

**First Essex Buses Limited, Bus Depot, Westway, Chelmsford, Essex,  
CM1 3AR**

## **CONDITIONS OF TRAVEL**

**ISSUE DATE: JUNE 2019**

### **LIABILITY AND COMPLAINTS**

#### **LIMITATIONS OF OUR LIABILITY TO YOU**

Journeys may take longer than expected or may need to be diverted or cancelled. Where possible, we will advise passengers of disruptions.

We shall not be liable for direct or indirect losses, damages, cost or inconvenience that you suffer as a result of cancellation, delay, diversion or termination of any of our services, or of our services being unavailable to you as a result of the vehicle being fully loaded, at capacity or for any other reasons, save to the extent that any losses are covered by fixed compensation schemes which are specified locally.

We shall not be liable for any loss of or damage to your property, including any lost property placed under our control, except where specified in these Conditions.

Further information is available at Condition 2 of these Standard Conditions of Travel.

These Conditions do not affect your non-excludable statutory rights as a Consumer.

#### **COMPLAINTS HANDLING**

If you wish to make a suggestion or complaint about a bus service or driver you should be aware that the provider of that service is a bus operating company (and not FirstGroup plc). The name of the relevant bus operating company may be shown on your ticket or on the applicable bus timetable for your journey.

It will assist in handling your suggestion or complaint if you can identify the relevant bus operating company when making any complaint.

Each of our UK Bus regions has a dedicated Customer Services team responsible for handling suggestions and complaints efficiently and effectively. Contact details of your local operator can be found on our website by selecting your local operator's section of the website. Alternatively, you can find contact details for your local operator by going to our website and selecting your location ([http://www.firstgroup.com/ukbus/contact\\_us/](http://www.firstgroup.com/ukbus/contact_us/)). This will provide you with phone and postal contact details, as well as the facility to contact us online by completing a 'Contact Us' form. Information on how to contact your local operator is also available on all buses, in all timetables and, where possible, in information leaflets.

Further information is available at Condition 12 of these Standard Conditions of Travel.

# 1 INTRODUCTION

- 1.1 Throughout these Conditions, references to the “Company”, “we”, “us” and “our” should be read as referring to First Essex Buses Limited, Bus Depot, Westway, Chelmsford, Essex, CM1 3AR.
- 1.2 The attention of all Customers is drawn to these Conditions, which apply to all travel on our bus services, unless stated otherwise. Customers must adhere to these Conditions and we will do the same.
- 1.3 These Conditions apply from the issue date shown above to all our bus services (excluding any services provided on behalf of Transport for London) and replace all previous terms and conditions of carriage or travel issued by FirstGroup plc and/or any of its UK Bus operating companies.
- 1.4 We reserve the right to vary, alter or amend the Conditions from time to time without notice. There may also be specific variations and/or supplements to these Conditions on certain services (including, for example, where they are operated on behalf of other organisations) – these variations will be available locally.
- 1.5 These Conditions are consistent with the relevant statutory regulations, including those relating to the conduct of passengers, and do not affect your statutory rights. Words with special meanings (shown by the use of capital letters) are explained at the end of this document.

# 2 GENERAL CONDITIONS

- 2.1 We aim to operate services as advertised in our timetables but there may be occasions when journeys take longer than expected and/or services may need to be diverted or cancelled due to factors beyond our control. These factors may include, without limitation, traffic congestion, road traffic accidents, road works, road closures, major events, adverse weather conditions or other unforeseen operating circumstances.
- 2.2 To the extent possible, we will advise Customers of any disruption to our services. However, in the event of cancellation, delay, diversion or termination of any of our services, or of our services being unavailable to you as a result of the vehicle being fully loaded, at capacity or for any other reasons, we shall not be liable for direct or indirect losses, damages, cost or inconvenience that you suffer as a result, save to the extent that any losses are covered by fixed compensation schemes which are specified locally.
- 2.3 Customers are responsible for their own onward travel arrangements. We do not guarantee that our service will connect with any bus, train or other service at the time specified in the timetable. You should make appropriate allowances or alternative arrangements to ensure you are able to make any onward travel arrangements you have made.
- 2.4 We accept no liability for a holder of a valid pre-paid ticket or valid pass being unable to use such ticket or pass due to lack of room on a vehicle, or where it is at full capacity or failure of a service to operate. Customers holding a valid pass or valid pre-paid ticket have no priority over other fare paying Customers.

- 2.5 We shall not be liable for any loss of or damage to Customer property, including 'lost property' placed under our control, except as otherwise specified in these Conditions.
- 2.6 We do not in any way exclude or limit our liability for death or personal injury resulting from our negligence (or that of our employees or agents), nor for any other events our liability for which cannot be excluded (including, without limitation, pursuant to EU Regulation 181/2011 and associated national legislation).

### **3 GETTING ON & OFF THE BUS**

- 3.1 You may only get on or off the vehicle at designated bus stops or stopping points on the specific route on which travel is taking place. Where a 'hail and ride' scheme operates, you may only get on or off, on request, at places considered safe by the driver.
- 3.2 You should indicate clearly to the driver of an approaching bus if you wish to get on the bus. You must be at a bus stop and give such indication in sufficient time to enable the driver to stop safely. In all other circumstances we accept no responsibility if the driver does not stop or permit you to board the bus.
- 3.3 When you get on a bus for travel you must either:
- (a) show the driver a valid ticket or valid travel pass or other form of authority to travel;
  - (b) validate a 'smart' payment card or device using the on-board ticket machine or device reader; or
  - (c) pay the correct fare for the journey intended, whether specifically requested to do so or not.

You should present any 'safer journeys' card or similar to the driver at the same time.

- 3.4 Where your ticket is an 'M-Ticket', these Conditions are in addition to the terms and conditions applicable to that M-Ticket. In the case of any inconsistency, the terms and conditions applicable to that M-Ticket (including any limitation on time for presenting that M-Ticket) will have precedence.
- 3.5 Where your ticket or fare is subject to proof of entitlement your ticket will not be valid without the relevant qualifying photocard or other qualifying proof of entitlement.
- 3.6 You must not use the emergency exits on any vehicle except in a genuine emergency or where instructed to do so by the driver.
- 3.7 When you wish to get off the bus, please ring the bell once to alert the driver. For your comfort and safety, please give the driver sufficient time to be able to slow down properly for your stop. For your own and others' safety, you are requested to remain seated until the vehicle comes to a complete stop.
- 3.8 Save in exceptional circumstances, the driver is not permitted to allow passengers to get on or off when the vehicle is in motion, held up in traffic or stationary at traffic lights. At bus stations and stands, passengers cannot be picked up once the driver has signalled his intention for the vehicle to leave the stand.

- 3.9 Subject to paragraph 2.6 above, we accept no responsibility for Customers attempting to get on or off at any prohibited place or when the vehicle is moving, or for Customers failing to get off at their destination.

## **4 FARES AND TICKETS**

### **GENERAL**

- 4.1 While we will endeavour to advise you of the best fare option or combination for your travel requirements we will not provide any refund or replacement ticket should another fare option or combination prove to be more appropriate.
- 4.2 Customers who are unable to or who refuse to pay the appropriate fare, who do not hold a valid ticket or valid pass or who do not validate a 'smart' payment card or device for the journey, may be asked to leave the vehicle.
- 4.3 Fares are charged in accordance with the fare tables for each route. You may view the fare tables on request at the regional head office, or at the offices of the depot responsible for operating the service. Drivers will also carry fare tables and/or be able to access an electronic version on-bus (for the service being operated by that vehicle). You should ensure that the correct ticket (corresponding with the fare paid and valid for the journey) and change (where applicable) has been issued and point out any discrepancies to the driver immediately as mistakes cannot be rectified later.
- 4.4 Unless otherwise stated, payment of fares must be made in cash Sterling. We do not accept on-bus payment by cheque or by £50 note in any circumstances. Where change is given, drivers may also not have sufficient change for other bank notes at certain times.
- 4.5 Other than when payment by contactless payment card (or similar technology) is available on-bus, we do not accept on-bus payment by credit or debit card except where this is locally advertised. Payments by credit or debit card are accepted for purchase of certain season tickets at travel shops (as advertised locally) and via our website.
- 4.6 To help us to run our services smoothly the correct fare is always appreciated. Our drivers will provide change if they are able to do so.
- 4.7 We operate some services on an exact fare, no change given basis – this will be publicised locally. Where this is the case, if you are paying a cash fare you must declare to the driver the journey that you intend to take and deposit the appropriate amount in the coin acceptance unit. The driver will have no access to change in the event of overpayment.
- 4.8 If you are not able to provide the exact fare (or, where change is given, the driver does not have exact change) the driver will inform you of your options for redeeming any overpayment. In some areas you may be able to overpay for your journey; receive an overpaid fare slip in lieu of cash; and redeem this slip for cash or further tickets at an office of the local operating company. Options are specified locally. Further enquiries can be made with our Customer Services team.
- 4.9 A valid ticket, valid pass or validated 'smart' card/device must be available for inspection for the entire journey and produced on request by the driver or a Company official. If you are unable to produce a valid ticket, valid pass or validated 'smart' card/device for

inspection, or if it has expired or been altered or tampered with, you will be liable to pay a fare for the journey being taken, up to the value of the Standard Fare. We will not refund you this fare if you later find the missing ticket or travel pass.

- 4.10 The Standard Fare may be charged for any single journey unless a Customer either:
- (a) makes payment of the appropriate sum when getting on the bus;
  - (b) holds and can produce to a Company official on request a valid pass or valid pre-paid ticket; or
  - (c) validates a 'smart' payment card or device via the on-board ticket machine.
- 4.11 The Standard Fare, including any reduction for prompt payment and payment methods, will be set locally and will be publicised on each of our vehicles.
- 4.12 In the event that the Customer has been able to make part-payment of the fare (but not the full fare specified in the relevant fare table), the part-payment will be deducted from the Standard Fare due and payable by the Customer.
- 4.13 Any Customer who does not make payment of the Standard Fare immediately on being requested to do so by a Company official is required to give their name and address to such Company official on demand, as well as proof of such identification.
- 4.14 Failure to pay the Standard Fare may lead to prosecution.
- 4.15 When you complete the journey you have paid for, or the validity of your pass or other relevant documentation expires either by time or travel zone, you must leave the bus or pay another fare to continue your journey. This will be treated as a separate journey. It is your responsibility to have a valid ticket for the whole journey.
- 4.16 Single or return fares may be calculated with reference to fare stages applicable to the route. If you get on between two fare stage boundaries you will be charged from the previous stage. If you get off between two fare stage boundaries you will be charged to the following stage. If you are travelling in areas where zonal fares apply, your fare will be determined by the number of zones travelled in or through.
- 4.17 You may not break your journey when travelling on a single or return ticket unless our publicity specifically advises that this is possible. Except where it is specifically stated to the contrary, tickets, passes or other relevant documentation are not transferable. You cannot use a multi-journey ticket (e.g. travel card) for more than one person during the same journey.
- 4.18 You must only buy tickets from an authorised outlet or from the driver. Not all tickets are necessarily available for purchase from the driver. Buying a pre-paid ticket from anyone else invalidates the ticket, which may be withheld by us and not returned for further use.
- 4.19 If you transfer from another operator's vehicle to one of our vehicles, you will be considered to be starting a new journey. You will be required to pay the appropriate fare if you do not hold, or are unable to produce on request, a valid pass, valid pre-paid ticket or valid through ticket.

- 4.20 If our ticket equipment is not functioning properly and as a consequence is not able to produce tickets, you must still pay the correct fare for your journey.
- 4.21 No Customer will be permitted to use a ticket, pass or 'smart' travel mandate which has:
- (a) been damaged, mutilated or defaced;
  - (b) been issued for use by another person on terms that it is not transferable;
  - (c) expired: or
  - (d) in the reasonable opinion of the driver or a Company official, been obtained fraudulently.
- 4.22 Customers are responsible for the safety and integrity of their own tickets and passes once validly issued. We are not obliged to replace your ticket, pass or permit to travel if it is lost, mislaid or stolen. You will have to purchase a new ticket to allow you to use our services. If your "smart" travel card is lost, mislaid or stolen, it is within our discretion as to whether or not to issue a replacement and this may incur an administrative charge.
- 4.23 If your ticket has been damaged but remains legible then we may provide you with a replacement for the remainder of its period of validity, or offer you the choice to purchase a replacement ticket from our usual range which may be valid for a longer period, but we will require you to pay the difference if you choose this option.
- 4.24 Contactless payments are promoted and operated by FirstGroup Holdings Limited.
- 4.25 If you have a paper ticket that includes a barcode then you may be required to scan this ticket on request by the driver using the bar code scanner adjacent to the ticket machine on boarding the bus. You may also be required to scan this ticket if requested to do so by a company official during the course of your journey.
- 4.26 If you are using your contactless bank card as part of a capped ticketing arrangement whereby your use of First (and, optionally, other operators') services is capped at a pre-determined daily, weekly or longer limit, you are required to present this contactless bank card to the reader adjacent to the ticket machine on each journey you make. You may also be required to present the same card to the same (or to a different) card reader as you alight the vehicle on each journey. You will be provided with detailed information on these requirements locally as they will be dependent on the type of capped ticketing arrangement. You may also be required to present this card if requested to do so by a company official during the course of your journey.

#### **CONCESSIONARY TRAVEL**

- 4.27 Concessionary travel schemes for many categories of passenger are operated by local authorities in England, the Scottish Government and the Welsh Assembly. The terms, rules and conditions applying to these schemes are the responsibility of, and the validity of individual passes is determined by, the pass issuing authority.
- 4.28 Concessionary passengers must comply with all aspects of these Conditions, in addition to the issuing authority's rules and conditions. Where required locally to do so, when

making a journey using a concessionary travel pass you must advise the driver of your intended destination.

- 4.29 If you hold a valid concessionary permit or pass, you must show it to the driver every time you get on one of our vehicles and, where required to do so, you must present the pass to the on-board ticket equipment to ensure its validity. In some areas, you will be issued by the driver with a zero-value ticket when making such a journey, and you must retain this for the duration of your journey. Where applicable, your concessionary permit or pass will not be considered valid if the ticket equipment does not recognise it to be so.
- 4.30 Where a concessionary travel pass permits the pass holder to be accompanied by a companion, one companion shall be carried without payment of a fare or at the appropriate concessionary fare as specified by the pass issuing authority and subject to its conditions for the use of the pass. A companion must get off the bus at the same bus stop as the concessionary pass holder (or any prior bus stop) or must have or purchase a valid ticket for any further travel beyond that bus stop unless a specific exemption applies. Any concessionary pass holder observed soliciting other passengers to offer them a free or reduced price journey shall have their pass details reported to the pass issuing authority.
- 4.31 Where we have reasonable grounds for suspecting that a concessionary pass is being misused in any way, we reserve the right to pass the details of the pass holder on to the issuing authority and/or refuse further travel and/or withdraw the pass, as appropriate.

#### **RETURN TICKETS**

- 4.32 For some journeys, you may buy a return ticket. Return tickets are valid only on the day of purchase, unless clearly advertised otherwise, and may have time restrictions on their validity (e.g. only available at off peak times). 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. Unless otherwise advertised, return tickets are only valid for one single journey in each direction (i.e. not for two journeys in the same direction). Return tickets are not transferable.
- 4.33 On some routes, return tickets and passes may be valid on the services of another operator and/or other operators' return tickets and passes may be valid for travel on our services. This only applies where advertised locally and subject to any specific local conditions.

#### **SAVER, MULTI-JOURNEY AND SEASON TICKETS**

- 4.34 We offer a wide range of discounted tickets to suit our customers' needs for variable periods of travel.
- 4.35 These tickets, and any passes, permits and tickets issued by us, other operators or other issuing authorities are accepted by us subject to their conditions of issue and use. Where the use of a ticket requires the presentation of an accompanying photographic identification card, we will not accept the ticket as valid for travel unless you also present that accompanying photographic identification card.

- 4.36 If misuse or fraud is suspected, a Customer may be asked for proof of identity and his/her ticket or pass may be withdrawn, in which case the Customer may be required to pay the Standard Fare. In addition, we may charge the value of any period of misuse. No refund will be made in respect of any outstanding value in the withdrawn ticket or pass.

#### **CHILD AND STUDENT FARES**

- 4.37 Up to two children under five years old will be carried free-of-charge provided that they do not occupy a seat required by an adult passenger and are accompanied by a fare-paying Customer who is responsible for them. Additional children, or children under five occupying a seat required by an adult, may be charged as if they were aged five or over.
- 4.38 Fare schemes for children aged five or over and students vary and full details can be found on our website. Individuals who are unable to provide proof of their age and/or student status on request from the driver or a Company official may be required to pay the applicable adult fare. Any valid documentation bearing a photograph of the Customer, including valid proof of age ID cards (available free of charge in many areas), will be accepted in these circumstances.

#### **UNPAID FARES: CHILDREN & VULNERABLE ADULTS**

- 4.39 Children aged under 16 and those people who, in the reasonable opinion of the driver, are vulnerable, at risk or in distress, and are unable to pay their fare will be carried at all times. They may be asked to provide their name and address in order that the fare due could be collected at a later date. In these circumstances, the driver will issue a single ticket for one journey allowing the individual to travel to their home or the nearest stop thereto.

## **5 WHEELCHAIRS, MOBILITY SCOOTERS AND PUSHCHAIRS**

### **GENERAL**

- 5.1 We will always try to use low-floor and/or wheelchair accessible vehicles wherever possible. However, there may be occasions when we cannot do so for technical, operational or other reasons. We reserve the right to substitute without notice a low-floor or wheelchair accessible vehicle with another type of vehicle, at our absolute discretion.
- 5.2 Provided they meet the size and weight limits set out below and there is sufficient space, we are able to accommodate one wheelchair or mobility scooter on buses built to the Public Service Vehicle Accessibility Regulations 2000 (PSVAR). On some of our vehicles, it may be possible to accommodate an additional mobility scooter in a designated buggy/scooter space. Signage on the vehicle will make clear where there is a designated buggy/scooter space. We cannot accommodate wheelchairs or mobility scooters on vehicles that do not have the appropriate facilities.
- 5.3 We cannot carry wheelchairs or mobility scooters which, combined with the weight of the occupant, are heavier than the safe working limit of the wheelchair ramp (in general, the safe working limit is 300kg of total weight although the driver will always have the discretion to evaluate and determine whether the maximum weight limit is likely to be exceeded in the circumstances).



- 5.4 Our drivers are required (and trained) to provide reasonable assistance to wheelchair users or disabled Customers. Inconsiderate car parking or other factors may prevent the vehicle from being positioned sufficiently close to the kerb to allow a wheelchair user to get on or off safely. In this case the driver will try to identify a safe place to pull in as close to the bus stop as possible.
- 5.5 It is the Customer's responsibility to ensure that their wheelchair, mobility scooter, pram or pushchair is safely positioned within the designated area and that they adhere to any notices applicable to that area and ensure that it does not obstruct or block any exit or gangway.
- 5.6 In the unlikely event that your wheelchair or other mobility equipment or assistive device is damaged or lost as a result of our negligence during the course of the journey, we will provide compensation up to the cost of repair or replacement in accordance with EU Regulation 181/2011.

### **WHEELCHAIRS**

- 5.7 Wheelchair users have priority over everyone else for the use of the designated wheelchair space, since this is the only place in which they can travel safely. Non-wheelchair users, unlike wheelchair users, will normally have a choice about which part of the bus to sit or stand in. Common decency and respect for wheelchair users should mean that Customers without disabilities make way for them wherever reasonable to do so. Customers are required to offer reasonable cooperation in allowing proper use of the designated wheelchair area. If someone in a wheelchair wishes to get on and there is space elsewhere on the vehicle, Customers will be required by the driver to vacate the space provided it is reasonable for them to do so, including repositioning small prams or mobility scooters where possible and folding any buggies and storing these in the luggage space where available. However, no-one already travelling will be asked to get off the bus in order to accommodate a wheelchair user.
- 5.8 The dimensions of the wheelchair space permit the carriage of a wheelchair no longer than 1200mm and no wider than 700mm (the dimensions of a standard 'reference' wheelchair as specified in the Public Service Vehicle Accessibility Regulations 2000).

### **MOBILITY SCOOTERS**

- 5.9 We are committed to the CPT Code for Mobility Scooters and adhere to its requirements throughout our UK Bus business. Mobility scooters are carried subject to the requirements of the CPT Code. In particular, users will not be permitted to bring their mobility scooter onto the vehicle unless they show the driver a valid 'permit to travel' issued under the CPT Code.
- 5.10 We accept Class 2 mobility scooters (as designated by the Department for Transport) provided the mobility scooter does not exceed 1000mm long and 600mm wide with a maximum turning circle of 1200mm.

### **PUSHCHAIRS AND PRAMS**

- 5.11 When not occupied by a wheelchair or mobility scooter user, the wheelchair space on most vehicles can accommodate up to two small prams or normal-sized unfolded

pushchairs. Some vehicles also have additional pushchair capacity in a dedicated 'buggy area'. The driver will be able to tell you where a pushchair or pram can be safely accommodated. You should follow their instructions.

- 5.12 Empty pushchairs or pushchairs carrying luggage must be folded and accommodated in appropriate luggage areas where safe to do so and with consideration for other Customers and their belongings. We will not accept liability for loss of or damage to pushchairs and prams.

## **6 CONDUCT OF CUSTOMERS**

- 6.1 When travelling on our vehicles, you are subject to these Conditions. Failure to comply with the Conditions (or the general law) may result in us refusing to permit you to travel or continue to travel. In particular, you must not:

- (a) behave in a manner which may reasonably be expected to cause any person to be alarmed, upset, offended or annoyed, or which may reasonably be expected to cause a nuisance or inconvenience to any Customer, driver or company official (including, without limitation, the use of obscene or offensive language or behaving in a manner that is abusive or threatening). Intending passengers who in the opinion of the driver appear likely to behave in an inappropriate manner or to be under the influence of alcohol, drugs or solvents may not be permitted to travel;
- (b) speak to the driver whilst the bus is in motion, stand forward of the cab area, obstruct the driver's vision or otherwise cause the driver to be distracted while driving, except in an emergency or for reasons of safety;
- (c) obstruct any emergency or other exits, the vehicle entrance next to the driver, gangways, or any part of the vehicle where standing is not allowed (signs are in place to indicate standing capacity and restrictions) or other locations on the bus in any way that would inhibit safety;
- (d) stand on the upper deck or any step leading to the upper deck of any double-deck vehicle while it is in motion (except for the purposes of getting on or off the vehicle);
- (e) use any door for a purpose other than as indicated by a notice, unless directed to by the driver or a Company official;
- (f) lean out of the vehicle or throw or trail any article from the vehicle;
- (g) remain on the vehicle when directed to leave by the driver, or a Company official;
- (h) deliberately damage or deface any part of the vehicle;
- (i) take part in any form of criminal activity while on the vehicle;
- (j) smoke at any time in any part of the vehicle or carry any lit pipe, cigar, cigarette (including 'electronic cigarettes'), match or lighter on the vehicle;
- (k) consume any type of alcohol while on the vehicle;

- (l) carry or consume any items of food or drink which in the opinion of the driver may make other Customers' journeys unpleasant or otherwise cause offence, or which is likely to cause a spillage of any food or drink inside the vehicle;
- (m) leave rubbish or discarded items on the vehicle;
- (n) play or operate any musical equipment or instruments (including radios, mobile phones, MP3 devices etc) on vehicles at a volume that is likely to cause annoyance to other Customers;
- (o) wear roller skates, roller blades or unsuitable footwear, or use scooters or skateboards;
- (p) wear soiled working clothes or carry any soiled items which might stain or damage the vehicle fittings or other Customers' clothing;
- (q) allow small children to be uncontrolled at any point when using our vehicles;
- (r) sell, or offer for sale, any item, or collect for charity without our prior written consent;
- (s) distribute/display printed or similar matter of any description or distribute any article for the purpose of advertising, or otherwise approach other Customers for any commercial or similar purpose without our prior written consent;
- (t) canvass or survey any Customers without our prior written consent;
- (u) deliberately interfere with any equipment fitted to the vehicle; or
- (v) carry any bulky or cumbersome article, or any article or substance which is likely to cause annoyance or risk of injury to any person on the vehicle, or risk of damage to the vehicle or to the property or clothing of any person on the vehicle.

6.2 In addition, you must:

- (a) comply with all reasonable instructions given by the driver (and any other member of the Company);
- (b) comply with all notices and legal signage displayed on the vehicle (including, without limitation, in relation to limits on numbers of permitted standing and total passengers and signage imposing stricter conditions than those specified in condition 6.1 above, such as a total prohibition of food consumption where specified);
- (c) have due regard at all times for the needs of our elderly, young, or disabled Customers and Customers with reduced mobility and, in particular, vacate seats and spaces designed for the elderly, disabled and Customers with reduced mobility when requested; and
- (d) take reasonable care to ensure that persons, animals or property within your control do not cause loss, injury or damage to property or persons.

6.3 If you are in breach of any of these Conditions (or the general law) you will be asked to give your name and address to a Company official and may be removed from the vehicle

or our premises by a Company official, 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.

- 6.4 Whilst we will do everything that we reasonably can to control the conduct of other Customers on our buses, we cannot be held responsible for their conduct.

## **7 LUGGAGE**

- 7.1 Where permitted, luggage is carried free of charge at the driver's discretion. In the interests of safety and for the comfort of all our Customers, we reserve the right to refuse or restrict the size, amount and type of luggage or other belongings that you can bring on our buses. In particular, the driver may refuse to accept any item being brought onto the bus or coach and/or may refuse travel to any passenger if he/she believes that:

- (a) there is insufficient space available for carriage of your luggage and/or you are carrying excessive amounts of luggage (to be determined at the driver's discretion);
- (b) you are carrying items which may cause inconvenience, or present a danger or discomfort to other passengers or cause damage to their property or to the vehicle; or
- (c) you are carrying items which may block any designated wheelchair or pushchair space, gangway or exit.

- 7.2 Subject to our statutory obligations (including, without limitation, pursuant to EU Regulation 181/2011 and associated national legislation), we cannot be held liable for any inconvenience or loss caused to a Customer if they are refused travel under these circumstances or if their luggage or belongings are damaged or lost whilst on the bus.

- 7.3 On certain long distance services operated by coaches, larger bags and suitcases may be carried in the rear or underfloor lockers as necessary and as space permits. Any such baggage should be clearly labelled.

- 7.4 You remain responsible at all times for the safe carriage, stability and handling of any items you bring on board. Fragile items such as electronic goods, portable televisions, computers, radios etc will only be carried if they are of reasonable size and securely packed. Luggage is carried at your risk and we accept no liability for any loss or damage to you or any third party, however caused.

- 7.5 We will not carry explosive or combustible material (including unsealed heavy batteries and petrol), accumulators, explosives, ammunition, weapons, paint in either unsealed containers or containers exceeding 3 litres, dangerous, illegal, offensive or otherwise hazardous items under any circumstances. The above list is not exhaustive and the carriage of items is at the sole discretion of the driver.

- 7.6 We will permit the carriage of a single portable oxygen cylinder or unit for personal medical reasons.

- 7.7 Where we accept the carriage of oxygen cylinders, paint, chemicals or any other liquids or substances on our vehicles, you must ensure that such substances are in proper containers which are sealed and are kept upright and secure throughout the journey. You will be liable for any damage caused to the vehicle or other Customer's belongings due to spillage or leakage of any liquid or substance carried.
- 7.8 Folding bicycles are permitted on board our buses, provided that they are stowed safely and that they do not block the aisles or access to seats. While we will make every effort to carry folding bicycles, there are instances when this may not be possible, including:
- (a) if there is insufficient space on the bus; or
  - (b) if your folding bicycle is likely to make the inside of the bus or its seats dirty, and/or could cause discomfort to other Customers.
- 7.9 Due to space and safety considerations, standard non-folding bicycles cannot be carried inside our buses.

## **8 DOGS AND OTHER ANIMALS**

- 8.1 We will carry Assistance Dogs (or other legitimate assistance animals) of any size free of charge at any time on our vehicles, both when accompanying a registered disabled person and when being trained by a trainer bearing the appropriate valid identification.
- 8.2 Except in the case of a registered disabled person, or trainer, accompanied by an Assistance Dog or other assistance animal, only one dog or small animal may be carried per Customer (at the driver's discretion).
- 8.3 All dogs must be kept on leads at all times and dogs must be muzzled where they are likely to be dangerous or where this is legally required in accordance with the Dangerous Dogs Act or other equivalent legislation. 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.
- 8.4 Customers are responsible for the behaviour of their animals at all times, and for any damage or injury they may cause to any person, or the property of any person (including Company property), on the vehicle. In cases where animals cause a nuisance or inconvenience to other Customers, Customers may be asked to leave the vehicle. A charge will be made for cleaning the vehicle if any animal should soil the vehicle and for repairs should any damage be caused. We cannot be held liable for any inconvenience or loss caused to a Customer if they are refused travel or asked to leave under these circumstances.

## **9 CCTV**

- 9.1 We may fit our vehicles and other property with CCTV to provide added security, monitor the conduct of customers, monitor service quality, to assist us in the process of deterring smoking, vandalism, fraud, theft, anti-social behaviour and attacks on our employees and other individuals, and in support of relevant criminal and civil legal proceedings and complaint investigation. All CCTV equipment and its operation complies with the General

Data Protection Regulation and the Data Protection Act 2018 (including the ICO's CCTV Code of Practice) and any subsequent amendments ("Data Protection Legislation").

- 9.2 Images of you may be provided to the police, DVSA, the Traffic Commissioner or any other enforcement agency at their reasonable request, whether to be used as evidence in prosecuting criminal activity or in assisting the identification of individuals or otherwise.

## **10 SECURITY**

- 10.1 Customers must advise the driver immediately if any suspicious article or package is seen on or near a vehicle, if any Customer is observed acting suspiciously or if any person is seen to tamper with the vehicle.

## **11 LOST PROPERTY**

- 11.1 If you find property left on a vehicle by another Customer, please hand the item(s) to the driver as soon as it is safe to do so. The driver will on request supply you with his or her staff number.
- 11.2 If you have lost your property on one of our vehicles or at our premises, you should contact the local Customer Services team or Lost Property team for the region in which the item was lost. Contact details can be found on our website ([www.firstgroup.com](http://www.firstgroup.com)).
- 11.3 All lost property found or handed in by drivers or Company officials or by a third party is recorded, labelled and stored at the local lost property office. If the lost property is contained in a package, bag or other container, we may open it and examine it in order to trace the owner or identify the nature and value of the lost property.
- 11.4 Any lost property found on our vehicles, providing the item is not perishable will be kept for 1 month. All unclaimed property is donated to charity at the end of the calendar month following the one in which it was handed in. Perishable items, including but not limited to foodstuffs, and soiled items will be held for a maximum of 48 hours and if deemed necessary will be disposed of immediately. In the case of debit and credit cards, the issuing bank will be contacted (where a contact number is provided on the card) when the card is handed in to the local lost property office and our staff will follow any instructions given by the bank. If not claimed within 24 hours of receipt at the local lost property office the card will be securely destroyed.
- 11.5 When claiming lost property, you must supply a full description of the item, including its contents if applicable, and give details of where and when lost, in order to reasonably satisfy us that you are the rightful owner of the property.
- 11.6 Once lost property has been identified you will be given details of how and where to collect the item. Under normal circumstances, you will need to collect the lost property from the office or depot at which the lost property is being stored during office hours. On collection you will be asked to fill out your name and address and supply proof of identity. You will need to pay the cost of postage and packaging in advance if we agree to post the property back to you. We reserve the right to charge a small fee for administration of the lost property service.

## 12 COMMENTS AND SUGGESTIONS

- 12.1 Each of our UK Bus regions has a dedicated Customer Services team responsible for handling suggestions and complaints efficiently and effectively. Contact details of your local operator can be found on our website by selecting your local operator's section of the website. Alternatively, you can find contact details for your local operator by going to [http://www.firstgroup.com/ukbus/contact\\_us/](http://www.firstgroup.com/ukbus/contact_us/) and selecting your location. This will provide you with phone and postal contact details, as well as the facility to contact us online by completing a 'Contact Us' form.
- 12.2 Information on how to contact your local operator is also available on all buses, in our timetables and, where possible, in information leaflets.
- 12.3 Where a response is required, complaints, whether in writing, by email, in person or by telephone will be investigated and dealt with, provided, where relevant, they are received within a reasonable period following the date on which the journey was made or incident occurred. We will always aim to acknowledge your correspondence within 5 working days of receipt by us, even if this is initially to explain what investigation needs to take place and how long this will take, and will aim to respond to your comment or complaint more substantively within 14 working days of receipt by us and will keep you up to date on the progress.
- 12.4 When comments or complaints are about matters outside our control, we reserve the right to forward them to the relevant organisation and explain that we have done this.
- 12.5 If you have any questions about enforcement of your rights under the Bus and Coach Passenger Rights Regulation 181/2011, you should contact Bus Users UK ([www.bususers.org](http://www.bususers.org)) or Bus Users Scotland (BUS) ([www.bususers.org](http://www.bususers.org)), as appropriate.
- 12.6 If you are not satisfied with our final response to your complaint, and in accordance with your rights to Alternative Dispute Resolution under the Consumer Rights Act, you can write to the relevant bus appeals body. The appropriate body will depend on the location of the service you wish to complain about:
- (a) England & Wales: Bus Users UK ([www.bususers.org](http://www.bususers.org))
  - (b) Scotland: Bus Users Scotland (BUS) ([www.bususers.org](http://www.bususers.org))

We will always provide you with their contact details on request.

## 13 DATA PROTECTION

- 13.1 If we collect or otherwise process your personal data, we will always do so in accordance with the Data Protection Legislation.
- 13.2 The Data Protection Legislation creates a number of rights, including allowing you to request a copy of the data we hold on you. For more information on your rights and how to use them, please go to the First Bus Privacy Policy ([here](#)). If you would like to exercise any of your rights relating to personal data, including a request for us to provide you with a copy of your data, please contact the Data Protection Officer, First Bus, 8th Floor, The

Point, 37 North Wharf Road, London W2 1AF, or via the other contact methods set out in the [Privacy Policy](#).

## 14 LEGAL NOTICE

- 14.1 Save as otherwise stated herein, these Conditions constitute the entire agreement between the Company and its customers. None of our employees is entitled to alter or vary any of the provisions of these Conditions.
- 14.2 The contract between the Company and any Customer is limited to travel upon the Company's own services and liability (if any) will be limited accordingly. The Company will not be liable for any loss, consequential loss, damage, or inconvenience arising from the communication of information in good faith by any of the Company's employees.
- 14.3 The restrictions of liability contained in these Conditions are considered by the Company to be reasonable in all the circumstances. However, should any provision of these Conditions be deemed to be invalid or unenforceable this shall not affect the validity and enforceability of the remaining provisions.
- 14.4 Without prejudice to all rights and claims otherwise available to the Company, in the event that Customers breach any of the Conditions, or any other condition implied or duties owed as a matter of law (howsoever such conditions or 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 breach, including but not limited to costs incurred in repairing or replacing damaged property and loss of revenue.
- 14.5 The governing law for these Conditions shall be the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction except where your journey commences and terminates wholly within Scotland in which case the laws of Scotland shall apply and the Courts of Scotland shall have exclusive jurisdiction.

## 15 SPECIAL MEANINGS

Expression	Meaning
Assistance Dog	A dog which has been specifically trained to assist a person with a disability and which has been qualified by one of the charitable organisations registered as members of Assistance Dogs (UK).
Company official	An individual employed by or on behalf of the Company such as an inspector or supervisor (but not a Driver).
Conditions	These Conditions of Travel.
Customer	An individual using a bus service provided by the Company.
CPT Code	The Confederation of Passenger Transport code for the use and acceptance of mobility scooters on low floor buses (available at <a href="http://www.cpt-uk.org/">http://www.cpt-uk.org/</a> ).
Driver	A bus driver employed by or on behalf of the Company.



Standard Fare

A higher fare that can be charged in circumstances set out in these Conditions, in particular where passengers are unable to produce a valid ticket or valid pass for the journey being taken.