driver immediately as mistakes cannot be rectified later.
- 4.4 Unless otherwise stated, payment of fares must be made in cash Sterling. We do not accept on-bus payment by cheque or by £50 note in any circumstances. Where change is given, drivers may also not have sufficient change for other bank notes at certain times.

- 4.5 Other than when payment by contactless payment card (or similar technology) is available on-bus, we do not accept on-bus payment by credit or debit card except where this is locally advertised. Payments by credit or debit card can only be made at time of booking, and there is a minimum limit of £10 on such transactions.
- 4.6 To help our Operator to run services smoothly the correct fare is always appreciated. The drivers will provide change if they are able to do so.
- 4.7 A valid ticket, valid pass or validated 'smart' card/device must be available for inspection for the entire journey and produced on request by the driver or a Company official. If you are unable to produce a valid ticket, valid pass or validated 'smart' card/device for fare for the journey being taken, up to the value of the Standard Fare. We will not refund you this fare if you later find the missing ticket or travel pass.
- 4.15 When you complete the journey you have paid for, or the validity of your pass or other relevant documentation expires either by time or travel zone, you must leave the bus or pay another fare to continue your journey. This will be treated as a separate journey. It is your responsibility to have a valid ticket for the whole journey.
- 4.16 Single or return fares may be calculated with reference to either boarding and alighting location or fare stages applicable to the route, or pre-quoted rates as per individual contract agreements. Where fare stages are applied, if you get on between two fare stage boundaries you will be charged from the previous stage. If you get off between two fare stage boundaries you will be charged to the following stage. If you are travelling in areas where zonal fares apply, your fare will be determined by the number of zones travelled in or through.
- 4.17 You may not break your journey when travelling on a single or return ticket unless our publicity specifically advises that this is possible. Except where it is specifically stated to the contrary, tickets, passes or other relevant documentation are not transferable. You cannot use a multi-journey ticket (e.g. travel card) for more than one person during the same journey.
- 4.18 You must only buy tickets from the operator or from the driver. Not all tickets are necessarily available for purchase from the driver. Buying a pre-paid ticket from anyone else invalidates the ticket, which may be withheld by the Operator and not returned for further use.
- 4.19 Unless specifically part of your journey, if you transfer from another operator's vehicle to one of our vehicles, you will be considered to be starting a new journey. You will be required to pay the appropriate fare if you do not hold, or are unable to produce on request, a valid pass, valid pre-paid ticket or valid through ticket, unless pre-agreed interticketing arrangements apply.

4.20 If operator ticket equipment is not fitted or functioning properly and as a consequence is not able to produce tickets, you must still pay the correct fare for your journey.

4.21 No Customer will be permitted to use a ticket, pass or 'smart' travel mandate which has:

- (a) been damaged, mutilated or defaced;
- (b) been issued for use by another person on terms that it is not transferable;
- (c) expired: or
- (d) in the reasonable opinion of the driver or an Operator official, been obtained fraudulently.

4.22 Customers are responsible for the safety and integrity of their own tickets and passes once validly issued. We are not *obliged* to replace your ticket, pass or permit to travel if it is lost, mislaid or stolen, although we may sometimes do so at our discretion. Otherwise you will have to purchase a new ticket to allow you to use our services.

4.23 If your ticket has been damaged but remains legible then the Operator may provide you with a replacement for the remainder of its period of validity, or offer you the choice to purchase a replacement ticket from their own range which may be valid for a longer period, but will require you to pay the difference if you choose this option.

#### **CONCESSIONARY TRAVEL**

4.25 Concessionary travel schemes for many categories of passenger are operated by local authorities in England, the Scottish Government and the Welsh Assembly. The terms, rules and conditions applying to these schemes are the responsibility of, and the validity of individual passes is determined by, the pass issuing authority.

4.26 Arrow and any subsidiary operators are not always required to accept Concessionary Passes. If a service does not accept a Concessionary Pass, this will be made clear on the Essex County Council website. A Pass Holder may therefore be required to make a full payment for their journey.

4.26 Concessionary passengers must comply with all aspects of these Conditions, in addition to the issuing authority's rules and conditions. Where required locally to do so, when making a journey using a concessionary travel pass you must advise the driver of your intended destination.

4.27 If you hold a valid concessionary permit or pass that is accepted on the service, you must show it to the driver every time you get on one of our vehicles and, where required to do so, you must present the pass to the on-board ticket equipment to ensure its validity. In some areas, you will be issued by the driver with a zero-value ticket when making such a journey, and you must retain this for the duration of your journey. Where applicable, your concessionary permit or pass will not be considered valid if the ticket equipment does not recognise it to be so.

4.28 Where a concessionary travel pass permits the pass holder to be accompanied by a companion, one companion shall be carried without payment of a fare or at the appropriate concessionary fare as specified by the pass issuing authority and subject to its conditions for the use of the pass. A companion must get off the bus at the same bus stop as the

concessionary pass holder (or any prior bus stop) or must have or purchase a valid ticket for any further travel beyond that bus stop unless a specific exemption applies. Any concessionary pass holder observed soliciting other passengers to offer them a free or reduced price journey shall have their pass details reported to the pass issuing authority.

- 4.29 Where we have reasonable grounds for suspecting that a concessionary pass is being misused in any way, we reserve the right to pass the details of the pass holder on to the issuing authority and/or refuse further travel and/or withdraw the pass, as appropriate.

### **RETURN TICKETS**

- 4.30 For some journeys, you may buy a return ticket. Return tickets are valid only on the day of purchase, unless clearly advertised otherwise, and may have time restrictions on their validity (e.g. only available at off peak times). It is your responsibility to check the validity conditions of a return ticket. Return tickets should be purchased from the driver of the bus on the outward journey and presented to the driver of the bus on the return journey for validation. Unless otherwise advertised, return tickets are only valid for one single journey in each direction (i.e. not for two journeys in the same direction). Return tickets are not transferable.
- 4.31 On some routes, return tickets and passes may be valid on the services of another operator and/or other operators' return tickets and passes may be valid for travel on our services. This only applies where advertised locally and subject to any specific local conditions.

### **SAVER, MULTI-JOURNEY AND SEASON TICKETS**

- 4.32 The Operator's may offer a wide range of discounted tickets to suit customers' needs for variable periods of travel.
- 4.33 These tickets, and any passes, permits and tickets issued by us, other operators or other issuing authorities are accepted by us subject to their conditions of issue and use. Where the use of a ticket requires the presentation of an accompanying photographic identification card, we will not accept the ticket as valid for travel unless you also present that accompanying photographic identification card.
- 4.34 If misuse or fraud is suspected, a Customer may be asked for proof of identity and his/her ticket or pass may be withdrawn. In addition, the Operator may charge the value of any period of misuse. No refund will be made in respect of any outstanding value in the withdrawn ticket or pass.

### **CHILD FARES**

- 4.35 Up to two children under five years old will be carried free-of-charge and are accompanied by a fare-paying Customer who is responsible for them. Additional children, may be charged as if they were aged five or over.
- 4.36 Individuals who are unable to provide proof of their age and/or student status on request from the driver or an Operator official may be required to pay the applicable adult fare. Any valid documentation bearing a photograph of the Customer,

including valid proof of age ID cards (available free of charge in many areas), will be accepted in these circumstances.

### **UNPAID FARES: CHILDREN & VULNERABLE ADULTS**

- 4.37 Children aged under 16 and those people who, in the reasonable opinion of the driver, are vulnerable, at risk or in distress, and are unable to pay their fare will be carried at all times. They may be asked to provide their name and address in order that the fare due could be collected at a later date. In these circumstances, the driver will issue a single ticket for one journey allowing the individual to travel to their home or the nearest stop thereto.

## **5 WHEELCHAIRS, MOBILITY SCOOTERS AND PUSHCHAIRS**

### **GENERAL**

- 5.1 Operators will always try to use low-floor and/or wheelchair accessible vehicles wherever possible. However, there may be occasions when they cannot do so for technical, operational or where services are provided by a social car, hackney carriage or private hire vehicle.
- 5.2 Provided they meet the size and weight limits set out below and there is sufficient space, operators are able to accommodate one wheelchair or mobility scooter on buses built to the Public Service Vehicle Accessibility Regulations 2000 (PSVAR). On some vehicles, it may be possible to accommodate an additional mobility scooter in a designated buggy/scooter space. Signage on the vehicle will make clear where there is a designated buggy/scooter space. Operators cannot accommodate wheelchairs or mobility scooters on vehicles that do not have the appropriate facilities.
- 5.3 Operators cannot carry wheelchairs or mobility scooters which, combined with the weight of the occupant, are heavier than the safe working limit of the wheelchair ramp (in general, the safe working limit is 300kg of total weight although the driver will always have the discretion to evaluate and determine whether the maximum weight limit is likely to be exceeded in the circumstances).
- 5.4 The Operator drivers are required (and trained) to provide reasonable assistance to wheelchair users or disabled Customers. Inconsiderate car parking or other factors may prevent the vehicle from being positioned sufficiently close to the kerb to allow a wheelchair user to get on or off safely. In this case the driver will try to identify a safe place to pull in as close to the bus stop as possible.
- 5.5 It is the Customer's responsibility to ensure that their wheelchair, mobility scooter, pram or pushchair is safely positioned within the designated area and that they adhere to any notices applicable to that area and ensure that it does not obstruct or block any exit or gangway.
- 5.6 In the unlikely event that your wheelchair or other mobility equipment or assistive device is damaged or lost as a result of our negligence during the course of the journey, the Operator is responsible to provide compensation up to the cost of repair or replacement in accordance with EU Regulation 181/2011.

### **WHEELCHAIRS**

- 5.7 Wheelchair users have priority over everyone else for the use of the designated wheelchair

space, since this is the only place in which they can travel safely. Non-wheelchair users, unlike wheelchair users, will normally have a choice about which part of the bus to sit or stand in. Common decency and respect for wheelchair users should mean that Customers without disabilities make way for them wherever reasonable to do so. Customers are required to offer reasonable cooperation in allowing proper use of the designated wheelchair area. If someone in a wheelchair wishes to get on and there is space elsewhere on the vehicle, Customers will be required by the driver to vacate the space provided it is reasonable for them to do so, including repositioning small prams or mobility scooters where possible and folding any buggies and storing these in the luggage space where available. However, no-one already travelling will be asked to get off the bus in order to accommodate a wheelchair user.

- 5.8 The dimensions of the wheelchair space permit the carriage of a wheelchair no longer than 1200mm and no wider than 700mm (the dimensions of a standard 'reference' wheelchair as specified in the Public Service Vehicle Accessibility Regulations 2000).

### **MOBILITY SCOOTERS**

- 5.9 An Operator is not required to accept a Mobility Scooter.
- 5.10 At an Operator's discretion, the Operator will accept Class 2 mobility scooters (as designated by the Department for Transport) provided the mobility scooter does not exceed 1000mm long and 600mm wide with a maximum turning circle of 1200mm, and can be restrained within the vehicle using a "tie down" or clamp method.

### **PUSHCHAIRS AND PRAMS**

- 5.11 When not occupied by a wheelchair or mobility scooter user, the wheelchair space on most vehicles can accommodate up to two small prams or normal-sized unfolded pushchairs. Some vehicles also have additional pushchair capacity in a dedicated 'buggy area'. The driver will be able to tell you where a pushchair or pram can be safely accommodated. You should follow their instructions.
- 5.12 Empty pushchairs or pushchairs carrying luggage must be folded and accommodated in appropriate luggage areas where safe to do so and with consideration for other Customers and their belongings. Operators will not accept liability for loss of or damage to pushchairs and prams.

## **6 CONDUCT OF CUSTOMERS**

- 6.1 When travelling on Operator vehicles, you are subject to these Conditions. Failure to comply with the Conditions (or the general law) may result in the Operator refusing to permit you to travel or continue to travel. In particular, you must not:
- (a) behave in a manner which may reasonably be expected to cause any person to be alarmed, upset, offended or annoyed, or which may reasonably be expected to cause a nuisance or inconvenience to any Customer, driver or Operator official (including, without limitation, the use of obscene or offensive language or behaving in a manner that is



abusive or threatening). Intending passengers who in the opinion of the driver appear likely to behave in an inappropriate manner or to be under the influence of alcohol, drugs or solvents may not be permitted to travel;

- (b) speak to the driver whilst the bus is in motion, stand forward of the cab area, obstruct the driver's vision or otherwise cause the driver to be distracted while driving, except in an emergency or for reasons of safety;
- (c) obstruct any emergency or other exits, the vehicle entrance next to the driver, gangways, or any part of the vehicle where standing is not allowed (signs are in place to indicate standing capacity and restrictions) or other locations on the bus in any way that would inhibit safety;
- (d) stand on the upper deck or any step leading to the upper deck of any double-deck vehicle while it is in motion (except for the purposes of getting on or off the vehicle);
- (e) use any door for a purpose other than as indicated by a notice, unless directed to by the driver or an Operator official;
- (f) lean out of the vehicle or throw or trail any article from the vehicle;
- (g) remain on the vehicle when directed to leave by the driver, or an Operator official;
- (h) deliberately damage or deface any part of the vehicle;
- (i) take part in any form of criminal activity while on the vehicle;
- (j) smoke at any time in any part of the vehicle or carry any lit pipe, cigar, cigarette (including 'electronic cigarettes'), match or lighter on the vehicle;
- (k) consume any type of alcohol while on the vehicle;
- (l) carry or consume any items of food or drink which in the opinion of the driver may make other Customers' journeys unpleasant or otherwise cause offence, or which is likely to cause a spillage of any food or drink inside the vehicle;
- (m) leave rubbish or discarded items on the vehicle;
- (n) play or operate any musical equipment or instruments (including radios, mobile phones, MP3 devices etc) on vehicles at a volume that is likely to cause annoyance to other Customers;
- (o) wear roller skates, roller blades or unsuitable footwear, or use scooters or skateboards;
- (p) wear soiled working clothes or carry any soiled items which might stain or damage the vehicle fittings or other Customers' clothing;
- (q) allow small children to be uncontrolled at any point when using our vehicles;
- (r) sell, or offer for sale, any item, or collect for charity without our prior written consent;

- (s) distribute/display printed or similar matter of any description or distribute any article for the purpose of advertising, or otherwise approach other Customers for any commercial or similar purpose without the Operator's prior written consent;
- (t) canvass or survey any Customers without the Operators prior written consent;
- (u) deliberately interfere with any equipment fitted to the vehicle; or
- (v) carry any bulky or cumbersome article, or any article or substance which is likely to cause annoyance or risk of injury to any person on the vehicle, or risk of damage to the vehicle or to the property or clothing of any person on the vehicle.

6.2 In addition, you must:

- (a) comply with all reasonable instructions given by the driver (and any other member of the Operator);
- (b) comply with all notices and legal signage displayed on the vehicle (including, without limitation, in relation to limits on numbers of permitted standing and total passengers and signage imposing stricter conditions than those specified in condition 6.1 above, such as a total prohibition of food consumption where specified);
- (c) have due regard at all times for the needs of our elderly, young, or disabled Customers and Customers with reduced mobility and, in particular, vacate seats and spaces designed for the elderly, disabled and Customers with reduced mobility when requested; and
- (d) take reasonable care to ensure that persons, animals or property within your control do not cause loss, injury or damage to property or persons.

6.3 If you are in breach of any of these Conditions (or the general law) you will be asked to give your name and address to the driver or an Operator official and may be removed from the vehicle or premises, by the driver, an operator official, a police officer or a community support officer and refused further travel without refund. We also reserve the right to take any other measures we consider necessary to protect the safety and comfort of our Customers and staff including temporarily or permanently banning you from traveling following an incident of misconduct.

6.4 Whilst we will do everything that we reasonably can to control the conduct of other Customers on services, we cannot be held responsible for their conduct.

## **7 LUGGAGE**

7.1 Where permitted, luggage is carried free of charge at the driver's discretion. In the interests of safety, availability and for the comfort of all our Customers, we reserve the right to refuse or restrict the size, amount and type of luggage or other belongings that you can bring on the Operator vehicles. In particular, the driver may refuse to accept any item being brought onto the vehicle and/or may refuse travel to any passenger if he/she believes that:

- (a) there is insufficient space available for carriage of your luggage and/or you are carrying excessive amounts of luggage (to be determined at the driver's discretion);
  - (b) you are carrying items which may cause inconvenience, or present a danger or discomfort to other passengers or cause damage to their property or to the vehicle;  
or
  - (c) you are carrying items which may block any designated wheelchair or pushchair space, gangway or exit.
- 7.2 Subject to an Operator's statutory obligations (including, without limitation, pursuant to EU Regulation 181/2011 and associated national legislation), an Operator cannot be held liable for any inconvenience or loss caused to a Customer if they are refused travel under these circumstances or if their luggage or belongings are damaged or lost whilst on the bus.
- 7.3 On certain services operated by taxis or vehicles with sufficient space, larger bags and suitcases may be carried in the luggage area as necessary and as space permits. Any such baggage should be clearly labelled.
- 7.4 You remain responsible at all times for the safe carriage, stability and handling of any items you bring on board. Fragile items such as electronic goods, portable televisions, computers, radios etc will only be carried if they are of reasonable size and securely packed. Luggage is carried at your risk and we accept no liability for any loss or damage to you or any third party, however caused.
- 7.5 Operators will not carry explosive or combustible material (including unsealed heavy batteries and petrol), accumulators, explosives, ammunition, weapons, paint in either unsealed containers or containers exceeding 3 litres, dangerous, illegal, offensive or otherwise hazardous items under any circumstances. The above list is not exhaustive and the carriage of items is at the sole discretion of the driver.
- 7.6 Operators permit the carriage of a single portable oxygen cylinder or unit for personal medical reasons.
- 7.7 Where an Operator accepts the carriage of oxygen cylinders, paint, chemicals or any other liquids or substances on their vehicles, you must ensure that such substances are in proper containers which are sealed and are kept upright and secure throughout the journey. You will be liable for any damage caused to the vehicle or other Customer's belongings due to spillage or leakage of any liquid or substance carried.
- 7.8 Folding bicycles are permitted on board at the discretion of the Operator, provided that they are stowed safely and that they do not block the aisles or access to seats. While the Operator will make every effort to carry folding bicycles, there are instances when this may not be possible, including:
- (a) if there is insufficient space on the vehicle; or
  - (b) if your folding bicycle is likely to make the inside of the bus or its seats dirty, and/or could cause discomfort to other Customers.
- 7.9 Due to space and safety considerations, standard non-folding bicycles cannot be carried inside the vehicles. Although the driver may permit this in certain circumstances, it is not a right and the driver's decision is final. Separate vehicles may be available at additional

charges to accommodate a bicycle(s).

## **8 DOGS AND OTHER ANIMALS**

- 8.1 An Operator will carry Assistance Dogs (or other legitimate assistance animals) of any size free of charge at any time on Operator vehicles, both when accompanying a registered disabled person and when being trained by a trainer bearing the appropriate valid identification. A customer must advise when booking that an Assistance Animal will be accompanying the customer to ensure the vehicle can accommodate them both.
- 8.2 Except in the case of a registered disabled person, or trainer, accompanied by an Assistance Dog or other assistance animal, only one dog or small animal may be carried per Customer (at the driver's discretion) if the Customer advises the operator when making the booking.
- 8.3 All dogs must be kept on leads at all times and dogs must be muzzled where they are likely to be dangerous or where this is legally required in accordance with the Dangerous Dogs Act or other equivalent legislation. Small animals must be caged, boxed or kept on a lead. Any animal carried must remain under control and must not be allowed to sit on the seats.
- 8.4 Customers are responsible for the behaviour of their animals at all times, and for any damage or injury they may cause to any person, or the property of any person (including Operator property), on the vehicle. In cases where animals cause a nuisance or inconvenience to other Customers, Customers may be asked to leave the vehicle. A charge will be made for cleaning the vehicle if any animal should soil the vehicle and for repairs should any damage be caused. We cannot be held liable for any inconvenience or loss caused to a Customer if they are refused travel or asked to leave under these circumstances.

## **9 CCTV**

- 9.1 Operators may fit vehicles and other property with CCTV to provide added security, monitor the conduct of customers, monitor service quality, to assist in the process of deterring smoking, vandalism, fraud, theft, anti-social behaviour and attacks on employees and other individuals, and in support of relevant criminal and civil legal proceedings and complaint investigation. All CCTV equipment and its operation complies with the Data Protection Act 1998 (including the CCTV Code of Practice) and any subsequent amendments.
- 9.2 Images of you may be provided to the police, DVSA, the Traffic Commissioner or any other enforcement agency at their reasonable request, whether to be used as evidence in prosecuting criminal activity or in assisting the identification of individuals or otherwise.

## **10 SECURITY**

- 10.1 Customers must advise the driver immediately if any suspicious article or package is seen on or near a vehicle, if any Customer is observed acting suspiciously or if any person is seen to tamper with the vehicle.

## **11 LOST PROPERTY**

- 11.1 If you find property left on a vehicle by another Customer, please hand the item(s) to the driver as soon as it is safe to do so. The driver will on request supply you with his or her staff number.

- 11.2 If you have lost your property on one of operators vehicles, you should contact the Operator directly.
- 11.3 All lost property found or handed in by drivers or Operator officials or by a third party is recorded, labelled and stored at the local lost property office. If the lost property is contained in a package, bag or other container, the Operator may open it and examine it in order to trace the owner or identify the nature and value of the lost property.
- 11.4 Any lost property found on vehicles, providing the item is not perishable will be kept for 1 month. All unclaimed property is donated to charity at the end of the calendar month following the one in which it was handed in. Perishable items, including but not limited to foodstuffs, and soiled items will be held for a maximum of 48 hours and if deemed necessary will be disposed of immediately.
- 11.5 When claiming lost property, you must supply a full description of the item, including its contents if applicable, and give details of where and when lost, in order to reasonably satisfy the Operator that you are the rightful owner of the property.
- 11.6 Once lost property has been identified you will be given details of how and where to collect the item. Under normal circumstances, you will need to collect the lost property from the office or depot at which the lost property is being stored during office hours. On collection you will be asked to fill out your name and address and supply proof of identity. You will need to pay the cost of postage and packaging in advance if the Operator agrees to post the property back to you. The Operator reserves the right to charge a small fee for administration of the lost property service.

## **12 COMMENTS AND SUGGESTIONS**

- 12.1 You can find all of the details of how to contact us at [www.bookyourride.co.uk](http://www.bookyourride.co.uk)
- 12.2 Information on how to contact each operator is also available on all vehicles, in their timetables and, where possible, in information leaflets.
- 12.3 Where a response is required, complaints, whether in writing, by email, in person or by telephone will be investigated and dealt with, provided, where relevant, they are received within a reasonable period following the date on which the journey was made or incident occurred. Operators will always aim to acknowledge your correspondence within 5 working days of receipt, even if this is initially to explain what investigation needs to take place and how long this will take, and will aim to respond to your comment or complaint more substantively within 14 working days of receipt and will keep you up to date on the progress.
- 12.4 When comments or complaints are about matters outside of the operator's control, we reserve the right to forward them to the relevant organisation and explain that we have done this.

12.5 If you have any questions about enforcement of your rights under the Bus and Coach Passenger Right Regulation 181/2011, you should contact Bus Users UK ([www.bususers.org](http://www.bususers.org)) or Bus Users Scotland (BUS) ([www.bususers.org](http://www.bususers.org)), as appropriate. If your complaint applies to a Hackney Carriage Licensed vehicle you may contact the Local Council for the area in which the vehicle is licensed, which is shown on the plate on the rear of the vehicle.

12.6 If you are not satisfied with our final response to your complaint, and in accordance with your rights to Alternative Dispute Resolution under the Consumer Rights Act, you can write to the relevant appeals body. The appropriate body will depend on the location and type of the service you wish to complain about. For example:

(a) England & Wales: Bus Users UK ([www.bususers.org](http://www.bususers.org))

(b) Scotland: Bus Users Scotland (BUS) ([www.bususers.org](http://www.bususers.org))

The operator will provide you with their contact details on request.

## **13 DATA PROTECTION**

13.1 If we collect or otherwise process your personal data, we will always do so in accordance with the Data Protection Act 1998 (as amended) and GDPR rules.

13.2 The Data Protection Acts create a special right which allows you to gain access to all the data we hold relating to you (i.e. in which you can be identified). This is called a subject access request and must be done in writing providing sufficient information for us to identify you. If you make a subject access request we will tell you whether we hold any personal data relating to you, the purposes for which those data are being processed and those to whom they are or may be disclosed. The Operator will supply you with a copy of all the information that forms any such personal data as requested. Requests for subject access should be made in writing to the Service Manager. The Operator is entitled to charge a fee for dealing with a subject access request - at present the maximum fee is £10.00.

## **14 LEGAL NOTICE**

14.1 Save as otherwise stated herein, these Conditions constitute the entire agreement between the Operator and its customers. None of our employees is entitled to alter or vary any of the provisions of these Conditions.

14.2 The contract between the Operator and any Customer is limited to travel upon the Operator's own services and liability (if any) will be limited accordingly. The Operator will not be liable for any loss, consequential loss, damage, or inconvenience arising from the communication of information in good faith by any of the Operator's employees.

14.3 The restrictions of liability contained in these Conditions are considered by the Operator to be reasonable in all the circumstances. However, should any provision of these Conditions be deemed to be invalid or unenforceable this shall not affect the validity and enforceability of the remaining provisions.

14.4 Without prejudice to all rights and claims otherwise available to the Operator, in the event that Customers breach any of the Conditions, or any other condition implied or duties owed

as a matter of law (howsoever such conditions or duties arise) the Operator has the right to recover compensation for all loss, injury and damage suffered by the Operator as a result of such breach, including but not limited to costs incurred in repairing or replacing damaged property and loss of revenue.

- 14.5 The governing law for these Conditions shall be the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction except where your journey commences and terminates wholly within Scotland in which case the laws of Scotland shall apply and the Courts of Scotland shall have exclusive jurisdiction.

## 15 SPECIAL MEANINGS

<b>Expression</b>	<b>Meaning</b>
Assistance Dog	A dog which has been specifically trained to assist a person with a disability and which has been qualified by one of the charitable organisations registered as members of Assistance Dogs (UK).
Operator official	Any individual employed by or on behalf of the Operating Company such as an inspector or supervisor.
Conditions	These Conditions of Travel.
Customer	An individual using a bus or Taxi service provided by the Operator.
Driver	A bus driver employed by or on behalf of the Operator.
Standard Fare	A higher fare that can be charged in circumstances set out in these Conditions, in particular where passengers are unable to produce a valid ticket or valid pass for the journey being taken.