

## TERMS AND CONDITIONS

These Terms and Conditions, as amended from time to time, ("Conditions") apply to all Services (as defined in these Conditions) and set out your rights and duties as a customer.

Please read these Conditions carefully before you purchase a ticket to travel on our services. These Conditions tell you who we are, how we will provide services to you, how and when you and/or we may change or end the contract between us, what to do if there is a problem and other important information.

### 1. Interpretation

#### 1.1. Definitions: In these Conditions, the following words shall have the following meanings:

"Bus" means the bus, coach or other passenger carrying vehicle or other means of passenger transport provided by us, or any other carrier, on which you are travelling in respect of a Service;

"Contract" means the contract between us and you for the supply of the Service, which shall be in accordance with these Conditions;

"Circumstances Beyond Our Reasonable Control" means any circumstances which have an impact on our (or any Subcontractor's) ability to provide the Service in accordance with these Conditions, which are beyond our reasonable control, which shall include (without limitation): war or threat of war, terrorism or threats of terrorism, riot or local disturbance or unrest, accidents or other incidents on or affecting roads, adverse weather conditions, fire, actions by or compliance with the requests or recommendations of the police or any other governmental or law enforcement authority, vandalism, cyber-attack, unforeseen traffic delays or congestion, road works, strike/industrial action, problems or delays caused by other customers or passengers, breakdown or technical problems with a Bus (where not caused by our fault or negligence), pandemic or epidemic viruses or illnesses of any description, any law or any action taken by a government or public authority and any circumstances that we reasonably consider could affect passenger safety;

"EU Passenger Rights Regulations" means Regulation (EU) No 1818/2011 concerning the rights of passengers in bus and coach transport to the extent applicable under English law;

"Journey" means each journey you are entitled to make on a Service as set out in your Ticket;

"Luggage" means any property which you bring onto a Bus, including any property carried on your person;

"Service" means any transportation services provided or arranged by us, or on our behalf, for the purpose of carrying persons and their luggage, which is set out in a timetable published by us;

"Staff" means our authorised representatives;

"Subcontractor" means a third party operator who performs the Service as a subcontractor for and on our behalf;

"Ticket" means a ticket for travel on a Service which you have purchased online or on our mobile app;

"we", "us" and "our" refers to The Kings Ferry Limited, a company registered in England and Wales, with registered number 03120943, and whose registered office is at National Express House, Birmingham Bus Station, Mill Lane, Digbeth, Birmingham B5 6DD, trading under the following trade name: National Express Transport Solutions;

“Working Day” means a day, other than a Saturday, Sunday or bank holiday, on which the clearing banks in England and Wales are open to the public for the transaction of ordinary business;

“you” means the person who we have agreed to carry or arranged to be carried, being the person who purchased a Ticket, or any person who travels on a service with or without a ticket.

1.2. In these Conditions:

1.2.1. a reference to the singular shall include the plural and vice versa;

1.2.2. a reference to a statute or statutory provision is a reference to it as amended, replaced or re-enacted from time to time. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision;

1.2.3. any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and

1.2.4. a reference to writing or written includes email.

1.3. If these Conditions are inconsistent with any provisions of the EU Passenger Rights Regulations which apply to the Contract, the relevant provision of the EU Passenger Rights Regulations will apply and we shall meet our obligations in the relevant provision of the EU Passenger Rights Regulations.

2. Application

2.1. These Conditions will apply to each Service operated by us.

2.2. By purchasing a Ticket, and/or by travelling on a Service, you accept these Conditions and agree to comply with them.

3. Your Ticket

3.1. Your Ticket is a record of our agreement to carry you or to arrange for your carriage. Your Ticket is our property and can be revoked by us at any time. If your Ticket was purchased by someone else, you agree that such person purchased the ticket as your agent. A Ticket may only be used by the person(s) named on it or for whom it has been purchased and may not be transferred to or used by anyone else.

3.2. All tickets must be purchased online and payment made by either debit/credit card. No tickets are available for purchase on-board.

3.3. Your Ticket permits you to make the Journey and travel on the Service stated on the Ticket.

3.4. You may not make any amendments to your Ticket.

4. Passenger responsibilities

Travel with a valid ticket

4.1. You must make your Ticket available for inspection by the driver of your Bus or any member of our Staff at any time they request.

4.2. You will be considered not to be travelling with a valid Ticket if you: (i) fail to produce your Ticket for inspection when asked, (ii) travel on any Service on which your Ticket does not permit travel, (iii) travel in breach of these Conditions, or (iv) travel with a Ticket which is invalidated or fraudulent in accordance with these Conditions.

4.3. For the avoidance of doubt, this is a non-exhaustive list of circumstances in which you will be considered to have travelled without a valid ticket as other circumstances may also show this to be the case.

4.4. We will not allow you to board a Service if you do not have a valid Ticket. If you do travel on any Service without a valid Ticket, you must leave the Service when asked, and we will be entitled to remove you from the Bus if you refuse.

- 4.5. You must ensure that your mobile phone or other electronic device is sufficiently charged so that your Ticket can be displayed when boarding the Service and at all times during your Journey.
- 4.6. If we have reasonable grounds for considering that a ticket has been fraudulently used, issued, copied or manufactured, we reserve the right to invalidate the ticket or tickets and prevent you from travelling on our services. You shall not be entitled to a refund in respect of any ticket invalidated in accordance with this Condition, and we shall have no further obligations or liability to you.

#### Care of your Ticket

- 4.7. You must take care of your Ticket. We will not replace lost, mislaid or stolen Tickets. You will be required to purchase a new Ticket at the published fare for the journey to enable you to travel.
- 4.8. If your Ticket is spoiled or tampered with, it will be invalidated, and if you travel with it, you will be considered to have travelled without a Ticket. You will be required to purchase a new Ticket at the published fare for the journey to enable you to travel.

#### Covid-19

- 4.9. In order to help ensure the safety of our customers and staff, you must until further notice whenever travelling with us: (i) wear a face covering when travelling on our Buses; and (ii) keep two meters apart from other customers and/or follow seat allocations and instructions from our Staff on maintaining social distancing.
- 4.10. You may be refused entry on-board the Bus if you do not have an appropriate face covering, or you may be asked to leave the Bus if you fail to comply with the rules in Condition 4.9. Please note that you shall not be entitled to a refund if you do not have and/or fail to wear the face covering as directed or if you fail to comply with the rules in Condition 4.9.
- 4.11. Please note that the requirement to wear a face covering shall not apply to those who have a physical or mental disability / condition or have a Reasonable Excuse for the purposes of Regulation 4 of the Health Protection (Coronavirus, Wearing of Face Coverings on Public Transport) (England) Regulations 2020 which would impact on or prevent those individuals from complying with such measures. We recommend that you make us aware of this before your Journey using the contact details set out in Condition 10.1 so that they can make the driver aware that you will be travelling without a face covering.
- 4.12. If you already wear a face-covering for religious purposes, provided it covers your mouth and nose, you will not be required to wear any additional protective coverings.

#### Seat Belts

- 4.13. You are required by law to wear any seatbelt provided at all times whilst seated unless you have a seatbelt exemption certificate. It your responsibility to ensure that you comply with this requirement.
- 4.14. If you do have a seatbelt exemption certificate and seatbelts are provided, you will not be able to sit in a vulnerable seating position, being a seat or position at the front of the Bus or any seat or position immediately facing a gangway, aisle or stairwell.

#### Joining and leaving a Service

- 4.15. You are responsible for making sure that you meet any Service on which you are travelling at the relevant boarding point and for getting off the Service at the right destination.
- 4.16. If a short halt is necessary, you must return to the Bus punctually within the time allowed for the halt. We shall not be obliged to hold up the Service to wait for you, and we shall not be liable to you if you miss the Service because you return later. We will not reimburse any additional costs you may incur as a result of you missing the Service.
- 4.17. You may not board or leave any Service except at a designated stop or in exceptional circumstances under the explicit instruction of the driver.

- 4.18. You may not break any Journey permitted by your Ticket except where there is serious delay. If, after you commence a Journey, you are prevented from travelling further by reason of illness, we will at our sole discretion permit you to break your Journey, and to resume your Journey on the next service which has available seats after you become fit to travel again.
- 4.19. In emergencies, we recommend that you call our helpline telephone number: 0845 228 2030

#### Passenger behaviour

- 4.20. Required behaviour: You must ensure that you:
- 4.20.1. behave in a reasonable, sensible and lawful manner on our Buses;
  - 4.20.2. comply with any request or instruction from our Staff; and
  - 4.20.3. use mobile phones and other electronic devices considerately on our Buses.
- 4.21. Prohibited behaviour: You must ensure that you do not:
- 4.21.1. behave in a way that is, or is perceived to be, abusive or threatening to any person or otherwise in a disorderly way;
  - 4.21.2. conduct yourself in a way which does or may endanger yourself or any other person;
  - 4.21.3. obstruct or interfere with any driver or any other Staff, in the performance of their duties or fail to comply with their instructions;
  - 4.21.4. behave in a manner which causes discomfort, inconvenience, danger, damage or injury to any other person or to property;
  - 4.21.5. obstruct or allow any of your Luggage to obstruct any aisle or emergency exit;
  - 4.21.6. play any music players, musical instruments or electronic devices that are audible and distracting or annoying to any person or which interfere with, or render less audible, any public address system or other equipment;
  - 4.21.7. take onto any Bus any alcoholic drinks or drugs (other than medicines for which you have a prescription or which were obtained over the counter) for the purpose of consuming them, or consume them on any Bus;
  - 4.21.8. board any Bus whilst under the influence of alcoholic drinks or drugs;
  - 4.21.9. smoke (including substitute smoking materials such as electronic cigarettes) onboard any Bus;
  - 4.21.10. board any Bus whilst you are seriously ill or suffering from any serious contagious illness; or
  - 4.21.11. commit a criminal offence on any Bus.

#### Other regulated behaviour

- 4.22. You are welcome to bring onto the Bus hot drinks provided they are fitted with a safety lid to avoid spillage and you take care with them, cold non-alcoholic drinks and cold food. You are not permitted to bring onto the Bus, or consume on the Bus, any hot or strong smelling food.
- 4.23. You must take your rubbish with you when you leave the Bus.
- 4.24. You shall not, without our prior written consent, film on any Bus for any commercial or professional purpose. You may film for personal or private purposes provided that such filming does not cause, and is not likely to cause, distress or alarm to our Staff or any other customer or passenger. Our Staff shall be entitled to determine if any filming is causing, or is likely to cause, distress or alarm and you must stop filming if asked to do so by them.

#### Consequences of bad behaviour

- 4.25. If you fail to comply with this Condition 4, we shall be entitled require that you leave the Bus, refuse you further carriage, cancel your Ticket without refund and take any other measures as we consider necessary, including to involve the police if we consider that there are any security or safety issues.

- 4.26. Furthermore, we reserve the right to refuse travel, either on a one-off or permanent basis, to anyone who has failed to comply with this Condition 4 or who we consider to be a nuisance or danger to our passengers, customers, or Staff.
- 4.27. If we take any of the actions in consequence of your bad behaviour specified in this Condition 4 or you are refused travel in the circumstances specified in this Condition 4, we will not be liable to you for any loss, damage, injury, inconvenience or cost that you suffer or incur as a result.
- 4.28. We will not be liable to you for any act or omission of any other customer or passenger.

## 5. Our obligations

Our obligation to carry you:

- 5.1. We will carry you and your permitted Luggage on the Service permitted by your Ticket, on and subject to these Conditions.
- 5.2. We will use reasonable care and skill in providing the Services.

Our carriage of animals

- 5.3. We will not carry dogs or any other animals on our Buses, with the exception of trained assistance dogs who have been trained by a member organisation of Assistance Dogs (UK).
- 5.4. You must ensure that your dog travels with their relevant identification and evidence that they are assistance dogs trained by one of the member organisations.

Changes and cancellations by us

- 5.5. Occasionally we may need to alter, delay or withdraw our Services, or terminate a Service once it has commenced, with or without notice and whether before or after you have booked onto the Service, and to substitute an alternative Service, due to operational reasons or Circumstances Beyond Our Reasonable Control. In such circumstances, we will endeavour to notify you of the alteration, delay, withdrawal or termination of the Service, and of any substitute or alternative Service, as soon as reasonably practicable.
- 5.6. We also reserve the right to cancel your Ticket, and/or refuse to carry you on any of our Services, if you fail to comply with these Conditions.

## 6. Liability

- 6.1. Except as provided in these Conditions, we shall not be liable to you or any third party for any loss, damage, liability, cost or expense suffered by you or any third party as a result of any alteration, cancellation or withdrawal of any Service by us, or any delay to any Service, or termination of any Service.
- 6.2. If we cancel your Ticket, and/or refuse to carry you on any of our Services, due to your breach of any of these Conditions, we will have no obligation to refund the fare or have any other liability to you.
- 6.3. If we alter, cancel or withdraw a Service, other than for your breach our liability depends on other factors explained below:
  - 6.3.1. If we cancel or withdraw a Service before it has commenced our liability will be at our option to:
    - 6.3.1.1. make suitable alternative arrangements to carry you to your destination on another Bus, or other mode of transport as we consider appropriate; or
    - 6.3.1.2. cancel the Ticket, and allow you to claim a refund of the full amount of the fare . To obtain a refund you must comply with Condition 7 below.
  - 6.3.2. If a Service on which you are travelling commences and is terminated before reaching your destination, our liability will be at our option to:
    - 6.3.2.1. make suitable alternative arrangements to carry you to your destination on another Bus; or
    - 6.3.2.2. make suitable alternative arrangements to carry you to your destination by another mode of transport as we consider appropriate.

The remedies listed above shall be your sole remedies in circumstances outlined in this Condition 6.3 and, except as provided in this Condition 6.3, we shall not be liable for any loss, damage, liability, cost or expense suffered or incurred by you or any third party as a result of any alteration, cancellation or withdrawal of any Service by us.

- 6.4. Subject to Conditions 6.5 and 6.6 our maximum liability to you for any loss, damage, liability, cost and expense, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, arising under or in connection with the contract for your carriage on our Services shall not exceed:
  - 6.4.1. where the EU Passenger Rights Regulations applies and we cause loss of or damage to any wheelchair, other mobility equipment or assistive device, the cost of replacement or repair of the equipment or devices lost or damaged;
  - 6.4.2. £250 in relation to all and any loss or damage to Luggage or other items of property which is not covered by Condition 6.4.1;
  - 6.4.3. the greater of (i) the cost of your Ticket received by us or (ii) £500, in relation to all other losses, damages, liabilities, costs and expenses not covered by Condition 6.4.1 or Condition 6.4.2.
- 6.5. Nothing in these Conditions is intended to, or shall, exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation. Nothing in these Conditions shall affect your statutory rights.
- 6.6. We shall not be liable to you for any loss of revenue, loss of profit, loss of business or opportunity or business interruption, or any indirect or consequential loss.

## 7. Refunds

- 7.1. Your Ticket is only refundable in accordance with Condition 6.3.1 above.
- 7.2. If you wish to claim a refund you should contact us using the contact details set out in Condition 10.1 stating the Ticket number and an explanation as to why you could not use it.
- 7.3. When making your claim for a refund, you must provide reasonable proof of your identity and proof of purchase of the Ticket.
- 7.4. You are only entitled to a refund if you have booked onto the Service which was cancelled.
- 7.5. You must make your claim for a refund of a Ticket no later than 7 days after the date on which your Ticket is valid for travel.
- 7.6. If we provide a refund, your Ticket will be cancelled and we shall have no further obligation to carry you on any Service with that Ticket.
- 7.7. We shall not be obliged to process a refund where we have reason to believe that the claim for the refund is made fraudulently.
- 7.8. For the avoidance of doubt, making a claim for a refund does not guarantee that we will issue a refund, as refunds are only payable in the circumstances described in Condition 7.1.

## 8. Luggage

- 8.1. For safety reasons, and for the comfort of customers, we have to control the amount and type of possessions you can bring onto the Bus.
- 8.2. All Luggage is carried at the discretion of our Staff and subject to space being available.
- 8.3. We are not obliged to carry any of the following items, and you may not bring them onto any Bus without our permission: (a) weapons; (b) explosives; (c) drugs (other than medicines for which you have a prescription or which were obtained over the counter); (d) caustic substances or solvents; (e) non-folding bicycles; and (f) any items which, in our opinion or in the opinion of any driver or other member of Staff, are or may be unsafe, or may cause injury, offence or damage to any persons or property, including items with sharp or protruding edges, any item over 20kg in weight or any item which cannot be folded down or packaged to be carried safely on the Bus, or items which are otherwise considered by us to be unsuitable for carriage by reason of their weight, size, shape or character, or which are fragile (and not securely packed) or perishable or in liquid form (and not securely sealed).

- 8.4. If you have any doubts about whether we will carry any particular item, you should obtain our written confirmation before purchasing your Ticket and bring this with you when you travel.
- 8.5. If you take any prohibited items onto any Bus, we will advise you that they are prohibited, we will remove them from Bus immediately on discovery and we will take such other action as we consider to be appropriate in respect of such items, including to involve the police if we consider that there are any security or safety issues. We may also refuse you travel.
- 8.6. If you take any prohibited items onto any Bus, we shall not be liable for any loss or damage occurring to such items for any reason whatsoever, including our removal of such items. If you are refused travel due to bringing any prohibited items onto any Bus, we will not be obliged to refund your Ticket and we will not be liable for any loss, damage, inconvenience or cost or expense you suffer or incur as a result.
- 8.7. We shall be entitled to inspect all of your Luggage for the purpose of ensuring compliance with this Condition 8. We shall not be obliged to carry you or your Luggage, and shall be entitled to remove you and/or your Luggage from any Bus, if you refuse to submit your Luggage to a search or if the results of the search reveal any non-compliance with this Condition 8 or cause for concern as explained in this Condition 8.
- 8.8. The safety and security of your Luggage is your responsibility and you must keep it in your sight at all times. You are liable for any death, injury, damage or loss caused to us, our property, Staff, agents or any other person caused by any of your Luggage, except to the extent caused by our negligence.

## **9. Left Luggage**

- 9.1. If you leave behind any of your Luggage or other items of property on a Bus, you should notify us as soon as possible and in any event within 24 hours of the end of your Journey by contacting us using the contact details set out in Condition 10.1. If you notice that you have left behind any of your Luggage on a Bus and we locate it, we will use reasonable efforts to store it in accordance with Condition 9.3 subject to our rights to dispose of it as specified in that Condition, and to make it available for collection by you at a place we specify during our normal working hours.
- 9.2. If without being notified, we find any lost Luggage or other items of property on a Bus, we may store it in accordance with Condition 9.3 subject to our rights to dispose of it as specified in that Condition, but any such storage will be at your risk and you will be responsible for contacting us about it.
- 9.3. We shall be entitled to open and examine any left or lost Luggage to seek to ascertain who it belongs to and/or for health and safety and/ or security reasons. If there are any items in left Luggage which we consider are unlawful, dangerous or perishable or otherwise unsuitable for storage, we shall be entitled to hand them over to the relevant authorities or dispose of such items at any time. As our storage facilities are limited we may only hold on to left or lost Luggage for 28 days, after which time we reserve the right to dispose of it in any manner we consider appropriate.
- 9.4. We may charge you a reasonable administration and/or repatriation fee for the storage and return of your left or lost Luggage.
- 9.5. We will not be liable to you, or any third party, for any loss of or damage to left or lost Luggage as a result of any action taken by us in accordance with this Condition 9, unless we fail to use reasonable care in respect of left Luggage or other items of property that you notify us of in accordance with Condition 9.1, in which case Condition 9.1 applies.
- 9.6. If you find any property of any other person on any Bus you must hand it over to us immediately.
- 9.7. We will take reasonable care of your Luggage if you notify us that you have left it behind and we locate it in accordance with Condition 9.1. We will not be liable for any loss of or for any damage caused to Luggage except to the extent caused by our failure to provide the Service with reasonable care and skill and such liability will be subject to Condition 9.1.

## **10. General conditions**

- 10.1. Contact details: To contact us in relation to these Conditions, please call 0845 228 2030 or email [myworkbus@nationalexpress.com](mailto:myworkbus@nationalexpress.com). Alternatively, you can write to us at Customer Relations, The Kings Ferry Ltd, The Travel Centre, Eastcourt Lane, Gillingham ME8 6HW.
- 10.2. If the EU Passenger Rights Regulations apply to the Contract, we have an obligation to provide you with appropriate and comprehensible information regarding your rights under the EU Passenger Rights Regulations. For these purposes, your rights EU Passenger Rights Regulations (if applicable) are as follows: we will: not discriminate on nationality or where your ticket is purchased; not refuse travel based on the grounds of disability or reduced mobility (unless it is on the grounds of safety or the design of the vehicle); deliver disability awareness training to all front line staff (including our drivers); replace or repair any lost or damaged wheelchairs or other mobility equipment when it is proven that we are at fault; provide adequate information about your journey and throughout your journey (in accessible format upon request); provided you submit any complaint within 3 months, we will provide an initial response within 1 month of receipt and a final response within 3 months of receipt (we aim to exceed this requirement); reasonable and proportionate assistance should anything go wrong. If you feel your rights as a passenger have been breached, please let us know by contacting us using the contact details set out in Condition 10.1 above. If, having contacted us, you do not feel we have resolved your issue satisfactorily, you may want to contact Bus Users UK on: Telephone: 0300 111 0001 On line: [www.bususers.org](http://www.bususers.org). Depending on the facts of your case, we may or may not have regard to any process followed by, or recommendations of, Bus Users UK.
- 10.3. Applicable law and jurisdiction: These Conditions, and your Contract, are governed by English law and you and we can bring legal proceedings in respect of your contract in the English courts, save that if you live in Scotland you or we can bring legal proceedings in respect of your contract in either the Scottish or the English courts.
- 10.4. Third party rights
  - 10.4.1. Unless otherwise stated in these Conditions, no person other than you and us shall have the benefit of or be entitled to rely upon or enforce any of these Conditions or any other term of the contract to carry you and the Contracts (Rights of Third Parties) Act 1999 shall not apply.
  - 10.4.2. You acknowledge that where you are carried by a Subcontractor for the whole or any part of a Journey, you shall owe your obligations under Conditions 4, 8 and 9 to that Subcontractor as well as to us, and that Subcontractor shall be entitled to the benefit of any rights, remedies or limitations of liability which we have set out in such Conditions as if they were a party to them.
- 10.5. These Conditions may be amended at any time, provided that the versions thereof that were current at the time you purchased your Ticket will be the versions that form the Contract. None of our, or our subcontractors', employees, agents or representatives, has authority to alter, modify or waive any of these Conditions.
- 10.6. Each of the provisions in these Conditions, shall be separate and severable. Should any such provision (or any part thereof) be illegal, invalid or unenforceable, it shall be severed from these Conditions (as appropriate), and the remaining provisions (or parts thereof) shall continue in full force and effect and be amended as far as possible to give valid effect to the intentions of the parties under the severed provision.
- 10.7. We shall be entitled to subcontract the operation of all or part of the Service to any Subcontractor.
- 10.8. We may transfer our rights and obligations under these Conditions to any other person. You may not transfer or assign your rights or obligations under these Conditions to any other person.
- 10.9. If we delay enforcing these Conditions, including by delaying asking you to comply with them or taking steps against you for non-compliance with them, this will not prevent us from enforcing them against you later in respect of that or any other non-compliance.
- 10.10. Your personal data will be processed in accordance with our customer and passenger privacy notice available on our website.