

## **Condition of Carriage**

In buying a ticket from us, you enter into a contract with Notts+Derby. The Conditions of Carriage in this document therefore reflect Notts+Derby's legal obligations and the legal obligations which we reasonably expect from you as our customer.

These Conditions are governed by the laws of England and Wales as applicable. Any Condition subsequently found by a court or competent authority to be invalid does not affect the validity of the others. None of our employees are permitted to vary the Conditions in any way.

The terms of these Conditions do not affect your statutory rights.

### **Liabilities**

1. We will do everything possible to provide you with a high quality and reliable service. There are though, sometimes events beyond our normal control which may cause us to have to alter some or all of the service as necessary. We do our best to overcome delays and to keep you informed but cannot be held liable for any loss, damage, costs or injury that you may suffer as a result.
2. We will try as far as possible to provide a vehicle with the correct number of seats according to demand. We cannot though, guarantee the availability of a seat on any of our services regardless of your ticket type or that you will be able to board if the vehicle is full.
3. If you suffer injury and there is evidence that it was caused by our negligence we will consider claims for liability.
4. You are though liable to us and/or other passengers for any injury, damage or loss caused by you or by any items that you bring on board with you including animals.

### **Fares and ticketing**

1. On boarding the vehicle, you must either pay the correct single or return fare for the journey you intend to take; or show the driver a valid printed or electronic ticket, pass, permit, smartcard or other form of authority for that journey. The driver can advise on the best ticket to suit you.
2. You must safely retain your ticket, pass, permit, smartcard or other authority to travel for the duration of your journey and present it on request to an Inspector or any other Notts+Derby official. All of our company officials have photo card identification.

3. If you fail to do so or present any form of ticket that is out of date or has been altered, defaced or damaged in any way, you will be liable to pay the full fare for the journey you are making. Depending on the circumstances, we also reserve the right to charge you a non-refundable penalty fare or to prosecute you. At the completion of your journey, you must leave the vehicle or pay another fare to remain on it.
4. If you get on or off the vehicle at any stop other than a fare stage, you will be charged from the preceding stage from where you board and / or to the next stage after where you get off.
5. You must ensure that any ticket purchased on the bus is issued to you directly from the ticket machine and shows the correct fare you have paid for the journey you are making. You should also check your change and point out any error to the driver immediately as we cannot correct mistakes later.
6. If the driver has insufficient change, you may be offered a change voucher for redemption on your next journey. We will not redeem change vouchers that have been defaced or altered in any way.
7. Unless our publicity specifically permits it, you may not break your journey when travelling on a cash ticket; or transfer any type of ticket to someone other than the person they are issued to. Multi-journey tickets cannot be used by more than one person during the same journey.
8. Children under five who do not occupy a seat may travel for free provided that they do not occupy a seat. Children 5-10 travel at half fare. Children 11-16(18 in some areas) then continue to receive free travel on production of a card showing their age.

### **Wheelchair users**

1. We run a DDA compliant fleet and in each of our vehicles there will be a minimum of one wheelchair space.
2. We ask mums with buggies and prams to, wherever possible, travel with the pram collapsed. The wheelchair space on our buses is designed for wheelchairs; mums who do not collapse their prams will be asked to do so if a wheelchair user boards the vehicle. In the event that the mum refuses to collapse their pram we may have to hold the bus at that location until we can obtain alternative transport for the wheelchair user.

### **Vulnerable customers**

1. We have a policy of never leaving a child under 16 or vulnerable adult at the roadside. The driver will though seek a name and address to enable the fare due to be collected at a later date. Where a child is at a place of safety (e.g. a school) we can reserve the right to refuse travel.

## **Your conduct**

We ask our customers to help us in providing a pleasant travel environment by being respectful of other passengers, our staff and facilities. Otherwise you may be refused travel or asked to leave the vehicle or our premises.

In particular, you must **not**:

1. Smoke at any time – this includes cigarettes, e-cigarettes, cigars, pipes and means of lighting them.
2. Behave in any way which causes offence to other passengers or our staff – this includes verbal or physical abuse; engaging in sexual intercourse or the performance of any sex acts; being clothed/unclothed in a manner which results in the revealing of intimate parts of your anatomy; being under the influence of alcohol, drugs or solvents; wearing soiled or dirty clothing; putting your feet on seats; consuming and playing personal or other music systems too loudly.
3. Bring any hot liquids onto the bus; unless they are in a container with a screw lid
4. Seek to consume any food items which may cause a hazard and/or offence
5. Distribute, offer for sale or solicit for any items without our prior permission – this includes collecting for charity.
6. Deliberately interfere with, misuse or damage any equipment or fittings on the vehicle.
7. Take part in any criminal or legally prohibited activity.

## **Your safety and comfort**

We want all our customers to be safe during their journey. For this reason, you should observe any instructions given to you by our staff in relation to the operation of the vehicle and its overall capacity.

In particular, you must **not**:

1. Board or alight from the vehicle at any place other than a recognised stopping point or, where there are no fixed stops, at a safe location at the driver's discretion
2. Speak to, distract or impede the driver in any way whilst the vehicle is in motion except in the event of an emergency.
3. Stand forward of the cab area, upstairs or on the stairs of a double-deck vehicle or as prohibited on any other type of vehicle.
4. Obstruct the doorways, exits or any other part of the vehicle so as to inconvenience other passengers or restrict their ability to leave the vehicle in an emergency – this also applies to your belongings.
5. Wear or use rollerblades, skates or other unsuitable forms of footwear whilst on the vehicle.
6. Leave unattended any small children or babies in pushchairs whilst on the vehicle.

Please advise our staff as soon as possible if:

1. You sustain any injury whilst on the vehicle or if you feel unwell during your journey – they will arrange for medical assistance if necessary.
2. You see any suspicious items or behaviour – but take care not to endanger yourself.

### **Luggage and Personal Items**

1. Small items of luggage or other personal belongings are carried at the driver's discretion and the owner's risk. You are responsible for the safe stowage and handling of all items during your journey. Larger or bulky items that cannot be safely stowed at your seat or by using the luggage facilities on the vehicle are not permitted. We do not operate any left luggage facilities on our premises.
2. Bicycles – we will only carry foldable bikes
3. We do not accept explosive, hazardous or combustible materials or items likely to present a danger to other passengers, our staff or the vehicle. Liquids, including paint, must be carried in correct and sealed containers and kept stable at all times.

### **Lost property**

1. Please hand any item of lost property that you find on our vehicles or premises to the driver or other member of our staff. We hold lost property for one month apart from items that are either perishable or become objectionable and need to be disposed of sooner.
2. Lost property can normally only be retrieved from our offices at Bus Depot, Meadow Road, Derby, DE1 2BH. 09:00-16:00 Mondays to Fridays. We will need you to show some form of identification to ensure we are returning the property to its rightful owner.

Please note that if you ask someone else to collect an item of a value on your behalf, we need a signed letter to confirm they are authorised to pick it up on your behalf.

### **Dogs and other animals**

1. Assistance dogs are always welcome to travel free of charge on our buses
2. In the case of dogs, save where they are a breed stipulated under the Dangerous Dogs Act, provided they are either caged or on a lead, they are welcome on our services. Our driver does retain the right to ask any customer to leave the vehicle where their dog is not behaving responsibly. Dogs subject to the Dangerous Dogs Act cannot be carried by us.

3. We will not allow spiders; snakes; lizards (even if they are none venomous) to be carried on our buses, even if they are caged. In addition we cannot carry horses; cows or other livestock.
4. Cats are always welcome on our buses provided they are on a lead or in a cage. The same applies to guinea pigs; hamsters and goldfish (where the latter is in a bowl).
5. Animals cannot occupy seats.
6. Where animals have a lavatorial accident on our vehicles the driver will retain the right to ask the owner to clean up any mess.

### **CCTV and Data Protection**

1. CCTV is used on our vehicles and premises to record images and, in some cases, sound for security and crime prevention purposes. This data may be passed to the police and prosecuting authorities to provide evidence in legal proceedings. Our CCTV equipment and systems are operated in full accordance with the Data Protection Act 1998 and other relevant legislation.
2. Any customer wishing to make a Subject Access Request (SAR) for data held on them within our CCTV system should write to:-

The General Manager, Notts+Derby, Meadow Road Bus Garage, Meadow Road, Derby, DE1 2BH

Giving the :- (1) date they wish the data for  
 (2) times they travelled on our bus  
 (3) service number(s) travelled on

And enclosing a £10 cheque, made payable to, "Notts+Derby". We will reserve the right to take up to 40 calendar days to respond. SAR's with insufficient detail will be refused.

### **Contacting us**

1. Our customer services officer is available, Mondays to Fridays:-  
 09:00-16:00 on 01332 204568 [ndtraffic@nottsderby.co.uk](mailto:ndtraffic@nottsderby.co.uk)
2. Our phone line is not answered outside these times, but please leave a message and we will return your call as soon as possible
3. We aim to answer all items of customer feedback within 5 days. Please note that customer feedback is a standing item on the agenda for our weekly management meetings; when we discuss issues and lessons learnt. Where drivers need to be dealt with formally, please be assured that we do so and we do so thoroughly as we value the quality of service we provide our customers. In common with other

companies though we cannot share with customers exactly what those formal processes have involved.

4. If you aren't satisfied with our response for any reason, please tell us why or, if you prefer, contact:

Bus Users England  
Terminal House  
Shepperton  
TW17 8AS

Tel: 0300 111 0001. Email: [enquiries@bususers.org](mailto:enquiries@bususers.org). Website: [www.bususers.org](http://www.bususers.org).

Unresolved complaints can be referred to the Bus Appeals Body using the contact details given for Bus Users above. Alternatively, you can visit their website: [www.busappealsbody.co.uk](http://www.busappealsbody.co.uk).