



## **Terms and Conditions of Carriage for Local Bus Services**

### **1. Introduction**

Simonds Countrylink is the trading name of Simonds of Botesdale Ltd. (the “Company”).

Our aim is to provide all our passengers with a safe, reliable and pleasant journey. With so many people using the bus we have to set out guidelines and rules when travelling on the bus to ensure the safety and comfort of all passengers. These Terms and Conditions of Carriage are to inform and advise you about the rules that apply when travelling on our buses and the expectations we have of you, the passenger, when travelling with us. Please note that these Conditions of Carriage do not affect your statutory rights as a consumer and do not limit our liability for death or personal injury resulting from our negligence, nor do we limit our liability for fraud.

### **2. Travelling with us**

Details of our services including timetable information can be viewed on our website [www.simonds.co.uk](http://www.simonds.co.uk). You can also call in at our office at Roswald House, Oak Drive, Diss or telephone 01379 647300. Timetable information is also available independently from Traveline on 0871 200 22 23 (Simonds Countrylink cannot accept any responsibility for information on its services supplied externally).

We advise that you arrive at the bus stop at least 5 minutes before the scheduled departure time. Occasionally, due to events beyond our control (such as severe traffic congestion, adverse weather conditions, or events which cause delays and diversions, for example) we may not be able to operate the advertised service. We therefore reserve the right to alter, suspend or withdraw a service and to alter the route, bus stops or times of any service without notice or liability to you.

In the unlikely event that you are unable to make or complete your journey with us, we shall not be liable for any costs or losses that you suffer or for any inconvenience that you experience. We will not pay for taxi fares or other transportation costs. We are unable to guarantee a seat on any journey or that you will be able to get on a bus should it be full.

Simonds Countrylink will endeavour to display destinations and route numbers on the front of vehicles at all times, however we shall not be liable for any loss or damage caused as a result of information not being fully displayed or for any errors in the information displayed.

### **3. Passengers**

All passengers are welcome aboard our buses. As a passenger you are contractually obliged to comply with the following Conditions of Carriage. Failure to do so may result in you not being permitted to travel with us, or being directed to leave our buses or premises at any time. In order to ensure that your bus journey and that of other passengers is comfortable, we ask you to note the following.

When on a Simonds Countrylink bus you must not:

- a) Smoke, carry lighted tobacco, lighted match or lighted cigarette lighter or electric cigarette
- b) Carry any dangerous, noxious or flammable substance
- c) Eat or drink
- d) Damage or deface any part of the bus
- e) Use a music system set at a volume that will annoy other passengers
- f) Spit
- g) Offend the driver or fellow passengers
- h) Put at risk or cause discomfort to other passengers, the driver or other Company employee
- i) Obstruct the gangway
- j) Throw items from the bus
- k) Lean out of the windows
- l) Leave litter on the bus
- m) Speak to or distract the driver when the bus is in motion except in emergency situations
- n) Intentionally interfere with any equipment fitted to the bus
- o) Alter or deface your ticket
- p) Engage in any criminal activity
- q) Without written permission from Simonds Countrylink, distribute or leave any materials or sell any articles on the bus
- r) Board or leave the vehicle while it is in motion

As a passenger you must:

- a) In the interests of health and safety, always follow instructions either by signage on the bus or by any member of our staff
- b) Only use emergency exits in the event of an emergency or when directed by the driver or an inspector
- c) Respect any seating reserved for disabled and partially sighted or blind passengers and as a matter of courtesy to such passengers and parents with small children, we ask you to give up your seat when no other seating is available
- d) Advise a member of our staff immediately if you sustain an injury travelling on our buses so that we may investigate and take any necessary action
- e) Advise a member of our staff if you see any suspicious article or package on or near to any bus.

Any passenger who is reasonably suspected by the driver or inspector of contravening the Public Services Conduct of Drivers, Inspectors, Conductors and Passengers Regulations 1990 (as amended) shall give their name and address to the driver or

inspector on demand. They may also be asked to leave or be removed from the vehicle by the driver or any member of our staff.

Whilst we will use our reasonable efforts to control the behaviour of other passengers, we will not be liable to you for any act or omission of any other passenger.

Our staff have the right to work without fear of intimidation, verbal abuse or physical assault and we will support prosecutions against passengers who do not adhere to this.

#### **4. Getting on and off the bus**

Our bus stops are “request stops” and you should clearly hail the driver as the bus approaches to let them know you wish to board. As the bus approaches, check the service number and destination on the bus to make sure it is the service you want. If in doubt, ask the driver. When the bus has stopped, allow passengers to get off the bus first. Once buses have closed their doors and the driver has signalled to pull away, the bus will not be able to let you board because the driver is committed to rejoining the main traffic flow. Do not endanger your life by trying to stop a moving bus. You have a duty of care to ensure that you board and alight the vehicle with appropriate caution. Never cross the road directly behind or in front of a bus. Wait until it has moved off and you can see clearly in both directions. Watch out for cyclists when you are getting off the bus.

When you wish to alight from the bus, please ring the bell in advance of the stop you require. The driver will stop at the next convenient point on the route however we shall not be liable for any loss caused due to an inability to stop at a required destination.

#### **5. Travelling with wheelchairs or buggies**

Some of our buses are designed to accommodate passengers travelling in a wheelchair or who are travelling with buggies. Subject to enough space being available and at the discretion of the driver, we can carry up to one passenger in a wheelchair, or 2 buggies, in buses that have designated zones for wheelchairs and buggies. If you are boarding with wheelchairs and buggies you should be capable of boarding without the assistance of the driver, subject to the use of any raised kerb, ramp or kneeling facility provided.

**Buggies** – Please make sure your buggy is in the “buggy zone” on board our low floor buses; apply the brakes and keep hold of your buggy at all times. Remember never to leave your child or buggy unattended whilst on board. There is limited space for buggies on board our buses and if there are already buggies on board the driver may ask you to fold your buggy – please help us make the trip safe for everyone and don’t block the aisles or exits of the bus with your buggy. We always give wheelchair users priority over unfolded buggies on board so please do not be offended if the driver asks you to fold your buggy to assist a wheelchair passenger. Buggy capacity is limited and we cannot guarantee that a buggy will be carried on any specific service or journey.

**Wheelchair Users** - When your low floor bus arrives at the bus stop you can ask the driver to lower the step and/or ramp to allow you to board. After paying the appropriate fare and obtaining your ticket you should reverse your wheelchair into the

dedicated area on board (so that you are facing the back of the vehicle) apply the brakes and use the security arm. Please ask the driver for assistance if you require any help. If the bus is full or there is a wheelchair user already on board, unfortunately we will not be able to carry a second wheelchair user. Wheelchair capacity is limited to that shown on each bus and we cannot guarantee that a wheelchair will be carried on any specific service or journey. Non low floor buses are not able to accommodate wheelchair users and motorised scooters are not permitted on any bus.

## **6. Travelling with luggage and/or cycles**

If you are a passenger with luggage you must comply with the instructions of our staff as to where on the vehicle this is to be stowed. If requested, you must remove the article from the vehicle.

Such articles will include those which:

- a) Are too bulky or cumbersome
- b) Might annoy other passengers on the vehicle
- c) Might cause injury or danger to anyone on the vehicle
- d) Might damage the vehicle or the property of someone on the vehicle

Subject to sufficient space being available in the luggage zone, folding cycles can also be carried provided they are properly folded. Cycles which do not fold will only be carried on vehicles which have a stowage facility outside the passenger area. We cannot be held liable for any loss, damage or inconvenience if you are unable to travel with us because of this restriction or if your luggage or other property is damaged whilst travelling with us.

## **7. Travelling with animals**

Without prejudice to the succeeding paragraphs of this section, animals are carried at the absolute discretion of the driver or inspector of the vehicle and the driver who shall be entitled to request removal of the animal from the bus at any time.

If you are travelling with accompanying animals which are permitted to travel by the driver in accordance with this section, you must comply with the instructions of the driver or inspector in respect of where on the vehicle the animal is carried. The responsibility for keeping an animal under control rests entirely with you and they should be kept on a lead or caged at all times. Passengers with animals must immediately comply with any request from the driver to leave the vehicle if the animal they are responsible for is causing upset or distress to other passengers. No animal or caged animal may be placed on a seat.

A request to leave the bus may not be made of a disabled person in respect of his or her guide, assistance or hearing dog provided that sufficient suitable space is available for the dog(s) concerned. Such passengers must, however, comply with any instructions given by a driver or inspector in respect of removing a dog from a gangway.

**Note:** Assistance dogs will be identified by the jacket they must wear when they are providing “assistance”

## **8. Buying your ticket**

Each time you board a bus you must either buy a valid ticket to travel for the journey you are making or present a valid concessionary or other valid pass to the driver. Payment can be accepted in cash only, and please try to pay using the correct change; we are unable to accept £50 notes. Please note that we may not be able to change other high value bank notes; we cannot accept any liability for loss or inconvenience if you are unable to travel because of this situation. Should the driver be unable to give you change for whatever reason, please obtain a change receipt from the driver. You should contact Simonds Countrylink at Roswald House, Oak Drive, Diss, Norfolk IP22 4GX Tel No. 01379 647300 for reimbursement of change, stating the time and the service you travelled on to substantiate your claim. When you receive your ticket, check that it is newly issued, shows the correct fare and that you have received the right change as we are unable to correct mistakes later.

No refund will be made for lost, stolen, defaced or unused return or 10-journey tickets. As the passenger it is your responsibility to ensure that the return portion of the ticket is valid on the route/bus you intend to use.

## **9. Fares**

Fares are determined by fare stages and you will be charged for single journeys in accordance with the official fare table for the journey you are making. Dogs, cycles and couriered parcels are all covered by the fare structure and the relevant fare will become payable at the commencement of the journey to be taken.

As a passenger you must state the journey you intend to take and must pay the correct full fare for the journey. If you board at a stop which is not a fare stage you will be charged from the previous fare stage; if you are travelling to a stop which is not a fare stage you will be charged to the following fare stage. You must leave the bus when the journey for which the fare has been paid is completed or pay the additional fare for any further journey. You must not use tickets which are defaced, have been altered, have been issued to someone else (tickets are not transferable) or which have expired. Any such ticket presented or one which has been issued in error must be surrendered to the driver or inspector if requested.

Any ticket issued for the journey (including pre-purchased tickets) must be retained by you for the duration of your journey and be made available for inspection by the driver or inspector at any time whilst you are on the bus. If you fail to produce a valid ticket upon inspection, you will be required to purchase a replacement ticket for your complete journey.

Child fares apply from 5 – 15 years of age inclusive. Passengers over 16 years of age pay the full adult fare. One child under the age of 5 may travel free of charge with an accompanying adult.

We shall not be obliged to refund to you any fare for your ticket in any circumstances.

## **10. Student/Education Passes**

Simonds Countrylink accepts valid Norfolk County Council and Suffolk County Council students' passes. For post 16 students allocated to local public transport services this may allow flexibility of travel if classes start later or finish earlier. Use of student passes at weekends and school holidays is not allowed.

The driver is instructed to examine every pass at the start of each journey. Invalid passes must be surrendered on demand; the driver is entitled to request your name and address to ensure cancellation of the original pass. Any information obtained will be dealt with in accordance with the Data Protection Act 1998.

Simonds Countrylink drivers are entitled to refuse holders of invalid passes the right to board the bus.

Simonds Countrylink is obliged by its contracts with Norfolk County Council and Suffolk County Council to carry out the instructions contained in those contracts; these may be changed from time to time. High School and post 16 students who do not present a valid pass will be charged the relevant fare on local bus services. In the first instance only of not being able to produce a valid pass, pre High School pupils will not be refused travel but will be asked for proof of identity before being allowed to travel.

### **11. Concessionary Travel**

Simonds Countrylink accepts valid Concessionary Travel Permits in accordance with the national scheme requirements and additional local enhancements or restrictions. Please contact your County Council for details of available concessions. Simonds Countrylink accepts Probation Service travel vouchers and blind pass holders travel free of charge at all times.

### **12. Obligation to Carry Passengers**

Drivers are entitled to request the name and address of any passenger whom they suspect of contravening the above terms and conditions of carriage but we hope the situation will never arise. The driver or inspector may remove from the bus any passenger who has contravened these regulations or may seek the assistance of the Police. A driver may refuse a drunken, riotous or otherwise offensive person likely to cause annoyance or injury to other passengers. Contravention of these conditions of carriage may, where appropriate and at the discretion of Simonds Countrylink, be reported to the police.

### **13. Lost Property**

If you lose any item of property whilst travelling with us, please contact:

Simonds Countrylink  
Roswald House  
Oak Drive  
Diss  
Norfolk  
Tel 01379 647300

We will use our reasonable endeavours to find any item of lost property. Please note that, if found, we cannot keep perishable or other items that could cause offence and we cannot be held liable for any loss if we are unable to locate or return any item of lost property.

For important or valuable items such as purses, handbags or mobile phones, we will try to arrange for contact to be made with the driver of the bus which you were travelling on at the earliest opportunity.

When you contact us, please ensure you have as much information about the route, time, and direction of travel and where you were sitting on the bus. We may ask for verification of identity before we return valuable lost property items. You may be charged a fee of £2 when the item is returned to you. After a period of one month, items of lost property may be destroyed or donated to local charities. In addition, if you chose to have found property forwarded to you, the cost of postage and packing must be paid to Simonds Countrylink in advance. We reserve the right, at our sole discretion to open, examine and/or destroy any items of lost property.

#### **14. Found Property**

Any person who finds lost property, which has been left accidentally on a bus must:

- a) Hand it to the driver or inspector as soon as possible, or where this is not practicable
- b) deliver it to the Simonds Countrylink lost property office (it must not be taken to a police station).

#### **15. CCTV**

It is the policy of Simonds Countrylink to protect our passengers and Company employees by the use of CCTV within the vehicle.

CCTV may or may not be in use on any specific service on our buses. CCTV can record images and sound for your safety, crime prevention, for insurance purposes and to ensure that our Company policies and procedures are complied with. CCTV data may be passed to the police or any other enforcement agency upon their reasonable request, to aid investigation of crime and or be used as evidence in criminal or civil proceedings. CCTV footage is processed by us in accordance with the Data Protection Act 1998. We will take all reasonable precautions to keep your personal details secure but, unless we are negligent, we will not be liable for unauthorised access to information supplied by you to us.

#### **16. Seating Capacity of Buses**

The number of seated passengers must not exceed the seating capacity of the vehicle as marked (*also see Standing Passengers below*).

However, in the case of children under 14 years of age, three seated children may count as two passengers. A child whose fourteenth birthday falls in a school term can be counted as a fourteen year old until the end of the school year in August. The “3 on 2” rule cannot apply on any seats fitted with seat belts.

A child under 5 years of age not occupying a seat is not counted as a passenger.

#### **17. Standing Passengers on Buses**

The maximum number of seated and standing passengers is clearly shown on the inside of the bus, in the driver’s area. If wheelchairs and/or buggies are carried, the maximum reduction in standing area is defined. Where passengers choose to stand when there are still seats available, other intending passengers may be deprived of the

chance to board, so your co-operation in moving down the vehicle is appreciated. When standing, please ensure that you are as secure and safe as possible by making use of the handrails, seat backs and supports fitted. Whilst the vehicle is in motion, standing is not permitted forward of the seating area, on steps or on stairwells, or in any other part of the bus where it is clearly displayed that standing is not permitted.

#### **18. Seat Belt Wearing on Buses**

As a seated passenger you are required to wear seatbelts, where available when travelling on our buses. Pictograms advising the requirement to wear seatbelts are prominently displayed at each seating position where a seatbelt is available.

#### **19. Alcohol on Local Bus Services**

No alcoholic beverages may be consumed on a public service bus. Police have powers to stop and search a bus if they think the law is being infringed. Heavy penalties with maximum fines of up to £1000 and possible jail sentences can be imposed on offending passengers.

#### **20. Customer Care**

Simonds Countrylink welcomes any comments or suggestions that relate to any aspect of its service. Your feedback is very important to us and allows us to identify areas where we can improve the service we provide to you. If you let us know when something is wrong this will provide us with the opportunity to put it right. If you are dissatisfied with any aspect of our service, please contact us using the address or telephone details below. Please contact us within 48 hours of the incident to allow us to thoroughly investigate. We recognise that you will want us to look into your comments carefully and we will aim to respond to any complaint within 7 working days.

Customer Care Manager  
Simonds Countrylink  
Roswald House  
Oak Drive Diss  
Norfolk  
IP22 4GX  
Tel: 01379 647300  
Email: [info@simonds.co.uk](mailto:info@simonds.co.uk)

Our offices are open between 08.30 and 17.30 Monday to Friday and 08.30 and 12.00 on Saturdays. Opening hours may vary during holiday periods. The offices will be closed on all Bank Holidays. Outside office opening hours a duty manager is available to handle emergency situations – Tel: 07780 605202

#### **21. The Legal Issues**

The Company has public liability insurance in the event any claims should be brought against it.

Our financial responsibility for all other liability relating to the conditions of carriage is limited to £200 in aggregate, per passenger.

We will not be liable to you for any failure to perform, or a delay in the performance of any of our obligations under these conditions of carriage that is caused by events outside our reasonable control.

Without prejudice to all rights and claims otherwise available to the Company, in the event that passengers breach any of the conditions of carriage, or any other conditions implied, or duties owed as a matter of law (however such conditions or duties arise) the Company has the right to recover compensation for all loss, injury and damage suffered by the Company or its employee(s) as a result of such breach, including but not limited to costs incurred in repairing or replacing damaged property, injury and loss of revenue.

These conditions of carriage constitute the entire understanding between the Company and its passengers and these conditions shall override and exclude any purported variation unless authorised in writing by a Director acting on behalf of the Company.

We shall have no liability for any loss or damage caused by circumstances beyond our reasonable control. For example, war or threat of war, accidents causing delays on the service route, exceptional severe weather conditions, fire and/or damage at a terminus, depot or along the route, compliance with requests from the Police or other authorities, vandalism or terrorism, riot or local unrest and other circumstances affecting passenger safety.

These conditions of carriage may be amended from time to time by us without notice and they replace all previous versions published by us.

These conditions of carriage are made for the benefit of the parties to them and are not intended to benefit or be enforceable by anyone else.

Where any restrictions of liability in these conditions of carriage are deemed unreasonable in all the circumstances, it is hereby declared by the Company that if any of the said restrictions shall be adjudged valid upon modification, the said restrictions shall apply with such modifications as may be necessary to make it valid and effective.

No waiver by us of any breach of these conditions of carriage shall be considered a waiver of any subsequent breach of the same or any other provision.

These conditions of carriage have been drawn up subject to English law and the English courts will have jurisdiction in respect of any dispute arising from them.

**Useful Contact Numbers:**

<b>Simonds Countrylink (out of hours)</b>	<b>07780 605202</b>
<b>Norwich Bus Station</b>	<b>01603 877800</b>
<b>Bury St Edmunds Bus Station</b>	<b>01284 702020</b>
<b>Traveline</b>	<b>0871 2002233</b>
<b>Confederation of Passenger Transport (UK)</b>	<b>020 72403131</b>