

Conditions of Carriage

The attention of passengers is drawn to the following conditions of carriage which apply to the services operated by us (Centrebus Ltd, Eric W Bowers Ltd, Centrebus North Ltd, Centrebus East Ltd and subsidiary businesses - referred to in this document as "Centrebus"), or our agents of any ticket for carriage aboard any bus or coach operated by us.

In particular, your attention is drawn to the following customer information:

- Our priority is to ensure the safety and comfort of our customers and staff. Please show full consideration for the safety and comfort of others; follow any instructions given to you by our staff, and observe all relevant notices in vehicles.
- You must have a valid ticket or pass for your journey; and you must present this to any member of our staff when requested. Failure to do so will result in the imposition of a "Standard Fare" of £10 on all services except on the Transpeak service in High Peak, where it will be £25. You may also face prosecution or a civil action.
- Our staff have the right to work without fear of assault or intimidation. We will prosecute anybody who does not respect this right.
- Your journey is subject to our Conditions of Carriage. These set out your rights and obligations as a customer.

Local Bus & Contract Services - Conditions of Carriage

1. Tickets

1.1 Passengers, on paying the correct fare, will be issued a ticket, pass, warrant, magnetic card or smart card showing the amount they have paid and the period of validity of such a ticket, pass, warrant, magnetic card or smart card.

1.2 The acceptance by a passenger of a ticket, pass, warrant, magnetic card or smart card issued by us or our agents in exchange for the payment of any applicable fare shall be held to constitute a contract between you and us on the terms of these Conditions of Carriage.

1.3 Where a concessionary pass has been issued to you, a contract has been entered into between us and the issuing authority for your benefit pursuant to these Conditions of Carriage.

1.4 On issuing a ticket to you it is important that you check the details contained in the ticket are correct immediately on receipt including the fare paid, the date of travel, and the destination recorded as well as any monetary change given to you. In the event of any discrepancy it is important that you bring this to the attention of the ticket issuer immediately as we cannot rectify any errors made at a later date. When a driver has insufficient coins to return any change due, a change

voucher may be issued in lieu of this change, which can be used as a voucher against future purchases, or to claim the change due at a Company office.

1.5 It is the duty of every passenger to retain their ticket until the journey for which the ticket was issued has been concluded and to allow any company official of Centrebus to inspect your ticket at any time during your journey.

1.6 Where ordinary return tickets are offered, they are normally available between the same stage points as the related single fare. A return ticket may be used over the whole or part of the route for which it was originally issued but is not valid for two single journeys in the same direction of travel. Return tickets will only be issued from the boarding stage of the outward journey.

1.7 No ticket issued by us guarantees travel on any particular vehicle or at any particular time and no accommodation is reserved on any of our vehicles at the time of paying your fare.

1.8 We operate our vehicles on a first come first served basis and shall have no liability to you whatsoever if you cannot travel due to the fact that the vehicle you did intend to travel on is already full to capacity.

1.9 Unless otherwise indicated, return tickets issued on the bus are “day returns” valid only for a single return journey on the date of issue.

1.10 No passenger shall attempt to use any ticket, pass, warrant, magnetic card or smart card issued by us or our subsidiaries or agents which has been:

(a) altered or defaced;

(b) issued to another person unless such ticket bears thereon an indication that it is transferable;

(c) issued for a different journey or on a different date and/or time;

(d) has expired; or

(e) is illegible.

1.11 No refund will be made for lost, stolen or defaced return tickets. It is the responsibility of the passenger to ensure that the return portion of the ticket is valid on the vehicle that they intend to use.

1.12 Passengers should be aware that it is a criminal offence to use altered or counterfeit tickets with the intention of deceiving employees of Centrebus. Where we suspect such deception is intended or has taken place then we shall have no hesitation in informing the police and seeking the prosecution of any offence.

1.13 A deposit scheme is operated for the issue of smart cards by Centrebus. A deposit will be applied to all smart card ticket prices, refundable upon return of the card in working condition when it is no longer required.

2. Payment of Fares

2.1 Where a CHILD FARE or age dependant concessionary ticket is requested, we reserve the right to request proof of age if we have reasonable grounds to raise issue with the age of the passenger. Where such information is not supplied we may at our sole discretion seek payment of the full ADULT FARE and subsequent proof of age will not entitle any individual to a refund of the difference between the CHILD FARE and ADULT FARE.

2.2 Passengers boarding a bus at an intermediate point in which no set fare has been fixed will be charged the relevant fare rate from the previous fare stage.

2.3 Passengers requesting a ticket to an intermediate point in which no fare has been fixed will be charged to the fare stage beyond.

2.4 We will make reasonable endeavours to bring to your attention general information indicating changes to our fare table in advance on our websites. However individual fare changes may be subject to alteration without notice.

2.5 Passengers travelling in areas where zonal fares apply will pay the appropriate fare for the number of zones travelled in or through.

2.6 Able bodied adult passengers unable to tender their fare, or provide a valid ticket, pass, warrant, magnetic card or smart card, will not be carried, but in the interest of safety and public relations children, elderly, disabled and other potentially vulnerable persons will not be left stranded when they have no means of payment for their fares.

2.7 In the event that you cannot for whatever reason produce a valid ticket, pass, warrant, magnetic card or smart card, pass or permit for inspection on demand whilst travelling on any of our vehicles, you will be required to pay a standard fare of £10. This sum is payable on demand by an inspector or other company official.

2.8 Should you not be in a position to pay the standard fare on demand you must provide us with your name and address and evidence of your identity so that we may correspond with you regarding payment of the fare as well as any other costs (including legal costs and expenses) we reasonably incur in collecting payment from you. Failure to pay the standard fare requested may lead to court proceedings & recovery as a civil debt.

2.9 You will not be entitled to repayment of the standard fare if you later are able to produce a valid ticket for the journey in question.

3. Maintenance of Service / Limitation of Liability

3.1 We aim to provide a safe and reliable service. However, we occasionally cannot run our advertised services, sometimes because of factors which are outside our control, such as adverse weather conditions or unpredictable delays caused by traffic congestion, road works or diversions.

3.2 In the event of the cancellation or withdrawal or delay 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.

3.3 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.

4. Children's Fares

4.1 Children under five years of age

Children under five years of age, if not occupying a seat required by a fare paying passenger or pass holder, are carried free of charge, provided they are in the care of a fare paying or pass holding passenger, otherwise the appropriate child fare will be charged.

4.2 Discounts for children and young people

Subject to section 2.1, a reduction on the rate charged for older children is available in most areas, and on most services. The exact nature of these is advertised locally, and the amount of discount varies, and will be less for day travel and season tickets. A summary of current reductions is given below.

Derbyshire - children under 14* - Approximately 33% discount

In Derbyshire the b_line scheme allows children and young people with a valid b_line card to claim the child rate discount.

Hertfordshire - children under 11* - Approximately 50% discount

In Hertfordshire the Saver card scheme allows children and young people with a valid saver card to claim the child rate discount.

And elsewhere across our network - children under 18^ - Approximately 25% discount. In some areas however, we operate flat fare for young people.

**discount for children and young people aged 11+ subject to presentation of valid child scheme ID card*

^children aged 11-17 require Centrebus proof of age card to qualify for a discount

5. Fare Tables

5.1 Fare tables are available for reference at any of the Company's offices or by consulting with any driver or conductor employed by us.

6. Break of Journey

6.1 Passengers paying a single fare or a day return fare are not permitted to break their journeys without payment of a further fare unless a transfer from one bus to another is arranged by the Company.

6.2 Passengers must pay the correct fare for any through journey made when boarding, and retain a ticket which is valid for that journey. They must not normally pay two separate fares. If a passenger wishes to extend a journey made

with any pass season ticket or permit, beyond its zone of validity, they must pay the single fare from the boundary to their destination, and state their intention to extend their journey on boarding the bus. Passes will not be accepted if they are presented outside of their hours of validity at time of boarding. Passengers who decide subsequently to extend their journey will need to obtain another ticket from the driver from their original destination to their final destination from the driver, and pay any additional fare due. No priority is offered over any other passengers wishing to board the bus, and they will need to rejoin the queue. A standard fare of £10 applies to passengers who “over-ride” and are unable to present a valid ticket on request.

7. Stopping Places

7.1 In most built up areas vehicles operating local bus services (except where otherwise notified) will stop to pick up or set down passengers only at recognised stopping places which are normally identified by a “Bus Stop” sign.

7.2 In areas where there are no designated bus stops within the space of half a mile (0.8km), vehicles operating local bus services will normally stop anywhere by request to pick up or set down passengers except on steep hills or at other dangerous points. It will be for the driver of any bus or coach operated by us to decide at his sole discretion safe pick up and set down points in such circumstances.

7.3 Passengers wishing to board a bus should give a clear signal to the driver in good time.

7.4 Passengers wishing to alight should notify the driver by ringing the bell once well before reaching the required stopping place. Passengers should then remain seated until the bus has stopped.

7.5 Passengers must not attempt to board or alight while the bus is in motion. Except in an emergency, passengers must not speak to the driver while the bus is in motion and must not obstruct the driver’s vision or do anything else to distract the attention of the driver.

8. Application of Conditions

8.1 These Conditions or Carriage apply to all passengers holding single, return, seasonal, or any other or special tickets which may be issued from time to time by us.

9. Concessionary Fare Schemes

9.1 We accept the conditions of the concessionary travel passes as specified by the local authority which are detailed in the Company’s fare table.

9.2 Concessionary fare tokens, e.g. National Tokens are accepted on our vehicles.

10. Accompanied Luggage

10.1 Passengers' accompanied personal hand luggage is carried free of charge. Such luggage is accepted for carriage only at owner's risk and the Company will not be responsible for the loss, wrong delivery or detention of, or for any delay or damage to, any luggage so accepted, unless caused by the negligence of the Company, its employees or agents.

10.2 We reserve the right to refuse any unsuitable or awkward packages or an excessive amount of personal hand luggage or to charge at our discretion an additional adult fare where such luggage reduces the availability of accommodation to other passengers. Certain items cannot be carried under any circumstances in the interests of safety. These include accumulators, explosives, ammunition, weapons and combustible or otherwise hazardous materials including petrol.

10.3 Bicycles and prams will not be carried. Folding bicycles, safely and securely folded and stowed in the designated luggage, may be carried if there is space to do so. Pushchairs may be carried at the discretion of the driver but must be folded on boarding, except on low floor buses as described in Section 13 below.

11. Left Luggage

11.1 There is no left luggage facility at any of our premises.

12. Safety

12.1 No passenger is permitted to ride on the platform, steps or staircases, or stand on the top deck of a double-deck bus or to lean over the sides, front or back of an open top bus.

12.2 In the interest of safety and protection of other passengers, the driver or conductor may refuse to carry an intending passenger if:

- (a) they are considered to be under the influence of alcohol or drugs;
- (b) they are violent to other passengers or to any of our employees or officials;
- (c) they are accompanied by a dog which is considered to be potentially dangerous; and
- (d) there is not sufficient accommodation on a particular vehicle in order that we can ensure that we can comply with any authorised capacity limitations for that vehicle.

12.3 Permitted standing passengers must hold onto the pole or strap provided, whilst the bus is in motion.

12.4 In the event that you suffer an injury whilst travelling on one of our vehicles you must inform us as soon as possible.

12.5 Items that may cause damage to person or property are prohibited on our buses at the driver's discretion. Anyone travelling with items which are "bulky or cumbersome, might be annoying to anyone on the vehicle, might cause injury or

danger to anyone on the vehicle or might damage the vehicle or the property of someone on the vehicle" (Public Service Vehicle Regulations) must comply with the directions of the driver in respect of where on the vehicle the item is carried, and if required must remove the item from the vehicle. Prohibited items include, but are not limited to, tins of paint, cycles, cans of fuel and unboxed televisions.

12.6 The carriage of small canisters of oxygen is permitted for those passengers who are medically dependent on oxygen.

13. Low Floor Buses

13.1 We are committed to the introduction of low-floor buses, in accordance with the requirements of the Disability Discrimination Act 1995. Such buses provide facilities for disabled persons in wheelchairs (as defined in schedule 1 part 2 of the Public Service Vehicles Accessibility Regulations 2000) and for the carriage of children in unfolded pushchairs.

13.2 Wheelchairs should be no larger than as defined as "reference wheelchairs" in the 2000 regulations. The reference dimensions are as follows:- maximum width 700mm, maximum length 1200mm, sitting height 1350mm, footrest 150mm. Electric wheelchairs can be carried but must comply with the reference dimensions, and batteries must be covered at all times. It is the responsibility of the passenger to ensure that they adhere to the construction/weight restrictions of the specific design. Mobility scooters are carried only if the customer holds an "approval card" issued by Centrebus (from customer service dept at head office), or in exceptional circumstances with a duty manager's approval. Pushchairs must be of reasonable size, capable of being folded and will be carried at the discretion of the driver.

13.3 Passengers boarding with wheelchairs and pushchairs should be capable of boarding without the assistance of the driver, subject to the use of any raised kerb, ramp or kneeling facility provided.

13.4 Where required by the driver passengers should change seat to allow others to board with a pushchair or wheelchair. Should a wheelchair user board the bus when children are being carried in an unfolded pushchair, the driver may request that the pushchair is folded and the child carried on a seat or lap.

13.5 Wheelchair capacity is limited to that shown on each bus, and we cannot guarantee that a pushchair or wheelchair will be carried on any specific service or journey.

14. Lost Property

14.1 Lost property is dealt with in accordance with the Public Service Vehicles (Lost Property) Regulations 1978, as amended by the PSV (Lost Property) (Amendment) Regulations 1981 and the Public Service Vehicles (Lost Property) (Amendment) Regulations 1995 made by the Secretary of State for Transport.

14.2 Any person who finds property accidentally left in a vehicle shall immediately hand it in the state in which he found it to the driver or conductor who shall deal with it in accordance with the regulations stated above.

14.3 If, before such property has been handed to us or our representative, it is claimed by a person who satisfies the driver or conductor that he/she is the owner of the property, it shall be returned to that person without charge, on giving his/her name and address to the driver or conductor, who shall report the facts and give the claimant's name and address and a description of the property to us.

14.4 Property left in buses, if found by or handed to the driver or conductor, will be taken charge of by the driver or conductor and handed to us. Application for its recovery should be made to any office or garage of the Company. Under normal circumstances you will need to collect the lost property from the Centrebus depot at which the lost property is being stored. A standard charge of £2 applies for the collection of lost property, to cover our administrative costs.

14.5 Our representatives are empowered to open packages, bags or other containers to either identify the owner or ascertain the value.

14.6 Perishable goods will not be kept more than 48 hours from the time when they were found. Any property which is or becomes objectionable will be destroyed or otherwise disposed of.

14.7 Any property unclaimed within one calendar month of the date found will be disposed of in accordance with the statutory regulations.

15. Animals

15.1 If accompanying a fare-paying passenger or pass holder, dogs will be conveyed on the Company's bus service at the owner's risk at the standard rate for dogs specified in section 15.3. Unaccompanied dogs should be charged the standard adult fare.

15.2 Assistance dogs accompanying registered disabled persons are carried free of charge on all services.

15.3 Birds in cages, dogs, cats and other small animals carried in a passenger's lap will be allowed to travel at the charge advertised locally, at the absolute discretion of the driver on safety grounds.

Derbyshire, Cheshire, Greater Manchester	50p single
All other areas	FREE

16. General Conduct

16.1 You must at all times follow the reasonable instructions of any of our employees, officials or agents.

16.2 As a matter of courtesy to the disabled and blind passengers and parents with small children we ask you give up your seat when no other seating is available. Please also respect any seating reserved for such a class of passenger.

16.3 Passengers must not at any time:

- (a) smoke or carry a lighted pipe, cigar or cigarette, or use an e-cigarette in or on any part of the bus;
- (b) act in a manner that could be deemed to disturb or offend other passengers or our employees or agents;
- (c) leave litter on the vehicle;
- (d) deface or damage any property belonging to us;
- (e) endanger safety;
- (f) consume alcohol; or
- (g) use any non prescribed or illegal drugs

16.4 Should you fail to refrain from any activity that contravenes these terms and conditions when asked, we shall have the right to request you leave the vehicle and where we deem it necessary to contact the police. You will not be entitled to a refund of your fare in such circumstances.

16.5 In the event that you cause wilful damage to any of our vehicles we reserve the right to seek from you all reasonable costs we incur in rectifying any damage caused by you and reserve the right to report the matter to the police with a view to prosecution.

17. Customer Contact

17.1 Any complaints should be addressed to Centrebus Customer Services, 43 Wenlock Way, Leicester, LE4 9HU, or via email to info@centrebus.com. We aim to respond to your complaint within 3 working days, or provide an acknowledgement if we are unable to do so. In any case we will aim to respond fully within 28 working days. Complaints lodged via third parties may take longer to follow up, because of the delay in receiving information from them.

17.2 If your bus is significantly delayed or cancelled, we operate a voucher scheme to reimburse the bus fare you have paid. If your Centrebus journey is delayed by more than 1 hour we will reimburse you with bus travel vouchers equal to the bus fare paid for the affected journey. Please write giving your name, address, the date and time of travel, and include the original ticket purchased (address as shown in section 17.1). If a third party has met your travel costs, the maximum amount reimbursed to you will be the fare paid by the third party to Centrebus. We do not normally accept claims in cases where buses are delayed if customers were notified of the delay before you purchased your ticket and you still decide to travel. Section 3 limits our liability such that incidental costs and alternate or subsequent travel costs will not be met, and we recommend that you have appropriate travel insurance in place to cover such eventuality.

17.3 Commendations for any member of staff giving exceptional service are also welcomed.

17.4 If a customer no longer requires a season ticket, they may, under certain circumstances, be able to gain a refund on the unused part of the ticket. Each application for a refund will be considered separately, and Centrebus reserves the right to refuse a refund on any ticket. Any refund will be calculated by considering the price of the relevant tickets needed to cover the portion of the ticket used, and an additional administration charge of £7 (£14 for tickets valid for more than 3 months). Refunds can only be made to the original ticket purchaser. Credit card charges are not refundable. Applications should be made in writing to Centrebus (address as shown in section 17.1); the date of postmark will be taken as the last date of validity of the ticket.

18. Amendments

18.1 These Conditions of Carriage may be amended by us at any time without notice. Such amendments will be available for inspection by the public at the Company's office and will be posted on its websites.

19. Privacy Policy and Website Terms of Use

19.1 Use of our internet sites is governed by our website terms of use and information detailing the information we may collect about you from your use of this website is set out in our privacy policy.

Centrebus Ltd is a company registered with Companies House in England and Wales under company number 3872099 and with registered office address at 43 Wenlock Way, Leicester, LE4 9HU.

Centrebus East Ltd is a company registered with Companies House in England and Wales under company number 7684224 and with registered office address at 43 Wenlock Way, Leicester, LE4 9HU.

Eric W Bowers Ltd and Centrebus North Ltd are subsidiary businesses of either Centrebus Ltd or Centrebus East Ltd.

From February 2017