

Conditions of carriage

1) Introduction

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

This document contains the Conditions under which we carry you and applies to anyone who travels with us.

Our Conditions are consistent with the relevant statutory regulations, including those relating to the conduct of passengers and lost property and do not affect your statutory rights.

Conditions may vary on certain services operated on behalf of other organisations. Any variations will be publicised locally.

2) General conditions

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

Wherever possible, we will take reasonable steps to advise you of any disruption to services, but in the event of cancellation, delay, diversion or termination of any service or the service being unavailable to you as a result of the vehicle being fully loaded or for any other reasons, we shall not be liable for losses, damages, cost or inconvenience that you suffer as a result.

We do not guarantee that services will connect unless we specifically advertise a guaranteed connection.

We do not in any way exclude or limit our liability for death or personal injury resulting from our negligence nor are your statutory rights as a consumer affected.

3) Conduct of passengers

We reserve the right to refuse you entry, or require you to leave our buses or premises at any time, should we have reason to believe that your behaviour jeopardises the safety, security and comfort of others.

When travelling with us you must in particular:

- refrain from smoking either conventional or electronic cigarettes
- behave in a manner that is not abusive or threatening and does not cause offence to other customers or staff
- refrain from eating and drinking items which make the environment unpleasant for other customers or otherwise cause offence
- refrain from consuming alcohol

- refrain from playing loud music or operating a personal device at a volume which may be heard by other passengers
- refrain from leaving rubbish or discarded items on the bus
- not be wearing soiled working clothes or carrying any soiled items which might stain the seats etc
- follow the instructions of our staff and act in a manner which shows due regard for the safety and comfort of other customers and company employees, including not standing adjacent to emergency exits, the vehicle entrance, next to the driver or sitting in gangways, on staircases or standing upstairs on a double deck vehicle
- if the vehicle you are travelling on is fitted with seat belts, you are legally required to wear it
- notify a member of staff immediately if you sustain an injury whilst boarding, travelling on or getting off a bus
- follow the directions of staff concerning the maximum number of standing passengers that a bus is permitted to carry. All of our vehicles contain clear signage setting out their standing capacity
- except in an emergency, not talk to the driver whilst the bus is moving, obstruct the driver's vision or otherwise distract them
- have due regard at all times for the needs of our elderly, young and disabled customers and, in particular, vacate seats and spaces designed for the elderly and disabled when requested
- not distribute leaflets, papers or other articles or offer anything for sale or collect for charity without our prior written consent
- not interfere with equipment fitted on the vehicle
- not deliberately damage or deface any part of the vehicle

Intending customers who, in the opinion of the driver or other company officer, appear likely to behave in an antisocial manner may not be allowed to travel.

If you are in breach of these and other statutory regulations you will be obliged to give your name and address to a company officer or may be restrained or removed from the bus or our premises by a company officer, a police officer or a community support officer and refused further travel without refund. We also reserve the right to take any other measures we consider necessary to protect the safety and comfort of our customers and staff including temporarily or permanently banning you from travelling with us following an incident of misconduct.

Buses and premises may be fitted with audio CCTV to provide added security for our customers and staff. Appropriate signage will be in place where audio CCTV is in use and the video and sound recordings used solely for the monitoring of safety, security, service quality and in support of relevant criminal and civil legal proceedings and complaint investigation. Images of you may be provided to the police, DVSA, the Traffic Commissioner or any other enforcement agency at their reasonable request.

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

4) Getting on and off the bus

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

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

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

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

In certain areas there are no designated bus stops and, in those areas, buses will stop on request where it is safe to do so. You should always pick a point away from parked cars, road junctions, etc and give a clear signal in good time to the driver of the approaching vehicle.

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

5) Carriage of wheelchairs, small prams and buggies

We are constantly investing in updating our fleet to improve access and space for the disabled in wheelchairs, disabled buggies and certain approved mobility scooters and for passengers travelling with young children in small prams and buggies.

Wheelchairs, disabled buggies, approved mobility scooters, small prams and unfolded buggies may only be carried on suitable low floor vehicles. Wherever possible, the use of low floor vehicles will be shown on all timetable publicity and, whilst we will endeavour to operate a low floor vehicle on all advertised journeys, we reserve the right to substitute a non low floor vehicle when no low floor vehicle is available.

Subject to space being available and the discretion of the driver, we will carry small prams and unfolded buggies on low floor buses within the designated area but only when it is not required by a passenger in a wheelchair or approved mobility scooter (passengers in wheelchairs have absolute priority by law). Prams and buggies must not block the aisle of the vehicle at any time.

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

You are required to co-operate in allowing proper use of the designated wheelchair space by vacating this space if it is required by a customer in a wheelchair (or, if no wheelchair user is travelling, a disabled buggy or approved mobility scooter) including repositioning small prams, folding any buggies and storing them in the luggage space. Failure to comply with this requirement will comprise a breach of Section 3 above and may lead to further action as set out in that Section.

Detailed guidance on accessing our services with a wheelchair, a disabled buggy or an approved mobility scooter is available by telephone from Abus Ltd, in writing in the form of a local leaflet and online at www.abus.co.uk

Details of approved mobility scooters are available from the Disability Helpline which can also provide access to the formal approval process and issue of a permit for travel required before taking a mobility scooter on a bus.

Abus Ltd has adopted the Confederation of Passenger Transport (CPT) Code of Practice for the use and acceptance of mobility scooters on low-floor buses. The Code sets out standardised procedures, as well as clear information regarding the types of mobility scooters that can be accommodated on buses, to help operators ensure that mobility scooters are able to safely use their services.

The Code provides for approved mobility scooter users to be issued with a permit for travel that will allow the bus driver to recognise that the mobility scooter has been approved by the operator and the user has been trained in how to safely board and alight from the bus.

6) Carriage of bicycles

Non-folding bicycles are only carried on a very limited number of buses specifically modified for the purpose. Generally, bicycles may be carried at the owner's risk on coaches, as opposed to buses, where luggage boots are available.

Safety notices governing their carriage are clearly posted on the relevant vehicles with further information available from Abus Ltd.

Folding bicycles, safely and securely stowed in the designated luggage area in a suitable bag or box, may be carried on all vehicles.

Non-motorised scooters may not be carried on the upper deck of double deck vehicles but should be stored securely in the lower deck luggage area.

7) Luggage

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

On services operated by buses, as opposed to coaches, we reserve the right, at the discretion of the driver, to refuse any large, unsuitable or awkward packages or an excessive amount of personal hand luggage.

If in regarding any aspect of luggage carriage doubt, you should check with Abus Ltd whose contact details can be found at www.abus.co.uk

You remain responsible for any items you bring. You may not be allowed to travel if, for example, the available space for carriage of luggage is already full or, if, in the opinion of the driver, your luggage or belongings will block gangways and access to emergency exits on the bus.

We cannot be held responsible for any loss or inconvenience to you if you are refused travel under these circumstances.

Our liability for luggage is limited to £100 per passenger and you are advised to ensure that you have proper insurance if your luggage is worth more than this.

We reserve the right to request that you open any article of luggage for inspection by the driver or other company officer in your presence if, for reasons of security, it is considered necessary to do so.

Fragile items such as electronic goods, portable televisions, computers, radios etc will only be carried if they are of reasonable size and securely packed. We will not be responsible for damage to such items however caused.

Paint may only be carried in original and properly sealed containers of 5 litres or less.

Certain items cannot be carried under any circumstances in the interests of safety. These include accumulators, explosives, ammunition, weapons and combustible or otherwise hazardous materials including petrol.

8) Animals

One accompanied, well-behaved dog or other small animal which will not be a danger or a nuisance for other customers or our staff is allowed to travel with you on our buses at the discretion of the driver who may reasonably decide where on the bus the animal is best carried.

A fare may be charged for dogs and details are available by telephone or at www.abus.co.uk

Where appropriate, dogs must be muzzled or put on a lead in accordance with the Dangerous Dogs Act. Small animals must be caged, boxed or kept on a lead. Any animal carried must remain under control and must not be allowed to sit on the seats.

If you bring an animal onto a bus, you will be held responsible for any damage, loss or injury arising from its presence on the bus.

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

9) Lost property

We will do all that we reasonably can to locate and return any property left on our premises or on one of our buses to its owner. If lost property is not claimed within a month, we will become the owner of the property and will dispose of it appropriately.

If you find lost property on a bus, you must hand it to the driver. Providing the item is not perishable or objectionable, we will keep it for a month. If you claim any item of lost property, you will be required to satisfy us that the item belongs to you, give us your name and address and you may be charged an administration fee.

If the lost property is perishable and is not claimed within 48 hours of being found, we will dispose of it as we think fit. If perishable property is, or becomes, objectionable or a health risk before the end of the 48 hour period, we reserve the right to destroy or dispose of it at any time.

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.

To reclaim lost property, you should contact Abus Ltd. Contact details can be found at www.abus.co.uk.

Under normal circumstances, you will need to collect the lost property from the Abus Ltd office or depot at which the lost property is being stored. You will need to pay the cost of postage and packaging in advance if we agree to post the property back to you. Our arrangements comply with the relevant legislation.

10) Fares and ticketing

Fares and tickets on Abus Ltd services may vary. For details on a particular route or area, see www.abus.co.uk

Whenever you board a bus you must either

- show the driver a valid prepaid or mobile ticket, pass or other form of authority to travel or quote a valid, megabus.com booking reference, which the driver will check to confirm validity for the journey you are making. When travelling with a TravelWest / SQUID Cards, contactless bankcard or magnetic pass, it must be presented to the reading equipment so that its validity may be checked and your journey recorded

or

- pay the fare for the journey you intend to take to the driver or conductor whether specifically requested to do so or not

When you make payment to the driver or conductor, you should ensure that you are given a new ticket issued from the ticket machine which corresponds with the amount you have paid and is valid for your entire journey.

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

Unless stated by Abus Ltd in any specific publicity, we do not accept payment by cheque, credit card, debit card or foreign currency. Where contactless payments are accepted for payment, you are responsible for ensuring that your card is not damaged. If, when your card has been presented to the reader, it does not work, it is your responsibility to either present another card or another form of payment.

Drivers are not able to accept £50 notes and may not always have sufficient change for other large denomination notes. In certain locations, where the driver has insufficient change, he may provide you with a Change Voucher in lieu of cash which may be redeemed at the Abus Ltd office. Where appropriate, further details are available from www.abus.co.uk.

Certain Vouchers and Warrants may be used instead of cash. Appropriate details are normally set out on the Voucher or Warrant.

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

Details of any Standard Fare will be published by Abus Ltd in local publicity or available on our website www.abus.co.uk.

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

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

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

Single or return fares purchased on bus are normally calculated with reference to fare stages. If you board a bus at a location which is not a fare stage, you will be charged from the previous stage. Similarly, if you alight at a location which is not a fare stage, you will be charged to the subsequent fare stage. In certain areas a number of stops may be grouped together as one fare 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.

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

For some journeys, you may buy a return ticket which is usually cheaper than two single tickets. Return tickets are usually valid only on the day of purchase, unless clearly advertised otherwise, and sometimes have time restrictions as to their validity. It is your responsibility to check the validity conditions of a return ticket. Return tickets should be purchased from the driver of the bus on the outward journey and presented to the driver of the bus on the return journey for validation. They are valid for one single journey in each direction.

Children aged under 16 and those people who, in the opinion of the driver, are vulnerable, at risk or in distress, and unable to pay their fare will be carried at all times providing their name and address can be given in order that the fare due may be collected at a later date together with any reasonable administrative costs.

There is no charge for up to 4 children under 5 years of age when travelling with another responsible passenger providing they do not occupy a seat to the exclusion of a fare paying passenger or are seated in a buggy in an appropriate space on the vehicle. Additional children will be charged as if they were aged 5 or over.

Discount rates for children aged 5 or over vary, and full details can be obtained from Abus Ltd. On certain services or at certain times, 'proof of age' requirements exist with full details published on our website www.abus.co.uk

We have a wide range of multi journey travel products, particularly the AvonRider range and Multiple Journey facilities. Full details of availability, validity and terms and conditions can be obtained from Abus Ltd on our website www.abus.co.uk

If your TravelWest / SQUID Cards is lost or stolen, you must notify Abus Ltd immediately on 0117 971 0251. Replacement cards will not be issued unless the card has been registered appropriately. A replacement fee of £5 may be charged. More information regarding the SQUID card can be found at <https://www.squidcard.com/support/travelwest>.

Refunds, cancellations and ticket transfers are not available for mobile tickets. For more details please refer to app terms and conditions.

Decisions on applications for ticket, travel or TravelWest /SQUID Cards refunds will only be made at our entire discretion and any refund agreed may be subject to a reasonable administration charge.

11) Concessionary travel schemes

Concessionary travel schemes for many categories of passenger are operated by all local authorities in England, the Scottish and Welsh Governments.

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

When travelling on Abus Ltd vehicles, concessionary passengers must additionally comply with all aspects of these Conditions.

12) Complaints

We welcome suggestions and complaints because they help us to improve our services and put things right when they have gone wrong. We want people to contact us rather than just stop using our services. We will handle complaints with tact and consideration and never take them personally. We know that customers want to be taken seriously more than anything else. When we have failed, we will offer a sincere, speedy apology and a genuine commitment to avoiding a repetition.

Abus Ltd has a designated Director responsible for ensuring we handle suggestions and complaints according to our Code of Practice. Details can be obtained from Abus Ltd together with a facility to file a suggestion or complaint online.

Information on how to contact Abus Ltd is also available on all buses, in all timetables and, where possible, in information leaflets.

All of our staff are specifically briefed and trained on our Code of Practice and procedures.

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

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

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

The Bus Appeals Body in England and Wales is a non statutory committee offering an independent review of complaints arising from the operation of local bus and scheduled coach services. If you are not satisfied with our response, we will always pass on contact details for BAB. They are also available on Abus Ltd, on all of our vehicles, on all timetables and, where possible, on information leaflets.

13) Data protection

In any circumstances where we collect your personal data, in connection with a retail transaction, a customer survey or other purpose, we will only collect and process your data in accordance with the principles contained in the Data Protection Act 1998.

14) Amendments

These Conditions apply to Abus Ltd services from 1 October 2016 and replace all previous Terms and Conditions applying to all or any of Abus Ltd operating companies.

These Conditions may be amended at any time and any revision will be advertised on Abus Ltd and revised leaflets made available through information outlets.

15) Legal notice

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.

Should any provision of these Conditions be invalid or unenforceable this shall not affect the validity and enforceability of the remaining provisions.

These Conditions constitute the entire agreement between Abus Ltd and its customers. None of our employees are entitled to alter or vary any of the provisions of these Conditions.