



First Essex Buses Ltd  
Bus Depot  
Westway  
Chelmsford CM1 3AR

**Terms & Conditions of Carriage**  
**First Essex Buses Limited t/a First Essex**  
**June 2006**

**Definitions**

“Essex Buses Limited”, “the Company”, “the organisation”, “First Essex” all mean: First Essex Buses Limited, Bus Depot, Westway, Chelmsford CM1 3AR.

“The passenger”, “the individual”, “the customer”, “the person” all mean: the fare-paying, travelling member of the public.

**Introduction**

First Essex Buses Limited welcomes all passengers onto its services. The Company hopes that customers enjoy their journeys with it. For general reasons of information and safety, First Essex Buses Limited draws the public’s attention to the conditions of travel which must be observed.

First Essex Buses Limited is the company’s legal name, although its buses and coaches will normally carry the name ‘First’.

This document sets out the conditions under which the Company provides bus services and sells tickets for travel thereon. It also covers the legal regulations which govern the way customers should conduct themselves when travelling on the organisation’s vehicles.

**Comments and suggestions**

The Company always welcomes comments and suggestions from customers. These and any enquiries or complaints should in the first instance be directed to the Customer Services department, by telephoning (01245) 26 28 28, for Mid Essex, (01206) 36 69 11 for North Essex or (01268) 52 52 51 for South Essex.

In the event of discontentment following the manner in which a query was handled, First Essex Buses Limited would ask individuals concerned to direct comments in writing to Customer

Services, First Essex Buses Limited, Bus Depot, Westway, Chelmsford, CM1 3AR. If the matter is still not resolved satisfactorily, it is possible to appeal to the Bus Appeals Body, an independent organisation including representatives of both operators and passengers. The BAB can be contacted via Bus Users UK, PO Box 320, Portsmouth, PO5 3SD (Tel: 023 9281 4493).

When travelling on the Company's vehicles, passengers are covered by the provisions of all relevant legislation and regulations, and in particular the various Public Service Vehicle Regulations. The most important of these are covered within this document. A full list of the relevant regulations is included at the end of these terms and conditions.

It should be noted that these terms and conditions only apply to passengers travelling on First Essex buses. If an individual intends to use a vehicle of another operator for all or part of a journey, First Essex Buses Limited advises that (s)he consults that operator's terms and conditions prior to travelling.

These conditions may be varied, altered or added to at any time without notice.

## **Times and Operation of Bus Services**

First Essex Buses Limited makes every effort to ensure that its services operate in accordance with the times advertised. Any alterations considered necessary are usually only introduced after the appropriate period of notice has been given to the authorities and customers. Unfortunately, exceptional circumstances sometimes mean that certain services must be temporarily or permanently withdrawn or altered without notice.

Sometimes, due to circumstances beyond the Company's control, it is not possible for services to run to the advertised timetable. Some services use very congested roads, and journeys will sometimes take longer than expected, and occasionally need to be diverted. Due to this, the purchase of a ticket cannot be assumed to be an undertaking that buses will depart or arrive at the times or places stated, that connections will be maintained, or that seats will be available.

*Further copies of the  
Company's Conditions of Carriage  
may be obtained by contacting the  
Marketing Department  
First Essex Buses Ltd  
Bus Depot  
Westway  
Chelmsford CM1 3AR  
Tel: 01245 293400*

be hired to private individuals or organisations. Under these circumstances, additional regulations apply and these will be advised when a quotation is provided.

First Essex Buses Limited does not currently run excursions.

## **English Law**

These Terms and Conditions of Carriage will in all respects be governed by the laws in force in England, and shall be subject to the jurisdiction of the English Courts.

## **Statutory Provisions:**

The Road Traffic Acts, 1960, 1972

The Transport Acts 1968, 1978, 1980

The Public Passenger Vehicles Act 1981

The Public Service Vehicles (Carrying Capacity) Regulation 1984

The Sports Events (Control of Alcohol) Act 1985

The Public Service Vehicles (Conduct of Drivers, Conductors and Passengers) Regulations 1990, amended 1995

Seating Capacity and Conveyance of Children Permitted Advertising (Private Hire)

The organisation cannot accept responsibility for any consequences in the event of alteration, delay or cancellation to any of its services, whether because of breakdown, adverse weather conditions or other circumstances. It is not possible to make refunds in respect of other forms of transport used in such situations.

If an individual attempts to board or alight from a moving vehicle, or one not halted at a recognised bus stop, (s)he does so entirely at his/her own risk. First Essex Buses Limited cannot be held liable for any resulting death or personal injury.

## **Payment of Fares**

Upon boarding the bus, passengers are asked to tell the driver the journey they intend taking, by stating their destination.

Passengers should pay their fare immediately on boarding the vehicle. If possible, tendering the exact, or close to exact money would be very much appreciated. It is not always possible for drivers to provide change for notes of £20 value and over. Whilst every effort will be made to provide change for these notes, the Company must reserve the right not to accept them in payment for fares. £50 notes, cheques or credit cards cannot be accepted on bus services. Passengers are reminded of the importance of examining their tickets and change on receipt, as errors cannot be corrected later.

Upon payment of a fare, the individual will be provided with a ticket for the journey. It must be produced upon request by an authorised person. If the passenger cannot produce the ticket, she/he will be required to pay again for the journey.

Once the customer has reached the end of their journey, which has been paid for, (s)he should either leave the vehicle or pay an excess fare in order to continue travelling. It may be necessary to surrender the ticket.

If the individual fails to pay their fare by the end of the journey, it should be paid to an authorised person before leaving the vehicle, unless another arrangement has been made - for example, by

way of an unpaid fare voucher.

Most fares are organised in stages. If a person boards a vehicle between stages, she/he will be charged as having boarded at the previous fare stage. Similarly, disembarkation between stages results in being charged the fare applicable to the next fare stage.

Except in the case of transfer tickets, it is not allowed to break the journey if an ordinary single ticket is purchased. Similarly, return tickets are valid for one outward and one return journey between the same stops; it is not allowed to break the journey in either direction. The two legs of a journey on a return ticket can be by different routes, provided that the fare is the same. If there is a requirement to transfer between services, the driver will issue the appropriate ticket where a connecting journey is available. From time to time, the Company may also offer for sale special tickets, and the conditions relating to these should be checked at the time of purchase. We reserve the right to withdraw any such tickets at any time. Drivers will advise customers re Day/Week/Month ticket validity if requested.

If on boarding the vehicle the individual is asked to pay a fare believed to be incorrect, First Essex Buses Limited would ask that the person pays the fare requested, and then refers the issue to Customer Services. It is not possible for the driver to override the ticket machine, but any errors will be rectified, and a refund given if appropriate. Similarly any disputes over whether a return ticket is valid should be directed to Customer Services.

Passengers who do not have a valid ticket and are unable to pay their fare may be requested to leave the vehicle. However, it is company policy that children under the age of 16 years will not normally be refused travel. Exceptions to this policy exist where a child persistently attempts to travel without paying the correct fare, or where the child breaches the conduct of passengers' regulations, set out in these terms and conditions.

Full details regarding fares on services are included in the relevant fare tables. These may be inspected by passengers at Head Office, or at the offices of the depot responsible for operating the service.

duties arise) the Company has the right to recover compensation for all loss, injury and damage suffered by the Company as a result of such a breach, including, but not limited to, costs incurred.

## **Smoking & Eating**

All First in Essex Company vehicles are 'No Smoking Zones' throughout. This is a positive response to public demand, and First Essex Buses Limited believes it is necessary for the health and comfort of its passengers. Smoking is therefore not permitted on any bus or service.

As a matter of courtesy to other passengers, it is requested that takeaway food, or any foods with strong aromas, are not consumed on the Company's buses.

## **Animals**

Animals are not allowed onto First Essex vehicles without the consent of the driver or other authorised person. The permission, once given may be withdrawn at any time. The only exception to this is for a dog accompanying the holder of a card issued by the Guide Dogs for the Blind Association, or the Hearing Dogs for the Deaf Association.

Where dogs are carried, there will be no charge for this service. No other animals will be carried at any time, except for small animals in suitable cages, or containers that can be carried as part of a person's luggage.

If dogs are to be carried, they must be accompanied by a fare-paying passenger, and are carried entirely at the owner's risk. The owner remains responsible to the Company and to any other person on the bus in respect of any injury, loss or damage done by, or caused by the dog. Dogs must remain on the floor and under no circumstances may they be allowed on the seats.

## **Private Hire & Excursions**

Occasionally, when vehicles are not required for service, they may

or imitation, loaded or unloaded. Under no circumstances may dangerous, combustible or offensive materials be brought on board.

The driver or other authorised person may also refuse to allow someone onto the bus on the grounds of safety, for example if that person is wearing clothing or has equipment which may cause danger, such as roller skates. If such clothing is worn or equipment carried, we cannot be held responsible for any resulting injury or damage.

If any of these regulations are breached, the person responsible may be removed from the vehicle, either by a member of staff, or by a police officer. The offending person must provide their name and address.

Although, as mentioned previously, it is not company policy to refuse children under 16 years of age travel, it should be noted that if someone under that age breaches these regulations, particularly with reference to vandalism or unruly behaviour, they may be removed, and First Essex Buses Limited would accept no consequential liability.

Any person who commits an arrestable offence may be detained or arrested by a company representative. Alternatively that person may be taken to a police station or to any police officer. No trespass to that person will have been committed in these circumstances.

The Company may operate CCTV cameras on vehicles to monitor the conduct of customers. Vandalism to Company vehicles and property will not be tolerated and may be reported to the police at the discretion of the Company. CCTV footage from Company vehicles may be passed to the police to be used as evidence in prosecuting criminal activity. The provisions of the Data Protection Act 1988 are observed by the Company in relation to the use of CCTV on its vehicles.

Without prejudice to all rights and claims otherwise available to the Company, in the event that customers breach any of the aforementioned conditions or any other conditions implied or duties owed as a matter of law (however such conditions or

Any customer who does not make payment of the appropriate fare immediately on being requested to do so by the Driver or a Company official, shall give his/her name and address to such Driver or Company official on demand. The Company reserves the right to photograph customers unable to produce photographic identification on demand in order to verify that the correct name and address have been given. The Company shall not make public or put on display photographs of customers taken for this purpose.

### **Fares evasion**

No passenger shall use or attempt to use in relation to their journey which they are taking or attempting to take:

Any ticket, pass or permit which has been altered/copied or defaced.

Any ticket, pass or permit of any type which has been issued to another person unless such ticket bears thereon an indication that it is transferable or

Any ticket, pass or permit of any type which has expired.

#### ***Every passenger shall:***

Declare if so requested by the driver, the journey they are taking or intend to take.

Every passenger shall produce their ticket when required to do so by a Company Official or any other authorized person of if they fail to produce their ticket, to pay the fare for the journey they intend to take or have taken.

On completion of the journey for which the passenger has paid their fare, leave the bus or pay the fare for any journey which they intend taking on the vehicle by way of continuation of that journey.

On demand by the bus driver or any company official, or any authorised person, surrender upon completion of the journey any ticket issued to them in respect of the journey.

On demand by the driver, any Company official or any other authorised person surrender any ticket, pass or permit held by the

passenger at the expiry period for which it was issued to him.

No passenger shall, without reasonable excuse leave or attempt to leave a Company public service vehicle without having paid the fare for the journey they have taken.

### **Standard fares**

The Company's officials are authorized to charge penalty fares to passengers:

- Found without a ticket, pass or permit
- Travelling to a point beyond that paid for
- Misusing pre-paid tickets
- Travelling at discounted fare without the required photocard
- Any other breach of the Conditions of Travel at the Company's discretion

The penalty fare is set at the level of £20 and is payable

- a) on the spot
- b) within 10 days of issue of notice of issue
- c) within 10 days of date of posting of notice of issue

Whichever is appropriate. The date of posting is deemed to be the date shown on any letter accompanying a postal penalty fare demand.

### **Season and Other Pre-Purchased Tickets**

There are numerous conditions attached to the issue of adults' or scholars' season tickets, and certain other pre-purchased tickets. Full details of these conditions are shown on the appropriate publicity material. However, in brief these state that:

The holders of such tickets do not have precedence over other passengers, and First Essex Buses Limited cannot be held liable for the consequences arising from a lack of seats on any particular journey.

Holders of season tickets can only travel between the two points stated, or between intermediate points on that route. The use of a season ticket outside that area would mean the holder would be required to pay an excess fare or may be prosecuted.

Scholars' term tickets are valid for one return journey per day

- (b) Put at risk, interfere with or cause discomfort to anyone else on the bus;
- (c) Throw or trail anything from the bus;
- (d) Smoke, carry lighted tobacco or substances, or light a match or cigarette lighter in any part of the bus;
- (e) Distribute leaflets or other items designed to give or gain information without the Company's permission;
- (f) Sell or offer for sale any article without the Company's permission;
- (g) Distract the driver, obstruct his/her view or signal for the vehicle to stop without reasonable cause;
- (h) Travel on any part of the bus not intended for the carriage of passengers;
- (i) Remain on the bus after being instructed to leave on the following grounds:
  - i. That by remaining, the load would be increased above the maximum permitted capacity;
  - ii. That a nuisance has been caused;
  - iii. That an individual's condition may cause offence to other passengers, or cause damage to the vehicle, or another passenger's clothing;
- (j) Play music in a way that causes annoyance to other people on board;
- (k) Interfere with any equipment with which the bus is fitted.

These regulations also cover people waiting to board buses, and state that they should not use offensive language or behave in a disorderly manner. They should also not make excessive noise or cause damage to the vehicle.

They also state that standing on the top deck of a bus is not permitted, and anyone travelling on the top deck should ensure that they have a seat.

It is an offence to bring firearms onto a vehicle - whether they are real

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 (s)he is 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, First Essex Buses Limited 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, she/he shall 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 right is reserved to make a charge of up to £2 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.

The above is a brief description of the regulations regarding lost property contained in the Public Service Vehicle (Lost Property) Regulations 1978 as amended in 1995. These regulations form part of these terms and conditions.

## **Conduct of Customers**

When on or waiting for a First Essex bus, both criminal law and other regulations govern. These laws and regulations form part of these terms and conditions, but are too long to reproduce here. In brief they state that the individual shall not:

- (a) Use a door on a bus for any other purpose than instructed by signs, unless told to do otherwise by a company official;

during the school term, between the specific points stated. Tickets are only valid at certain times of the day, and these times are clearly marked. They must be strictly adhered to unless special arrangements have been made. A valid photocard must also be produced at the time of boarding. If this is not done, the full fare must be paid, and this will not be refunded under any circumstances.

Travel warrants are normally only accepted when issued by the Armed Forces, Education Authorities, Health Authorities, Government Departments or the Post Office. When presented with a travel warrant, our drivers will retain the warrant and issue a ticket in its place.

If a person purchases a pre-paid ticket valid for unlimited travel within a given area or given times, (s)he is advised to check its validity at the time of purchase.

Unless otherwise stated, a season or other pre-purchased ticket must only be used by the person it was issued to. (exceptions to this rule are week/month tickets purchased on-bus and the FirstWeek in Essex ticket purchased from Travel Shops and Agents). If a ticket is transferred, it will be confiscated and the people involved may be prosecuted. It is illegal for passengers to attempt to use altered or defaced tickets, non-transferable tickets not issued to them, expired season tickets or other such tickets. First Essex Buses Limited may choose to prosecute individuals who break the law in this way.

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 organisation'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 a scholars' season paid for by a local education authority, that local education authority may need to give First Essex Buses Limited permission to replace the ticket.

In normal circumstances, no tickets other than seasons will be duplicated. However, if an individual can provide proof of purchase, an application for a duplicate ticket of another type may be considered.

In any case, any photographs required for the duplicate will have to be provided by the passenger.

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.

## Refunds

If the individual no longer requires his/her season ticket, (s)he 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 First Essex Buses Limited 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. If services are suspended for other reasons, any refund or extension to the validity of a ticket will be at First Essex Buses Limited's discretion.

It is not possible to give a refund for any ticket valid for 7 days or less, unless it is returned before the first day on which it is valid.

If a refund is granted, it will be calculated by considering the price of relevant tickets cover the portion of the ticket used.

*For example:*

A 13 week ticket surrendered at the end of the 5th week:

Refund = Purchase price – Price of 4 week ticket – Price of 1 week ticket.

For calculation purposes, a part week will be counted as a full week. An administration fee will also be applied.

Requests for refunds should be sent to First Essex Buses Limited, Bus Depot, Westway, Chelmsford, CM1 3AR.

## Child and Senior Citizen Reduced Fares

The Company offers reduced fares on its services, for children and senior citizens on many journeys. Up to 2 children under the age of 5 years are permitted to travel for free, provided they are with a fare-paying adult and are not occupying a seat. If more than 2 children who fit into this category are accompanying an adult, the additional children will be charged fares under the definitions in section 6.2.

People eligible for reduced fares on our services will fall into the following categories:

- (a) Children aged 5 years and over, but under 16 years;
- (b) Senior citizens in possession of an Essex concessionary travel pass, subject to its conditions;
- (c) Holders of relevant Essex County Council 'Bite' cards;
- (d) New Deal and Trident passes. Trident passes are available before 0900hrs

The above does not usually apply on journeys starting before 0900 hours. Child fares are also not usually available on journeys of over 3 miles before 0900 hours from Monday to Friday. However, child fares remain valid at all times during August and on public holidays.

These arrangements may vary on certain services. Persons unsure of applicable concessions should contact Customer Services on (01245) 26 28 28, for Mid Essex, (01206) 36 69 11 for North Essex or (01268) 52 52 51 for South Essex, who will be able to advise of the relevant fare.

## Luggage

Any luggage on our services is carried entirely at the owners' risk. First Essex Buses Limited cannot accept responsibility for the loss

Purchase of a ticket in advance to travel on the Stansted Airport services X22 and X30 does not guarantee a seat.

## Lost Property

Customers are asked to take extra care in ensuring that they do