

## **Red Eagle Buses Conditions of Carriage**

### **Introduction**

These Conditions of Carriage:

- Set out passenger rights, any restrictions on those rights, and obligations as a passenger of Red Eagle Buses
- Set out the basis on which Red Eagle Buses carries any person and their property
- Apply to any ticket issued by Red Eagle Buses and any contract to carry any person or their property entered into by Red Eagle Buses.

All persons who travel on a transport service provided by Red Eagle Buses, shall be deemed to have agreed to be carried according to these Conditions. The Conditions are consistent with statutory regulations (see below) including those relating to Conduct of Passengers, and Lost Property, and do not affect your statutory rights.

There may be specific variations to these Conditions on certain services that are operated on behalf of other organisations; these variations will be notified and available from Red Eagle Buses.

### **Customer promise**

- We value your custom and welcome customers from all communities that we serve. Here we outline the quality of service that we promise to deliver to you.
- We aim to ensure that you have a safe, comfortable journey on a clean, well-maintained vehicle
- Your vehicle will be driven by a professional PCV licence holder
- We will always endeavour to be helpful, courteous and treat people with respect

Your comments and feedback

- We will make it easy for you to tell us what you like or don't like about our services via our Customer Services hotline 01296 747926 or by email at [enquiries@redeagle.org.uk](mailto:enquiries@redeagle.org.uk).
- We will respond to comments made 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 Red Eagle, The Blinking Owl Garage, Oxford Road, Dinton, HP17 8TT

Limitation of our liability to you

We try to run all our buses on time. However, some things outside our control such as traffic congestion, roadworks or extreme weather conditions might affect your journey. We will work with other parties as necessary to inform customers and reduce the impact our services wherever and in whatever ways this may be possible at the time.

In the event of the cancellation, withdrawal, delay, diversion 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 the statutory regulations or those set out in the Conditions may result in us refusing to permit you to travel or continue to travel. In particular, you must not

- Smoke at any time in any part of the bus or carry any lit pipe, cigar, type of cigarette, match or lighter on the bus; this includes e-cigarettes as this may inconvenience other passengers or cause them to think that smoking is permitted on Red Eagle Buses.
- Speak or behave in a manner that is abusive, threatening or likely to cause offence to other passengers or staff. Intending passengers who in the opinion of the driver appear likely to behave in an inappropriate manner or to be under the influence of alcohol, drugs or solvents may not be permitted to travel.
- Except in an emergency, speak to the driver whilst the bus is in motion, stand forward of the cab area, obstruct the driver's vision or otherwise distract the driver from his / her duties
- Obstruct any emergency exits, the vehicle entrance next to the driver, gangways or other locations on the bus in any way that would inhibit safety
- Stand on the upper deck or staircase of a double-deck vehicle; certain vehicles such as open-top buses may have extra restrictions about standing whilst the bus is moving
- Wilfully damage, deface, soil or otherwise misuse any fixture, fitting or other part of the vehicle including the seating, or attach any article to or throw any article from the vehicle
- Take part in any other form of criminal activity or carry dangerous or legally prohibited items onto the vehicle in any way
- Consume any type of alcohol or items of food or drink which may make other passengers' journeys unpleasant or otherwise cause offence
- Play or operate any musical equipment or instrument in a manner which may cause annoyance to other passengers
- Wear rollerblades, skates or unsuitable footwear whilst on board our vehicles for safety reasons
- Wear motorcycle helmets, ski masks or any type of headgear with a deliberate intention to hide your identity whilst on board our vehicles for security reasons
- Allow small children to be uncontrolled at any point when boarding, alighting or travelling on our services

You must at any time have due regard for other passengers and our staff, and follow any instructions made by staff in relation to safety and the capacity of the bus. Every vehicle carries details of the maximum numbers of passengers it is permitted to carry and in what way passengers can be carried. Large school parties should be supervised by responsible adults and advance notice provided to us of their travel plans. You must inform a member of staff immediately if you sustain an injury whilst boarding, travelling or alighting from a vehicle.

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 be restrained or removed from the bus or

our premises by a member of staff, or by a Police Officer or Police 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 and comfort of our employees and other 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

Buses will stop to pick and set down passengers at recognised stopping places which are normally identified by a "Bus Stop" sign. 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 standing still at locations other than recognised stopping points. Certain routes or sections of route may have no fixed stopping places and buses will stop anywhere on request where it is safe to do so. At bus stations, passengers cannot be picked up at any place other than the official boarding point or stand for safety reasons. Shortly before the bus reaches your intended alighting point, you should alert the driver by ringing the bell.

#### Fares and Ticketing

##### **General**

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

- Pay the fare for the journey you intend to take whether requested to do so or not,
- + or
- 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

Cash fares are charged in accordance with a faretable for each 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 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 or by £50 note in any circumstances; drivers may also not have sufficient change for other bank notes at certain times.

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 either by time or zone, you must leave the bus or pay another fare to continue 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 fare stages. If you board a bus at a location that is not a fare stage, you will be charged from the previous stage. Similarly, if you alight at a location that is not a fare stage, you will be charged to the subsequent fare stage. 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. Except where it is specifically stated to the contrary, tickets, passes or other relevant documentation are not transferable from the person they are issued to. You cannot use a multi-journey ticket for more than one person during the same journey.

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. Vulnerable customers, children 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, together with administrative costs where appropriate, at a later date.

### **Child fares**

There is no charge for children under five years of age provided they are accompanied by another passenger who is travelling on a valid basis and do not occupy a seat or seats to the exclusion of an adult passenger. In some areas, children over 5 years of age can 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 and sometimes have time restrictions (eg: only available after 0900 on Weekdays). In some areas, we offer Off-Peak return fares. 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.

### **Multi-Journey, Saver and Season Tickets**

There are different types of multi-journey Saver and season tickets accepted for travel on our service subject to the particular conditions relating to those tickets. In some areas, we offer special rate Saver tickets for students.

Some tickets may be 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 Red Eagle Bus. The validity of individual passes is determined by the issuing authority. You will be issued by the driver with a zero-value ticket when making a journey on a concessionary fare which you must retain for the duration of your journey.

### **Carriage of Wheelchairs, Mobility Scooters, Buggies and Cycles**

We are able to accommodate one wheelchair or suitable type of mobility scooter on buses that feature low floor, easy access entrances and a designated wheelchair space. We cannot accommodate wheelchairs or scooters on buses that do not have the appropriate facilities for them.

The dimensions of the wheelchair space generally permit the carriage of a wheelchair up to a maximum size of 120cm long by 70cm wide. We accept 3- or 4-wheeled Class 2 scooters under the CPT Code for the use and acceptance of mobility scooters on low floor buses provided the scooter does not exceed 100cm long and 60cm wide with a turning circle of 120cm.

Mobility scooters will only be carried on accessible buses that are fitted with a ramp provided they do not exceed the weight limit shown on the ramp. In some cases, our ability to carry scooters may be affected by specific factors relevant to the scooter model or accessible bus type.

When not required by a wheelchair or scooter customer, the wheelchair space on accessible buses can be used by up to two buggies, prams or pushchairs. Use of the wheelchair space by any customer is subject at all times to enough space being available and the discretion of the driver.

During travel, buggies, prams, pushchairs, wheelchairs and scooters must be securely positioned so that they are stable and do not cause an obstruction or hazard to other customers. Drivers will advise of any circumstances where it is not possible to allow customers to travel safely; this includes their own health, that of the customer, other passengers, members of the public, or the security of the vehicle and its equipment.

The driver can require that pushchairs and all types of buggies are folded at busy times, or to request occupants of the designated area to move elsewhere on the vehicle if a customer wishes to board with a wheelchair or scooter. You should co-operate in allowing proper use of this space by vacating it if necessary in favour of a wheelchair or scooter user.

Folded cycles carried by the user in a holdall may be accommodated in appropriate luggage areas on vehicles where safe to do so and with consideration for other customers or their belongings. Unfolded cycles are not generally carried unless buses have been specifically modified for this purpose.

## **Luggage**

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 or other belongings that you can bring 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 at all times for the safe carriage, stability and handling of any items you bring on board, including liquids or paint which must be in sealed containers and within appropriate bags.

You may not be allowed to travel if 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.

Combustible or otherwise hazardous objects or materials cannot be carried under any circumstances in the interests of safety. These include unsealed heavy batteries and petrol. However, customers who use a single portable oxygen cylinder or unit for personal medical reasons will be carried subject

to a limit of one cylinder on the bus at any time. Cylinders should always be stored or handled in accordance with supplier's or manufacturer's instructions.

### **Animals**

We welcome all types of assistance dog free of charge when accompanying either a registered disabled person or a trainer who can show an appropriate means of identification. Other dogs are accepted at the discretion of the driver. All dogs must be on a harness or lead and, if necessary, muzzled in accordance with the Dangerous Dogs Act. We reserve the right to ask you to leave the vehicle at any time if you permit your dog to behave unacceptably.

Small animals that will not be a danger or nuisance to other passengers are allowed on the vehicle provided they are fully under your control by being boxed, caged or on a lead. Animals must not travel on seats. All animals are carried at the owner's risk.

### **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. Items of lost property can be claimed through Customer Services on 01296 747926. Claimants will be required to satisfy us that the item belongs to them and provide their name and address; they may also be charged an administration fee. Under normal circumstances, lost property will need to be collected from the red Eagle office at which it 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 save where your journey commences and terminates wholly within Scotland or Wales in which case the laws of Scotland or Wales shall apply respectively and the courts of Scotland or Wales shall have jurisdiction.

Should any provision of these Conditions be found to 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.

We reserve the right to amend these Conditions of Carriage at any time without specific notice.

Non-Exhaustive List of Legislation

Public Passenger Vehicles Act 1981

Public Service Vehicle (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990 and Amendment Regulations 1995 and 2002

Public Service Vehicle Accessibility Regulations 2000

PSV (Lost Property) Regulations 1978 and Amendment Regulations 1995

Public Service Vehicle (Carrying Capacity) Regulations 1984 and Amendment Regulations 1996