

Conditions covering the carriage of passengers and the issue of tickets

1. Introduction

1.1 This document sets out the conditions under which Brighton & Hove Bus and Coach Company Ltd ("the Company") provides bus services and sells tickets for travel on those bus services. It also covers the regulations provided by law which govern the way customers should conduct themselves when using buses.

All tickets issued by the Company are issued subject to the Company's regulations and conditions as set out in this document. Where such tickets are valid for use on the services of other bus operators, or on railways, passengers are also subject to the regulations and conditions published by those companies when using, or upon, such vehicles or trains.

1.2 The Company has a positive "Customer Care Policy" which sets out to achieve high standards of customer service in providing bus services.

1.3 Written enquiries, suggestions or complaints will receive immediate attention if addressed to the Managing Director, Brighton & Hove Bus and Coach Co. Ltd, 43 Conway Street, Hove, BN3 3LT. email feedback is welcome at info@buses.co.uk and will be dealt with the same working day as receipt.

1.4 For telephone enquiries, please telephone our Customer Unit - Brighton 886200

1.5 In these conditions,

(a) "An authorised person" is the driver or conductor of any vehicle, an inspector, or any other Company official or Manager.

(b) "Bus" includes any coach or other public service vehicle as defined in the Public Passenger Vehicles Act 1981.

2. Times and operation of bus services

2.1 The Company will make every reasonable effort to maintain the services advertised in their timetables and other publicity. Alterations will be made having given proper notice to statutory authorities and to passengers.

2.2 The publication of timetables or publicity by the Company, or the issue of a ticket, is not an undertaking that its buses will depart or arrive at the times or places stated, that connections will be maintained, or that accommodation will be available on any bus.

2.3 The company will not be liable for loss, damage, injury or inconvenience which may (directly or indirectly) be sustained by passengers or third parties in the event of the alteration or cancellation of any journey or service, whether because of breakdown, adverse weather conditions or other adverse circumstances.

3. Payment of fares

3.1 Passengers must tell the driver of the journey they intend to take if requested.

3.2 Passengers must pay their fare to the driver immediately on boarding the vehicle and take a ticket.

3.3 The Company reserves the right not to accept or give change for notes of denominations of £20 or above.

3.4 Passengers must produce their ticket if required for inspection by an authorised person, and, if they fail to do so, pay the appropriate fare for their journey.

3.5 Passengers must, on completion of the journey for which they have paid, leave the vehicle if requested by the driver, or pay the appropriate fare for the continuation of their journey.

3.6 Passengers must, upon the instruction of an authorised person, surrender their ticket upon completion of their journey.

3.7 Any passenger who has failed to pay his fare before the end of their journey shall pay it to an authorised person on request before he leaves the vehicle, unless otherwise agreed.

3.8 Passengers should examine their ticket and change upon receipt. Any discrepancy regarding change must be reported to the driver at once, as no claims can otherwise be accepted.

3.9 Fares are arranged in stages and zones, and passengers getting on a bus at a stop between stages will be charged as from the previous stage. Passengers getting off between stages will be charged to the next stage.

3.10 Unless there is a transfer fare arrangement, holders of ordinary single tickets are not allowed to break their journey. Return tickets are valid for one outward and one homeward journey between the same two stops (or a close equivalent) by the same route or a different route where the fare is the same. Passengers may not break their journey in either direction.

3.11 In cases of dispute between customers and drivers or inspectors regarding the correct fare, or the acceptance of return or other tickets, passengers shall pay the fare requested by that person and refer the matter to the Company. A refund will be made if there is an error.

3.12 Prospective customers who have no valid ticket, and are unable to pay their fare, will not be carried. However, subject to the provisions of those sections of these regulations dealing with passengers' behaviour, children aged under 16 will not normally be refused travel.

4. Season and other pre-purchased tickets - general conditions of issue

4.1 The issue of SAVER or scholars

Season tickets, other pre-purchased tickets and identity cards are subject to the following conditions:

(a) Holders of such tickets have no precedence over other passengers, and the company cannot be held liable for the consequences arising from any lack of accommodation on a particular journey.

(b) SAVER tickets are valid for unlimited travel within defined areas; these areas are described in appropriate publicity material. Season tickets are valid for travel only between the points shown on the ticket, or intermediately, via the route shown.

(c) Such tickets are not transferable, and may be used only by the person(s) for whom the ticket was purchased. If a ticket is transferred, or attempted to be transferred, it will be confiscated, and both the person to whom it was issued and the person to whom it was transferred or attempted to be transferred, will be liable to prosecution. The law states that it is an offence for a passenger to use, or attempt to use, a ticket which has been altered or defaced, a ticket issued to another person where that ticket is not transferable, or an expired season or other such ticket without reasonable excuse. The Company will prosecute passengers who break the law in this way.

(d) Duplicates will not normally be issued in respect of SAVER tickets. However, a duplicate for a ticket of more than 3 months duration may be issued at the discretion of the Company if the holder is able to provide proof of purchase. It will be the responsibility of the holder in these cases to provide replacement photograph(s) for any duplicate photocards required.

(e) In no circumstances will a duplicate be issued in respect of any ticket under 3 months duration or in respect of discounted SAVER tickets to students.

(f) Should a Scholars season ticket be lost, the holder must notify the Education Authority immediately, in writing. The issue of a duplicate will be subject to the consent of the Education Authority if that Authority has paid for the ticket.

(g) Should a ticket become defaced or illegible, it must be returned to the Company. If the Company is satisfied as to the ownership and cause of damage, a duplicate ticket may be issued, for which an administration fee will be charged.

(h) If a Season or SAVER in respect of which a duplicate has been issued is found, such ticket must be returned at once to the Company.

5. Refunds

5.1 If a SAVER ticket is not required for

any reason a refund may be available in certain circumstances. Each case will be subject to review in accordance with the Company's procedures, and any refund will be entirely at the discretion of the Company. The Company reserves the right to refuse a refund on any ticket.

5.2 Refunds will not be made in respect of Christmas or Boxing Days, any other statutory holidays, any other days on which it can be foreseen that no service will be provided, or days on which the company has advertised a suspension of service. In the event of a suspension of services because of strikes, labour disputes, emergency or adverse weather conditions, any refunds or extension of validity of Season or other pre-purchased tickets will be entirely at the discretion of the Company.

5.3 Refunds will not be considered in respect of SAVER tickets of less than 3 months duration.

5.4 Refunds will be made by deducting from the purchase price of the ticket an amount equal to the price of tickets for the weeks used, part weeks of use counting as whole weeks.

For example. A 3 month ticket surrendered at the end of the 5th week. Refund = purchase price less price of a 4 week ticket plus a 1 week ticket.

5.5 Requests for refunds should be directed in the first instance to Customer Services at 43 Conway Street, Hove or 1 Stop Travel, 16 Old Steine, Brighton.

6. Children's fares

6.1 Up to three children under 5 years of age, accompanied by a fare paying adult or child passenger, and not occupying a seat, may travel free of charge on the Company's services.

6.2 Discount single fares (or day return fares where issued) will be allowed as follows:

Children of 5 and under 14 years of age.

Children aged 14, 15, 16, 17 and 18 upon production of a valid Bus ID card.

6.3 At certain times, Bus ID card holders may receive further discounts, as advertised.

7. Concessionary Travel

Holders of National Concessionary Passes are entitled to travel in accordance with the terms and conditions of such passes and have no precedence over other passengers.

The Company reserves the right to vary the above arrangements on certain special services.

8. Luggage

8.1 The Company reserves the right to refuse, at the discretion of the driver/conductor or another authorised

person, to carry any luggage, package or parcel. Any such item that is unduly bulky, combustible or offensive, which causes inconvenience to other passengers or which, in the discretion of an authorised person, obstructs the driver in the course of his duties, will not be carried.

8.2 Reasonable items of personal luggage, folding chairs and wheeled shopping baskets will be carried if, in the discretion of an authorised person, there is room on the vehicle. Bicycles and non-folding perambulators will not be carried.

8.3 Pushchairs and wheelchairs will be carried provided there is room in the allocated space.

8.4 The Company will not convey unaccompanied luggage or parcels.

9. Lost Property

9.1 The law regarding property lost on buses is contained in the Public Service Vehicles (Lost Property) Regulations 1978. Briefly, these regulations (which are incorporated in these conditions) state that:

(a) Any person who finds property accidentally left on a bus must hand it immediately, in the state it was found, to the driver/conductor.

(b) Any property found by, or handed to, the driver/conductor, shall as soon as possible, and in any case within 48 hours, be given to the Company.

(c) If, before such property has been handed to the Company, it is claimed by a person who satisfies the driver/conductor that they are the owner, then it will be returned to that person immediately without fee or reward. The person claiming property in this way must give his/her name and address to the driver/conductor, who must report the facts to the Company.

(d) If property handed to the Company appears to be of a perishable nature, and is not claimed within 48 hours of the time it was found, it may be destroyed or otherwise disposed of as thought fit. If, in the opinion of the Company such property has become objectionable, it may be disposed of at any time.

(e) The Company can open packages, bags or other containers to examine the contents for the purposes of finding out their value or tracing the owner.

(f) Official documents, including passports, have to be returned by the Company to the appropriate issuing or controlling body.

(g) For all other items, where the name and address of the owner is easily ascertainable, the Company has to inform the owner that the article(s) are in its custody. Property claimed by the owner will be returned by this Company for no fee.

(h) The Company may dispose of property not claimed within one month.

9.2 The Company and its servants will not be responsible for the loss

of, or damage to, any property left (whether deliberately or accidentally) on its vehicles or on the Company's premises.

10. Conduct of passengers

10.1 The conduct of passengers while using the Company's buses is governed both by the criminal laws of the United Kingdom and by certain other regulations. These special regulations are incorporated in these conditions. No passenger while on, or waiting to enter, a bus shall:

(a) Where the vehicle has a door which passengers are by a notice informed is for a particular purpose use that door for any other purpose unless otherwise directed or authorised by an authorised person.

(b) Put at risk or unreasonably impede or cause discomfort to any person travelling on or entering or leaving a bus, or a driver, inspector, conductor or employee of the company when doing his work on the bus.

(c) Throw or trail any article from the bus.

(d) Smoke, or carry lighted tobacco, or light a match or a cigarette lighter in or on any part of the bus where passengers are informed by a notice that smoking is prohibited. (Smoking is banned throughout Brighton & Hove's buses).

(e) Except with the permission of the Company, distribute any paper or other article for the purpose of giving or seeking information about, or comment upon, any matter.

(f) Except with the permission of the Company sell or offer for sale any article.

(g) Speak to the driver unless:

(i) in an emergency or on grounds of safety; or

(ii) to give directions as to the stopping of the bus.

(h) Without reasonable cause, distract the drivers attention, obstruct his vision, or give any signal which might reasonably be interpreted as a signal

(i) to stop the bus in an emergency; or

(ii) to start the bus.

(i) Travel on any part of the bus which is not provided for the carriage of passengers.

(j) Remain on the bus when directed to leave by an authorised person on the following grounds:

(i) that their remaining would result in the number of passengers exceeding the maximum seating capacity or the maximum standing capacity marked on the bus in accordance with Regulations. (Public Service Vehicles (Carrying Capacity) Regulations 1984).

(ii) that he has been causing a nuisance; or

(iii) that his condition is such as would be likely to cause offence to a reasonable passenger, or that the condition of his clothing is such that his remaining would be reasonably

expected to soil the fitting of the bus or the clothing of other passengers.

(k) Play or operate any musical instrument or sound reproducing equipment to the annoyance of any person on the vehicle or in a manner which is likely to cause annoyance to any person on the bus.

(l) Intentionally interfere with any equipment with which the bus is fitted.

10.2 While travelling on, or waiting to board, a bus passengers must not use obscene or offensive language, or conduct themselves in a riotous or disorderly manner. They must not combine with others to make excessive noise, whether by singing, shouting or otherwise. They may not wilfully deface or damage any part of the bus, or any notice or advertising matter affixed to the vehicle.

10.3 Passengers must not travel on the top deck of a bus unless they are occupying a seat.

10.4 Passengers may not bring firearms (whether loaded or unloaded, real or imitation) or other dangerous or offensive articles onto buses.

10.5 Passengers whose dress may cause danger to them while travelling by bus may be refused entry to the Company's vehicles (eg a customer wearing roller skates or other unsuitable footwear). In any event, the Company will not be liable for any injury arising from the wearing of such clothing while the customer is on one of its vehicles.

10.6 Any passenger who infringes these regulations may be removed from the vehicle by an authorised person or, on his request, by any Police Officer. He must give his name and home address to any authorised person, or to a Police Officer on demand.

10.7 Although children under 16 will not normally be removed from buses by the Company's employees, such children who breach these regulations (in particular those relating to vandalism or unruly behaviour) render themselves liable to such removal. In these circumstances, the Company will not be liable in respect of the consequences that may arise.

10.8 The Company reserves the right to detain and arrest any person causing an arrestable offence, or who is in breach of any of the aforesaid regulations concerning conduct. The Company may take such persons to any Police Station or any Police Officer. No trespass to the person shall be occasioned by such circumstances.

11. Animals

11.1 No passenger may bring any animal onto a vehicle without the consent of an authorised person, which may (except in the case of a dog accompanying the holder of a card issued by the Guide Dogs for

the Blind Association) be rescinded at any time at his discretion.

11.2 Subject entirely to the discretion of the Company, or an authorised person, to refuse to carry an animal at any time, dogs will normally be carried free on the Company's services. No other animals will be carried at any time, except that small animals in baskets or other suitable containers may be carried as passengers luggage.

11.3 Dogs must be accompanied by a fare-paying Passenger, and are carried at the owners risk. The owner of an animal will be held responsible to the Company and/or to other passengers in respect of any damage, injury or loss caused by, or attributable to, the presence of the animal on the vehicle. Dogs must remain on the floor, and must not be allowed on the seats at any time.

12. Open Top Buses

12.1 Passengers travelling on the upper deck of open top buses are required to remain seated at all times, particularly when passing under bridges or overhanging trees.

12.2 Unaccompanied children are not carried on the upper deck.

13. Force Majeure

13.1 Subject to the provisions hereof, the Company shall be relieved of liability for any loss or damage if, and to the extent that, such loss was caused by:

13.2 The act or omission of the passenger or any other passenger on a bus.

13.3 Insufficiency of the packing of any luggage carried.

13.4 Handling, loading, stowage or unloading of any luggage by the passenger or any person acting on behalf of the passenger.

13.5 Strike, lock-out, stoppage or restraint of labour, or industrial disputes, the consequences of which the Company was unable to avoid by the exercise of reasonable diligence.

13.6 Any event which the Company was unable to avoid or prevent by the exercise of reasonable diligence.

Note - Statutory Provisions

Public Passenger Vehicles Act 1981, Sections 24 and 25. Public Service Vehicles (Conduct of Drivers, Conductors and Passengers) Regulations 1990.

January 2009

The above Conditions apply to passengers of Brighton & Hove Bus and Coach Company Limited, passengers using other companies services should apply to the relevant company for their Conditions.