Nu-Venture Coaches Ltd - Conditions of Carriage

Updated 25 AUGUST 2021

1. Introduction

1. This document sets out the conditions under which Nu-Venture Coaches Ltd ("The Company") provides registered local bus services and sells tickets for travel on those bus services. It also covers the regulations provided by law which govern the way passengers should conduct themselves when using our buses. All tickets sold 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 and/or rail operators, passengers are also subject to the regulations and conditions published by those companies when using, or upon, such vehicles or trains.
2. Written enquiries, suggestions or complaints are to be addressed to Nu-Venture Coaches Ltd, Unit 2f Deacon Trading Estate, Aylesford, Kent ME20 7SP
3. For telephone enquiries please telephone 01622 882288.
4. In these conditions -

- "An authorised person" is the driver or conductor of any vehicle, an inspector, or any other Company official or Manager.
- "Bus" includes any coach or other public service vehicle as defined in the Public Passenger Vehicles Act 1981.

2. Times and operation of bus services

1. The Company will make every reasonable effort to maintain the services advertised in their timetables and other publicity. Alterations will be made having given proper notice to statutory authorities and to passengers.
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.
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

1. Passengers must tell the driver of the journey they intend to take specifying at which bus stop they intend to alight,
2. Passengers must pay their fare to the driver immediately on boarding the vehicle and take a ticket.
3. Fares must be paid in Sterling and with regard to the 'legal tender' requirements.
4. The Company reserves the right not to accept or give change for notes of denominations of £20 or above. £50 notes are not accepted in any circumstances and the company accepts no responsibility if travel is refused.
5. Passengers must produce their ticket if required for inspection by an authorised person, and, if they fail to do so, pay the appropriate fare for their journey.
6. Passengers must, on completion of the journey for which they have paid, leave the vehicle if requested by the driver, or pay the appropriate single fare for the continuation of their journey from that point.
7. Passengers must, upon the instruction of an authorised person, surrender their ticket upon completion of their journey.
8. Any passenger who has failed to pay his fare before the end of their journey shall pay it to an authorised person on request before he leaves the vehicle, unless otherwise agreed.
9. Passengers should examine their ticket and change upon receipt. Any discrepancy regarding change must be reported to the driver/conductor at once, as no claims can otherwise be accepted.

10. Fares are arranged in stages, 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. Stage names are shown on bus tickets.
11. Unless there is a transfer fare arrangement, holders of ordinary single tickets are not allowed to break their journey.
12. In cases of dispute between passengers and drivers or inspectors regarding the correct fare, or the acceptance of tickets, passengers shall pay the fare requested by that person and refer the matter to the Company. A refund will be made if there is an error.
13. Prospective passengers who have no valid ticket, and are unable to pay their fare, will not be carried.

4. Season and other pre-purchased tickets – general conditions of issue

1. Holders of such tickets have no precedence over other passengers, and the company cannot be held liable for the consequences arising from any lack of accommodation on a particular journey and/or day.

2. Day and week tickets are valid for unlimited travel within defined areas; these areas are described in appropriate publicity material.

3. The law states that it is an offence for a passenger to use, or attempt to use, a ticket which has been altered or defaced or is expired without reasonable excuse. The Company will prosecute passengers who break the law in this way.

4. Duplicates will not normally be issued in respect of lost tickets.

5. Refunds

Refunds are not be made in respect of Christmas, Boxing or New Year's Days, any other statutory holidays, any other days on which it can be foreseen that no service will be provided, or days on which the company has advertised a suspension of services because of strikes, labour disputes, emergency or adverse weather conditions. Any refunds or extension of validity of pre-purchased tickets will be entirely at the discretion of the Company.

6. Fares for children

Aged 0 to 5th birthday - up to two children under five years of age, accompanied by an adult fare paying passenger (including those travellers using an ENTCS pass), and not occupying a seat, may travel free of charge on the Company's services. Children under 5 do not travel free when accompanied by a person purchasing a child/young person ticket.

Aged 5th to 16th birthday – discounted single and day return fares are available after 0900 (no time restriction on Saturdays, Sundays and Bank Holidays). It is the child's responsibility to prove by way of photo identification that they are entitled to purchase a child/young person fare if required by the driver; failure to do so may result in the adult fare being charged without refund. Child weekly tickets have no time restrictions. See also *Medway Youth Pass* publicity issued by Medway Council for the area served by that authority.

7. Concessionary Travel

Holders of English National Concessionary Passes (ENCTS) and Kent Travel Savers are entitled to travel in accordance with the terms and conditions of such passes and have no precedence over other passengers. ENCTS passes are not valid for travel on certain special services. Further enquiries should be addressed to the relevant issuing authority.

8. Luggage

1. The Company reserves the right to refuse, at the discretion of the driver or any other authorised person, to carry any luggage, package or parcel. Any such item that is unduly bulky, combustible, (including petrol) or offensive, which causes inconvenience to other passengers or which, in the discretion of an authorised person, obstructs the driver in the course of his duties, will not be carried.
2. Tins of paint and thinners will not be carried under any circumstances whether they are within a bag or not.
3. Reasonable items of personal luggage, folding chairs and wheeled shopping baskets will be carried at the discretion of a driver/authorised person, providing there is room on the vehicle. Bicycles, scooters and skateboards will not be carried under any circumstances.
4. Wheelchairs (not Mobility Scooters), if unpowered, will be carried provided there is room in the allocated space on vehicles.
5. Pushchairs will be carried provided there is room in the allocated space on vehicles (note: wheelchairs have absolute priority for use of the allocated space). Passengers must follow driver's instructions if requested to fold their pushchair. The Company accepts no liability if the allocated space is full and pushchairs cannot be carried.
6. The Company will not convey unaccompanied luggage or parcels.
7. Luggage must not be stowed in any gangway or block or otherwise obstruct any emergency exit.
8. All luggage including pushchairs and wheelchairs are carried strictly at owners risk.

9. Lost Property

The law regarding property lost on buses is contained in the Public Service Vehicles (Lost Property) Regulations 1978.

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

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

3. If, before such property has been handed to the Company, it is claimed by a person who satisfies the driver/conductor 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/conductor, who must report the facts to the Company.

4. If property handed to the Company appears to be of a perishable nature, and is not claimed with 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.

5. 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.

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

7. For all other items, where the name and address of the owner is easy ascertainable, the Company has to inform the owner that the article(s) are in its custody.

8. The Company may dispose of property not claimed within one month.

9. 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.

10. The Company reserves the right to charge an administration fee of £2 upon collection of lost property from Company offices.

11. It is the passenger's responsibility to arrange collection from the company offices.

12. All property is carried at owner's risk and the Company will not be liable for the cost of any items left on the

Company's vehicles which are not recovered or found.

10. Animals

No passenger may bring any animal, bird or other livestock onto a vehicle except in the case of a dog accompanying the holder of a card issued by the Guide Dogs for the Blind Association and for hearing and other assistance dogs.

11. Conduct of passengers

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 passengers while on, or waiting to enter, a bus shall:

1. 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.
2. Put at risk or unreasonably impede or cause discomfort to any person travelling on or entering or leaving a bus, or a driver, inspector, or employee of the company when doing his work on the bus.
3. Throw or trail any article from the bus.
4. Smoke, or carry lit tobacco or other substances, or light a match or a cigarette lighter in or on any part of the bus where passengers are informed by a notice that smoking is prohibited (smoking is banned throughout Nu-Venture buses.) This includes Vaping and Vape products.
5. Except with the written permission of the Company, distribute any paper or other article for the purpose of giving or seeking information about, or comment upon, any matter.
6. Except with the written permission of the Company, sell or offer for sale any article.
7. Speak to the driver unless:
    - in an emergency or on grounds of safety; or
    - to give directions as to the stopping of the bus.
8. Without reasonable cause, distract the driver's attention, obstruct vision, or give any signal which might reasonably be interpreted as a signal.
9. Travel on any part of the bus which is not provided for the carriage of passengers.
10. Remain on the bus when directed to leave by an authorised person on the following grounds:
    - that their remaining would result in the number of passengers exceeding the maximum seating capacity or the maximum standing capacity marked on the bus in accordance with Regulations. (Public Service Vehicles (Carrying Capacity) Regulations 1984)
    - that he has been causing a nuisance; or
    - that their condition is such as would be likely to cause offence to a reasonable passenger, or that the condition of clothing is such that remaining would be reasonably expected to soil the fittings of the bus or the clothing of other passengers.
11. 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.
12. Intentionally interfere with any equipment with which the bus is fitted.
13. Bring hot food onto the vehicle at any time.

While travelling on, or waiting to board, a bus passenger 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.

- travel on the top deck of a bus unless they are occupying a seat.

- bring firearms (whether loaded or unloaded) or other dangerous or offensive articles onto buses.

Passengers whose dress may cause danger to them while travelling by the bus may be refused entry to the Company's vehicles (eg 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.

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

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.

The Company reserves the right to detain and arrest any person causing an arrestable offence, or who is in breach of any of the aforesaid regulations concerning conduct. The Company may take such persons to any Police Station or any Police Officer. No trespass to the person shall be occasioned by such circumstances.

Any passenger who feels ill before boarding should not travel to avoid potentially delaying the service for the majority. If a passenger feels ill during the course of their journey they should make that known to the driver/conductor straight away. The company reserves the right to make a charge of not less than £50 to clean bodily fluids from vehicles.

Boarding, alighting and stopping places: In most built up areas, buses will stop to pick up and set down passengers at recognised stopping places which are normally identified by a "Bus Stop" sign which may be a specific stop for the service in question. 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 is standing still at locations (e.g. traffic signals or at roadworks) other than recognised stopping points. You should not attempt to board or alight from a vehicle whilst the doors are opening or closing. On routes where there are no fixed stopping places, buses will stop on request where it is safe to do so. At Bus Stations, passengers cannot be picked up for safety reasons once the bus has left the stand. Shortly before the bus reaches your intended alighting point, you should alert the driver by ringing the bell.

Passengers are advised to be at bus stops one minute before the time stated in the timetable for timing points (as shown in the published timetable leaflet) or three minutes for other stops to ensure a prompt departure. All times shown on publicity are approximate times. The company reserves the right to depart at the published departure time once all intending passengers at the bus stop are on the bus to assist in the running of a punctual service.

12. Force Majeure

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:

1. The act of omission of the passenger or any other passenger on the bus.
2. Insufficiency of the packing of any luggage carried.
3. Handling, loading, stowage or unloading of any luggage by the passenger or any person acting on behalf of the passenger.
4. 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.
5. Any event which the Company was unable to avoid or prevent by the exercise of reasonable diligence.

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.

Note – Statutory Provisions

- *Public Passenger Vehicles Act 1981*
- *Sections 24 and 25. Public Service Vehicles (Conduct of Drivers, Conductors and Passengers) Regulations 1990.*

The above conditions apply to passengers of Nu-Venture Coaches Limited; passengers using other companies services should apply to the relevant company for their conditions.