

# Western Dales Bus

## Conditions of Carriage

*Revised 19 July 2021*

### 1) Introduction

This document contains the Conditions under which the Western Dales Bus carries you and applies to anyone who travels with us. The conditions do not affect your statutory rights.

### 2) General conditions

We aim to provide a safe, reliable and punctual service but there are occasions when we are unable to run as advertised due to factors outside of our control, such as road works, exceptional traffic congestion, extreme weather conditions and other unforeseen operating circumstances.

Wherever possible, we will take reasonable steps to advise you of any disruption to services, but in the event of cancellation, delay, diversion or termination of any service or the service being unavailable to you as a result of the vehicle being fully loaded or for any other reasons, we shall not be liable for losses, damages, cost or inconvenience that you suffer as a result.

We do not guarantee that services will connect unless we specifically advertise a guaranteed connection.

We do not in any way exclude or limit our liability for death or personal injury resulting from our negligence nor are your statutory rights as a consumer affected.

### 3) Conduct of passengers

We reserve the right to refuse you entry, or require you to leave our buses or premises at any time, should we have reason to believe that your behaviour jeopardises the safety, security and comfort of others.

When travelling with us you must in particular:

- wear a face covering unless exempt from doing so
- refrain from smoking either conventional or electronic cigarettes
- behave in a manner that is not abusive or threatening and does not cause offence to other customers or our staff
- refrain from eating and drinking items which make the environment unpleasant for other customers or otherwise cause offence
- refrain from consuming alcohol
- refrain from playing loud music or operating a personal device at a volume which may be heard by other passengers
- refrain from leaving rubbish or discarded items on the bus
- not be wearing soiled working clothes or carrying any soiled items which might stain the seats etc

- follow the instructions of our staff and act in a manner which shows due regard for the safety and comfort of other customers and company staff, including not standing on the vehicle, or sitting in gangways
- if the vehicle you are travelling on is fitted with seat belts, you are legally required to wear it
- notify a member of staff immediately if you sustain an injury whilst boarding, travelling on or getting off a bus
- follow the directions of staff concerning the maximum number of passengers that a bus is permitted to carry. All of our vehicles contain clear signage setting out their capacity
- except in an emergency, not talk to the driver whilst the bus is moving, obstruct the driver's vision or otherwise distract them
- have due regard at all times for the needs of our elderly, young and disabled customers
- not distribute leaflets, papers or other articles or offer anything for sale or collect for charity without our prior written consent
- not interfere with equipment fitted on the vehicle
- not deliberately damage or deface any part of the vehicle

Intending customers who, in the opinion of the driver or other company officer, appear likely to behave in an antisocial manner may not be allowed to travel.

If you are in breach of these and other statutory regulations you will be obliged to give your name and address to a company officer or may be restrained or removed from the bus or our premises by a company officer, 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 travelling with us following an incident of misconduct.

Whilst we will do everything we reasonably can to control conduct of other customers, we cannot be held responsible for their conduct.

## 4) Getting on and off the bus

In most urban areas, buses will normally pick up and set down passengers at marked bus stops.

Where there are no designated bus stops buses will stop on request where it is safe to do so. You should always pick a point away from parked cars, road junctions, etc and give a clear signal in good time to the driver of the approaching vehicle.

## 5) Carriage of wheelchairs, small prams and buggies

Subject to space being available and the discretion of the driver, we will carry small prams and unfolded buggies on low floor buses within the designated area but only when it is not required by a passenger in a wheelchair or approved mobility scooter (passengers in wheelchairs have absolute priority by law). Prams and buggies must not block the aisle of the vehicle at any time.

You are required by law to ensure that the designated wheelchair space is made available if a customer wishes to board with a wheelchair or disabled buggy or approved mobility scooter.

You are also required by law to co-operate in allowing proper use of the designated wheelchair space by vacating this space if it is required by a customer in a wheelchair, or by a disabled buggy or approved mobility scooter, provided this would not result in the bus being overloaded.. Failure to comply with this requirement will comprise a breach of Section 3 above and may lead to further action as set out in that Section.

## 6) Luggage

In the interests of the safety and comfort of all of our customers, we reserve the right, at the discretion of the driver, to refuse any large, unsuitable or awkward packages or an excessive amount of personal hand luggage.

You remain responsible for any items you bring. You may not be allowed to travel if, for example, the available space for carriage of luggage is already full or, if, in the opinion of the driver, your luggage or belongings will block gangways and access to emergency exits on the bus.

We cannot be held responsible for any loss or inconvenience to you if you are refused travel under these circumstances.

We reserve the right to request that you open any article of luggage for inspection by the driver or other company officer in your presence if, for reasons of security, it is considered necessary to do so.

Fragile items such as electronic goods, portable televisions, computers, radios etc will only be carried if they are of reasonable size and securely packed. We will not be responsible for damage to such items however caused.

Paint may only be carried in original and properly sealed containers of 2.5 litres or less.

Certain items cannot be carried under any circumstances in the interests of safety. These include accumulators, explosives, ammunition, weapons and combustible or otherwise hazardous materials including petrol.

## 7) Carriage of bicycles

We are not able to carry non-folding bicycles.

## 8) Animals

**Guide dogs, hearing or assistance dogs accompanying registered disabled persons:** these dogs are carried free of charge at any time. Assistance dogs should wear their harness or identification jacket when travelling.

**All other dogs:** One accompanied, well-behaved dog or other small animal which will not be a danger or a nuisance for other customers or our staff is allowed to travel with you on our buses at the discretion of the driver who may reasonably decide where on the bus the animal is best carried.

All dogs must be kept on a lead while on the bus and, if appropriate, must be muzzled in accordance with the Dangerous Dogs Act.

**All animals:** If you bring an animal onto a bus, you will be held responsible for any damage, loss or injury arising from its presence on the bus. 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.

## 9) Fares and ticketing

Whenever you board a bus you must pay the fare for the journey you intend to take to the driver or conductor whether specifically requested to do so or not. You should ensure that you are given a new ticket issued from the ticket machine which corresponds with the amount you have paid and is valid for your entire journey.

Single or return fares purchased on bus are normally calculated with reference to fare stages. If you board a bus at a location which is not a fare stage, you will be charged from the previous stage. Similarly, if you alight at a location which is not a fare stage, you will be charged to the subsequent fare stage. In certain areas a number of stops may be grouped together as one fare stage.

For some journeys, you may buy a return ticket which is usually cheaper than two single tickets. Return tickets are usually valid only on the day of purchase, unless clearly advertised otherwise, and sometimes have time restrictions as to their validity. 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. They are valid for one single journey in each direction.

Children aged under 16 and those people who, in the opinion of the driver, are vulnerable, at risk or in distress, and unable to pay their fare will be carried at all times providing their name and address can be given in order that the fare due may be collected at a later date together with any reasonable administrative costs.

There is no charge for up to 4 children under 5 years of age when travelling with another responsible passenger providing they do not occupy a seat to the exclusion of a fare paying passenger or are seated in a buggy in an appropriate space on the vehicle. Additional children will be charged as if they were aged 5 or over.

Children aged 5 or over will be charged a proportion of the adult fares.

## 10) Concessionary travel schemes

Western Dales Bus will accept concessionary passes issued by all local authorities in England as part of their concessionary travel schemes.

The terms, conditions and rules applying to these schemes are the responsibility of the pass issuing authority. When travelling on Western Dales Bus vehicles, concessionary passengers must additionally comply with all aspects of these Conditions.

## 11) Lost property

We will do all that we reasonably can to locate and return any property left on our premises or on one of our buses to its owner. If lost property is not claimed within a month, we will become the owner of the property and will dispose of it to a charity.

## 12) Complaints

We welcome suggestions and complaints because they help us to improve our services and put things right when they have gone wrong. We want people to contact us rather

than just stop using our services. We will handle complaints with tact and consideration and never take them personally.

If a customer feels unhappy about any aspect of the service that they have received they should, in the first instance, raise the issue immediately with the relevant Western Dales Bus person concerned. Thereafter, they should raise any outstanding concerns in writing with the Operations Manager via the Community Office or the company's website. He will endeavour to answer/resolve the matter at the time of contact, but if not able to do so, as soon as reasonably practical thereafter. If this initial contact does not address the customer's concerns they should detail their complaint to the Company Secretary by letter or email via the company's website, [www.westerndalesbus.co.uk](http://www.westerndalesbus.co.uk).

## 14) Amendments

These Conditions apply from 1<sup>st</sup> August 2016. They may be amended at any time and any revision will be advertised on [www.westerndalesbus.co.uk](http://www.westerndalesbus.co.uk).

## 15) Legal notice

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.

Should any provision of these Conditions be invalid or unenforceable this shall not affect the validity and enforceability of the remaining provisions.

These Conditions constitute the entire agreement between Western Dales Community Bus Service Ltd. and its customers. None of our staff are entitled to alter or vary any of the provisions of these Conditions.