

Conditions of Carriage

Introduction

These Conditions of Carriage apply to all of our bus and coach services we operate in the United Kingdom. These services include local bus services, school services, Park&Ride bus services and airline coach services run by those companies which are members of the Go-Ahead Group. Anyone who travels on one of our buses or coaches is covered by these Conditions although your statutory rights are not affected. These Conditions also reflect the legal obligations in how we perform the service and in the way you should conduct yourself when using our buses and coaches.

These Conditions do not apply to services contracted for and on behalf of Transport for London and / or National Express. In addition, you should refer to the operator's website for specific services relating to private coach hire and those overseas services we operate.

Where you have purchased a ticket from us for a journey which allows you to travel for part or all of that journey with another bus operator, you will be subject to the conditions of carriage of that other bus operator and we accept no responsibility for the conduct of that operator and no liability to you as a result of that operator's conduct. If, however, we use a subcontractor to provide the service we ordinarily operate, and for which you paid your ticket to use, these Conditions apply.

These Conditions may be altered from time to time and without notice. The set of Conditions which applies to you is the set which is in force at the time you purchase a ticket, Smartcard, pass, permit or other legitimate means of travel. Where we refer to the term "ticket", we treat this term to include a pass, permit or other legitimate means of travel unless the context otherwise requires.

Please note that these Conditions may also vary for services we operate for and on behalf of other organisations. Further, should you use tickets which we have issued to you but such tickets are valid on services of other bus operators outside London and the Go-Ahead Group or on railways, you are also subject to the regulations and conditions published by those companies when using their vehicles of trains.

These Conditions form the entire agreement between the operator, on whose bus or coach you are travelling, and you and shall exclude any other purported variation thereof, whether written or oral, unless otherwise agreed in writing by the Group Chief Executive of The Go-Ahead Group plc.

These Conditions are governed by the laws of England and you and we submit to the exclusive jurisdiction of the Courts of England. If any court or competent authority decides that any provision of these Conditions is invalid, unlawful or unenforceable, the other provisions shall remain in full force.

We welcome suggestions and complaints as they help us to improve our services and help us to put things right when they have gone wrong. We handle complaints with tact and consideration and, where

we have failed, we will offer our sincere, speedy response together with a genuine commitment to avoid repeating the same failure. If you have any query, suggestion or complaint, you can contact us by letter, telephone, through our website, on social media or by email, the details of which are set out at the end of these Conditions. If you are not happy with the handling of a complaint, you can contact the Bus Appeals Body (the “**Body**”), an independent body which caters for the interests of passengers by providing an independent means of reviewing passengers’ complaints when these have not been settled with bus operators. The contact details of this Body are set out at the end of these Conditions.

Our responsibility to you

Our aim is to provide to our customers a reliable and friendly bus and / or coach service to the highest standards of safety, comfort and cleanliness.

Our employees work hard to ensure these services operate on a reliable and punctual basis everyday and we take pride in providing a quality service to our customers. Unfortunately, given the nature of our business, and the difficulty of controlling the road space upon which we depend, there may be occasions when we simply cannot provide the standard of service which should be consistently expected and delivered. We may therefore have to temporarily or permanently alter the route, frequency, times and fares without prior notice.

Whenever this happens, we will work hard to get things back on schedule and we will learn from experiences as we encounter them. Sometimes there are factors which are outside of our normal control and we will work hard to ensure that the disruption to your journey is kept to a minimum. Examples where this could happen include unplanned road works, diversions, exceptional traffic conditions, major events, extreme weather conditions and other unforeseen operating circumstances.

There may also be occasions where we are unable to operate a service or, where we do operate a service, that service may become very full and, whilst we will always try and put on additional bus or coach services, in these circumstances we may not be able to guarantee a seat or, worse, you may not even be able to board our bus or coach.

Communication with our customers in these circumstances is still key and we will make every effort to notify to you of disruptions in the event of cancellation, delay, diversion or termination of service so you are able to make informed decisions. As well as announcements made by our staff or on local radio, television and advertising, we do this through our website and by using social media (the addresses of which are located at the end of these Conditions).

However, we are unable to accept any responsibility, and will not be liable, to you for any loss, damage, injury, inconvenience or cost you suffer or may suffer as a result of any of the circumstances arising in the preceding paragraphs under the heading “Our responsibility to you”, unless such loss, damage, injury, inconvenience or cost can be proven to be due to the negligence of either us or our staff (if they are acting in the course of their employment). Your statutory rights as a consumer are, though, not excluded or limited.

Your conduct

We are keen to encourage people to experience and use public transport as an effective and pleasant means of travel. We strive to meet your expectations in how you use our buses and coaches and we believe that our customers should follow some basic rules for the benefit of all customers and our employees. When you use our buses and coaches, we would also remind you that your conduct is governed by criminal laws and by certain regulations. Those laws and regulations are incorporated into these Conditions and are set out below.

Please consider others travelling and, if you do not follow these points, you may not be allowed to travel or, if you are already travelling, you may even be asked to leave our vehicles. We rarely ever have to do this so please don't spoil our good record.

If you are in breach of these conditions, you will be required to give your name and address to one of our members of staff, a police officer or a community support officer and will not be allowed to continue on your journey: you will not be entitled to a refund if you are in breach of these Conditions.

Whilst you may behave appropriately, we cannot be held responsible for the conduct of those passengers who do not comply with these Conditions.

General Behaviour

- Although we instruct drivers to stop at bus stops where people are waiting at them, it helps if you can you clearly indicate you wish to use the bus.

On sections of route that have no fixed stops and are designated 'Hail & Ride', you should find somewhere safe where you are able to make it clear to the driver you would like to use the bus. You should avoid areas where you may cause yourself harm or harm others (so you should avoid places such as near parked cars or in front of a fire station).

- If you don't have a valid ticket, Smartcard, permit or pass to travel, you must tell the driver or conductor the journey you intend to take if you are asked (and pay to the driver the amount requested to allow you to take that journey).
- You must not attempt to get on or off the bus which has stopped other than at designated stops (so you should not get off the bus when it stops at traffic lights or in road works, for example).
- Please behave in an appropriate decent manner which does not cause offence to other customers or members of our staff.
- We reserve the right to refuse entry and travel of any person onto our buses and coaches if that person is considered to be undesirable, a security or safety risk, with a poor level of personal hygiene, who is intoxicated, under the influence of drugs or other substances or who may otherwise cause a nuisance or disturbance.

- You may be asked to leave the bus or coach at any time where you are or are believed to be (i) smoking any substance; (ii) consuming alcohol; (iii) interfering with any equipment on or part of the vehicle; (iv) interfering with or threatening or being abusive to a member of staff or other person travelling on the bus or coach; (v) causing a public nuisance; or (vi) putting your feet on the seats.
- Whilst we make every effort to provide appropriate access to and accommodation on our vehicles for those of our passengers who are elderly, have young children, are pregnant or who are disabled, we would ask that you think about their needs and, wherever possible, please vacate seats and consider their requirements: it will mean a lot to these people.
- Please help keep our buses clean, take your rubbish home with you and don't discard your unwanted belonging on our buses or coaches.
- Please feel free to listen to music (it can make the journey much quicker) but use headphones at all times as our other customers may not want to listen!
- Please do not use electronic cigarettes or other types of imitation smoking devices on our buses. These are forbidden from being used on our buses and coaches.
- Please do not distribute anything on our buses or at our premises or offer anything for sale or collect for charity without our prior written consent.

Safety

- You must follow instructions from our staff, when directed, and act in a manner showing regard for the safety and comfort of other customers and our employees. In addition please don't disturb, distract or obstruct the vision of our staff when they are driving, nor overload the capacity of the vehicle or stand on the upper deck of a double deck vehicle: safety first.
- You should always use a, and remain in your, seat, where seats are available, until the bus or coach comes to a complete halt at you required bus stop.
- If you have to stand, you must not stand in the front door-well area, upstairs or on the stairs of double-deckers or near any emergency exits: you must, at all times, hold onto a pole and / or seat back whilst standing and, as soon as a seat becomes available, you should occupy it.
- If you are travelling on the upper deck of an open top bus, you are required to remain seated at all times, particularly when passing under bridges or overhanging trees. **Unaccompanied children are not allowed to travel on the upper deck.**

- Please don't alight from our buses or coaches except at those places which are indicated by an official roadside bus stop sign or where the bus driver or conductor specifically permits you to do so. **In no circumstances should you board or leave a bus or coach whilst the vehicle is moving or whilst it is held up in traffic or by police or when the doors are closed.**
- Please don't smoke on our buses or coaches or at the entrance: it is illegal to do so.
- Please don't eat any form of hot food whilst travelling on board our buses and coaches if it might make the environment unpleasant and unsafe for other customers: we cannot accept any responsibility for any burns you suffer as a result of you bringing hot food on board.
- Please only drink hot drinks provided that the container is fitted with a spill-resistant safety lid: we cannot accept any responsibility for any burns you suffer as a result of you bringing hot drinks on board.
- Please don't lean out of, or throw from or stick anything out of bus or coach windows.
- We hope you have a safe journey but you do need to notify our staff immediately if you sustain an injury or feel unwell whilst boarding, travelling or getting off one of our buses.
- If you see anything suspicious please immediately inform a member of our staff or the driver.
- Please do not use the emergency exits except in a genuine emergency.

Security

- **We want you to feel secure when travelling on our vehicles.**
- You must not behave in a way that affects the security and the safety of our staff, our customers and other road users and pedestrians. If you behave in such a way that the security and staff are affected, you will be asked to leave our bus or coach immediately and we will (if appropriate) seek appropriate legal redress to remedy the damage, loss or injury you cause.
- We operate CCTV on many of our vehicles to ensure that issues, such as theft, assault and poor behaviour, can be monitored and, where appropriate, footage of such incidents can be passed onto the police and other appropriate authorities should they so request and we believe it is consistent with the provisions of the Data Protection Act 1998.

We will always comply with our obligations under the Data Protection Act 1998, the Human Rights Act 1988 and such other relevant legislation in the handling of CCTV footage.

- We will not be responsible to you for any loss, damage, injury, inconvenience or cost you suffer or may suffer as a result of your abusive or threatening behaviour which gives rise to your removal from our bus or coach and / or from any action taken against you by the appropriate authorities.

Wheelchairs and buggies

We endeavour to make our vehicles inclusive to all of our customers and this includes making it as accessible as we can for disabled people and those with buggies. We are therefore working hard to ensure our entire fleet of buses and coaches meets the needs of those of our passengers who use wheelchairs or are in buggies. In addition, we operate in accordance with the Codes of Practice of the Confederation of Passenger Transport in relation to our passengers who use mobility scooters (the “Code”). Under the Code, mobility users are issued with a permit to travel which advises our bus drivers if your scooter is approved to travel on our buses and you, as the user of that scooter, are trained in how to safely board and alight from our buses or coaches. The majority of our buses and coaches are already able to accommodate wheelchairs, approved mobility scooters, prams and buggies. Whilst we welcome these onboard for travel, it is at the discretion of the driver as to whether or not there is enough space available.

Wheelchairs, mobility scooters, prams and buggies must **not** block the gangway of our buses or coaches at any time and the dimensions of any mobility scooter must be in line with the requirements according to the buses safety limits. **It is the driver to decide if there is sufficient space and his decision is final:** he has the right to, therefore, refuse access if he or she feels that there is insufficient space or that there is a risk that, by letting on board such vehicles, this may be to the detriment of the other passengers’ safety.

We would kindly ask all of our customers, where necessary, to keep the wheelchair dedicated space free and, if you board with a buggy or pram and to the extent that it is possible for you to do so, to fold and store them in the luggage space. We wish to ensure our services are as inclusive as possible and we do therefore appreciate your assistance in permitting those with wheelchairs, mobility scooters, prams and buggies to use our buses.

It goes without saying that we will ensure that our drivers and our vehicles comply with the laws applicable to those who are disabled or using buggies. This includes ensuring our vehicles are equipped with appropriate bus lowering systems or the appropriate folding or retractable steps and these must not be operated by other than the driver or conductor whenever they consider that a disabled person will need the system to get on or off our buses and coaches. Where there are infrequent services along your route, we will do everything we feasibly can to assist and, if we are not able to provide a suitable vehicle to allow you to get on and off safely, we will arrange for a taxi service where appropriate so to do.

Bicycles

As a general rule, bicycles are not permitted to be carried on our services except on routes that have special facilities to carry them and are advertised as such.

Folding bicycles, which are safely and securely stowed in the designated luggage area in a suitable bag or box, are generally permitted onto our buses if the driver believes that there is sufficient luggage space available.

Luggage

All items of luggage will be carried at our driver's discretion to ensure they can be carried safely upon our buses. We will only permit customers to carry luggage on our vehicles where it is safe to do so and is available to our customers for convenience only. You will retain the risk of loss of, or damage to, the luggage at all times. We do not accept any liability for any loss or damage however caused. **We will never carry unaccompanied luggage or parcels in any circumstance.**

There may be occasions where items of luggage are refused to be carried on our services. If the luggage is excessive, large or of an awkward size and it means it is not easily able to be carried upon our vehicle, the driver reserves the right to refuse such luggage on to the bus or coach.

Unfortunately, we are unable to carry certain items which could endanger the safe passage of our vehicle or the safety of our staff, customers or other road users and pedestrians. These include rechargeable batteries (other than those inside personal devices or are in their original retail packaging), ammunition, explosives, weapons, paint in either unsealed containers or plastic containers exceeding five litres and combustible or otherwise hazardous materials including petrol.

If you are refused travel due to the above circumstances, we cannot accept liability for subsequent loss, damage, injury, inconvenience or cost you suffer or may suffer as a result.

We recommend that all passengers have appropriate insurance for travel and we cannot accept liability for subsequent loss, damage, injury, inconvenience or cost you suffer or may suffer as a result of any loss of or damage to your luggage during transit and when loading and offloading your luggage.

Lost property

Any item that is left on a bus or coach and subsequently found by a member of our staff, it will be dealt with in accordance with the applicable laws.

When something is lost on one of our buses or coaches we will do everything we reasonably can to locate and return property left on one of our buses to its owner. **However, we will not accept any responsibility or liability for any article left on our buses or coaches in any circumstance.**

If items of lost property are not claimed within one month the item will become our property and it will be disposed of appropriately, normally to a chosen charity.

If the item of lost property is perishable, it will be thrown away after a period of 24 hours if not claimed before this time. If, before 24 hours, the item becomes a potential health risk, or causes offence, it will immediately be thrown away.

If you find an item of lost property on one of our buses or coaches, you should inform the driver before leaving that vehicle of the location of the item of lost property. **You should not touch or move the item if it looks suspicious.**

Should you wish to claim an item of lost property, we will need to establish that the item belongs to you. You will also need to provide proof of your name and address and describe the item of lost property or explain the contents of an item so we can establish you as the owner. **Contact details for our lost property offices can be found on the contact page of the website (the address of which is located at the end of these Conditions).**

If the item of lost property is a bag, or other container, it may be opened and examined by us in order to help identify the owner and the nature and potential value of the lost property. **We do not accept any responsibility to you if, as a result of opening the bag or other container, you suffer any loss, inconvenience, damage or cost as a result.**

There may be an administration fee charged to you on collection of an item of lost property. Items of lost property will normally need to be collected from one of our offices depending on where the item was lost. We may also agree to post the item of lost property back to you. In these circumstances, we will require advance payment of the postage and packaging before we are able to do this.

Our Tickets

The Company reserves the right not to accept or give change for £20 notes and requests that these should not be offered for payment wherever possible. £50 notes are not accepted.

Passengers must produce their ticket if required for inspection by an authorised person, and, if they fail to do so, pay the appropriate fare for their journey. A penalty fare may be charged by an authorised person in the event that travel has been obtained without holding a valid ticket or pass, or paying the correct fare, In cases of dispute between customers and drivers or inspectors regarding the correct fare, or the acceptance of return or other tickets, passengers shall pay the fare or penalty fare requested by that person and refer the matter to the Company. A refund will be made if there is an error.

Prospective customers who have no valid ticket, and are unable to pay their fare, will not be carried. However, subject to the provisions of those sections of these regulations dealing with passengers' behaviour, children aged under 16 will not normally be refused travel.

Passengers must, on completion of the journey for which they have paid, leave the vehicle if requested by the driver, or pay the appropriate fare for the continuation of their journey.

Passengers should examine their ticket and change upon receipt. Any discrepancy regarding change must be reported to the driver at once, as no claims can otherwise be accepted.

Fares are arranged in stages and zones, and passengers getting on a bus at a stop between stages will be charged as from the previous stage. Passengers getting off between stages will be charged to the next stage.

Unless there is a transfer fare arrangement, holders of ordinary single tickets are not allowed to break their journey. Return tickets are valid for one outward and one homeward journey between the same two stops (or a close equivalent) by the same route or a different route where the fare is the same, on the same day. Passengers may not break their journey in either direction.

Season tickets, other pre-purchased tickets and identity cards are subject to the following conditions:

(a) Holders of such tickets have no precedence over other passengers, and the company cannot be held liable for the consequences arising from any lack of accommodation on a particular journey.

(b) SAVER tickets are valid for unlimited travel within defined areas; these areas are described in appropriate publicity material. Season tickets are valid for travel only between the points shown on the ticket, or intermediately, via the route shown.

(c) Such tickets are not transferable (except full price adult key cards, providing it is not the same journey), and may be used only by the person(s) for whom the ticket was purchased. If a ticket is transferred, or attempted to be transferred, it will be confiscated, and both the person to whom it was issued and the person to whom it was transferred or attempted to be transferred, will be liable to prosecution. The law states that it is an offence for a passenger to use, or attempt to use, a ticket which has been altered or defaced, a ticket issued to another person where that ticket is not transferable, or an expired season or other such ticket without reasonable excuse. The Company will prosecute passengers who break the law in this way.

(d) Duplicates will not normally be issued in respect of SAVER tickets. However, a duplicate for a ticket of more than 3 months duration may be issued at the discretion of the Company if the holder is able to provide proof of purchase.

(e) In no circumstances will a duplicate be issued in respect of any ticket under 3 months duration or in respect of discounted SAVER tickets to students.

(f) Should a Scholars season ticket be lost, the holder must notify the Education Authority immediately, in writing. The issue of a duplicate will be subject to the consent of the Education Authority if that Authority has paid for the ticket.

(g) Should a ticket become defaced or illegible, it must be returned to the Company. If the Company is satisfied as to the ownership and cause of damage, a duplicate ticket may be issued, for which an administration fee will be charged.

(h) If a Season or SAVER in respect of which a duplicate has been issued is found, such ticket must be returned at once to the Company.

If a SAVER ticket is not required for any reason a refund may be available in certain circumstances. Each

case will be subject to review in accordance with the Company's procedures, and any refund will be entirely at the discretion of the Company. The Company reserves the right to refuse a refund on any ticket.

Refunds will not be made in respect of Christmas or Boxing Days, any other statutory holidays, any other days on which it can be foreseen that no service will be provided, or days on which the company has advertised a suspension of service. In the event of a suspension of services because of strikes, labour disputes, emergency or adverse weather conditions, any refunds or extension of validity of Season or other pre-purchased tickets will be entirely at

Refunds will be made by deducting from the purchase price of the ticket an amount equal to the price of tickets for the weeks used, part weeks of use counting as whole weeks. An administration fee may also be charged. For example. A 3 month ticket surrendered at the end of the 5th week. Refund = purchase price **less** price of a 4 week ticket plus a 1 week ticket.

Requests for refunds should be directed in the first instance to Customer Services at 43 Conway Street, Hove, BN3 3LT.

Up to three children under 5 years of age, accompanied by a fare paying adult or child passenger, and not occupying a seat, may travel free of charge on the Company's services.

Discount single fares (or day return fares where issued) will be allowed as follows:

Children of 5 and under 14 years of age.

Children aged 14, 15, 16, 17 and 18 upon production of a valid Bus ID card. At certain times, Bus ID card holders may receive further discounts, as advertised.

Data Protection

If we collect your personal data we will store and process that personal data in accordance with our Privacy Policy. A copy of our Privacy Policy is available on our website or can be obtained by writing to the operator at the address set out below. We will adhere to the requirements of the Data Protection Act 1998 at all times.

Animals

We welcome and encourage assistance dogs on our buses and coaches and they are carried and welcome aboard at all times. We would ask you, though, to ensure you comply with any reasonable instruction given by the bus driver or the conductor whilst you and your dog are on board.

A maximum of two dogs at any time are normally allowed on any of our buses but this will be subject to the discretion of the driver. Similarly, if you wish to travel with two or more dogs, you will need permission from the driver.

Other dogs (or a small animal) are welcome at the discretion of our drivers and, if they are permitted on board, they must be well behaved and of no danger or nuisance to other customers or our employees. Dogs can be dangerous so, where appropriate, they must travel in accordance with the Dangerous Dogs Act.

We reserve the right to ask you to leave the vehicle with your animal at any time if the driver feels that the animal in question is a danger to the driver, the passengers or you. If we do ask you to leave, you must do so at the time and place stated by the driver. We will have no liability to you as a result of the driver asking you to leave the bus or coach.

Please remember that animals are not permitted to travel on seats (although they can sit on your lap) and, if the animal causes damage, loss or injury due to it travelling on the vehicle or being on our premises you will be held responsible and we may seek to claim costs as a result. Any animal which is permitted to travel on our bus is at your risk.

We make no charge for the carriage of dogs and small animals although we do ask you respect the above rules at all times.

Breast Feeding

We support a mother's right to breastfeed her baby in public. This includes doing so on any of our buses and coaches. Many of our customers are mothers and children and we understand completely that babies need to be fed when they are hungry.

Force Majeure

We shall be relieved of any liability to you for any loss or damage if such loss or damage is due to: (i) you doing something or not doing something you should have done when on our buses or coaches; (ii) insufficiency of the packing of any luggage you bring on board one of our buses or coaches; (iii) a strike, lock-out, stoppage or industrial dispute, the consequence of which meant we were not able to provide the services expected; or (ii) any other event which we were unable to avoid or prevent by the exercise of reasonable diligence.

Contact Details

For all enquiries, suggestions or complaints, please contact us in one of the following ways:

Post: Customer Services, Brighton & Hove Bus and Coach Company 43 Conway Street, Hove, BN3 3LT.

e-mail: via contact us page at buses.co.uk

Phone: 01273 886200

Facebook: brightonbuses

Twitter: @brightonhovebus

Our registered office is 3rd Floor, 41-51 Grey Street, Newcastle upon Tyne, NE1 6EE, England and our company number is 307468.

Our lost property office is located at 1 Stop Travel Centre, 26 North Street, Brighton, BN1 1EB.

Complaints to the Bus Appeals Body

In the event you are not satisfied with the handling of your complaint, you may contact the Bus Appeals Body whose contact details are as follows:

BAB
c/o Bus Users UK
PO Box 119
Shepperton
TW17 8UX

Tel: 01932 232574

E-mail: enquiries@bususers.org

Website: www.bususers.org