

EXPRESS MOTORS

General Conditions of Carriage

1. INTERPRETATION

In this document Express Motors, Llyfni Road, Penygroes, Caernarfon. Gwynedd. LL54 6ND is referred to as the Company.

Vehicle means a passenger-carrying vehicle or any other vehicles used by the Company for the carriage of passengers in the course of its business.

Any person or customer travelling on a Company vehicle or intending to do so is referred in this document as passenger/passengers.

Driver means a person licensed to drive a vehicle.

Faretable means the Company's published faretable as amended from time to time.

The vehicle means a passenger-carrying vehicle as defined in section 1 of the Public Passenger Vehicles Act 1981. Regulations means the Public Passenger Vehicles Act (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990 (1990 no 1020 and Amendment Regulations 1995 (SI 1995 no 185) and 2002 (SI 2002 no 1724).

Any person or customer travelling on a Company vehicle or intending to do so is referred in this document as passengers.

Passengers who travel on the Company's vehicles will be deemed to signify acceptance of these terms and conditions of carriage.

Ticket includes any valid ticket, card, voucher or other travel document or warrant relating to a journey on a vehicle.

2. GENERAL

2.1 Basis of Carriage

Passengers are carried subject to the provisions of all relevant legislative enactments. Although the Company makes every effort to maintain the services shown in its timetables, the Company reserves the rights to alter, suspend, withdraw or vary the route of any vehicle or service and to alter any operating times of service without prior notice. The Company does not undertake that its vehicles shall operate a service at the time set out in its timetable or at all nor that its vehicles arrive at the times specified in its timetable, or at all.

2.2 Liability for Loss, Damage or Delay.

The Company shall not be liable for:

2.2.1 Death or personal injury, any other loss or damage other than that suffered by a passenger carried in or entering or alighting from any vehicle operated by the Company PROVIDED THAT:

- i) any person who attempts to enter or alight from any vehicle which is not stationary at a bus stop does so at his/her own risk.
- ii) the Company shall not be relieved from liability for death or personal injury caused by the negligence of the Company or its employees or agents.

2.2.2 Any other loss, damage or delay or loss of or miss-delivery of or damage or delay to property PROVIDED THAT:

- i) the Company shall not be relieved from liability for such loss, miss-delivery or damage which the claimant shall prove was caused by the negligence of the Company or its employees or agents.
- ii) the Company shall not incur liability of any kind where there has been fraud on the part of the passenger.

2.2.3 Any loss or damage arising whether directly or indirectly from the failure of the Company's advertised or scheduled services to start or arrive at the time specified or at all nor shall the Company be liable for any loss or damage arising either directly or indirectly as a result of deviation or variation of route or any breakdown arising from any cause whatsoever.

2.3 Other Operator's Services.

2.3.1 Particulars of services operated by other companies are shown in the Company's timetables for convenience of passengers only. The Company shall be under no liability for any loss, damage, inconvenience or injury arising from the failure of the service to be operated in accordance with the times specified in the Company's timetables or at all.

2.3.2 The Company is under no liability in respect of any loss, damage, delay, inconvenience or injury whatsoever arising in relation to services provided by another Company.

3. TICKETS

3.1 All passengers are responsible for ensuring that he/she receives and retains a ticket corresponding to the fare paid and appropriate for the journey undertaken whether this is single, return, day or period.

3.2 Tickets are not transferable from one passenger to another. Any person using or attempting to use a ticket belonging to another person, on which it is indicated that the ticket is not transferable, will be liable to prosecution.

3.3 All tickets and other travel documents relating to the journey must be presented by the passenger upon request to the driver or other authorised employee of the Company. If not produced, the fare for the journey shall be deemed unpaid and the passenger may be required to pay the standard fare upon demand.

- The Standard Fare being £10.00 is also imposed for failure to be in possession of a valid ticket for that journey.

3.4 Tickets must be retained in an undamaged condition. The Company may decline to accept any mutilated or damaged tickets.

3.5 The Company may, in its absolute discretion, decline to issue or renew a ticket or card for any reason whatsoever.

3.6 A ticket holder is not entitled to a refund in respect of an unexpired portion of a ticket or card. The Company will, in its absolute discretion, consider an application for a refund if they are surrendered.

3.7 If a ticket or card requires the signature of the holder, the absence of the signature makes the card invalid for use.

3.8 The use of any tickets contrary to these conditions renders the user liable to prosecution and the forfeiture of the ticket.

3.9 Full details of the range of tickets issued by the Company can be obtained from the Company's office.

3.10 Concessionary Pass Holders - If you hold a valid Concessionary Fare pass or permit, this must be shown to the driver when boarding and you will be issued with a zero value bus ticket, as authority to travel which you must retain (in good condition) for the duration of your journey. This is your proof of travel.

4. FARES

4.1 Full details of fares and services are set out in the fare book, which is available for inspection at the Company's office at Penygroes.

4.2 The Passenger is liable to pay for any journey made on any Company vehicle at the fares set out in the fare book and shall pay the fare to the driver whether or not payment is demanded.

4.3 Persons when attaining their 16th birthday will pay the full adult fare for the journey(s) made.

4.4 Where the passenger considers that an incorrect fare has been charged, the Company shall not be obliged to act upon the passenger's complaint unless the dispute has been raised with the driver at the time the ticket was issued.

4.5 Where fares are arranged in stages, passengers boarding a vehicle at a point between stages will be charged the fare appropriate from the previous stage. Passengers alighting between stages will be charged as if they were travelling to the next stage.

4.6 A passenger may not break a journey between the departure and destination points named on the ticket unless:

4.6.1 it is one of the range of through tickets offered by the Company, or

4.6.2 a transfer from one vehicle to another vehicle is arranged by the Company and passengers are transferred by one driver to another.

4.7 The standard fare for travel is £10.00 where applicable. Passengers may travel at the fares detailed in the fare book. Passengers not in possession of a valid ticket or pass for the journey they are making are liable to pay the standard fare of £10.00 on demand.

4.8 When a driver has insufficient change to give to the passenger, he/she should issue the appropriate ticket and retain the money tendered for the remainder of the journey. If the driver still has insufficient funds, arrangements will be made for any change to be collected from the Company's office. Under no circumstances will passengers be allowed to travel free of charge or without a valid ticket.

5. CARRIAGE

5.1 Conduct of Passengers.

5.1.1 The driver is responsible for the safety of the vehicle at all times, and as such may remove any passenger whose behaviour prejudices safety or is in breach of the Public Service Vehicle (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990, Section 6, by the driver or, on the request of the driver, by any police constable. These regulations set out certain rights and responsibilities on all parties, and full details of these can be obtained from the Company on request.

5.1.2 Smoking is prohibited on all vehicles at all times. Passengers found smoking may be removed from or directed to leave the vehicle, in which case no refunds shall be made. Assailant will be liable for any costs incurred by other customers. The lighting of matches or cigarettes in or on any part of the Company's vehicles is prohibited.

5.1.3 The Company's employees have the right to go about their duties without fear of any assault or attack from any passengers traveling on Company vehicles or from members of the general public. The Company will push for the heaviest penalties against any passenger who intimidates an employee of the Company and will contact the police for assistance on being notified of any such disturbance.

5.2 Boarding, Alighting and Stopping Places.

5.2.1 Vehicles will stop to pick up and set down passengers at points defined by a bus stop sign. On sections of route indicated on the timetable where signs are not displayed, vehicles will stop on request at locations that are deemed safe by the driver. Stops will not be made on steep hills or on dangerous crossings or at any point where the driver considers that it would be dangerous or inexpedient to stop.

5.2.2 Passengers shall not attempt to board or alight from any vehicle unless it is standing at a bus stop or has stopped upon request in accordance with sub-clause 5.2.1.

5.2.3 Bell pushes are provided for the use of passengers to stop the vehicle for the purpose of alighting.

5.3 Standing Passengers.

5.3.1 Standing passengers will be carried at the absolute discretion of the Company. Where standing passengers are carried the Company will do so in accordance with the provisions of this clause.

5.3.2 Standing passengers are not permitted on the platform, staircase or upper deck of a double deck vehicle or on the steps of a single deck vehicle or standing against the emergency exit doors or door.

5.3.3 The permitted number of standing passengers on a minibus, midi bus or single deck vehicle or on the lower deck of a double deck vehicle shall be indicated on the vehicle. Such number does not necessarily indicate the maximum number the vehicle is legally certified to carry.

5.4 Carriage of Animals.

5.4.1 The Company, at its discretion, may permit dogs and other small domestic animals to be carried if they are accompanied and subject to clauses 5.4.2, 5.4.3 and 5.4.4.

5.4.2 Any animal allowed to board a Company vehicle shall be carried at the entire risk of the passenger and the passenger shall indemnify the Company against any damage, loss or injury whether direct or consequential of whatsoever nature caused as a result of the carriage of the animal. Except in the case of a disabled person accompanied by an assistance dog, a guide or learning dog, the carrying of dog(s) is permitted only in accordance with the instructions of the driver and Company officials.

5.4.3 Animals may not sit on the seats of the Company vehicle and unless carried on the lap of a passenger must be kept on the floor of the vehicle or otherwise as directed by the driver.

5.4.4 The driver shall be entitled to require the removal of any animal from the vehicle in the event that it causes inconvenience or offence to other passengers and the Company shall incur no liability to the passenger accompanying the animal in that event.

5.5 Luggage and Personal Property.

The Company is not a common carrier and will accept luggage and other personal property for carriage on these services only upon these conditions.

The passenger shall take charge of luggage and personal property carried on any journey and shall be responsible for its care and handling.

5.5.1 Anyone who travels on a public service vehicle with any article described below must comply with the directions of the driver or inspector, in respect of where on the vehicle the article is carried and if requested, must remove the article from the vehicle. Such articles will include those which:

- Are bulky or cumbersome
- Might be annoying to anyone on the vehicle
- Might cause injury or danger to anyone on the vehicle

- Might damage the vehicle or the property of someone on the vehicle.

5.5.2 The Company will not be held responsible for property left on board the vehicle other than the provisions of Public Service Vehicles (Lost Property) Amendment Regulations 1995.

5.6 Pushchairs.

Pushchairs must be folded and placed in the appropriate luggage area provided with the exception of travel on Super Low Floor vehicles where pushchairs may be parked in the space at the front of the vehicle. Unfolded pushchairs must not obstruct the gangway. Unless however, a wheelchair user wishes to board the vehicle at which time the pushchair/pram must be folded and the space vacated.

5.7 Lost Property

5.7.1 The provisions of the Public Service Vehicles (Lost Property) Amendment Regulations 1995 apply to all the Company's services.

5.7.2 Any passenger finding property left on a vehicle by another passenger must hand it to the driver.

5.7.3 When lost property is claimed, the representative of the Company may require the claimant to open any receptacle in which it may be contained and submit the contents to examination for the purpose of establishing ownership, and pay the stated fee in accordance with the appropriate Lost Property Regulations. Additionally, if the operator forwards lost property to a claimant, the claimant must pay the costs of post and packaging in advance.

5.7.4 The Company will dispose of lost property after one month if a) it is not claimed, b) the operator is not satisfied that the claimant is the owner of the property or c) the owner refuses to give his/her name and address or pay the fee if appropriate.

5.7.5 Perishable property may be destroyed or disposed of in any way within 24 hours if not claimed, or disposed of at any time if it becomes a health and safety risk.

5.7.6 Further conditions apply relating to heading 5.5 and 5.7 which are found under the Company's Terms & Conditions of Private Hire. Copies are available from the Company office or from the Company's website, addressed www.expressmotors.co.uk

5.8 CCTV

5.8.1 The Company may operate CCTV cameras on vehicles to monitor the conduct of passengers. Assaults, smoking and vandalism to Company vehicles, property or personnel will not be tolerated and may be reported to the police at the discretion of the Company. CCTV footage from Company vehicles may be passed to the police to be used as evidence in prosecuting criminal activity. The provisions of the Data Protection Act 1998 are observed by the Company in relation to the use of CCTV in its vehicles.

6. CUSTOMER RELATIONS

6.1 Comments and Suggestions

If you require any information before you travel, or wish to confirm any of the points raised in this document, please contact us...

By telephone on 01286 881 108

Or you can write to us at:

Express Motors, Llyfni Road, Penygroes, Caernarfon. Gwynedd. LL54 6ND

Or fax us on:

01286 882 331

Or e-mail us at:

info@expressmotors.co.uk

Thank you for travelling with Express Motors

If you are not satisfied with the way in which your complaint is handled by the Company, you may take your complaint to The Bus Appeals Body, a national independent body formed to act as arbiter in unresolved disputes between passengers and bus operators.

The address is:

BUS USERS UK Cymru, PO Box 1045, Cardiff CF11 1JE. Tel: 029 2022 1370.

Officer for Wales: Barclay Davies

E-mail: wales@bususers.org

(26.02.14)