

CONDITIONS OF CARRIAGE
AUGUST 2017 v1.0

1) Introduction

Acme Bus Co Ltd values your custom and will endeavour to ensure you travel safely and in comfort on a clean, reliable school bus service. This document contains the Conditions under which we carry you and applies to anyone who travels with us. Our Conditions are consistent with the relevant statutory regulations, including those relating to the conduct of passengers and lost property and do not affect your statutory rights.

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.

2) General Conditions

We aim to provide a safe, reliable and punctual service but there are occasions when we are simply unable to run as advertised due to factors outside of our control such as road works, diversions, exceptional traffic congestion, major events, 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

All passengers are carried subject to the provisions of the PSV (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990, as amended 1995. Those regulations say passengers must:

- Only enter or leave by the normal doors
- Show their ticket to the driver immediately on boarding and produce their pass for inspection by the driver or inspector on request.
- Surrender on request any ticket which has been defaced, altered or expired
- Not put at risk or cause discomfort to any person
- Not throw or trail anything from the bus (including out of the windows)
- Not smoke, including e-cigarettes or light a match. (our buses are all designated no smoking)
- Not sell anything or offer anything for sale, or distribute any paper or article
- Not speak to the driver except in an emergency or to ask for the bus to stop
- Not distract the driver or obstruct his vision without reasonable cause
- Not remain on the bus when asked to leave because the bus is full, the passenger is causing a nuisance or their condition is likely to cause offence

- Not play any musical instrument, radio, etc which annoys or is likely to annoy other passengers
- Not intentionally interfere with any equipment fitted to or in the vehicle.

Any passenger who breaks these Regulations **shall** give their name and address to one of our members of staff, a police officer or a police 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.

Any customer found causing damage or applying graffiti to the vehicle will be liable for prosecution.

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. 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.

4) CCTV

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.

5) Tickets

Travel on our school services is through either council funded travel or pre-purchased annual season tickets only.

Tickets are not transferable and may only be used by the person they are issued to and, if a photocard is required, are only valid when accompanied by a photocard bearing a true photographic likeness of the holder.

The sale of a season ticket is not a guarantee that the service(s) it is valid on will continue to operate for the whole period of validity of the ticket. If the service(s) are withdrawn or substantially altered during the period of validity of a season ticket, the Company will make a pro-rata refund of the unexpired portion of the ticket but will not have any further or continuing obligation to the ticket holder. Season tickets are valid for one return journey per day during the school term, between the specific points stated.

Where season tickets/passes are issued by local education authorities, specific conditions will apply as determined by the issuing authority.

If a season ticket is lost, the Company should be notified immediately. While there is no automatic right to a duplicate ticket, one may be issued at the Company's discretion. In any case, this will only be done once during the validity of a ticket, and an administration fee will be charged. If the lost ticket is paid for by a local education authority, that local education authority may need to give the

company permission to replace the ticket. Under no circumstances will a duplicate be issued for a ticket valid for 7 days duration or less.

If a ticket becomes illegible or defaced, it must be returned to us, upon receipt of which a duplicate may be issued and an administration fee charged. If once a duplicate has been issued, the original is found, it must be returned to the Company immediately.

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.

6) Refunds

If the individual no longer requires their season ticket, they may, under certain circumstances be able to gain a refund on the unused part of the ticket. Each application for a refund will be considered separately, and the Company reserves the right to refuse a refund on any ticket.

The Company will not make refunds against days when it can be foreseen that there will be no service (e.g. Christmas Day), or for days on which we have advertised a suspension of service. In the event of our services being unable to operate temporarily due to adverse weather, we regret that refunds will not be made on season tickets. If services are suspended for other reasons, any refund or extension to the validity of a ticket will be at the Company's discretion.

7) Luggage

Passengers' accompanied personal hand luggage is carried free of charge and is accepted at the owner's risk and we will not be responsible for any loss or damage to any luggage so accepted, unless caused by our negligence.

We reserve the right to refuse to carry any unsuitable, dangerous or awkward/large items or an excessive amount of personal hand luggage. Luggage must not be placed where it blocks the gangway or emergency exits or where it might cause a danger to passengers. We regret that we are unable to carry fixed frame bicycles; folding bicycles may be carried subject to sufficient space being available and the bicycle being covered.

8) Lost property

Customers are asked to take care to ensure that they do not leave any personal items on any vehicle. If anything is found on a service, it should be handed in to the driver, or failing that to a Company office as soon as possible. Drivers search their vehicles for lost property, and anything found is handed in to the local office. If something has only just been lost, it may be possible to claim it back from the driver if they are satisfied that the person concerned is the rightful owner. If this is the case, the driver must be provided with a name and address, and this information will be passed on to the Company.

If lost property is handed in, the Company is entitled to open any bags or packages in order to find out who the owner is, or how much the item is worth. If the owner can be traced, they will be informed that their property has been found. Unclaimed items will be kept for one month, unless they are of a perishable nature, when they may be disposed of within 48 hours. The Company reserves

the right to make a charge for the return of lost property. Lost property will be kept in safe custody until it is either claimed or disposed of, although no responsibility or liability can be accepted for any item or animal left on any vehicle.

9) Food, drink and litter

Customers should not consume any food or drink on the vehicle and should dispose of any chewing gum outside of the vehicle. Customers are requested to discard all litter in the bins or remove it from the vehicle.

10) Legal

These Conditions of Carriage, which may be amended from time to time by us without notice, commence in September 2017 and replace all previous versions published by us. They are made for the benefit of the parties to them and are not intended to benefit, or be enforceable by, anyone else. No waiver by us of any breach of these Conditions of Carriage shall be considered a waiver of any subsequent breach of the same or any other provision.

These Conditions of Carriage will be subject to English law, and the English courts will have jurisdiction in respect of any dispute arising from them.

11) Contact details

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

Post: Customer Services, The Green Barn, Shipton Bridge Farm, Widdington, CB11 3SU

Phone: 01279 871707

Email: enquiries@acme-bus.com

Our registered office is 5 Ducketts Wharf, South Road, Bishop's Stortford, Herts CM23 3AR

Our company number is 07368612.