

# **Cuckmere Community Bus Ltd.**

## **Conditions covering the carriage of passengers and the issue of tickets**

### **1. Introduction**

1.1 This document sets out the conditions under which Cuckmere Community Bus Ltd (“the Company”) provides bus services and sells tickets for travel on those bus services. It also covers the regulations provided by law which govern the way customers should conduct themselves when using buses. All tickets issued by the Company are issued subject to the Company’s regulations and conditions as set out in this document. Where such tickets are valid for use on the services of other bus operators, or on railways, passengers are also subject to the regulations and conditions published by those companies when using, or upon, such vehicles or trains.

1.2 The Company has a policy of positive customer care which aims to achieve high standards of customer service in providing bus services.

1.3 Written enquiries, suggestions or complaints will receive immediate attention if addressed to the Managing Director, Cuckmere Community Bus Ltd, The Old Rectory, Litlington, POLEGATE, East Sussex, BN26 5RB. Feedback is welcome via the Customer Services link on our website and will be dealt with as soon as possible after receipt. Please bear in mind that the Company does not have any paid employees, only volunteers.

1.4 For general telephone enquiries, please telephone us on 01323 870920.

1.5 In these conditions, (a) “An authorised person” is the driver or conductor of any vehicle, an inspector, or any other Company official or Manager. (b) “Bus” includes any coach or other public service vehicle as defined in the Public Passenger Vehicles Act 1981 as amended.

### **2. Times and operation of bus services**

2.1 The Company will make every reasonable effort to maintain the services advertised in their timetables. Alterations will be made having given proper notice to statutory authorities and to passengers via our website.

2.2 The publication of timetables or publicity by the Company, or the issue of a ticket, is not an undertaking that its buses will depart or arrive at the times or places stated, that connections will be maintained, or that accommodation will be available on any bus.

2.3 The company will not be liable for loss, damage, injury or inconvenience which may (directly or indirectly) be sustained by passengers or third parties in the event of the alteration or cancellation of any journey or service, whether because of breakdown, adverse weather conditions or other adverse circumstances.

### **3. Payment of fares**

3.1 Passengers must tell, if requested, the driver of the journey they intend to take.

3.2 Passengers must pay their fare, or produce a concession pass, to the driver immediately on boarding the vehicle and take a ticket.

3.3 The Company reserves the right not to accept or give change for notes of denominations of £20 or above.

3.4 Passengers must produce their ticket, or concession pass, if required for inspection by an authorised person, and, if they fail to do so, pay the appropriate fare for their journey.

3.5 Passengers must, on completion of the journey for which they have paid, leave the vehicle if requested by the driver, or pay the appropriate fare, or produce a concession pass, for the continuation of their journey.

3.6 Any passenger who has failed to pay their fare, or produce a concession pass, before the end of their journey shall pay the appropriate fare to an authorised person on request before they leave the vehicle, unless otherwise agreed.

3.7 Passengers should examine their ticket and change upon receipt. Any discrepancy regarding change must be reported to the driver at once, as no claims can otherwise be accepted.

3.8 Fares are arranged in stages and zones, and passengers getting on a bus at a stop between stages will be charged as from the previous stage. Passengers getting off between stages will be charged to the next stage.

3.9 Unless there is a transfer fare arrangement, holders of ordinary single tickets are not allowed to break their journey. Return tickets are valid for one outward and one homeward journey between the same two stops (or a close equivalent) by the same route or a different route where the fare is the same. Passengers may not break their journey in either direction. Ramblerbus service 47 has a ticket which allows passengers to hop on and hop off at any of the stops on its route.

3.10 In cases of dispute between passengers and drivers or inspectors regarding the correct fare, or the acceptance of return or other tickets, passengers shall pay the fare requested by the authorised person and refer the matter to the Company. A refund will be made if there is an error.

3.11 Prospective passengers who have no valid ticket, and are unable to pay their fare, will not be carried. However, subject to the provisions of those sections of these regulations dealing with passengers' behaviour, children aged under 16 will not normally be refused travel.

#### **4. Children's fares**

4.1 Subject to 4.3 below, up to three children under 5 years of age, accompanied by a fare paying adult or child passenger or concession pass holder, and not occupying a seat, may travel free of charge on the Company's services.

4.2 Discount single fares (or day return fares where issued) will be allowed as follows: Children of 5 and under 16 years of age.

4.3 Under the Government's fare cap scheme up to 4 children aged 19 or under, may travel free of charge with a single fare paying passenger or concession pass holder.

#### **5. English National Concessionary Travel scheme (ENCTS)**

5.1 Concessionary Travel pass holders are entitled to travel in accordance with the terms and conditions of such passes and have no precedence over other passengers. The Company reserves the right to vary these arrangements on certain special services.

5.2 Passengers will be notified via the Company's website if a special service is unable to accept a Concessionary pass.

#### **6. Luggage**

6.1 The Company reserves the right to refuse, at the discretion of the driver/ conductor or another authorised person, to carry any luggage, package or parcel. Any such item that is unduly bulky, combustible or offensive, which causes inconvenience to other passengers or which, in the discretion of an authorised person, obstructs the driver in the course of their duties, will not be carried.

6.2 Reasonable items of personal luggage, folding chairs and wheeled shopping baskets will be carried if, in the discretion of an authorised person, there is room on the vehicle. Bicycles and non-folding perambulators will not be carried.

6.3 Pushchairs and wheelchairs will be carried provided there is room in the allocated space.

6.4 The Company will not convey unaccompanied luggage or parcels.

## **7. Lost Property**

7.1 The law regarding property lost on buses is contained in the Public Service Vehicles (Lost Property) Regulations 1978 as amended. Briefly, these regulations (which are incorporated in these conditions) state that:

(a) Any person who finds property accidentally left on a bus must hand it immediately, in the state it was found, to the driver.

(b) Any property found by, or handed to, the driver, shall as soon as possible, and in any case within 48 hours, be given to the Company.

(c) If, before such property has been handed to the Company, it is claimed by a person who satisfies the driver that they are the owner, then it will be returned to that person immediately without fee or reward. The person claiming property in this way must give his/ her name and address to the driver, who must report the facts to the Company.

(d) If property handed to the Company appears to be of a perishable nature and is not claimed within 48 hours of the time it was found, it may be destroyed or otherwise disposed of as thought fit. If, in the opinion of the Company such property has become objectionable, it may be disposed of at any time.

(e) The Company can open packages, bags or other containers to examine the contents for the purposes of finding out their value or tracing the owner.

(f) Official documents, including passports, have to be returned by the Company to the appropriate issuing or controlling body.

(g) For all other items, where the name and address or telephone number of the owner is easily ascertainable, the Company has to inform the owner that the article(s) are in its custody. Property claimed by the owner will be returned by this Company for no fee.

(h) The Company may dispose of property not claimed within one month.

7.2 The Company and its servants will not be responsible for the loss of, or damage to, any property left (whether deliberately or accidentally) on its vehicles or on the Company's premises.

7.3 In this Condition the Company can delegate its power to one of its directors.

## **8. Conduct of passengers**

8.1 The conduct of passengers while using the Company's buses is governed both by the criminal laws of the United Kingdom and by certain other regulations. These special regulations are incorporated in these conditions. No passenger while on, or waiting to enter, a bus shall:

(a) Where the vehicle has a door which passengers are by a notice informed is for a particular purpose use that door for any other purpose unless otherwise directed or authorised by an authorised person.

(b) Put at risk or unreasonably impede or cause discomfort to any person travelling on or entering or leaving a bus, or a driver or, inspector when doing their work on the bus.

(c) Throw or trail any article from the bus.

(d) Smoke, or carry lighted tobacco, or light a match or a cigarette lighter in or on any part of the bus.

(e) Consume any food or drink (including alcohol) in or on any part of the bus.

(f) Except with the permission of the Company, distribute any paper or other article

- for the purpose of giving or seeking information about, or comment upon, any matter.
- (g) Except with the permission of the Company sell or offer for sale any article.
  - (h) Speak to the driver unless:
    - (i) in an emergency or on grounds of safety; or
    - (ii) to give directions as to the stopping of the bus.
  - (i) Without reasonable cause, distract the driver's attention, obstruct their vision, or give any signal which might reasonably be interpreted as a signal
    - (i) to stop the bus in an emergency; or
    - (ii) to start the bus.
  - (j) Travel on any part of the bus which is not provided for the carriage of passengers.
  - (k) Remain on the bus when directed to leave by an authorised person on the following grounds:
    - (i) that their remaining would result in the number of passengers exceeding the maximum seating capacity in accordance with Regulations. (Public Service Vehicles (Carrying Capacity) Regulations 1984).
    - (ii) that they have been causing a nuisance; or
    - (iii) that their condition is such as would be likely to cause offence to other passengers, or that the condition of their clothing is such that their remaining would be reasonably expected to soil the fitting of the bus or the clothing of other passengers.
  - (l) Play or operate any musical instrument or sound reproducing equipment to the annoyance of any person on the vehicle or in a manner which is likely to cause annoyance to any person on the bus.
  - (m) Intentionally interfere with any equipment with which the bus is fitted.

8.2 While travelling on, or waiting to board, bus passengers must not use obscene or offensive language, or conduct themselves in a riotous or disorderly manner. They must not combine with others to make excessive noise, whether by singing, shouting or otherwise. They may not wilfully deface or damage any part of the bus, or any notice or advertising matter affixed to the vehicle.

8.3 Passengers may not bring firearms (whether loaded or unloaded, real or imitation) or other dangerous or offensive articles onto buses.

8.4 Passengers whose dress may cause danger to them while travelling by bus may be refused entry to the Company's vehicles (e.g. a passenger wearing roller skates or other unsuitable footwear). In any event, the Company will not be liable for any injury arising from the wearing of such clothing while the passenger is on one of its vehicles.

8.5 Any passenger who infringes these regulations may be removed from the vehicle by an authorised person or, on their request, by any Police Officer. They must give their name and home address to any authorised person, or to a Police Officer on demand.

8.6 Although children under 16 will not normally be removed from buses by the Company's employees, such children who breach these regulations (in particular, those relating to vandalism or unruly behaviour) render themselves liable to such removal. In these circumstances, the Company will not be liable in respect of the consequences that may arise.

8.7 The Company, by its authorised person, reserves the right to detain and arrest any person who is in the act of committing an arrestable offence or who has just committed an arrestable offence. The Company, through its authorised person, may take such persons to any Police Station or any Police Officer. No trespass to the person shall be occasioned by such circumstances.

8.8 No passenger shall bring on board an electric scooter, or similar vehicle or item, even if the battery pack has been removed. This safety step is due to the batteries on e-scooters being a known fire risk and multiple fires occurring on UK public transport

## **9. Animals**

9.1 No passenger may bring any animal onto a vehicle without the consent of the driver, which may (except in the case of a dog accompanying the holder of a card issued by the Guide Dogs for the Blind Association or such other assistance dog) be rescinded at any time at his discretion.

9.2 Dogs will normally be carried free on the Company's services. No other animals will be carried at any time, except that small animals in baskets or other suitable containers may be carried as passengers' luggage.

9.3 Dogs must be accompanied by a fare-paying passenger and are carried at the owner's risk. The passenger shall, at all times, be responsible for keeping the dog under proper control and should not allow it to cause a nuisance or annoyance to the driver or other passengers. The owner of an animal will be held responsible to the Company and/or to other passengers in respect of any damage, injury or loss caused by, or attributable to, the presence of the animal on the vehicle. Dogs must remain on the bus floor and must not be allowed on the seats at any time.

## **10 Children**

10.1 A child under the age of 14 accompanying a fare paying adult passenger or concession pass holder should wear the fitted seatbelt at all times. It is the adult's responsibility to ensure the child is wearing the seatbelt.

10.2 An unaccompanied child aged under 14 will be carried at the sole discretion of the driver. The driver will be responsible for ensuring the unaccompanied child is wearing a seatbelt.

10.3 An unaccompanied child, aged 14 or over, is responsible for wearing the seatbelt themselves.

10.4 The company will not be liable for injury suffered or damage caused to a child passenger by failure to wear a seatbelt.

## **11 Adults and seatbelts**

All vehicles are fitted with seatbelts. It is strongly recommended that passengers wear a seatbelt at all times. The company will not be liable for injury suffered, or damage caused, to an adult passenger by failure to wear a seatbelt.

## **12. Force Majeure**

10.1 Subject to the provisions hereof, the Company shall be relieved of liability for any loss or damage if, and to the extent that, such loss was caused by:

10.2 The act or omission of a passenger or any other passenger on a bus.

10.3 Insufficiency of the packing of any luggage carried.

10.4 Handling, loading, stowage or unloading of any luggage by a passenger or any person acting on behalf of a passenger.

10.5 Strike, lock-out, stoppage or restraint of labour, or industrial disputes, the consequences of which the Company was unable to avoid by the exercise of reasonable diligence.

10.6 Any event which the Company was unable to avoid or prevent by the exercise of reasonable diligence.

## **Note - Statutory Provisions**

Public Passenger Vehicles Act 1981, Sections 24 and 25.

Public Service Vehicles (Conduct of Drivers, Conductors and Passengers) Regulations 2002.

This version of Cuckmere Community Bus Conditions of Carriage is dated August 2023.

