

HUYTON TRAVEL Ltd

# CONDITIONS OF CARRIAGE

**HTL** *Buses*

# Introduction

Huyton Travel values your custom and we aim to ensure you have a safe comfortable journey on a clean, well-maintained bus. These Conditions set out your rights, restrictions on those rights, and obligations as a customer of Huyton Travel. These are the Conditions under which Huyton Travel carries any person and their property and these Conditions apply to any ticket issued by Huyton Travel and any contract to carry any person or their property entered into by Huyton Travel. Any person who travels on a transport service operated by Huyton Travel Limited shall be deemed to have agreed to be carried on these Conditions. These Conditions are consistent with statutory regulations including those relating to Conduct of Passengers and Lost Property and do not affect your statutory rights.

## General Conditions

We aim to provide a safe and reliable service. However, we occasionally cannot run our advertised services, sometimes because of factors which are outside our control, such as adverse weather conditions or unpredictable delays caused by traffic congestion, road works or diversions.

### **LIMITATION OF OUR LIABILITY TO YOU**

In the event of the cancellation or withdrawal or delay or termination of any service or in the event of the service being otherwise unavailable to you due to the service being fully occupied or otherwise, we shall not be liable for any losses damage costs or inconvenience that you suffer as a result.

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

## Conduct of Passengers

We reserve the right to refuse entry to or require you to leave our buses or premises at any time. This will usually be either for reasons of safety or because of your conduct. When travelling on our buses, you are subject to these Conditions. Failure to comply with these statutory regulations or those set out in these Conditions may result in us refusing to permit you to travel or continue to travel. In particular, you must

- not smoke at any time.

- behave in a manner that is not abusive or threatening and does not cause offence to other passengers or staff. Intending passengers who in the opinion of the driver appear likely to behave in an inappropriate manner may not be permitted to travel.
- refrain from eating and drinking items which make other passenger's journey unpleasant or otherwise cause offence.
- follow the instructions of staff and act in a manner which shows due regard for the safety of your fellow passengers and members of staff, including not standing adjacent to emergency exits or the vehicle entrance next to the driver or sit in gangways and similar locations.
- notify a member of staff immediately if you sustain an injury whilst boarding, travelling on or alighting from a bus.
- follow the directions of staff concerning the maximum number of standing passengers that a bus is permitted to carry. Every bus carries details of its capacity including standing passengers.
- except in an emergency, not talk to the driver whilst the bus is moving, obstruct the driver's vision or otherwise distract them from their duties.
- have due regard at all times for the needs of disabled passengers.

Any passenger in contravention of these and other statutory regulations may be required to give their name and address to a member of staff, or may be restrained or removed from the bus or our premises by a member of staff, a Police Officer or a Community Security Officer at the request of a member of staff who may also refuse you further carriage, cancel your ticket without refund and take any other measures we consider necessary to protect the safety, well being and comfort of our employees and other passengers.

Buses may be fitted with CCTV to provide added security for passengers.

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

## **BOARDING, ALIGHTING AND STOPPING PLACES**

In most built up areas, buses will stop to pick up and set down passengers at recognised stopping places which are normally identified by a "Bus Stop" sign which may be a specific stop for the service in question. If you wish to board a bus, you should indicate clearly to the driver of an approaching bus. You must not attempt to board or alight from a vehicle which is moving or is standing still at locations (e.g. traffic signals or at road works) other than recognised stopping points.

On routes where there are no fixed stopping places, buses will stop on request where it is safe to do so. At Bus Stations, passengers cannot be picked up for safety reasons once the bus has left the stand. Shortly before the bus reaches your intended alighting point, you should alert the driver by ringing the bell.

# Carriage of Wheelchairs, Buggies and Cycles

Subject to enough space being available and subject always to the discretion of the driver, we will carry up to 2 buggies on buses that are specially arranged with a low flat floor and designated areas for buggies and wheelchairs. The driver has the discretion to require that pushchairs are folded at busy times or if a customer wishes to board with a wheelchair. Passengers should cooperate in allowing proper use of the designated wheelchair space by vacating this space if required by a passenger in a wheelchair. We cannot accommodate wheelchairs or unfolded buggies on buses without these facilities. In addition, we do not carry prams on any buses. Cycles are only carried on a limited number of buses specifically modified for this purpose where safety notices detailing the arrangements to be followed are clearly posted.

## Luggage

In the interests of safety and for the comfort of all of our customers we restrict the size and type of luggage or other belongings that you can bring on our buses. We reserve the right to refuse permission for you to bring any item on our buses. You may bring small items of luggage or other belongings with you at the discretion of the driver, providing they are not bulky or are likely to present a danger or nuisance to other passengers or staff. 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 or if you suffer loss or damage to luggage or other belongings whilst on the bus.

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

## Animals

Accompanied dogs and other small animals that will not be a danger or a nuisance to other passengers or staff are allowed to travel on our buses at the absolute discretion of the driver who may decide where on the bus the animal is to be carried. Any animal carried must remain under control and must not be allowed to travel on seats. If you bring any animal onto a bus, you will be held responsible for any damage, loss or injury arising from its presence on the bus. Guide Dogs will be carried at any time.

# Fares and Ticketing

## GENERAL

When you board a bus, on each occasion you must either

- show the driver a valid ticket, pass, or other form of authority to travel which the driver will check to confirm its validity for the journey you are making;

OR

- present your Smartcard or magnetic pass to the pass reading equipment where you hold one of these as your authority to travel so that its validity may be checked and your journey recorded on the card;

OR

- pay the fare for the journey you intend to take whether requested to do so or not. Fares are charged in accordance with a Faretable for that route. 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 intended journey. You should check any change and point out any discrepancies to the driver immediately as we cannot correct mistakes later. We do not accept payment by cheque, credit card or debit card. Drivers are not able to accept £50 notes and may not have sufficient change for other bank notes.

You must safely retain your ticket, pass or other relevant documentation for possible inspection by an Official 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 that may be a Penalty Fare depending on the circumstances. We will not refund you this fare if you later find the missing ticket or other document.

When you complete the journey you have paid for or the validity of your pass or other relevant documentation expires, you must leave the bus or pay the fare to your intended destination. It is your responsibility to have a valid ticket for the whole journey. You are liable for prosecution if you do not hold a valid ticket, pass or other relevant documentation.

Fares are normally calculated with reference to Farestages. If you board a bus at a location that is not a Farestage, you will be charged from the previous stage. Similarly, if you alight at a location that is not a Farestage, you will be charged to the subsequent Farestage. 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 cash ticket unless our publicity specifically advises that this is possible.

If in special circumstances you are unable to pay for your intended journey, the driver will at their discretion accept you for travel only if your journey is deemed necessary and if you are

able to give details of your name and address with some supporting identification to the satisfaction of the driver. Children aged under 16 and people who in the opinion of the driver are 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 administrative costs where appropriate.

## **CHILD FARES**

There is no charge for children under five years of age when travelling with another passenger travelling on a valid basis providing the child does not occupy a seat to the exclusion of an adult passenger and up to a maximum of two children for each passenger. Children over 5 years of age can normally travel at a reduced rate, subject to local conditions as detailed on the farescale for individual routes. Children who are unable to provide proof of their age on request from the driver, where the driver reasonably doubts their age, may be required to pay the adult fare.

## **RETURN TICKETS**

For some journeys, you may buy a return ticket which usually offers a discount over the cost of two single tickets. Return tickets are valid only on the day of purchase. Return tickets are available from the driver of the bus on your outward journey and you need to show the ticket to the driver of the bus on your return journey.

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

There are many different types of Smartcards, multi-journey and season tickets accepted for travel on our services subject to the particular conditions relating to these tickets. Some tickets are issued by other organisations. In general, details of acceptance will be included in the farescale for each service or in the product information provided by the pass/ ticket issuer.

## **CONCESSIONARY TRAVEL**

If you hold a valid Concessionary Fare permit or pass, please show this to the driver every time you board a Huyton Travel bus. The validity of individual passes is determined by the issuing authority.

# 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 you find lost property on a bus, please 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. Under normal circumstances, you will need to

collect the lost property from the Huyton Travel depot at which the lost property is being stored. Our arrangements comply with the relevant legislation.

## Miscellaneous

The governing law for these Conditions shall be the law of England and the courts of England 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 which shall remain in full force and effect and such invalid or unenforceable provision shall be deemed to be amended as far as possible to give effect to the intentions of the parties in relation to that provision.

These Conditions constitute the entire agreement between us and you. None of our employees is entitled to alter or vary any of the provisions of these Conditions of Carriage.

These Conditions replace any previous Conditions of Huyton Travel Limited and take effect from 1 January 2010.

### **WHAT TO DO IF YOU HAVE A COMMENT OR A COMPLAINT**

If you want to tell us what you like or don't like about our service, you can do so by calling 0151 449 3868.

We will respond to your comment or complaint within 10 working days of receipt and will keep you up to date on progress in the meantime.

If you are not satisfied with our response for any reason, please contact us again. Alternatively, you can write to Bus Appeals Body, c/o Bus Users UK, PO Box 2950, Stoke-on-Trent. ST4 9EW