

# Go Goodwins Coaches Limited

## Conditions of Carriage

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

We aim to provide a safe, reliable, comfortable journey on a well-maintained and clean vehicle as well as offering a punctual service. Unfortunately there are occasions when we are unable to run as advertised due to factors beyond our control such as roadworks, inclement weather and exceptional traffic congestion.

Wherever possible we will endeavour to advise you of any disruption to services but, in the event of cancellation, delay, diversion or termination of any service 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.

## Conduct of Passengers

The driver is responsible for the safety of the vehicle. Any passenger whose conduct is in breach of statutory regulations may be removed from the vehicle or prevented from boarding on the driver's authority, should he/she have reason to believe that your behaviour jeopardises the safety, security and comfort of others.

When travelling with us you must :-

- Refrain from smoking
- Refrain from consuming alcohol
- Behave in a manner that is not threatening, abusive and does not cause offence to other passengers or staff
- Not obstruct any emergency exits, gangways or other locations on the bus that would jeopardise safety
- Refrain from leaving any rubbish or discarded items on the bus
- Not be wearing soiled working clothes or carrying any soiled items which might stain the seats etc
- Refrain from playing music loud, i.e. at a volume which may be heard by other passengers
- Not wear rollerblades or other unsuitable footwear whilst onboard our vehicles, for your own safety
- Except in an emergency, you must not talk to the driver whilst the bus is moving, obstruct the driver's vision or otherwise distract him.

Any passenger in contravention of these and other statutory regulations may be required to give their name and address to a member of staff. Passengers may also be restrained or removed from the bus by a member of staff, or by a Police Officer or CSO (Community Support Officer) at staff request. We may also cancel your ticket without refund and take any other measures we consider necessary to protect the safety, well-being of our employees and other passengers.

## Fares and Ticketing

Whenever you board a bus you must either show the driver a valid prepaid ticket, pass or other form of authority to travel OR pay the fare for the journey you intend to take to the driver whether specifically requested to do so or not.

Where you make a payment to the driver you should ensure that you are given a new ticket issued from the ticket machine, which corresponds with the amount you have paid for your journey. You should check your change and point out any discrepancies immediately as mistakes cannot be rectified later.

We do not accept payment by cheque and drivers are not able to accept £50.00 notes and may not always have sufficient change. 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/tampered with you will be liable to pay a fare for the journey. We will not refund this fare if you later find the missing ticket or other document. It is your responsibility to ensure that you hold a valid ticket for the whole journey. You are liable for prosecution if you do not hold a valid ticket or pass.

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. In certain areas a number of stops may be grouped together as one fare stage.

Return tickets are only valid on the day of purchase and are valid for one single journey in each direction. These can be purchased from the driver on the outward journey. You will need to show the ticket to the driver on the bus on your return journey.

Children under the age of 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 a child/children under the age of five years, provided they are accompanied by another passenger who is travelling on a valid basis and does not occupy a seat or seats to the exclusion of an adult passengers.

If you hold a valid Concessionary Fare permit or pass, this must be shown to the driver every time you board. The validity of individual passes is determined by the issuing authority. You will be issued a zero-value ticket from the driver which you must retain for the duration of your journey.

## **Carriage of luggage, animals, children and cycles**

Go Goodwins Coaches Limited are constantly investing in updating its fleet to improve access and space for the disabled, in wheelchairs, certain approved mobility scooters and for passengers travelling with young children in small prams and/or buggies.

Wheelchairs, approved mobility scooters, small prams and unfolded buggies may only be carried on suitable low floor vehicles. Whilst we 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.

When not required by a wheelchair passenger, the priority area on accessible buses can be used by up to two buggies/prams or pushchairs. Use of the priority area by any customer is subject, at all times, to enough space being available and the discretion of the driver. During travel buggies, pushchairs, prams, wheelchairs etc, must be securely positioned so that they are stable and do not cause an obstruction or hazard.

In the interests of safety and for the comfort of all our customers, we reserve the right to refuse or restrict the size and type of luggage that you can bring onto our buses. You remain responsible, at all times, for the safe carriage, stability and handling of any items you bring on board. You may not be allowed to travel if, for example, the available space for carriage of luggage is already full or, 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.

Certain items cannot be carried under any circumstances in the interests of safety of other passengers. These include explosives, ammunition, weapons, paint in either unsealed containers or plastic containers exceeding 5 litres and combustible or otherwise hazardous materials, including petrol.

Accompanied dogs and other small animals that will not be a danger or nuisance to other passengers are allowed to travel on our buses at the discretion of the driver, who may decide where on the bus the animal is to be carried. A fare is chargeable for dogs/animals, however, guide dogs travel free. Certain types of dogs must be muzzled and put on a lead, in accordance with the dangerous dogs act. Any animal carried must remain under control and must not be allowed to sit on the seats.

## **Lost Property**

We will do all we reasonably can to locate and return any lost property left on our vehicles to its owner. Providing the property is not perishable or objectionable, we will keep it for 1 calendar month. If the property is not reclaimed within 1 calendar month, we will become the owner of the property and dispose of it appropriately. If you find lost property on a bus, please hand it to the driver. 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 must contact Go Goodwins Coaches Limited. Claimants will be required to satisfy us that the item belongs to them and provide their name and address. Lost property will need to be collected from the offices of Go Goodwins Coaches Limited.

## **How to make a Complaint**

We welcome suggestions and complaints because they enable us to improve our services and put things right when they have gone wrong. We would prefer passengers to contact us rather than stop using our services. 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 7 days. When we have failed, we will offer a sincere, speedy apology and have a genuine commitment to avoid repetition.

## **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.

## **Amendments**

These Conditions may be amended at any time and any revision will be advertised.

## **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 Go Goodwins Coaches Limited and its customers. None of our employees are entitled to alter or vary any of the provisions of these Conditions.