

# TheGreenBus

## Terms and Conditions of Carriage

### THE GREEN BUS COMPANY LIMITED (TRADING AS “THE GREEN BUS”)

These Terms and Conditions of Carriage (“Terms”) are an important document. They constitute a legally binding contract between You (as a user of Our products and services) and The Green Bus Company Limited. The Green Bus Company Limited is a company registered in England and Wales, trading as The Green Bus.

These Terms are deemed to be incorporated into and to be conditions of Your travel on Our Buses and Your Use of Our products and services and it is Your responsibility to ensure that You have read them and understand them. Please take time to read them. They will be legally binding on You if You use Our services, whether or not You have read them.

#### 1 Amendments

We may alter or amend these Terms at any time without an obligation to notify you. The latest version (as posted on Our Website) shall apply and shall supersede any previous terms and conditions on the same subject matter. You should visit Our Website at [www.thegreenbus.co.uk](http://www.thegreenbus.co.uk) regularly to check for any amendments.

#### 2 Definitions

2.1 Some words set out in these Terms and Conditions have specific meanings. These words start with capital letters so that:

“Additional Conditions” means the additional written conditions (if any) issued or agreed by Us which may apply to You in relation to any supplementary products and/or services We have agreed to provide;

“Annual Bus Pass” means a bus pass issued for the School

	Year in accordance with clause 11;
“Bus”	means a bus, coach, taxi or other vehicle provided by Us for Your journey;
“CCTV”	means closed circuit television;
“Code of Conduct”	means the Code of Conduct published by Us from time to time available on Our Website;
“Damage”	means damage, death, wounding or bodily injury, loss, theft, financial or other economic loss, loss of profit, loss of use, loss of revenue, anticipated savings, and/or loss of goodwill reputation or opportunity;
“Declaration”	means a declaration which We may ask You to sign to confirm Your agreement to these Terms and Conditions, despite the fact that the agreement between Us shall be valid and enforceable in the absence of any such Declaration when You use any of Our products or services;
"Fuel Surcharge"	means the sum additionally charged to You in any [ <sup>1</sup> / <sub>6</sub> /Quarter/School Year] for the Annual Bus Pass as notified by Us to You in accordance with the Table of Fares;
“School Year”	means the school year from 1 September in one year until 31 July in the following year, which can further be divided into six (6) half terms;
“Standard Fare”	means the sum of ten pounds (£10) which shall be the minimum fare which You shall pay Us for each journey during which You travel without a valid Ticket on Our service in accordance with clause 7.1.1;
“Table of Fares”	means the table of fares, fuel surcharge table and other fare information available from Us at any time upon request;

“Terms”	has the meaning given in clause 3.1;
“Ticket”	means a ticket (including but not limited to a bus pass, an Annual Bus Pass or a cash fare Ticket) issued for travel on Our Buses;
“We” and “Us” and “Our” and “The Green Bus”	refers to The Green Bus Company Limited (Company number 06767923) whose address is 386 Park Road, Birmingham B18 5ST;
“Website”	means Our website at <a href="http://www.thegreenbus.co.uk">www.thegreenbus.co.uk</a> ; and
“You” and “Your”	refers to You, being a passenger (with or without a Ticket) or a person purchasing a Ticket for or on behalf of the passenger.

- 2.2 Any reference to Us includes reference to Our Bus drivers and other The Green Bus employees, officers and agents in the course of their duties for or on behalf of The Green Bus Company Limited.
- 2.3 If any provision or part of any provision of these Terms and Conditions shall be held to be unlawful, invalid or unenforceable, it shall to that extent be severed from these Terms and Conditions and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions which will remain in full force and effect.
- 2.4 These Terms and Conditions shall be governed by and construed in accordance with English law and You and We irrevocably submit to the non-exclusive jurisdiction of the English Courts.
- 2.5 No third party shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms and Conditions.
- 2.6 Any failure or delay by Us to exercise or enforce any right We have under these Terms and Conditions shall not operate as a waiver of that right or preclude the exercise or enforcement of it at any later time.

### **3 The basis of Your Agreement with Us**

- 3.1 We agree to carry You on Our Buses solely upon and subject to the terms and conditions set out in these Terms and Conditions, the Code of Conduct (available on Our Website) and any Additional Conditions which may apply to You (all as amended from time to time) (“Terms”).

3.2 Together the Terms constitute the entire understanding between You and Us, set out Your legal rights and obligations and form the basis of Our legal contract with You. They supersede any previous agreement, understanding or arrangement between Us in relation to the same subject matter.

3.3 These Terms and Conditions do not affect Your statutory rights.

#### **4 Duty of Parent/Guardian**

4.1 If You are the parent or guardian (or other person) who purchases a Ticket and/or ticks the Declaration on behalf of someone else, You undertake that You have authority to act on behalf of the other person and acknowledge that You are responsible for ensuring that Your child (or other passenger) has read and fully understands these Terms and Conditions, the Code of Conduct and any applicable Additional Terms and complies with them as if they were You.

#### **5 Services**

5.1 Your carriage on Our services is subject to all applicable bye-laws, safety and other regulations issued by competent authorities from time to time and all terms and conditions to which any Ticket is subject.

5.2 We shall make reasonable efforts to provide the service We advertise. However, We reserve the right to cease to provide Our services or to alter, suspend or withdraw any Bus or aspect of Our services from You or generally at any time immediately and without notice without incurring liability.

5.3 We operate all Buses on a first come first served basis. We shall use reasonable efforts to accommodate passengers but We cannot guarantee that You will be able to travel on any particular Bus if that Bus is already full to capacity.

5.4 We reserve the right to arrange appropriate alternative transport at any time to meet Our commercial needs and the needs of Our passengers without notice.

5.5 If, acting in Our sole discretion, We arrange alternative transport for You because You allege that Your Bus has run early or You have otherwise missed Your Bus as a direct result of a failing on Our part, We shall be entitled to investigate all circumstances surrounding such alleged failing and if such investigations (including without limitation consideration of Our archive GPS data and any available CCTV footage) substantiate that there was in fact no failing on Our part, You shall be liable to re-pay to Us the entire costs incurred by Us in having arranged the relevant alternative transport for You. Such costs shall be charged to Your account for payment (in addition to all other sums due) at the time of Your next bus pass instalment or sooner, if We

acting in Our sole discretion decide. You agree that We may increase any direct debit accordingly.

- 5.6 Notwithstanding clause 5.5, The Green Bus will not pay any taxi fares unless such taxi journey has been approved in advance by an authorised representative of The Green Bus and the relevant journey has been booked personally by The Green Bus through its own taxi account. The fare shall only be paid for the length of route that the relevant Bus would have taken for the original journey. No other taxi fares shall be recoverable whatsoever.

## **6 Tickets**

- 6.1 You must hold a valid Ticket for Your entire journey and must carry this Ticket with You at all times on each journey to which the Ticket relates.
- 6.2 Upon boarding the Bus You must have Your Ticket out ready for inspection and must show all relevant parts of Your Ticket to the Bus driver (or other relevant The Green Bus employee, agent or officer) promptly without having to be asked or otherwise prompted to do so.
- 6.3 Upon request by the Bus driver (or other relevant The Green Bus employee, agent or officer) at any other time, You must produce all parts of Your Ticket for inspection promptly and without objection. If You are asked to provide further identification and information about Yourself, You shall also provide this promptly.
- 6.4 You must check Your Ticket for errors as soon as You receive it and bring any discrepancies to Our attention immediately so that We may rectify them. Discrepancies shall not be rectified afterwards. You are solely responsible for ensuring that Your Ticket is valid for Your entire journey.
- 6.5 You must check You have paid the correct fare and have been given the correct change at the time of purchase. Errors shall not be rectified afterwards.
- 6.6 If You board a Bus between fare stages You shall be charged from the previous fare stage. If You alight between fare stages You shall be charged to the next fare stage.
- 6.7 You may not break Your journey except where a transfer is expressly permitted.
- 6.8 Tickets are for personal use only and are not transferable.
- 6.9 Our issue of a Ticket to You does not give rise to any offer, contract or understanding that Buses shall run on time or at all or that there will be accommodation for You on any Bus.

- 6.10 Your Ticket remains Our property at all times. You must deliver it up and return it to Us immediately upon request.
- 6.11 We reserve the right to require You to provide Us with proof of identity and/or proof of age to verify You as the bona fide holder of a Ticket or to confirm Your age.
- 6.12 If You are aged 16 years or older, You shall be required to pay an adult fare unless a concessionary fare applies. If You are aged 16 years or over but still attending full-time school or sixth form, then subject to You providing documentary evidence of the same to Us, You will be entitled to apply for a concessionary fare. You may be entitled to pay a child fare if You are between 5 and 15 years of age. Children under 5 years old shall usually be carried free of charge.
- 6.13 If You lose Your Ticket, or Your Ticket is defaced, damaged or appears to have been tampered with, it shall not be valid for travel. You must notify Us as soon as possible and We may refuse You travel. We reserve the right to decide whether or not to re-issue You a Ticket, acting in Our sole reasonable discretion. If We do agree to re-issue a Ticket, in accordance with clause 7.1.4 We shall charge You an administrative fee of fifteen pounds (£15) inclusive of VAT. If the re-issue of Your Ticket is necessary because Your Ticket has been deliberately defaced, We also reserve the right to charge You an additional fee of twelve (£12) pounds for the re-issue of Your Ticket.
- 6.14 When Your Ticket expires, it shall no longer be valid for travel.

## **7 Consequences of travelling without a valid Ticket**

- 7.1 If You fail to purchase a valid Ticket, purchase the wrong Ticket, fail to carry all relevant parts of Your Ticket with You, are not the rightful holder of the Ticket on which You are purporting to travel, are in possession of a fraudulently produced Ticket, fail to provide Your Ticket for inspection or provide a defaced or damaged Ticket, You shall be considered to be travelling without a Ticket and without prejudice to and in addition to any other rights and remedies We have against You:
- 7.1.1 You shall be liable to pay Us either the full adult fare for the whole of Your intended journey or the Standard Fare, whichever is the greater (payable on-the-spot and in any event within fourteen (14) days). You will not be entitled to repayment of the Standard Fare at a later date even if You are subsequently able to produce a valid Ticket; and/or
- 7.1.2 We may recover from You Our total losses relating to all infringing journeys You have made, including but not limited to all unpaid fares, amounts equivalent to the concessionary fare income (if any) which We would have received had You purchased a valid Ticket for

each journey and Our legal and administrative costs reasonably incurred in taking action against You; and/or

- 7.1.3 We may refuse to issue You a Ticket or replacement Ticket and/or may immediately withdraw Your Ticket without notice ; and/or
  - 7.1.4 If We agree to re-issue Your Ticket, We shall be entitled to charge You an administrative fee in accordance with clause 6.13; and/or
  - 7.1.5 We may refuse You travel on Our Buses, either temporarily or permanently at Our sole discretion without notice; and/or
  - 7.1.6 We may take any other action that We reasonably see fit.
- 7.2 Without prejudice to any action We take pursuant to clause 7.1 above, You shall continue to be liable for all sums due to Us.

## **8 Payment**

- 8.1 Ticket prices shall be as stated in the Table of Fares. We reserve the right to increase or otherwise alter or amend fares at any time without notice. The latest Ticket prices are posted on Our Website and are also available from Our offices upon request.
- 8.2 The method of payment and any instalment options for payment shall be as set out on Our Website or as otherwise agreed between You and The Green Bus. Any payments made in cash or by postal order must be delivered by hand to the offices of The Green Bus and You must receive a receipt from Us as proof of payment. We accept no liability for the loss or non-receipt of payments made by post.
- 8.3 All instalments shall be payable in advance.
- 8.4 You shall make all payments to Us in full and without deduction, set-off or counterclaim.
- 8.5 Other than where a refund is given pursuant to clause 10, all sums due are non-refundable.
- 8.6 No payment shall be deemed to have been made by You unless and until full payment has been received by Us as cleared funds.
- 8.7 You must pay all sums on time. Time shall be of the essence with regard to payment. Where you are receiving 3<sup>rd</sup> party funding for the Ticket, you must pay all sums (including all instalments) to us on time, notwithstanding that you are not in receipt of the funding at the time payment is due, or that such funding has been withdrawn at any time.

- 8.8 Without prejudice to clauses 8.9 and 8.10 below and any other rights and remedies We may have (including the right to recover damages), if any sums become overdue:
- 8.8.1 In the first instance, We shall write to You demanding payment of all sums due with interest as applicable. We shall charge You an administrative charge of twelve pounds (£12) to cover Our administrative costs in sending this initial letter;
- 8.8.2 In the second instance, if notwithstanding Our initial letter You still fail to make full payment of all sums due within fourteen (14) days following the date of such initial letter, We shall write to You again, to demand payment of all sums due with applicable interest. We shall charge You a further twelve pounds (£12) to cover Our administrative costs in sending this second letter;
- 8.8.3 If notwithstanding Our actions above, full payment of all sums due (including interest) is still not forthcoming from You within a further fourteen (14) days following the date of Our second letter, We shall consider commencing Court action against You and/or take any other action We see fit to recover all unpaid sums from You (with interest). We shall also seek to recover all of Our costs (including but not limited to legal fees) reasonably incurred by Us in taking action against You.
- 8.9 We may engage any third parties We consider necessary to assist Us in the recovery of debts from You and may disclose Your personal information to them as is necessary for such purpose. You shall be liable for the reasonable costs of Us engaging such third parties.
- 8.10 If You fail to pay Us any sum (including, without limitation, any sum due for an Annual Bus Pass, Ticket or Fuel Surcharge) by the relevant due date:
- 8.10.1 interest shall be payable on all overdue sums at the annual rate of five per cent (5%) above the base lending rate of Barclays Bank Plc from time to time, accruing on a daily basis from the due date for payment until payment is made, whether before or after any judgment; and/or
- 8.10.2 We may refuse to issue You a Ticket or replacement Ticket and/or may immediately withdraw Your Ticket without notice. If We subsequently agree to re-issue Your Ticket, We shall be entitled to charge You an administrative fee of twelve pounds (£12); and/or
- 8.10.3 We may refuse You travel on Our Buses without further notice, either temporarily or permanently; and/or
- 8.10.4 We may contact Your school, the police or other authorities to assist Us in Our recovery of such overdue sums; and/or

8.10.5 You agree that We may contact Your School to inform them of Your non-payment of any sum.

8.11 If a direct debit or cheque is rejected because you neglect to have sufficient funds in Your account at the time of the relevant debit, without prejudice to Our other rights and remedies, We shall charge a fee of twelve pounds (£12) to assist with Our additional administrative costs in processing such rejection. Such fee shall be chargeable in respect of each rejection to be processed. The twelve pounds (£12) fee shall become due immediately and shall be added to Your account to be paid by You (in addition to all overdue sums) at the same time as Your next bus pass instalment or sooner, if We acting in Our sole discretion decide.

## **9 Concessionary Fare Schemes**

9.1 We shall accept concessionary travel passes authorised by a relevant local authority to the extent that such concessionary travel passes are acknowledged by Us on Our Website.

## **10 Cancellations and Refunds**

10.1 Subject to the provisions of this clause 10, You shall not be entitled to cancel Your Ticket at any time. We shall not give refunds and You shall be liable to Us for the full value of the Ticket purchased.

10.2 Within seven days following the date of issue of Your Annual Bus Pass ("Cooling-Off Period") You may cancel Your Annual Bus Pass on written notice to Us without incurring any liability (except for any direct costs incurred in relation to services already provided) and We will refund any part of the Ticket price that We have received from You, provided that Your Annual Bus Pass and any other property of The Green Bus are first returned to Us, complete and undamaged. You shall not be entitled to travel on Our Buses once Your Annual Bus Pass has been cancelled and We shall have no further liability to You following cancellation.

10.3 We may, at Our sole discretion, consider a refund where there are exceptional circumstances such as You move house or change school. You shall be required to provide documentary evidence of such circumstances. to Our satisfaction. If We agree to giving You a refund in these circumstances, We shall refund the amount We, acting in Our sole discretion, consider reasonable. The amount of any refund shall be no more than the remaining value of the refunded Ticket and in the case of an Annual Bus Pass shall be no more than an amount which is pro rata to the monies payable against the number of whole half terms remaining in the relevant School Year (from the date We receive the surrendered Ticket) less an administrative charge of fifteen pounds (£15).

10.4 You must return Your Ticket to Us prior to being entitled to any refund.

## **11 Annual Bus Passes**

- 11.1 An Annual Bus Pass shall be valid for one School Year, except that where an Annual Bus Pass is issued later than the usual 1 September start date in which case it shall be valid for a shorter period, from the issue date until 31 July of the same School Year and the price shall be adjusted accordingly.
- 11.2 The prices for the Annual Bus Pass shall be as posted on Our Website from time to time. The price for the Annual Bus Pass may be amended throughout the duration of a School Year in accordance with clause 11.5.
- 11.3 Payment shall be required to be made by You either in full upon issue of the Ticket or in instalments to be made each month during the School Year. ( If We agree to payment by instalments for an Annual Bus Pass, this will ordinarily be by way of ten monthly instalments, starting on 1 August.)
- 11.4 Even though We may permit You to pay for the Annual Bus Pass in instalments, You shall immediately become liable to Us for the full price of the Annual Bus Pass upon it being issued to You. You acknowledge that the monthly payments do not relate to any particular month but are simply contributions towards discharging Your liability in respect of the total annual fee. We reserve the right to recover the full amount upon written notice to You at any time during the School Year, such discretion to be exercised reasonably.
- 11.5 At the end of every [<sup>1</sup>/<sub>6</sub>/Quarter/School Year] We shall calculate the average price of the fuel that we purchased during that period. We shall be entitled to charge You a percentage increase for the fuel used based upon the Table of Fares. You shall be liable to pay any Fuel Surcharge within [30 days] of Us notifying You of the amount of the Fuel Surcharge for that [<sup>1</sup>/<sub>6</sub>/Quarter/School Year]. The average fuel price calculated by Us shall be final and binding upon You except in the case of manifest error.
- 11.6 Cancellations and refunds are only permissible in accordance with clause 10.
- 11.7 Notwithstanding the fact that We may refuse to issue a Ticket acting in Our sole discretion at any time, for the avoidance of doubt We shall not issue an Annual Bus Pass (or other Ticket as We see fit) to You, as the purchaser and/or as the intended passenger, unless and until all previous sums owing from You (or to be paid on Your behalf) have been received by Us in full as cleared funds. For the avoidance of doubt, this includes but is not limited to full payment having been received by Us in respect of all Annual Bus Pass monthly instalments (with applicable interest and Fuel Surcharges) owed to Us for all previous School Years.

## **12 Confidentiality & Protection of Data from Third Parties**

- 12.1 Your Website username and password are personal to You. You shall keep the same and all similar information which We supply to You strictly

confidential and shall not disclose such information to any other person without Our consent. You accept liability for the actions of any person using Your username and password without Our consent. We may change Your Website username and/or password at any time.

- 12.2 You shall not disclose to any third party any information relating to the location and/or routes of Our Buses, sourced from Us or Our Website.
- 12.3 If You have any reason to suspect that a third party has unauthorised access or is seeking to obtain unauthorised access to any information relating to the location and/or routes of Our Buses or other data accessed through the log-in section of Our Website, You shall notify Us immediately.
- 12.4 You shall as far as reasonably practicable access the GPS data relating to the location and/or routes of Our Buses on Our Website at home rather than on public or shared computers and shall, as far as reasonably practicable, restrict other parties from viewing such data.

### **13 Conduct and Safety**

- 13.1 You shall comply with the Code of Conduct when waiting for, boarding, travelling on and alighting from a Bus and shall reasonably consider Your own safety and that of other passengers at all times.
- 13.2 We can accept no liability for any act or omission by passengers or third parties.
- 13.3 If We consider that You pose a safety risk or a nuisance We reserve the right to refuse carriage to You, to remove You and Your luggage immediately from Our Buses or premises, to immediately withdraw Your Ticket and to report You to the police and any other relevant authorities.
- 13.4 You shall be liable for all losses and claims arising from Your improper conduct on board Our Buses or premises. In particular (but without prejudice to the generality of the foregoing) You shall be liable to Us for all costs including all legal costs incurred by Us in respect of any Damage which You cause to Our Buses or premises or property on Our premises.
- 13.5 In addition, if You fail in our reasonable opinion to comply with the Code of Conduct (either to the spirit or to the letter), We may take action, including but not limited to the following:
  - 13.5.1 We may require You to leave the Bus immediately or at any time after the breach; and/or
  - 13.5.2 We may refuse You carriage and may withdraw Your Ticket (including but not limited to an Annual Bus Pass) immediately and without further notice either temporarily or permanently without

Us incurring liability to You or being obliged to give a full or partial refund of fare; and/or

- 13.5.3 We may impose an on-the-spot fine of ten pounds (£10) on You, payable immediately and in any event within fourteen (14) days of the relevant incident; and/or
  - 13.5.4 If, in Our reasonable opinion, You pose a significant risk to Us or to others, We may in an emergency physically restrain You or remove You (or arrange for an appropriate third party to do the same) from the Bus or Our premises; and/or
  - 13.5.5 We have the right to report and have the right to disclose Your personal data and all relevant details of the relevant incident/s (including without limitation any CCTV footage) to Your parent or guardian, Your school, the police and/or to any other authority We deem appropriate; and/or
  - 13.5.6 We may pursue or assist in the pursuance of any criminal or civil proceedings or other investigations against You; and/or
  - 13.5.7 We shall hold You liable for all losses in respect of Damage incurred by Us as a result of Your breach, including all legal and administrative costs reasonably incurred by Us in recovering all such sums from You. Interest shall be payable for non- or late payment; and/or
  - 13.5.8 We may take any other action We consider reasonable in the circumstances.
- 13.6 For the avoidance of doubt, Damage under clause 13.5.7 includes but is not limited to damage, death, wounding or bodily injury, loss, theft, financial or other economic loss, loss of profit, loss of use, loss of revenue, anticipated savings and/or loss of goodwill, reputation or opportunity.
- 13.7 If We request the same, You will provide Us with all reasonable information and assistance (including giving witness statements) in relation to any incidents arising during Your use of Our services.
- 13.8 Any action taken by Us in accordance with clause 13.3 and/or 13.5 above shall be without prejudice to any other rights and remedies We may have against You and may be taken in isolation, together or in succession and shall not in any way preclude Us from taking additional or subsequent action as We see fit as permitted under the Law.

## **14 The Green Bus intellectual property**

- 14.1 You shall acquire no rights (including but not limited to intellectual property rights) in and shall not use or exploit Our business and brand names, domain names, devices, logos, copyright, databases or software.
- 14.2 All copyright and other intellectual property rights subsisting in material on Our Website is reserved to Us.
- 14.3 You shall not make copies or download any materials posted on Our Website, other than for retention of records and similar legitimate personal use.
- 14.4 You shall not make any copies of Your Bus Pass or Our logos.

## **15 CCTV**

- 15.1 By accepting these Terms and Conditions and/or using Our services, You consent to the use of CCTV surveillance being used on Our Buses and to the recording of images to protect the Your safety and that of other passengers, The Green Bus and its employees, officers and agents and third parties, to prevent and detecting crime and to apprehend and prosecute offenders.
- 15.2 You consent to the disclosure of any recorded images of You to the police, other law enforcement agencies, Your parent or guardian, Your school, other schools, school authorities, legal representatives, the media (where considered reasonably necessary to identify victims, offenders and/or witnesses to a possible crime) and/or to any other relevant authorities.

## **16 Stopping Places**

- 16.1 Buses shall only stop for passengers to board and alight at designated Bus stops or other agreed locations.
- 16.2 Buses are not obliged to stop at any Bus stop or other agreed location to pick up or drop off passengers if the Bus driver reasonably thinks that to do so will present a risk to safety.
- 16.3 You may not require a Bus to stop at any time other than as scheduled at designated Bus stops or cause any delay to a Bus.

## **17 Personal Data**

- 17.1 You must notify Us immediately in writing upon any changes of Your name, address, home telephone number, mobile number, e-mail address or banking details or if Your child ceases to be a student at the relevant school.
- 17.2 When You apply for an Annual Bus Pass or purchase a Ticket from Us and/or use Our other products or services, You will provide Us with personal information including but not limited to Your name, date of birth, contact details, school details and bank details. In providing Your personal information to Us, You give Your consent for Us to record and retain it, to use

it in all subsequent correspondence between Us and You, to provide Our services to You, to provide You with information (including without limitation important service and safety information), to disclose it to Your school, Your parent or guardian, to the police and to other parties as We deem appropriate in accordance with and for the purposes set out in Our Privacy Policy. Our Privacy Policy can be accessed on Our Website.

17.3 Whilst We are under no obligation to do so, We reserve the right to cross-check and investigate the personal data and any other information You provide to Us to clarify its accuracy.

17.4 We reserve the right to disclose anonymous information (by which You cannot be identified) to third parties at any time.

## **18 Luggage**

18.1 We shall only carry Your luggage at Our sole discretion.

18.2 Prohibited articles shall include but are not limited to the following:

18.2.1 Food and drinks or other fluids in non-spill proof or open containers (cleaning costs may be payable in the event of spillages, as set out in the Code of Conduct);

18.2.2 Alcoholic drinks, drugs or other illegal and/or intoxicating substances;

18.2.3 Explosive, hazardous, toxic or combustible materials;

18.2.4 Weapons including but not limited to knives, firearms and swords;

18.2.5 Articles which We deem unacceptable due to their size, weight, shape or character;

18.2.6 Non-folding bicycles or similar items;

18.2.7 Any item weighing more than 20 kilogrammes;

18.2.8 Commercial products such as sheets of glass and tins of paint;

18.2.9 Accumulators and other types of lead/acid battery;

18.2.10 Any other items which We consider may cause Damage, offence, or harm to Us, Our Buses, passengers and/or third parties; and

18.2.11 Other items which may be referred to as being prohibited from time to time on Our Website.

18.3 You are solely responsible for the safety and security of Your Luggage and shall be liable for any Damage or delay caused to You or Your luggage, to Us,

Our staff, Our Buses and Our property, to passengers and/or third parties by Your luggage being carried on Our Buses or placed at Our premises. In the event of any such damage, We shall consider commencing legal action and/or other action against You as We see fit to recover Our losses for the Damage or delay caused.

18.4 We cannot accept any liability for Your Luggage except in respect of Damage suffered to permitted luggage whilst on board a Bus which has been caused by Our negligence. In any event, Our liability:

18.4.1 shall be excluded altogether in respect of items such as jewellery, money (or equivalent), bank cards, iPods, mp3 players, game consoles, iPhones, mobile phones and fragile objects; and

18.4.2 in respect of all other Damage, shall be limited to a total maximum payout of £300 per passenger per annum, such sum only payable upon Us assessing and agreeing the value of the alleged Damage.

18.5 Notwithstanding clause 18.4 above, no action shall lie against Us in the case of Damage to Your luggage unless You make a detailed complaint to Us in writing within seven (7) days from the date of the alleged Damage and provide Us with reasonable proof of such Damage.

## **19 Animals**

19.1 Guide dogs whose assistance is required by disabled passengers shall be carried by Us without charge.

19.2 Other small, non-dangerous animals may be carried with the prior consent of the Bus driver. Where such consent is given, We may charge a reasonable fare for the carriage of each animal.

19.3 You shall be fully responsible for Your animal whilst on board the Bus or on Our premises and accept all liability for any and all Damage (including personal injury) which they cause.

19.4 If Your animal dirties or causes damage to a Bus or Our premises, You shall be liable to Us for all reasonable cleaning or repair costs incurred.

## **20 Lost property**

20.1 If You find any discarded articles on Our Buses or premises, You must notify Us immediately and hand the relevant article to Us in same the condition in which You found it.

20.2 We reserve the right to charge You if You lose, misplace or discard Your property on Our Buses or premises upon return of any such article to You, except where an article is returned to You during the course of the same

journey in which case, on being satisfied that You are a bona fide claimant, We shall return the article to You without payment or reward.

- 20.3 Application for the recovery of any lost property should be made to Us in writing.
- 20.4 We reserve the right to open letters, packages, bags and other containers left on Our Buses or premises as We deem necessary.
- 20.5 If You fail to claim any article within one (1) calendar month of losing it, the property shall be deemed to have been abandoned and We may destroy or dispose of it immediately without notice.
- 20.6 Notwithstanding clause 20.5 above, perishable goods shall be kept for no longer than forty eight (48) hours following the time they were found. We reserve the right to dispose of or destroy potentially dangerous articles immediately and without notice.
- 20.7 We shall not be liable for any Damage howsoever caused to any articles coming into Our possession or arising in connection with Our custody or return of such articles.

## **21 Access**

- 21.1 We are committed to trying to accommodate Our disabled passengers. Not all of Our Buses are fully accessible at present but We shall try Our best to meet Your needs where We can. Advance booking is necessary and wheelchairs should be no larger than 1,200mm x 700mm in size and be capable of being fully secured whilst on the Bus.
- 21.2 Pushchairs, buggies and prams must be of a reasonable size, be capable of being folded and shall only be carried at the discretion of the Bus driver. We may need to limit the number of wheelchairs, pushchairs, buggies and prams carried on each Bus.
- 21.3 You shall co-operate and where necessary, change seat to allow passengers with a wheelchair or pushchair to board the Bus.

## **22 Statutory Compliance**

- 22.1 You agree to comply with Your statutory obligations, including not but not limited to Your obligations under the Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990 (as amended, re-enacted or replaced from time to time).

## **23 Liability**

- 23.1 We accept no liability for any Damage suffered by You or other parties caused by Buses not running on time or at all, there not being enough space

for You to be carried on any Bus, timetable alterations, the delay, early running, detention, lack of punctuality, suspension, withdrawal, cancellation or deviation of any Bus or Bus service for any reason whatsoever including but not limited to Buses breaking down or being defective, inadequate planning, inclement weather or driving conditions, flood, strike, lockout or other industrial action, other act or omission of The Green Bus, orders of a public authority, military action, riot, commotion, the provision by Us of inaccurate or misleading information or by force majeure.

- 23.2 We accept no liability for indirect, consequential or special Damage howsoever caused.
- 23.3 Nothing in these Terms and Conditions excludes Our liability for death or personal injury insofar as the same is caused by Our negligence or fraudulent misrepresentation.
- 23.4 We accept no liability for Damage caused to or by any animals carried by Us (except in respect of death or personal injury caused by Our negligence). Such liability rests solely with the accompanying passenger.
- 23.5 Except as expressly stated in these Terms and Conditions, We accept no liability for any Damage suffered by You relating to Our Bus service.

## **24 Complaints and Queries**

- 24.1 Any complaints or queries should be sent to Customer Services Department, The Green Bus Company Limited, 386 Park Road, Birmingham B18 5ST. Otherwise, please telephone Us on 0845 234 2222 or email Us at [hello@thegreenbus.co.uk](mailto:hello@thegreenbus.co.uk).