

# NETWORK WARRINGTON - GENERAL CONDITIONS OF CARRIAGE

These General Conditions apply to all passengers travelling on Network Warrington's local bus network and their property.

## 1. DEFINITIONS & INTERPRETATION

### 1.1 Definitions

In these general conditions of carriage ("**General Conditions**") the following words shall have the following meanings:

**"Bus Stop"** means a designated bus stop by us at which passengers may board or alight a Vehicle;

**"Carriage Contract"** means the contract between you and us to carry you on one of our Vehicles and which incorporates these General Conditions, the conditions attached to our operator's licence, any Special Conditions, our Fare Scales, any additional terms contained in or printed on a Ticket, Timetable, bill notice or any applicable laws, local bye-laws and regulations from time to time;

**"Customer Data"** means any personal data of a passenger including his or her full name, date of birth, address, usage of the Company's transport network and other information that the Company may collect from the passengers from time to time;

**"Company"** or **"us"** or **"we"** means Warrington Borough Transport Limited (T/a Network Warrington) whose registered address is at Wilderspool Causeway, Warrington, Cheshire, WA4 6PT, the Vehicle operator and **"our"** should be interpreted accordingly;

**"Driver"** means a driver of a Vehicle;

**"Conductor"** means a Conductor of a Vehicle.

**"Fare"** means the amount charged by us for carrying you as stipulated at our appropriate Fare Scale

**"Fare Scale"** or **"Fare Scales"** means the schedules of prices detailing the cost of travelling between the various bus stops on our Services which are published by us from time to time in our "Guide to Fares and Tickets" available on our website [www.networkwarrington.co.uk](http://www.networkwarrington.co.uk);

**"Operating Area"** means the area in which we operate our local bus network as defined by us from time to time;

**"Property"** means any property (including luggage or work tools) which you bring onto a Vehicle including property upon your person;

**"Registered Office"** means our offices situated at Wilderspool Causeway, Warrington, Cheshire, WA4 6PT;

**“Service”** means any journey which is operated by us and made by a Vehicle for the purposes of carrying you and your Property;

**“Special Conditions”** means any additional or special conditions applying to a particular ticket as set out in our “Guide to Fares and Tickets” available on our website [www.networkwarrington.co.uk](http://www.networkwarrington.co.uk)

or in any notices, offers or other publications published by us from time to time (for example special conditions apply to promotional offers, discounted tickets and concessionary tickets);

**“Ticket”** means any ticket issued by us or on our behalf to you in return for the correct Fare (or any equivalent proof of payment for travel by you to us including any smartcards, vouchers, tokens or travel passes issued by us or on our behalf);

**“Timetables”** means the timetables published by us from time to time setting out the estimated departure and running times of the Services within the Operating Area;

**“Vehicle”** means Vehicle (including trams) provided by us and used as a public service vehicle as defined in the Public Passenger Vehicles Act 1981; and

**“You”** means the customer travelling on a Vehicle with or without a valid ticket and includes any of our employees.

1.2 In these General Conditions, unless the context otherwise requires:

1.2.1 the singular includes the plural and vice versa;

1.2.2 words importing one gender include all genders;

1.2.3 any reference to “persons” includes actual persons, firms companies, associations, organisations and trusts;

1.2.4 any reference to any clause is to a clause of this agreement; and

1.2.5 any reference to “including” or “includes” means including without limitation.

## **2. CARRIAGE SERVICES**

2.1 We agree to carry you and your Property on the journey permitted by your Ticket within the Operating Area on the terms and conditions of your Carriage Contract.

2.2 We are currently working on a policy for the carriage of mobility scooters alongside disability groups and will update the Conditions of Carriage with this policy late June 2014.

2.3 Adults Bicycles/Children’s Bicycles/Children’s Scooters will only be allowed on buses unless they are either folded or are small enough to fit in the luggage compartment or under the seat. (See 8.1)

2.4 We reserve the right to alter, suspend, withdraw, cancel or deviate the route of any Vehicle or service or to alter all or any of the operating times of the Services set out in the Timetables. Once you have boarded a Vehicle we will use our best endeavours not to deviate the route of a Vehicle or cancel the Service. If, once you have boarded the Vehicle, the Service takes over one hour longer than could be considered reasonable (taking into account all circumstances such as time and day of

travel) due solely to our negligence we will refund the cost of your single Ticket or refund an appropriate proportionate amount of your saver ticket/Touch & Go! ticket.

2.5 The running times set out on any Timetable are only approximate. We do not undertake that any Service will start or arrive at the published time or that any Service will connect with any other Service shown as a connecting Service.

2.6 You must not board or alight from a Vehicle unless the Vehicle:

(a) is at a Bus Stop (unless you are expressly permitted to alight at a non-designated Bus Stop by the Driver); and

(b) is stationary.

(c) Door are fully open.

2.5 You must not use the emergency exits except in the event of an emergency.

### **3. PAYMENT OF FARES**

3.1 If you board a Vehicle between the fare stages as described in the Fare Tables you will be charged from the previous fare stage. If you alight between fare stages you will be charged to the fare stage beyond. If you travel beyond the stage point to which you have paid, you must pay the Fare applicable from that point to the next point where you are leaving the Vehicle. If no Ticket has been purchased, then you must pay the correct single Fare from the start of your journey to the point at which you wish to alight.

3.2 You are asked to assist the Driver or Conductor by tendering the correct Fare promptly and are [particularly requested on payment of the Fare to see that you have received a correct Ticket], corresponding to the Fare you have paid. Your Ticket should be a new one issued in your presence.

### **4. TICKETS**

4.1 Tickets are not transferrable to another person.

4.2 Defaced or mutilated Tickets are not valid for travel. We will not accept any application for a Fare refund for defaced or mutilated tickets or for lost Tickets. We will replace any Tickets, travel passes or smartcards at our entire discretion.

4.3 All Tickets remain the property of the Company and must be retained for inspection and/or given up on request by an Inspector or Driver or Conductor or other duly authorised official of the Company. Failure to do so may involve the payment again of the appropriate Fare, or a penalty fare. Details of any penalties payable will be displayed on notices in Vehicles when applicable.

4.4 You may not purchase a single Ticket for a single journey, break the journey at an intermediate Bus Stop and then resume it later.

4.5 If two or more persons are included on the same Ticket then the purchaser acts as the agent for the other passenger for the purposes of the Carriage Contract.

4.6 You must check your ticket on issue. Any errors must be brought to the driver's attention immediately so that a replacement ticket can be issued. Under such circumstances you must provide the driver with your name and address in order to validate the ticket re-issue.

## **5. CONDUCT OF PASSENGERS**

5.1 You are carried subject to the provisions of all applicable legislation regarding your conduct in force at the time of your journey including the Public Service Vehicles (Conduct of Drivers, Conductors and Passengers) Regulations 1990 SI 1020, as amended by SI 1995/186.

5.2 When boarding, travelling on or alighting a Vehicle you must not:

5.2.1 Attempt to board the vehicle before the doors are fully open and before disembarking passengers have alighted;

5.2.2 Smoke – maximum penalty £50; this also applies to the use of electronic smoking devices.

5.2.3 Eat or drink;

5.2.4 Deliberately damage or deface any part of the Vehicle;

5.2.5 Use a music system without head phones or set it at a volume which will annoy other passengers or distract the driver;

5.2.6 spit;

5.2.7 Offend the Driver or Conductor or fellow passengers in any way including by acting in a violent or abusive manner;

5.2.8 Obstruct the gangways, stairs or emergency exits;

5.2.9 Leave litter or Property on the Vehicle;

5.2.10 Speak to or distract the Driver or obstruct his vision whilst the Vehicle is in motion except in an emergency or for another good cause;

5.2.11 Intentionally interfere with any equipment fitted to the Vehicle (unless necessary in the case of emergency);

5.2.12 Alter or deface your Ticket;

5.2.13 Leave your seat before the Vehicle has arrived at your alighting point (unless necessary in the event of an emergency).

5.2.14 Attempt to alight from the vehicle whilst it is in motion or before it's doors are fully open.

5.3 The Company reserves the right to temporarily or permanently ban any passenger from travelling on its vehicles following an incident of misconduct.

Drivers, Conductors, Inspectors, and other Company officials have the right to refuse passengers travel if they are temporarily or permanently banned from traveling on the Company's vehicles.

## **6. STANDING PASSENGERS**

6.1 We carry standing passengers in accordance with the Public Service Vehicles and Trolley Vehicle (Carrying Capacity) Regulations 1984 SI 1406, as amended by SI 1996/167 and by virtue of the Road Traffic Act 1991 s912), which include the following provisions:

6.1.1 No standing passengers will be carried on the upper deck or on any step leading to the upper deck of a double decked Vehicle;

6.1.2 Standing passengers may not stand on any part of a gangway of a Vehicle forward of the rearmost part of the Driver's seat or any part of the Vehicle in which we have indicated by a notice that no standing shall occur; and

6.1.3 The number of standing passengers who may be carried on any of our Vehicles and the maximum seating capacity or the number of passenger seats with which the Vehicle is fitted is stated on each Vehicle.

## **7. CARRIAGE OF DOGS AND OTHER PETS**

7.1 Dogs are permitted on single decks and the lower Saloon of double deck Vehicles. If you bring a dog on to a Vehicle then you must carry it or hold it on a leash for the whole of the journey. Dogs are not allowed on the seats. A charge will be made for dogs as shown in the Fare Tables. Separate provisions apply to guide dogs (please see below).

7.2 Dogs should be kept under control at all times and appropriate muzzled or put on a lead in accordance with the requirements set out in the Dangerous Dogs Act 1991 (as amended).

7.3 Guide dogs guiding blind persons or persons with hearing difficulties are carried free of charge on single decks and in lower saloon of double deck Vehicles. This also applies to properly identifiable trained assistance dogs for the severely physically or mentally disabled.

7.4 Guide dogs undergoing training to guide guiding blind persons or persons with hearing difficulties are carried free of charge on single decks and in lower saloon of double deck Vehicles.

7.5 Other animals shall be carried on Vehicles at the Driver's or Conductor's discretion and must be caged, boxed or kept on a lead.

## **8. PASSENGER'S PROPERTY**

8.1 Property carried by you shall be placed in the luggage rack provided or such part of the Vehicle as the Driver may direct. No Property which is, in the opinion of the Driver, unsuitable for conveyance in a Vehicle (due to its size or otherwise) shall be carried by us. Property is carried free of charge at your risk and we accept no responsibility whatever for any loss or damage to it however caused (including where we, or anyone else, have been negligent). The carriage of property onto and off the vehicle is your responsibility.

8.2 The carriage of dangerous goods is strictly prohibited. This includes flammable liquids, glass, paint and other such items, unless they are in an approved container for the safe carriage of such items, and then only at the discretion of the driver

8.3 Vendors are not permitted to board Vehicles in order to sell goods or services of any description.

8.4 The collection of monies from passengers for registered charities will only be permitted with the prior written consent of the Company.

## **9. LOST PROPERTY**

9.1 Property left on any of our Vehicles is treated in accordance with the rules laid down by the Public Service Vehicles (Lost Property) Regulations 1978, as amended by SI 1995/185. If you find property accidentally left in a Vehicle you must immediately hand it to the Driver or Conductor of the Vehicle in the state in which you find it.

9.2 We will lodge any property left on any of our Vehicles and found or handed to one of the Company's employees in custody at our lost property office located at the Bus Interchange or the Bus Depot (located at Wilderspool Causeway). If you have lost any property on our Vehicles you should personally apply to our lost property office between the hours of 09.00am and 5.00pm Mondays to Thursdays and between 09.00am and 4.30pm on Fridays (excluding bank holidays), giving your name and address and evidence of your identity. Enquiries by post must be accompanied by a stamped self-addressed envelope.

9.3 The owner of the property shall pay all necessary postage and packaging to us in advance if he wishes us to post the property to him.

9.4 The company is legally obliged to return official documents, including passports, to the appropriate issuing or controlling body.

9.5 If property is not claimed within six weeks of the date on which it was handed over, then we will become the owner of the property and we may dispose of it as we think fit.

9.6 If the property is, or appears to us to be perishable and it is not claimed within 48 hours of being found, then we will become the owner of the property and we may dispose of it as we think fit. If such property is or becomes objectionable or in our reasonable opinion is a security risk before the 48 hour period, we may destroy or dispose of it at any time.

9.7 If the property is contained in a package, bag or other receptacle, then we may open it and examine it for the purposes of identifying and tracing the owner or for ascertaining the nature or value of the property.

## **10. TRAVEL CONCESSIONS**

10.1 The Company is a participant in the schemes for concessionary travel. Further details can be found in our "Guide to Fares and Tickets" located on our website [www.networkwarrington.co.uk](http://www.networkwarrington.co.uk)

10.2 All permits, whether for free or reduced travel, must be shown to the Driver or Conductor and recorded on the ticket equipment when boarding the Vehicle.

10.3 If you are under 16 then you are entitled to a discounted Fare subject to any restrictions as may vary from time to time at the entire discretion of the Company, including restrictions relating to times of travel if unaccompanied by an adult. If you look old for your age then proof of age and your name and address may be requested by the Driver or Conductor or any authorised Company official.

10.4 A Network Warrington U-16 Travel ID card is available free of charge from the company's retail shop at the interchange. Proof of age and your name and address must be provided

10.4 Our child fares are as follows:

Under 5's are carried free of charge

Aged 5 to 15 – Child fares apply up to attainment of the person's sixteenth birthday.

See point 10.4 above – it is advised to have a Network Warrington U-16 Travel ID card as proof of age

## **11. USE OF CCTV IMAGES**

By travelling on the Company's services you consent to the Company utilising any CCTV material obtained on your journey for the purpose of investigations into alleged accidents, ticket fraud, misconduct, passenger complaints or any other serious incidents. You also consent to any CCTV images of your journey being provided to the Police, VOSA, the Traffic Commissioner or any other Enforcement Agency, by the Company, at the request of these Organisations.

## **13. ENQUIRIES AND COMPLAINTS**

All enquiries, suggestions or complaints should be addressed to:

Warrington Borough Transport Limited

T/A Network Warrington

Wilderspool Causeway

Warrington

Cheshire

WA4 6PT

## **14. OUR LIABILITY TO YOU**

14.1 Nothing in these General Conditions or in your Carriage Contract shall:

14.1.2 exclude or restrict our liability to you in respect of death or personal injury to you while being carried in, or entering or alighting from the Vehicle resulting from our negligence;

14.1.3 impose any conditions with respect to the enforcement of any such liability (unless such death or injury arises in the circumstances outlined in clause 14.1.2 of these General Conditions; or

14.1.4 exclude or restrict any liability to you for any fraud or fraudulent misrepresentations made by us to you.

14.2 The Company will not be liable for any loss, damage or inconvenience which may be sustained by any person through the alteration, suspension, withdrawal, cancelation, delay or deviation of any route (subject to the provisions contained in clause 2.4) of any Vehicle or Service or through the failure of any Vehicle to provide a Service, or to stop when called upon to do so, or to depart or arrive at the times stated in the Timetable or through any inability to accommodate passengers, or through the display of any incorrect or misleading destination notice, or due to any other cause howsoever arising and whether your claim arises in tort (including as a result of our negligence), contract, under statute or otherwise (subject to the provisions contained in clause 14.1).

14.3 We shall have no liability for any loss suffered by you where caused by a circumstance beyond our control including war or the threat of war, weather conditions, failure of information technology, failure of a third party, accidents on the road, vandalism, terrorism, strike action, delays caused by other passengers or traffic delays.

14.4 In no event shall we be liable to you for losses or damages sustained by you of more than £200 per claim whether your claim arises out of breach of contract, tort (including our negligence), statutory duty or otherwise (subject to the provisions contained in clause 14.1).

## **15. DATA PROTECTION**

In certain circumstances, for example, where you travel with us using a smartcard or you complete any customer surveys commissioned by us, we will collect your personal data. We undertake to collect and process such data only in accordance with the principles contained in the Data Protection Act 1998.

## **16. THIRD PARTY RIGHTS**

Only you and the Company are entitled to enforce any of the terms of the Carriage Contract. No third party is entitled to enforce any of the terms except where the Carriage Contract expressly provides that such person is entitled to enforce any of its terms, in accordance with the Contract (Rights of Third Parties) Act 1999.

## **17. INVALIDITY**

If a provision in the Carriage Contract is held to be illegal, invalid or unenforceable then such provision shall, to that extent, be deemed to be deleted from the remainder of the Carriage Contract which shall remain unaffected.

## **18. WAIVER**

No failure to exercise and no delay in exercising any right or remedy in connection with the Carriage Contract shall operate as a waiver of that right or remedy. A waiver of any breach shall not be deemed to be a waiver of any subsequent breach.



## **19. REMEDIES CUMULATIVE**

The rights and remedies contained in the Carriage Contract are cumulative and are not exclusive of any other rights or remedies provided by law.

## **20. LAW AND JURISDICTION**

This Carriage Contract is subject to English law and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.