

Conditions of carriage

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Introduction

yourbus values your custom and will endeavour to ensure you travel safely and in comfort on a clean, reliable bus service.

This policy 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.

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.

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:

- 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 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 employees, including not standing adjacent to emergency exits, the vehicle entrance, next to the driver or sitting in gangways, on staircases or standing upstairs on a double deck vehicle;
- 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 standing passengers that a bus is permitted to carry. All of our vehicles contain clear signage setting out their standing capacity;
- Except in an emergency, not talk to the driver whilst the bus is moving, obstruct the driver's vision or otherwise distract him;
- Have due regard at all times for the needs of our elderly, young and disabled customers and, in particular, vacate seats and spaces designed for the elderly and disabled when requested;
- 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.

Buses and premises may be fitted with audio CCTV to provide added security for our customers and staff. Appropriate signage will be in place where audio CCTV is in use and the video and sound recordings used solely for the monitoring of safety, security, service

quality and in support of relevant criminal and civil legal proceedings and complaint investigation. Images of you may be provided to the police, DVSA, the Traffic Commissioner or any other enforcement agency at their reasonable request.

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

Getting on and off the bus

In most urban areas, buses will normally pick up and set down passengers at marked bus stops. In busy areas, certain stops will be allocated to specific services.

You must not attempt to board or alight from a moving bus or from a bus which is stationary at a point which is not a designated bus stop such as traffic lights and road works etc.

You must not attempt to board a bus once it has left its designated stand in any bus station.

You must not use the emergency exits on any vehicle except in a genuine emergency.

In certain areas there are no designated bus stops and, in those areas, 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.

When you come to alight, you should ring the bell once in good time to alert the driver.

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 (passengers in wheelchairs have priority by law). Prams and buggies must not block the aisle of the vehicle at any time.

You are, however, required by law to ensure that the designated wheelchair space is made available if a customer wishes to board with a wheelchair (or, if no wheelchair user is travelling, a disabled buggy).

You are required 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 a disabled buggy) including repositioning small prams, folding any buggies and storing them in the luggage space.

Mobility scooters, regardless of size, are not accepted on our services.

Carriage of bicycles

Only folding bicycles are permitted to be carried on our services. Folding bicycles must be safely and securely stowed in the designated luggage area.

Luggage

In the interests of the safety and comfort of all of our customers, we restrict the size, type and quantity of luggage or other belongings which you can bring onto our buses and reserve the right to refuse permission for you to bring any item onto our buses.

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 cannot be held responsible for any loss or damage to your luggage or property whilst using our services. Items are carried entirely at your own risk.

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 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.

Animals

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.

A flat fare of £1 is charged per dog per journey travelling - regardless of distance.

Where appropriate, dogs must be muzzled or put on a lead in accordance with the Dangerous Dogs Act. 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.

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.

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

Lost property

The lost property regulations 1978 and the lost property (amendment) regulations 1995 state that property found on a PSV vehicle or on company premises is covered under the theft act of 1968 and is protected under this act to prevent theft by finding. In other words the finder must make all attempts to find the rightful owner of the property before he/she can take ownership.

If property is found on the vehicle by a passenger or the driver they both have a legal requirement to hand over the items. The passenger should hand it to the driver and any driver having any or finding property should hand it to their Traffic Supervisor at the end of their shift.

Lost property is normally returned to the Heanor depot at the end of the drivers shift. This is then logged by the Traffic Supervisor and put in a safe space.

Items of lost property are retained on company premises for a period of three calendar months. After this period, unclaimed items will either be disposed of or donated to a local charity shop.

Unfortunately in the interests of health and safety the company is unable to store any perishable goods and these items include but are not limited to food (regardless of sell by date), flowers, spices and liquids. This also applies to items that smell, are soiled, are dangerous or are illegal.

If you think you may have left an item of property aboard one of our vehicles please contact us on 01773 714013. Our phone lines are manned during normal office hours and you will need to give us a concise description of the item you've lost.

There is no guarantee that your item has been found but we will do our best to assist you.

Any items of lost property are to be collected in person from the Heanor Depot. This does not apply to small, flat, low value items such as travel passes (max. depth 5mm) and paperwork that can be posted using a normal postbox. However we take no responsibility for items sent back to passengers using this method.

Items of property cannot be placed on vehicles and sent to locations across our network. Oversize items that can travel via the postal system but don't fit in a normal postbox are to be collected in person.

If you collect an item from one of our depots, you'll need to bring relevant ID with you to prove the item is yours. You may have been given a reference number over the phone or by email - please bring this along with you.

Fares and ticketing

Whenever you board a bus, you must either:

- Show the driver a valid prepaid ticket or
- Pay the fare to the driver for the journey you intend to make.

Where you make payment to the driver, 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.

You should check any change and point out any discrepancies immediately as we cannot correct mistakes later.

Where possible, our drivers are happy to provide change but please be aware this may be very limited early in the morning or at the start of the drivers shift. We cannot always guarantee that change will be available.

Drivers are not able to accept £50 notes and may not always have sufficient change for other large denomination notes.

You must retain your ticket or pass for inspection by a company official on demand throughout your journey. If you are unable to show this, or if it has expired or been altered or tampered with, you will be liable to pay a fare for the journey which may be a Standard Fare depending on the circumstances. We will not refund you this fare if you later find the missing ticket or other document.

When you complete the journey for which you have paid or the validity of your pass or other relevant documentation expires, you must leave the bus or pay a fresh fare to your intended destination.

It is your responsibility to have a valid ticket for the whole journey and to carry any associated identification required for the purchase of the ticket you hold, such as student ID, proof of age etc, with you whilst travelling.

You are liable to prosecution if you do not hold a valid ticket, pass or other relevant documentation.

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.

You may not break your journey when travelling on a single or return fare unless local publicity specifically advises that this is possible (e.g. through fares).

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.

Where available, two-trip tickets can be purchased. This is similar to a return ticket but allows the return journey to be made on another day if required. There is no date when the second journey needs to be made.

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, address and contact number can be given in order that payment may be collected at a later date. In these cases, a flat charge of £5 will apply to cover travel and administration charges.

There is no charge for up 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.

Children aged 5 to 15 (inclusive) travel at a reduced rate (normally half standard adult fares). Drivers have the right to charge full adult fares if they feel a child looks older than 15 and have no identification to prove otherwise.

Students aged 16 and above are eligible for reduced fares on certain services we operative. Valid ID must be shown to obtain these fares.

It is your responsibility to look after any ticket you buy from us. We cannot be held responsible if you lose your ticket onboard our vehicles or damage your ticket and are

unable to refund any remaining periods on lost or damaged passes.

Refunds are not given should you no longer need to use a period pass that you have purchased from us.

On some services and at certain times of the year we run promotions and offers on some of the tickets we provide. These are limited time offers and can be withdrawn at anytime without any prior notification.

Concessionary travel schemes

Concessionary travel schemes for many categories of passenger are operated by all local authorities in England.

The terms, conditions and rules applying to these schemes are the responsibility of the pass issuing authority.

When travelling on our vehicles, concessionary passengers must additionally comply with all aspects of these conditions.

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. We know that customers want to be taken seriously more than anything else. When we have failed, we will offer a sincere, speedy apology and a genuine commitment to avoiding a repetition.

All suggestions and complaints whether in writing, by email, in person or by telephone will be investigated and dealt with.

We will provide a response as quickly as possible and always within one week of receipt, even if this is initially to explain what investigation needs to take place and how long this will take.

When comments or complaints are about matters outside our control, we will forward them to the relevant organisation and explain that we have done this.

Company details

Dunn Motor Traction Limited (trading as yourbus)
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Heanor
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**These Conditions of Carriage are valid from 05 June 2017
and replace any previous editions.**

*your***bus**