

First Devon and Cornwall



# CONDITIONS OF CARRIAGE & PASSENGER REGULATIONS

## FIRST DEVON & CORNWALL



FIRST Devon & Cornwall  
The Ride  
Chelson Meadow  
Plymouth PL9 7JT

A FIRST GROUP COMPANY

CONDITIONS OF CARRIAGE & PASSENGER REGULATIONS

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## 1. INTERPRETATION

CCTV	Closed Circuit Television
Concessionary Fare Schemes	Schemes administered by Passenger Transport Executives or County Councils allowing specified classes of passenger to travel free of charge or at a reduced fare during specified time periods.
Pre-paid ticket schemes	Schemes administered by the Company, other companies, Passenger Transport Executives or County Councils allowing passengers to purchase tickets in advance for travel on local services in specified areas or at specified time periods.
Local Service	A service operated by the company for the carriage of passengers at separate fares, not being a long-distance service.
Long-distance service	a service operated by the company for the carriage of passengers at separate fares the scheduled length of journeys of which is thirty-one miles or more.
The Lost Property Offices	the Company's offices handling lost property. Details of these offices are available from the Company's offices and from drivers.
The Lost Property Regulations	The public Service Vehicles (Lost Property) Regulations 1978 SI1978 No 1684 and any statutory modifications or re-enactment thereof.
The Timetable	The timetables operated by the company's vehicles upon the routes comprising the Company's network, as published by the Company or by any authorised agent acting on behalf of the Company from time to time

## **GENERAL**

The company may operate CCTV cameras on vehicles to monitor the conduct of passengers. Theft, assaulted employee, smoking and vandalism to company vehicles and property will not be tolerated. Misuse of passes/tickets or any other contravention of the conditions of travel will at the company's discretion be subject to:

- a) Standard Fare
- b) Prosecution
- c) Reported to the Police

CCTV footage from the company vehicles may be passed to the Police to be used as evidence by the Police or the company in prosecuting criminal activity or in assistance of identification. The company in relation to the CCTV on its vehicles observes the provisions of the Data Protection Act 1998 and the CCTV Code of Practice.

Without prejudice to all rights and claims otherwise available to the company, in the event that passengers breach any of the foregoing conditions, or any other conditions implied or duties owed as a matter of law (however such conditions or duties arise) The company has the right to recover compensation for all loss, injury and damage suffered by the company or its employee as a result of such breach, including but not limited to costs incurred in repairing or replacing damaged property, injury and loss of revenue.

**The company shall at all times apply and construe the conditions in accordance with the provisions of the Human Rights Act 1988 and the regulations, as the same maybe amended from time to time.**

- 1) The conditions of carriage constitute the entire understanding between the company and its Passengers and shall override and exclude any purported variation thereof whether written or verbal unless authorised in writing on behalf of the Company by the Finance Director of the Company from time to time.
- 2) While the restrictions of liability contained in the conditions of Carriage are considered to be reasonable in all the circumstances it is hereby declared by the company that if any of the said restrictions shall be adjudged to be invalid as going beyond what is reasonable in all the circumstances but

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would be valid if part of the wording thereof were deleted and any consequential amendments thereto were made, the said restriction shall apply with such modifications as may be necessary to make it valid and effective.

- 3) When the Conditions of Carriage the company excludes or restricts its liability in respect of any loss, damage, expense or injury, the company does not intend thereby to exclude or restrict liability for death or personal injury resulting from its own negligence or that of its directors, employees or agents.
- 4) In the Conditions Of Carriage, including the attached Schedules, where the context so requires the masculine shall include the feminine and the singular shall include the plural.
- 5) The Conditions Of Carriage shall be operative from the commencement date until further notice.
- 6) The Company may revise the Schedules attached to the Conditions Of Carriage from time to time.

### 3. PROVISION OF SERVICE

- 1) The company uses all reasonable endeavors to maintain the services described in the timetables but reserves the following rights subject to meeting all legal and statutory requirements: -
  - a) For operational or other reasons to alter suspend or withdraw any service or vehicle without notice.
  - b) To alter the route or operating schedule of any service or vehicle without notice.
- 2) The company does not by the publication of the Conditions Of Carriage or of the timetables or any notice leaflet or handbill or otherwise undertake that its vehicles will comply with the schedules appearing in the timetables or that the services will operate in accordance with the timetables or at all. Accordingly the company will not be liable for any loss, damage or inconvenience arising from the suspension, cancellation or alteration in any manner of any of the services not from the failure of any vehicle operating any service to start or conclude its journey at the times appearing in the timetables nor from any delay (whether caused by breakdown, deviation from advertised route or otherwise) in the operation of any service
- 3) The contract of carriage between the Company and the passenger is limited to carriage upon the company's own route network and the liability of company (if any) shall be limited accordingly. Whenever the Company (save in the case of the breakdown of on of the Company's vehicles) makes arrangements for passengers to be conveyed on any other form of transport whatsoever the Company does so as agent only.

#### **4. CONDUCT OF PASSENGERS PUBLIC PASSENGER VEHICLES ACT 1981 & REGULATIONS 1990'**

Every passenger is carried subject to the Conduct Of Passenger Regulations. In addition and without prejudice to the effect of the Conduct Of Passengers Regulations passengers should note the following:

- 1)** When any vehicle is carrying passengers or waiting to pick up passengers a passenger or intending passenger shall not:
  - a) Use obscene or offensive language or conduct himself in a riotous or disorderly manner.
  - b) Enter or alight from the vehicle otherwise than by the doors or openings provided for the purpose nor attempt to enter or alight from the vehicle whilst the vehicle is in motion or when the vehicle is stationary for any cause other than its having been stopped by its driver for the purpose of allowing passengers to board and alight or the passenger having been requested to so by the driver, conductor or any Company official.  
Passengers acting in contravention of this condition do so at their own risk
  - c) When entering or attempting to enter the vehicle willfully and unreasonably impede passengers seeking to enter the vehicle or to alight there from.
  - d) Enter or remain in or on the vehicle when requested not to do so by the driver, conductor any Company official or any authorised person on the grounds that the vehicle is carrying its full complement of passengers or that the Company is debarred from picking up passengers at the place in question.
  - e) Travel in or on the upper deck of the vehicle unless he occupies a seat provided for that purpose, or in or on any part of the vehicle not provided for the convenience of passenger.
  - f) Willfully do or cause to be done with respect to any part of the vehicle or its equipment anything, which is calculated to obstruct or interfere with the working of the vehicle or to cause injury or discomfort to any person.
  - g) When the vehicle is in motion distract the drivers attention without reasonable cause or speak to him unless it is necessary to do so in order to give directions as to the stopping of the vehicle.

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- h) Give any signal, which might be interpreted by the driver as a signal from a conductor to start.
- i) Spit upon or from or willfully damage, soil or defile any part of the vehicle or employee.
- j) When in or on the vehicle distribute printed or similar matter of any description or distribute any article for the purpose of advertising.
- k) Willfully remove, displace, deface or alter any number plate, notice board, fare table, route indicator, or destination board or any printed or other notice or advertisement in or on the vehicle.
- l) When in or on the vehicle to the annoyance of other persons use or operate any noisy instrument or make or combine with any other person or persons to make any excessive noise by singing, shouting or otherwise.
- m) When in or on the vehicle throw any money onto the road of footway or throw out of the vehicle any bottle, liquid or litter or any article or thing likely to annoy persons to cause danger or injury to any person or property.
- n) Throw any article from the vehicle or attach to or trail from the vehicle streamer, balloon, flag or other article in such manner as to overhang the road.
- o) Willfully obstruct or impede the driver, conductor, or any company official or any authorised person.
- p) Except when a vehicle is on private hire smoke or carry a lighted pipe, cigar or cigarette in or on any part of the vehicle.
- q) Except when a vehicle is on private hire when in or on the vehicle beg, sell or offer for sale any article.
- r) If his condition is such as to be offensive to passengers, or the condition of his dress or clothing is such that it may reasonably be expected to soil or injure the linings or cushions of the vehicle or the clothing of other passengers, enter or remain in or on the vehicle after an authorised person shall have requested him either not to enter or to leave the vehicle in such latter case shall have tendered to him the amount of any fare previously paid.
- s) Enter or travel in or on a vehicle with a loaded firearm or firearms or any dangerous or offensive article. What constitutes an offensive article shall be at the absolute discretion of the driver or conductor.

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- t) Bring any animal into or onto the vehicle without consent of an authorised person or retain any animal in or on the vehicle after being requested by an authorised person to remove it or place any animal elsewhere in or on the vehicle than as directed by an authorised person.

Any person contravening these regulations may be removed from the vehicle by the driver, conductor, or on the request of the driver or conductor by any police officer.

- (2) No passenger shall use or attempt to use in relation to the journey, which he is taking or intending to take:-

- a) Any ticket, pass or permit of any type, which has been altered/copied or defaced.
- b) Any ticket, pass or permit of any type which has been issued to another person unless such ticket bears thereon an indication that is transferable. or
- c) Any ticket, pass or permit of any type, which, has expired.

- 3) Every passenger shall: -

- a) Declare, if so requested by the driver or conductor, the journey he has taken or intends to take.
- b) Unless the vehicle is being operated by the driver with a conductor, immediately on boarding the vehicle, unless otherwise directed by a company official or any other authorised person or by notice displayed he intends to take, or insert in any fare collection equipment provided to pay that fare, and where the vehicle is not being so operated, pay the fare for the journey he intends to take or has taken whether or not requested to do so and in either case accept any ticket provided therefore PROVIDED THAT this sub-paragraph shall not apply if the passenger is already a holder of a valid ticket, pass or permit in respect of the journey he intends to take or has taken and he complies with any directions on the ticket, pass or permit or by notice on the vehicle or given by a company official or any other authorised person, as to the inspection, perforation, endorsement or cancellation of the ticket, pass or permit by such person.
- c) Produce his ticket, if any, when required to do so by a company official or any other authorised person or if he fails to produce his ticket, pay by whichever of the means specified in sub-paragraph (b) or this paragraph is appropriate, the fare for the journey he intends to take or has taken.

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- d) On completion of the journey for which he has paid the fare leave the vehicle or pay, by whichever of the means specified in subparagraph (3b) of this condition is appropriate, the fare for any journey which he intends to take on the vehicle by way of continuation of that journey.
  - e) On demand by the driver, conductor, any company official or any other authorised person surrender upon completion of the journey any ticket issued to him in respect of the journey.
  - f) On demand by the driver, conductor, any company official or any other authorised person surrender any ticket, pass or permit held by him at the expiry of the period for which it was issued to him.
- 4) No passenger shall without reasonable excuse leave or attempt to leave a company public service vehicle without having paid the fare for the journey he has taken.
- 5)
- a) It is the responsibility of each passenger in accordance with the Conditions of Carriage to pay the fare for the journey he has taken or intends to take.
  - b) If a passenger is unable to pay the fare for the journey he intends to take the driver may issue an unpaid fare credit note stating the amount due to be paid. This amount must be paid at a company office within 3 days.
  - c) Every passenger not in possession of a valid ticket for the journey which he is making is liable to pay a standard fare, the amount of which is set out in schedule 7 and may be varied by the company from time to time.
  - d) In the event that any passenger without a valid ticket for the journey which he has made is not in possession of any or sufficient money pay the said standard fare, the passenger shall pay the mitigated fare as part payment of said standard fare or, the passenger shall give to the driver, conductor or company official his name and address and produce such identification as may reasonably be required to indicate that the details given by him are his true name and address.

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- a) Any passenger contravening the regulations combined in this condition (“Conduct of Passengers”) may be removed from the

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vehicle by the driver, conductor or an authorised company official on the request of the driver, conductor, authorised company official or any police officer.

- b) Any passenger in or on a vehicle who is reasonably suspected by the driver or conductor of/ or contravening the regulations contained in this condition (“Conduct of Passengers”) shall on demand give his name and address to the driver, conductor, authorised company official or any police officer and produce such identification as may reasonably be required to indicate that the details given by him are his true name and address.

## 5. STANDING PASSENGERS

The conveyance of standing passengers is governed by The Public Service vehicles (Carrying Capacity) Regulations 1984 (or any statutory modification or re-enactment thereof). In addition and with prejudice to the effect of the said regulations passengers should note the following:-

- 1) The maximum standing capacity of a vehicle shall be indicated by notice or notices displayed thereon.
- 2) No standing is permitted on:-
  - a) A vehicle with a seating capacity for less than 13 passengers.
  - b) A vehicle with a gangway any part of the height of which is less than 1.77 metres.
- 3) No passenger shall stand on:-
  - a) The upper deck or any step leading to the upper deck of any double-deck vehicle.
  - b) Any part of a gangway of a vehicle forward of the rearmost part of the driver's seat.
  - c) Any part of a vehicle in which the company has indicated by notice that no standing shall occur.
- 4) Boarding, alighting and stopping places
  - a) Vehicles will stop to pick up and set down passengers at points defined by a bus stop sign and (unless the contrary is stated in the timetable) on hail and ride services and in rural areas at the request of a passenger at any other place which the driver in his absolute discretion considers safe.

## **6. FARES**

- a) Mitigated fare a fare computed in accordance with the mitigated table.
- b) The fare for each journey undertaken shall be charged in accordance with the mitigated fare tables.
- c) Children, elderly and disabled and certain other categories of passenger shall be charged in accordance with conditions set out in the mitigated fare tables and in accordance with the conditions applying to any concessionary fare scheme in which the company participates.
- d) Unless stated otherwise in the fare table one child under five years of age not occupying a seat to the exclusion of a fare paying passenger will be carried for free if accompanied by an adult fare paying passenger. Children under five years of age occupying a seat to the exclusion of fare paying passengers will be carried at the appropriate child fare.
- e) Child fare will be payable up to the child's sixteenth birthday, after which a full adult fare will apply
- f) Any child sixteen and over must pay a full adult fare, unless in possession of a Young Person's Travel Pass, failure to do so, may result in a standard fare being issued.

## **7. STANDARD FARES**

The company's officers are authorised to charge standard fares, at the levels shown below, to passenger's found:-

- (a) Without a valid ticket, pass or permit
- (b) Traveling to a point beyond that paid for
- (c) Misusing pre-paid tickets
- (d) Traveling at half-fare without the required permit
- (e) Any other breach of the conditions of travel at the company's discretion

The standard fare is set at the level of £20.00

Standard fares are payable

- (1) On the spot or,
- (2) Within 10 days of date of issue or,
- (3) Within 10 days of date of posting

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

## 8. TICKETS

- 1) Tickets are issued subject to the Conditions of Carriage and to any other special conditions relating thereto published by the company from time to time. Where a ticket entitles the holder to make a journey or journeys upon a service operated by an operator or operators other than the company, the Conditions of Carriage of that other operator or operators shall apply to such a journey or journeys.
- 2) Fares for journeys on services operated by the company are set out in the mitigated fare tables. A fare or pre-paid ticket or other forms of pass, permit or token acceptable to the company must be tendered to the driver or conductor or inserted in any fare collection or ticket validation equipment on the bus in respect of every passenger or intending passenger whether or not payment is requested by the driver or conductor.
- 3) It is the responsibility of every passenger to ensure that he/she obtains a ticket issued in accordance with the conditions printed thereon, and to retain such ticket throughout his/her journey for inspection up on request by the driver, conductor or any company official. Tickets are not transferable. they remain the property of the company at all times, and must be produced when required by any company official.
  - a) Upon the issue of a ticket it is the passenger's responsibility to examine his change (if any) immediately and to report to the driver or conductor any alleged discrepancy therein. The company will not accept any claim in respect of the issue of change, which is not notified, to the company in the manner described in this sub-paragraph.
  - b) No refund will be made by the company in respect of lost, destroyed, damaged or defaced tickets.
- 5) Every Passenger not in possession of valid ticket for the journey, which he is making, is liable to pay the standard fare in accordance with the provisions of the conditions of carriage.
- 6) Pre-paid tickets are valid for travel on services operated by the company in accordance with the conditions applying to any pre-paid ticketing scheme in which the company participates.

## 9. PRE-PAID TICKETS

Terms and Conditions First Day, First Week, First Month, First Quarter, First Year.

- a) The Pre-paid ticket and photo card (where appropriate) are valid only on local bus services within the specified area operated by First Devon and Cornwall.
- b) The photo card is issued to the holder named on the front and may only be used when presented together with a valid First Month/Quarter/year ticket. The photo card number must appear on the valid ticket and be written on the tickets at the issuing office.
- c) The above tickets are not valid for use on Excursions, Tour, Football Specials or any Special Event Services.
- d) The ticket must be shown on demand to any authorised employee of First Devon and Cornwall or any representative of the operators specified in (a).
- e) Any misuse of any ticket may result in the complete withdrawal of the ticket and the holder may also be liable for payment of a standard fare and/or prosecution. No refund will be made for any unused portion of the ticket in these circumstances. In addition the company may charge the value of any period of misuse.
- f) The ticket is only valid when the necessary fee is paid and the appropriate expiry date is shown on the ticket or otherwise indicated i.e. Day, Weekly, Seven days, Monthly one calendar month, Quarterly three calendar months, Annual 12 calendar months.
- g) Any attempt to alter/copy or deface the photo card or ticket will result in its withdrawal and a Standard Fare may be issued.
- h) Applications for refunds for unused portions of tickets must be made in writing to First Devon and Cornwall Chelston Meadow, Plymouth PL9 7TT

A refund will only be granted on an unexpired quarterly or annual ticket. The refund will be made up from the unexpired full calendar months of a quarterly or annual ticket. No refund is permissible on weekly or monthly tickets. An administrative charge may be made for the redemption of an unexpired quarterly or annual ticket. The amount of the refund will be at the discretion of the company.

## 10. TERMS AND CONDITIONS-SCHOLAR/STUDENT TRAVEL PASS

- a) The Scholar/Student Travel Pass is valid only on local bus services within the specified area operated by First Devon and Cornwall between two specified points.
- b) The Scholar/Student Travel Pass is issued to the holder named on the front, if no photo accompany this pass, other means of identification maybe required as proof of identity.
- c) The Scholar/Student Travel Pass is not valid for use on Excursions, Tour or Football specials.
- d) The Scholar/Student Travel Pass must be shown on demand to any authorised employee of First Devon and Cornwall.
- e) Any misuse of the Scholar/Student Travel Pass may result in the complete withdrawal of the card and the holder may be liable for payment of a standard fare and or prosecution. No refund will be made for any unused portion of the ticket.
- f) The Scholar/Student Travel Pass is only valid if the correct valid date is clearly visible or when the necessary fee is paid and the appropriate expiry date is printed on the ticket i.e. term the last date of each University or College Academic Term, e.g. autumn, spring and summer.
- g) Any attempt to alter/copy or deface either the Scholar/Student Travel Pass will result in it's withdrawal and a standard fare maybe issued.
- h) A replacement can be obtained on stolen, lost or damaged Scholar/Student Travel Pass, at a cost of £5.

**11 YOUNG PERSON'S TRAVEL PASS**

- a) The Young Person's Travel Pass is valid on local bus services within Plymouth City boundary's and on other services operated by such other companies as may be specified from time to time.
- b) The Young Person's Travel Pass is issued to the holder on the front and may only be used when presented together with a valid term time, weekly or monthly travel pass.
- c) The Young Person's Travel Pass can be used to obtain a concession fare (not YPTP out of City) up to 09:00 and between 15:00 – 18:00 and a child fare at all other times, up to 21:30, after a full adults fare will apply.
- d) The Young Person's Travel Pass is only valid when the necessary fee is paid and the appropriate expiry date is stamped on the ticket i.e. weekly seven days in advance or a term ticket, which are stamped with the date of the end of the school academic term Autumn, Spring and Summer.
- e) Any attempt to alter/copy or deface the photo card or ticket will result in its withdrawal and may incur a standard fare
- f) The Young Person's Travel Pass is NOT TRANSFERABLE. It is valid for use only by the person named.
- g) It is valid Monday to Friday, for concession fare (11,c) and is also valid at weekends at the child rate of fare, up to 21:30.
- h) The Young Person's Travel Pass must be shown to the driver (and to any authorised official) on each journey, or the mitigated fare paid.
- i) Any misuse of Young Person's Travel Pass may result in the complete withdrawal of the card and the holder may also be liable for payment of a standard fare or prosecution. No refund will be made for any unused portion of any accompanying pass in these circumstances.
- j) The most reasonably direct bus route must be to and from school.
- k) A replacement Young Person's Travel Pass can be obtained for lost or stolen passes, at a cost of £5.

### 13. CARRIAGE OF ANIMALS

- 1) Without prejudice to the succeeding provisions of this condition animals accompanying passengers are carried on the company's vehicles at the absolute discretion of the driver or conductor of the vehicle upon which it is proposed that an animal should be carried and the driver or conductor shall be entitled to demand the removal of any animal from any vehicle at any time.
- 2) It shall be the responsibility of the owner (which expression shall for the purpose of this condition include any passenger who brings or proposes to bring an animal on to any company vehicle) to ensure that any animal brought by the owner on to any company vehicle is kept under proper control at all times and does not cause a nuisance to the driver or conductor of the vehicle or to other passengers thereon.
- 3) Every animal carried by the company is carried at the owner's risk and the company shall not be liable for any loss of or injury to any animal carried by the company.
- 4) Without prejudice to sub-paragraphs (1-3) above the following provisions shall apply to the carriage of dogs by the company: -
  - a) Dogs shall be carried on local services only.
  - b) The charge to be made shall be specified in the company's fare book, and may be varied by the company from time to time.
  - c) No charge will be made for a guide dog accompanying a blind person.
  - d) Dogs must not be allowed on the seating of any vehicle.

## 14. LUGGAGE AND PARCELS

### 1) Luggage Accompanying Passengers

- a) Without prejudice to the provisions of this condition luggage accompanying passengers is carried at the absolute discretion of the driver or conductor of the vehicle upon which it is proposed that the luggage should be carried.
- b) Luggage accompanying passengers must not obstruct any gangway in any vehicle, nor must it be placed on any seating space.
- c) The following items shall not be carried by the company:
  - i) Explosive or combustible material of any type whatsoever.
  - ii) Bicycles, perambulators, non-folding pushchairs, surfboards and non-folding invalid chairs.
  - iii) Any individual item of luggage (except suitcases) weighing in excess of 28 lbs.
- d) Accumulators and other types of lead/acid batteries shall not be carried unless securely sealed and shall at all time be carried on the floor of the vehicle.
- e) The safety and security of a passenger's luggage shall be that passenger's responsibility and except where caused by the negligence of the company, its employees or agents a passenger shall be liable for any injury, damage or loss caused to the company, its property, employees or agents by any luggage brought by him on to the company's premises or vehicles and shall indemnify the company against any liability to third parties for any injury, damage or loss caused thereby.
- f) The company shall not be liable for any loss of or from or for any damage caused to luggage accompanying passengers except where caused by the negligence of the company, its employees or agents. In the event of the company being liable under this subparagraph such liability shall in respect of any one claim be limited to a maximum of £400 per passenger or, if of lesser value, be based on the assessed value of the luggage.

## 15. LOST PROPERTY

Lost property is dealt with by the company in accordance with The Public Service Vehicles (Lost property) Regulations 1978. In addition and without prejudice to the effect of the lost property regulations passengers should note the following: -

- 1) Any person who finds the property accidentally left in a vehicle shall immediately hand it in the state in which he found it to the driver or conductor of the vehicle or where this is not practicable, deliver it to a lost property office.
- 2) Immediately before, or on, the termination of any journey of a vehicle the driver or conductor of the vehicle shall search the vehicle so far as practicable for any property accidentally left in the vehicle.
- 3) The driver or conductor of a vehicle to whom any property is handed in accordance with regulation (1) above or who himself finds any property in a vehicle shall, as soon as possible and in any case within 24 hours (unless the property has returned to its owner under paragraph (4) below), deliver the property for safe custody in the state in which it came into his possession to the operator of the vehicle or his representative.
- 4) If before such property has been forwarded to a lost property office by the driver or conductor in accordance with the lost property regulations it is claimed by a person who satisfies the driver or conductor that he is the owner it shall be returned to that person without fee or reward upon that person giving his name and address to the driver or conductor.
- 5) Any passenger leaving property on a vehicle is advised to report the loss to a lost property office as soon as possible giving full particulars of the property lost. All applications by post relating to such property must be accompanied by a stamped addressed envelope.
- 6) Persons claiming lost property (other than described at (4) above) shall be liable to pay to the company a fee in accordance with the lost property regulations as listed in appendix 2.
- 7) Perishable goods will not be kept more than 48 hours from the time at which they are found. Any property, which in the view of the company is or becomes objectionable may (at the company's absolute discretion) be destroyed or otherwise disposed of at any time.

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- 8) Where any property is contained in a package, bag or other receptacle the operator or his representative may cause such receptacle to be opened and the contents examined, or require any claimant to open it and submit it and its contents for examination. If the operator or his representative deems it necessary for the purpose: -
  - a) Of identifying and tracing the owner of the property. or
  - b) Of ascertaining the nature of the contents or valuing the property.
- 9) Where any property is forwarded to a claimant all costs of packing and carriage shall be paid to the company by the claimant.
- 10) Any property unclaimed within three calendar months will be disposed of in accordance with the lost property regulations.

## 16. EXCURSIONS AND TOURS

- 1)
  - a) The Conditions of Carriage shall apply to every excursion organized and operated by the company. The regulations in the succeeding sub-paragraphs of this condition shall also apply to the company's excursions.
  - b) Where the company is acting as an agent in providing a vehicle or vehicles to operate an excursion or tour the conditions and regulations of the company, organizations or agency responsible for organizing the excursion or tour shall apply.
  - c) The attention of passengers is drawn to the booking conditions applying to the excursions and tours operated by the company which are available from company offices and which shall apply to all company excursions and tours in addition to (but not to the exclusion of) the Conditions of Carriage.
  - d) Any arrangements for hotel accommodation, meals, refreshments, admissions to or for the use of premises, or for the use of steamers, boats, vehicles, trains, ferries or other means of conveyance operated by persons or bodies other than the company are made by the company as agent for or of behalf of the passenger, on the express condition that the company shall not be responsible for any loss, damage, injury, delay or inconvenience howsoever caused as a result of any such arrangements for such matters or use thereof. Such arrangements are subject to any by-laws, regulations or conditions of the provider of the facility.
- 2) Tickets for every excursion must be purchased before the commencement of such excursion. It shall be the responsibility of the passenger to ensure that he has a valid ticket and that the details shown thereon relating to the excursion are correct.
- 3)
  - a) subject to the provisions of sub-paragraphs (3b) and (3c) below no ticket for any excursion may be altered or amended in any way after issue.
  - b) A refund will be made to a passenger surrendering a day excursion ticket three days or more prior to the advertised date of the excursion in respect of which it has been issued. If a day excursion ticket is surrendered less than three days prior to the advertised date of the excursion a refund will be made only if that ticket is

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purchased from the company by another intending passenger prior to the departure of such excursion.

- c) Upon cancellation for any reason by a passenger of a booking in respect of any excursion of more than one day's duration the following provisions shall apply: -
  - i) Any deposit paid by the canceling passenger shall be forfeited in any event.
  - ii) In the event of cancellation less than 42 days before the date of departure of the excursion the canceling passenger shall pay a cancellation charge in accordance with the following scale of charges: -
    - 29-42 days-30%
    - 15-28 days-45%
    - 11-14 days-60%
    - departure date or after-100%
- 4) The company uses all reasonable endeavors to ensure that excursions operate as advertised but reserves the following rights: -
  - a) For operational or other reasons to alter the published itinerary and timetable of any excursion, or to cancel any excursion.
  - b) To substitute for any advertised excursion an excursion different from that advertised.
- 5)
  - a) The company does not by the publication of the Conditions of Carriage or of any notice leaflet or handbill or by the issue of any excursion ticket undertake: -
    - i) That any particular excursion will operate on the date or at the time advertised, or at all.
    - ii) That a vehicle or vehicles of any particular type or description shall operate any particular excursion.
  - c) The company shall not be liable for any loss, damage or inconvenience caused by any delay in the running of any excursion or the alteration in any manner or by the cancellation of any excursion. In the event of the cancellation of any excursion and the failure of the company to provide a substitute excursion as contemplated by sub-paragraph (3b) of this condition the tender to

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passengers of those sums paid for the tickets in respect of such excursion as contemplated by sub-paragraph (3b) of this condition the tender to passengers of those sums paid for the tickets in respect of such excursion shall be the full extent of the company's obligations and such tender of repayment shall constitute a full discharge of any claim or claims against the company.

**17. HIRE OF THE COMPANY'S VEHICLES**

- 1) The company's public service vehicles are hired subject to the provisions of the Road Traffic Acts (and to all statutory modifications and re-enactments thereof) and to the Conditions of Carriage, and the acceptance by the hirer of the company's private hire quotation for the hiring of a company public service vehicle ("the hire") shall constitute acceptance of the Conditions of Carriage. For avoidance of doubt condition 14 (1) ("luggage accompanying passengers") shall apply to all private hire contracts.
- 2) The route to be taken by the vehicle on hire and the schedule to be followed by that vehicle shall be as notified by the hirer at the date of the contract for the hire. Any deviation from that route and schedule required by the hirer ("the notified route and schedule") must be notified in writing to the company prior to the date of the hire. The hirer should note that drivers of vehicles on route and schedule or either of them (save for safety or operational reasons).
- 3) The hirer shall not use any vehicle nor permit it to be used to provide a local service as defined by section 2 of the Transport Act 1985 or any other service for the carriage of passengers at separate fares, except in the circumstances defined in parts II and III of schedule 1 of the public passenger vehicles act 1981 without the express authority of the company.
- 4) Any arrangements made by the company on behalf of the hirer for refreshments, hotel accommodation or entertainments and for the use of any means of conveyance other than the company's own vehicles (save for other than those operated by the company) shall be made as agent for the hirer only.
- 5) Any damage caused to a vehicle on hire by any of the passengers thereon during the period of the hire shall be made good at the expense of the hirer thereof who shall indemnify the company in respect of such damage.
- 6) Contracts of hire for journeys to sporting or other special events may be subject to special conditions relating thereto issued by the traffic commissioner from time to time and are subject to the Provisions of the Criminal Justice (Scotland) Act 1980, the Sporting Events (Control of Alcohol etc) Act 1985 or any amendment or re-enactment thereof.
- 7) It shall be the responsibility of the hirer to ensure compliance with all statutory and other provisions applying from time to time restricting or otherwise regulating the carrying of alcohol on any

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vehicle hired and the hirer shall indemnify the company in respect of any costs, claims or proceedings arising from the unlawful carriage of alcohol on any vehicle or vehicles hired.

- 8) The company shall use all reasonable endeavors to ensure that the hire shall be operated by a vehicle or vehicles of the type or types specified in the contract of hire but shall not be liable for any loss, damage, delay or inconvenience caused by failure to operate the hire with a vehicle of a different type or types.
- 9) The company shall not be liable for any loss, damage, delay or inconvenience caused by the failure of any vehicle on hire to start at the specified time of the hire nor for any deviation from the route notified by the hirer (including any failure to complete such route) or for any delay in the operation of the hire caused by operational difficulties, breakdown or in any other manner.
- 10)
  - a) In the event of the cancellation of any hire by the company the tender of repayment to the hirer of all sums paid in respect of the hire shall be the full extent of the company's obligations and such tender of repayment shall constitute a full discharge of any claim against the company.
  - b) In the event of the cancellation of any hire by the hirer or by any person or body representing the hirer the company shall not be liable to make any repayment of any sum or sums paid in respect of the hire and any such repayment shall be at the company's absolute discretion.

**18. CONDITIONS FOR PRIVATE HIRE**

1) Application

These conditions apply whether a contract has been made verbally or in writing.

2) Quotations

Quotations are made subject to a vehicle suiting the hirer's requirements being available at the time of acceptance. Quotations are based on costs prevailing at the time in accordance with details provided by the hirer. Quotations are valid for 28 days from issue or for any period specified. Unless otherwise stated admission charges and parking charges at special events are not included.

3) Use of vehicle

Unless previously agreed by the company, the vehicle is not available for the use of the hirer other than for the journeys and times stated. There are restrictions on advertising of local private hire. the company can advise on the matter if so required.

4) Drivers' hours and rest periods

The hours agreed with the company for the operation of any hire(s) must be observed (other than in the case of serious emergency or diversion) so that current regulations governing drivers' hours and rest periods may be complied with. The company reserves the right to curtail or otherwise alter any hire, which does not comply with the relevant regulations.

5) Seating capacity

Not more than the maximum number of passengers indicated may be carried on each vehicle. For some hiring's it may be possible to carry an additional number of children aged 14 years or less but only with the prior written agreement of the company.

6) Conveyance of animals

On a private hire, no animal may be carried on any vehicle without the prior agreement of the company.

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7) Confirmation

Normally, written confirmation by the company is the only basis for the acceptance of a hiring or for a subsequent alteration in its terms.

8) Payment

Any requested deposit must be paid by the time stated, and payment in full must be made before the start of the hire unless the company has agreed in writing to a variation in this condition. The company reserves the right to add interest at a rate of 2% compound interest per calendar month, after the date by which payment should have been made.

9) Cancellation by hirer

In the event of cancellation by the hirer, the company reserves the right to retain any deposit. The hirer shall be liable to the company for any losses incurred by the company as a result of the cancellation or part cancellation but not exceeding the full cost of the hiring.

10) Cancellation by the company

In the event of any emergency or of any action by the hirer to vary the agreed conditions unilaterally the company may, by returning all monies paid and without further or other liability, cancel the contract.

11) Route and time variation

Should a vehicle be detained by the hirer, or taken on a longer journey than that contracted for, the company reserves the right to make an additional charge commensurate with the costs incurred. During the hiring, the driver must be the judge of the reasonableness of any request for a change of route or time. In any event the vehicle(s) will depart at the agreed time and the company will not be liable for any loss or injury sustained by a passenger failing to join the vehicle at the appointed time.

12) Change of vehicle

The company reserves the right to provide a larger vehicle than that specified but at no additional charge unless any extra seats are used. The company reserves the right to substitute other vehicles of

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similar quality, including those of other operators, for all or part of the hiring.

13) Breakdowns and delays

The company gives its advice on journey times in good faith but does not guarantee the completion of any journey at a specific time and will not be liable for loss or inconvenience caused by breakdown or other delay.

14) Agency arrangements

Where the company hires a vehicle from another operator at the request of the hirer and where the company arranges ancillary facilities, such as meals, accommodation, streamers, boats, ferries, admission tickets or any other services provided by another contractor, it does so as Agent for and on behalf of the hirer on the express condition that the company shall not be responsible for any loss, damage, injury or delay or in contingency howsoever caused as a result of any such arrangements. Any terms and conditions imposed by such other contractors through the company shall be binding on the hirer as if he had directly contracted such services.

15) Passenger's property

Unless previously agreed with the company, the driver has discretion as to carriage of passengers' luggage and its storage. The company will not accept liability for any damage to or loss of any property, which belongs to any passenger and is left in a vehicle. Passengers leaving any personal property on any company vehicle do so at their own risk. All articles of lost property recovered from a vehicle will be held at the lost property office nearest to the depot at which the vehicle is based.

16) Conduct of passengers

The driver is responsible for the safety of the vehicle. Any passenger whose conduct is in breach of statutory regulations may be removed on the driver's authority. The hirer will be held responsible for the conduct of passengers and for any damage caused to the vehicle by passengers during the hiring.

17) Complaints

Any complaints in respect of the company's services should be made in writing to the company's registered office as soon as possible but within 3 days of the termination of the hire during which the cause of the complaint arose.

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18) Notices

No bill, poster, sign or notice is to be displayed on any vehicle without the written consent of the company.

19) Refreshments

Other than on a vehicle fitted for that purpose, food and drink except small items of confectionery (such as sweets and chocolate) may not be consumed on the vehicle without the prior agreement of the company or the driver.

20) Surcharges

Where more than 28 days elapse between acceptance of the quotation and the performance of the contract, the company reserves the right to pass on any increase in its cost as a surcharge. However, it guarantees to limit any price increase to a maximum of 5% of the quoted price.

21) English law

Orders are only accepted in that the Law of England shall apply to the contract arising from such an order and to the determination of the rights and liabilities of the representative parties and in that no action or other proceedings shall be brought by either party in relation to such contract except in a court of competent jurisdiction in England.

