

Pulham & Sons (Coaches) Ltd.

Conditions of Carriage



1. Introduction

1.1. These are Pulham & Sons (Coaches) Ltd. Conditions of Carriage which detail the conditions under which we carry customers and their property. They comply with statutory regulations, apply to all of the bus and coach services we operate including Home to School Transport, Private Coach Charter and Bus Services and set out the responsibilities and conduct of our customers. They do not affect your statutory rights. In addition, customers should refer to the following documents which also apply;

- Coach Hire Terms & Conditions
- Home to School Transport Terms & Conditions

1.2. We reserve the right to vary, alter or amend these conditions from time to time without notice. When you buy a ticket or board on one of our buses/coaches (whichever the earlier) you enter into an agreement with us. These conditions govern the contract between you and us. When using our services, you are deemed to have agreed to these conditions and to abide by and observe all regulations set out in these conditions. These conditions are governed by the laws of England. Any conditions subsequently found by a court or competent authority to be invalid does not affect the validity of the others.

2. Statement of Liability

2.1. We value your custom and are committed to providing you with high quality, reliable transport services delivered to the highest standards of safety, comfort and cleanliness. However, events outside our normal control may cause us to alter some or all of the service as necessary. We do our best to overcome delays and to keep you informed but cannot be held liable for any loss, damage, costs, inconvenience or injury that you may suffer as a result. We make every effort to maintain the bus services shown in our timetables but reserve the right to alter, suspend, withdraw or vary the route of any vehicle or service. There may be occasions when journeys take longer than expected and/or services may need to be diverted or cancelled due to factors beyond our control. Customers are responsible for their own onward travel arrangements.

2.2. We do not guarantee that our service will connect with any bus, train or other service unless this is detailed on the timetables found on our website. Customers should make appropriate allowances or alternative arrangements to ensure they are able to make any onward travel arrangements.

2.3. We do not guarantee the availability of a seat on any of our services regardless of your ticket type or that you will be able to board the vehicle if the vehicle is full. We accept no liability for a holder of a valid pre-paid ticket or pass being unable to use such ticket or pass due to lack of room on a vehicle, or where it is at full capacity or failure of a service to operate. Customers holding a valid pass or valid pre-paid ticket have no priority over other fare paying customers. Separate terms apply for pre-paid Home to School Transport.

2.4. We are liable to you for any type of injury caused by our negligence. You are liable to us and/or other passengers for any injury, damage or loss caused by you or by any items that you bring on board with you including animals.

2.5. We shall not be liable for any loss of or damage to your property, including any lost property left on our buses except where specified in these conditions.

3. Fares & Tickets

3.1. On boarding the vehicle, the customer must either pay the correct single or return fare due for the journey intended to be taken, show the driver a valid printed ticket, show a valid travelcard, present a pre-loaded Pulhams Smartcard to the ticket machine or present to the driver another form of authority for that journey.

3.2. We will endeavour to provide information on the most cost-effective ticket for your journey based on the information clearly provided to the driver at the time. We will not provide any refund or replacement ticket should another fare option or combination prove to be more

appropriate afterwards. Further information on tickets and fares can be obtained by calling 01451 820369 or emailing info@pulhamscoaches.com where our advisors are happy to help.

- 3.3. Customers who are unable or refuse to pay the appropriate fare, who do not hold a valid ticket or pass or do not validate a Smartcard payment for the journey, may be asked to leave the vehicle.
- 3.4. Payments of fares must be made in cash sterling. We do not accept on bus payment by cheque or by notes of £50 or over under any circumstances.
- 3.5. To help us run our services smoothly, the correct fare is always appreciated. Our drivers will provide change if they are able to do so. If you are unable to provide the exact fare and no change is available, the driver will take your name and address details so that any overpayment can be refunded providing the relevant evidence i.e. your ticket, is supplied.
- 3.6. If you transfer from another operator's vehicle to one of our vehicles, you will be considered to be starting a new journey. You will be required to pay the appropriate fare if you do not hold or are unable to produce on request a valid pass or valid through-ticket.
- 3.7. If our ticket equipment is not functioning properly and as a consequence is not able to produce tickets, you must still pay the correct fare for your journey.
- 3.8. Customers are not permitted to use a ticket, pass or smartcard which has been damaged, expired, obtained fraudulently or transferred to the person other than to whom it was issued.
- 3.9. Customers are responsible for the safety and integrity of their own tickets and passes once issued. We are not obliged to replace your ticket, pass, permit or smartcard if it is lost, damaged, mislaid or stolen. If we decide to replace a card this will be at the company's discretion and may incur an administrative charge.
- 3.10. Pulhams Smartcards are available to all customers at a cost of £1. The card thereafter provides a discount of 10% on most standard fares.
- 3.11. We strongly advise customers to register their Pulhams Smartcard to protect the balance should it be lost or stolen.
- 3.12. Online top up payments on the Pulhams Smartcard take 48 hours to be processed. Therefore, depending on your travel arrangements, your balance may not be available for payment of your intended journey. In these circumstances the total fare for your journey must be paid in full, with cash. On bus top-ups with cash are effective immediately. An automatic top-up facility is available for registered cards when your card balance reduces to a pre-defined limit. Visit <https://portal.squidcard.com/CustomerPortal/#/register> to register your card and benefit from these features. For further assistance with and information on Pulhams Smartcard visit <https://www.squidcard.com/support/transit>
- 3.13. Pulhams Smartcards are not valid when purchasing Weekly and 4-Weekly ticket types, where available, and the 10% discount does not apply to already discounted fares i.e. NHS discounted fares from Arle Court, Granley Road and Longlevens.
- 3.14. If paying in cash for a ticket, customers should have the correct money and ensure a ticket is issued for the correct amount.
- 3.15. Customers should safely retain the ticket, travelcard or Smartcard for the duration of the journey and present it when requested for inspection by a ticket inspector or other Pulham's company official. If you fail to do so or present any form of ticket that is out of date or has been altered, defaced or damaged in any way, you will be liable for the full fare for the journey you are making. You may be liable to pay the full fare for the journey being taken for missing tickets or passes. No refund will be provided if you later find the missing ticket or travel passes.
- 3.16. Depending on the circumstances, we also reserve the right to charge you a non-refundable penalty fare of £10 or to prosecute you. It is a criminal offence to use altered or counterfeit tickets with the intention of deceiving our employees, where we suspect such deception is intended or has taken place then we reserve our right to inform the police and seek prosecution.
- 3.17. At the completion of the journey you must leave the vehicle or pay another fare to remain on board.
- 3.18. Cash fares on the bus are calculated in accordance with a table showing fare stages relating to named stopping places along the line of the bus route. If you board or alight at any stop other than a fare stage, you will be charged from the preceding stage from where you board and/or to the next stage after where you alight. If zonal fares apply, you will be charged according to the number of zones you travel through.
- 3.19. You must ensure that any ticket purchased on the bus is issued to you directly from the ticket machine and shows the correct fare for the journey you are making. Customers should check their change and highlight any errors to the driver immediately as mistakes cannot be

rectified later. If the driver has insufficient change to process this then he or she will take your details so that the matter can be rectified through our Head Office.

- 3.20. Unless our publicity specifically states it, you may not break your journey when travelling on a cash ticket. You must not transfer any type of ticket to someone other than the person they are issued to.
- 3.21. We reserve the right to refuse any person boarding or travelling on our services if we have reasonable cause to suspect fraudulent or unlawful conduct is or will occur.
- 3.22. **Child fares** - A child fare is payable for children between the ages of 5 and 15 inclusive. A child who is 16 would therefore need to pay an adult fare. Children under the age of 5 may travel free providing they are accompanied by one fare paying adult or concessionary pass holder and they do not occupy a seat required by a fare paying individual. A limit of one child per fare paying or concessionary passenger is applicable. Additional children will be charged the relevant child fare. Where a child under 5 is accompanied by a passenger under 16 then either both pay the child fare, or one should pay the adult fare and the other travel free whichever is cheaper.
- 3.23. Any child or adult unable to pay the fare on boarding and who, in the driver's opinion is at risk, vulnerable or in distress will be carried at all times, subject to providing their name and address to enable the fare due to be collected at a later date. In such circumstances, the driver will issue a single ticket for one journey allowing the individual to travel to their home or the nearest stop thereto.
- 3.24. **Concessionary Travel** - Concessionary travel schemes for many categories of passenger are operated by local authorities in England, Scotland and Wales. The terms, rules and conditions of applying for these schemes are the responsibility of and the validity of individual passes is determined by, the pass issuing authority and concessionary passengers must comply with these conditions.
- 3.25. When making a journey using a concessionary travel pass you must advise the driver of your intended destination. You will be asked to place the concessionary travel pass on to the ticket machine on board the vehicle for registration and to ensure validity. A zero-value ticket will be issued for your safe keeping. If your concessionary card is not working users must contact the authority in which it was issued.
- 3.26. Where a concessionary travel pass permits the pass holder to be accompanied by a companion, one companion shall be carried without payment of a fare or at the appropriate concessionary fare as specified by the pass issuing authority. A companion must get off the bus at the same bus stop as the concessionary pass holder (or any prior bus stop) or must have or purchase a valid ticket for any further travel beyond that bus stop unless a specific exemption applies.
- 3.27. Where we have reasonable grounds for suspecting that a concessionary pass is being misused in any way, we reserve the right to pass the details of the pass holder on to the issuing authority and/or refuse further travel and/or withdraw the pass, as appropriate.
- 3.28. **Return tickets** - are available on most journeys. Return tickets are valid only on the day of purchase. Return tickets should be purchased from the driver of the bus on the outward journey and presented to the driver of the bus on the return journey for validation. Return tickets are only valid for one single journey in each direction (i.e. not for two journeys in the same direction). Return tickets are not transferable.

4. **Boarding and Alighting**

- 4.1. Customers must only get on and off the vehicle at designated bus stops or stopping points on the specific route on which travel is taking place. On some routes, customers may board and alight at places considered safe by the driver. Customers should indicate clearly to the driver of an approaching bus if they wish to board. This must be done at the boarding point and in sufficient time to enable the driver to stop safely. In all other circumstances we accept no responsibility if the driver does not stop or allow permission to board.
- 4.2. Passengers must not use the emergency exits on any vehicle except in genuine emergency or where instructed to do so by the driver.
- 4.3. When wishing to alight, please ring the bell once to alert the driver. For your comfort and safety, please give the driver sufficient time to slow down properly before coming to a stop. Except for in exceptional circumstances, the driver is not permitted to allow passengers to get on or off the vehicle when held up in traffic or stationary at traffic lights. At bus stations and stands, passengers cannot board once the driver had signalled their intention for the vehicle to leave the stand.
- 4.4. We accept no responsibility for customers attempting to get on or off the bus at any prohibited place or when the vehicle is moving or for failing to alight at their destination.

5. Wheelchairs, Mobility Scooters and Pushchairs

- 5.1. There is no legal requirement to carry Mobility Scooters which are carried at each operator's individual discretion. However, provided they meet the size and weight limits set out below and there is sufficient space, we are able to accommodate one wheelchair or mobility scooter on buses built to the Public Service Vehicles Accessibility Regulations 2000 (PSVAR). Signage on the vehicle will indicate where there is a designated wheelchair space.
- 5.2. We cannot carry wheelchairs or mobility scooters which, combined with the weight of the occupant, are heavier than the safe working limit of the wheelchair ramp.
- 5.3. "Class 2" scooters with 3 or 4 wheels will be accepted provided they are no more than 600mm wide and 1000mm long, with a turning radius not exceeding 1200mm, and subject to other criteria set out herein. The weight of the scooter plus occupant must be within the safe working limit (SWL) of the ramp fitted to the vehicle. As a general rule the ramps fitted to vehicles have a safe working limit of 300kg. The SWL is identified on the bulkhead in each vehicle or on the actual ramp itself. Class 2 scooters generally weigh 65kg, leaving 235kg (approx 37 stones) allowance for the occupant. It should be for the driver's discretion to confirm that the mobility scooter and occupant are within the SWL for the ramp. If the driver considers the weight to be in excess of this, then the intending passenger should be politely refused entry onto the vehicle and offered an appropriate explanation.
- 5.4. "Class 3" scooters are larger and are capable of travelling at 6-8mph. These are not designed to be carried by bus and should therefore be refused for carriage. They can also easily be identified, as they must be fitted with front/rear lights, hazard warning lights, and a manual brake.
- 5.5. Once on board, users should put their mobility scooter in the designated wheelchair space, reversed up to the backrest. The scooter motor must be switched off and the scooter parked in gear to avoid movement. If the wheelchair space is already occupied by a wheelchair, it will not be possible for the scooter user to travel. It is a requirement that the passenger remains on the mobility scooter once it is parked in the designated wheelchair space, using the handrails provided to assist with safety and stability. The scooter must therefore, be maintained in good working order, that no battery or electrical or mechanical equipment should be exposed or be leaking any fluid, is not modified or customised such that it represents an obstruction or other hazard to other passengers, and that the scooter should not be overloaded with any items which would make the scooter unstable (e.g. shopping bags).
- 5.6. Our drivers will provide reasonable assistance to wheelchair users. Inconsiderate parking or other factors may prevent the vehicle from being positioned sufficiently close to the kerb to allow a wheelchair user to get on or off safely. In this case the driver will try to identify a safe place to pull in as close to the bus stop as possible.
- 5.7. It is the customer's responsibility to ensure that their wheelchair, mobility scooter, pram or pushchair is safely positioned within the designated area, that they adhere to any notices applicable to that area and ensure that it does not obstruct or block any exit or gangway.
- 5.8. Wheelchair users have priority over everyone else for the use of the designated wheelchair space. Common decency and respect for wheelchair users should mean that customers without disabilities make way for them whenever reasonable to do so. Customers are required to offer reasonable cooperation in allowing proper use of the designated wheelchair area. If someone in a wheelchair wishes to board and there is space elsewhere on the vehicle, customers will be required by the drivers to vacate the space, provided it is reasonable for them to do so including repositioning small prams or mobility scooters where possible and folding buggies.
- 5.9. We are unable to guarantee that a wheelchair space will be available on every service as it may be already occupied by a wheelchair user.
- 5.10. Pushchairs and buggies occupying the wheelchair space on a vehicle must be facing forward with brakes applied and held at all times in case of emergency braking.

6. Luggage

- 6.1. Luggage is carried free of charge. In the interests of safety and for the comfort of all passengers, we reserve the right to refuse or restrict the size, amount and type of luggage or other belongings that you can bring on board. This may be because the driver has reasonable cause to believe that there is insufficient space, the items of luggage may cause an inconvenience or present a danger to other passengers or the items may block any designated wheelchair or pushchair space, gangway or exit.
- 6.2. We cannot be held liable for any inconvenience or loss caused to the customer if they are refused travel under these circumstances or if their luggage or belongings are damaged or lost whilst on the bus. Customers remain responsible at all times, for the safe carriage,

handling and stability of any items brought on board. Luggage is carried at your risk and we accept no liability for any loss or damage to you or any third party however caused.

- 6.3. Folding bicycles are permitted on board provided they are stowed safely and that they do not block the aisles or access to seats. There must be sufficient space on the vehicle to allow a folding bicycle on board and this is at the driver's discretion. Ideally, folding bicycles must be carried in a suitable carrying bag to reduce the risk of injury to other passengers.
- 6.4. Standard non-folding bicycles cannot be carried on our buses.
- 6.5. We do not accept explosive, hazardous or combustible materials or items likely to present a danger to other passengers our staff of the vehicle. Liquids, such as paint, must be carried in correct and sealed containers and kept stable at all times.

7. Lost Property

- 7.1. Please hand any item of lost property that you find on our vehicles to the driver as soon as it is safe to do so.
- 7.2. If you have lost your property on one of our vehicles you should contact the Head Office in Bourton-on-the-Water contact details of which can be found on our website www.pulhamscoaches.com.
- 7.3. All lost property found or handed in by drivers or company officials or by a third party is recorded, labelled and stored. If the lost property is contained in a package, bag or other container, we may open it and examine it in order to trace the owner.
- 7.4. Higher value items such as mobile phones, iPods, purses are stored for 3 months. Lower value items such as clothing, shoes, gloves etc are stored for 1 month after which items are donated to charity.
- 7.5. Due to health and safety foodstuffs and their containers and soiled items are disposed of after 48 hours. We reserve the right to immediately dispose of any items which we consider may become a health and safety risk.
- 7.6. When reporting lost property please complete the appropriate form on our website at www.pulhamscoaches.com/lost-property-pulhams or email info@pulhamscoaches.com giving a full description of the item. When claiming lost property, you must supply a full description of the item including its contents if applicable and provide the details of where and when it was lost in order to reasonably satisfy us that you are the rightful owner of the property.
- 7.7. Once lost property has been identified you will be given details of how and where to collect the item. Under normal circumstances, you will need to collect the lost property from our Head Office in Bourton-on-the-Water during office hours. You will need to pay the cost of postage and packaging in advance if we agree to post lost property back to you or alternatively arrange and pay for collection by a courier. We reserve the right to charge an administration fee for this service.
- 7.8. We shall not be liable for lost property that you have asked us to replace or leave on a vehicle for you to retrieve from the vehicle on the same day or any day thereafter. Any such requests must be made in writing and we reserve the right to refuse.

8. Dogs and Other Animals

- 8.1. We welcome assistance dogs of any size free of charge at any time on our vehicles both when accompanying a registered disabled person and when being trained by a trainer bearing the appropriate valid identification.
- 8.2. In all other cases, except on Service 99, one dog or small animal may be carried per customer and at the driver's discretion and providing the relevant fare is paid for the animal. All dogs must be kept on leads at all times. Dogs must be muzzled where they are likely to be dangerous or where this is legally required in accordance with the Dangerous Dogs Act or other equivalent legislation. Small animals must be caged, boxed or kept on a lead. Any animal carried must remain under control and must not be allowed to sit on the seats (although they may sit on your lap).
- 8.3. Service 99 cannot accept dogs other than assistance dogs accompanying a registered disabled person or when being trained by a trainer bearing the appropriate valid identification. No other animals are permitted to travel on Service 99.
- 8.4. Customers are responsible for the behaviour of their animals at all times, and for any damage or injury they may cause to any other person or the property of another person, including company property on the vehicle. In cases where animals cause a nuisance or inconvenience to other customers, customers may be asked to leave the vehicle. A charge will be made for cleaning if the animal should soil the vehicle and for repairs should any damage be caused. We cannot be held liable for any inconvenience or loss caused to a customer if they are refused travel or asked to leave the bus under these circumstances.

9. Customer Conduct & Responsibilities

- 9.1. It helps us to provide a pleasant travel environment if customers are respectful of other passengers, our staff and facilities. Otherwise, you may be refused travel or asked to leave the vehicle or our premises. In particular, you must not:
- 9.1.1. Smoke at any time – this includes cigarettes, e-cigarettes, cigars, pipes and means of lighting them.
 - 9.1.2. Behave in any way which causes offence to other passengers or our staff – this includes verbal or physical abuse; being under the influence of alcohol, drugs or solvents; wearing soiled or dirty clothing; putting your feet on seats; playing personal or other music systems too loudly.
 - 9.1.3. Bring or consume any item of food, drink, or other substance or materials on the vehicle in a way that causes offence or a hazard.
 - 9.1.4. Consume alcohol while on the vehicle.
 - 9.1.5. Leave rubbish or discarded items on the vehicle.
 - 9.1.6. Lean out of the vehicle or throw or trail any article from the vehicle.
 - 9.1.7. Remain on the vehicle when directed to leave by the driver or Company official.
 - 9.1.8. Distribute, offer for sale or solicit for any items without our prior permission – this includes collecting for charity.
 - 9.1.9. Deliberately interfere with, misuse or damage any equipment or fittings on the vehicle.
 - 9.1.10. Take part in any criminal or legally prohibited activity.

10. Customer Safety & Comfort

- 10.1. We want all our customers to be safe during their journey. For this reason, you should observe any instructions given to you by our staff in relation to the operation of the vehicle and its overall capacity. In particular, you must not:
- 10.1.1. Board or alight from the vehicle at any place other than a recognised stopping point or, where there are no fixed stops, at a safe location at the driver's discretion.
 - 10.1.2. Speak to, distract or impede the driver in any way whilst the vehicle is in motion except in the event of an emergency.
 - 10.1.3. Stand forward of the cab area, upstairs or on the stairs of a double-deck vehicle or as prohibited on any other type of vehicle.
 - 10.1.4. Obstruct the doorways, exits or any other part of the vehicle so as to inconvenience other passengers or restrict their ability to leave the vehicle in an emergency – this also applies to your belongings.
 - 10.1.5. Wear or use rollerblades, skates or other unsuitable forms of footwear whilst on the vehicle.
 - 10.1.6. Leave unattended any small children or babies in pushchairs whilst on the vehicle.
- 10.2. Please advise our staff as soon as possible if:
- 10.2.1. You sustain any injury whilst on the vehicle or if you feel unwell during your journey – they will arrange for medical assistance if necessary.
 - 10.2.2. You see any suspicious items or behaviour – but take care not to endanger yourself.
- 10.3. Where provided, seatbelts must be worn at all times on our vehicles.

11. Nursing Mothers

- 11.1. We support a mother's right to breast feed her baby in public and this includes doing so on any of our buses and coaches.

12. CCTV

- 12.1. CCTV is used on our vehicles and premises to record images and audio for security, crime prevention, monitoring customer conduct and service quality, to assist us in the process of deterring smoking, vandalism, fraud, theft, anti-social behaviour and attacks on our employees and other individuals and in complaint investigation. All CCTV equipment and its operation complies with the General data Protection Act 2018.
- 12.2. CCTV footage may be passed to the police and prosecuting authorities to provide evidence in legal proceedings.

13. Security

13.1. Customers must advise the driver immediately if any suspicious article or package is seen on or near the vehicle, if any customer or member of the public is observed acting suspiciously or if any person is seen to tamper with the vehicle.

14. Comments, Suggestions and Complaints

14.1. We welcome feedback from our customers on the quality of our services and improvements which need to be made. We aim to respond to you within 10 working days of receipt.

14.2. For all comments, suggestions and complaints please use the following contact details:

Pulham & Sons (Coaches) Ltd. Bourton Business Park, Bourton-on-the-Water, Gloucestershire. GL54 2HQ

t: 0044 1451 820369 f: 0044 1451 821721

info@pulhamscoaches.com

www.pulhamscoaches.com