

Conditions of Carriage

Reviewed January 2021

1. Introduction

Newport Bus is the principal bus operator in the city of Newport, completing around 8 million passenger journeys every year throughout the city, and in neighbouring areas such as Monmouthshire, Cardiff and Torfaen.

Newport Bus values your custom and we will endeavour to provide those we serve with a safe, reliable and value for money public transport network. We aim to:

- Operate at least 99.5% of all advertised journeys.
- Operate at least 95% of all timetabled services "on time"*

The following conditions apply to all services we operate and all customers who travel with us. Entrance into/onto any of our vehicles or premises confirms acceptance of these conditions.

*The definition of "on time" used by our regulators, the Traffic Commissioner, is between 1 minute early and 5 minutes late.

2. General

We aim to provide a safe, reliable and punctual service at all times but there are occasions when we are unable to operate services as advertised due to external factors that are outside of our control. These may include (but are not limited to):

- I. Road works
- II. Diversions
- III. Traffic congestion
- IV. Major events
- V. Extreme weather conditions

In the event of services being suspended or curtailed due to safety reasons (e.g., snow/ice) the decision of the Director or Senior Manager responsible is final.

Where possible, we will take reasonable steps to advise customers of any disruption to services. In the event of cancellation, delay, diversion or termination of a service, the service being unavailable to you because of the vehicle being full to capacity or for any other reasons, we shall not be liable for any losses, damages, cost or inconvenience that you suffer as a result.

We do not guarantee that services will connect unless we specifically advertise a guaranteed connection.

3. Conduct of Passengers

Travelling on a bus means sharing space with other people. To ensure that your journey is safe and comfortable we ask passengers to refrain from taking any actions which may endanger, cause discomfort or offence to any other person on the bus.

When on the bus, **you must not:**

- Smoke (including the use of an e-cigarette or personal vapouriser)
- Consume food or drink (except water), hot drinks must be carried in a sealed container
- Damage or deface any part of the vehicle or interfere with company equipment
- Use a music system or personal device set at a volume that will annoy or offend other passengers
- Spit
- Leave litter or discard items on the bus
- Obstruct gangways or emergency exits. Stand or sit at the vehicle entrance, on staircases or stand on the upstairs of a double deck vehicle
- Act in a violent or abusive manner or in a manner that may cause offence
- Wear or carry soiled items that may cause damage or stain the seats etc
- Alter or deface your ticket(s)
- Throw items from the vehicle
- Lean out of the windows
- Speak to, distract or obstruct the driver while the bus is in motion except in an emergency
- Distribute or sell leaflets, papers and/or any other items or collect for charity without our prior written consent
- Engage in any criminal activity

In the interests of health and safety **you must always:**

- Follow instructions either given by signage on the vehicle or our staff and act in a manner that shows due regard for the safety of other customers and employees.
- Notify a member of staff immediately if you sustain an injury whilst boarding, travelling or alighting a vehicle
- Have due regard, at all times, for the needs of our elderly, young and disabled customers. In particular, we ask you to vacate seats and spaces (clearly marked) designed for the elderly and disabled when requested
- Follow the directions and instructions of staff concerning the maximum number of standing passengers. All our vehicles contain clear signage setting out their capacity. This is displayed in the lower saloon of the vehicle
- Only use emergency doors and windows in the event of an emergency or when requested by a member of staff or emergency services.

The above lists are not limited or exhaustive.

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

We reserve the right to refuse you entry or require you to leave our vehicles or premises at any time, should we have reason to believe your behaviour and/or actions may jeopardise the safety, security or comfort of others.

All passengers are carried on our services subject to the Public Service Vehicles (Conduct of Drivers, Conductors and Passengers) Regulations 1990. For more information on these regulations please visit - www.legislation.gov.uk/uksi/1990/1020/contents/made.

Any passenger reasonably suspected, by a member of staff of breaching these regulations will be obliged to provide their name and address to a company officer and may be removed from the vehicle and refused any further travel without refund. We also reserve the right to take any further actions we consider necessary, to protect both customers and staff, including temporarily or permanently banning travel with us following an incident of misconduct.

Whilst we will do everything we can to reasonably control the conduct of other passengers, we cannot be held responsible for their conduct.

4. Getting On & Off the Bus

For safety reasons, buses will only stop at recognised bus stops to allow passengers to board and alight (excluding where Hail & Ride services are advertised). You must not attempt to board or alight a moving bus or a bus which is stationary at a point which is not a designated bus stop such as traffic lights and/or road works etc.

In most urban areas buses will normally pick up and set down passengers at marked bus stops. In busy areas some bus stops will be served by multiple services or operators. If you wish to board the bus, please give a clear signal with plenty of time to the driver of an approaching bus.

When the bus has stopped, please allow alighting passengers to leave the vehicle before attempting to board.

Both at a bus station and from bus stops, once the vehicle has closed the doors and the driver has signalled to commence a manoeuvre the bus will not be able to let you board because the driver has already committed to re-joining the main traffic flow.

In areas where there are no designated bus stops, where Hail & Ride services operate, buses will stop on request where it is safe to do so. When signalling these services please do so at a point away from parked cars, road junctions, blind bends etc and give a clear signal in good time to the driver of the approaching bus.

When wanting to alight the vehicle please ring the bell once. For your comfort and safety please do this in good time allowing the driver sufficient time to slow down properly for your stop.

We also request that customers remain seated or stand stationary until the vehicle has come to a complete stop. Do not stand too close to the doors when waiting to alight. Please use the entrance and exit doors at the front of the vehicle. You must not use the emergency exit or alight the vehicle while still in motion.

5. Standing Passengers

Standing passengers are permitted on all our local bus services and the number of which is determined by the standing limit displayed on the lower saloon of the vehicles. Where passengers choose to stand when there are still seats available, other intending passengers may be deprived of a seat or the chance to board, so your co-operation in moving towards the rear of the vehicle is appreciated.

When standing, for your safety, please make use of the handrails, seatbacks and supports provided.

Standing is **not** permitted on the stairs, in the door entrance or on the upper deck of a double deck vehicle.

6. Accessible Buses

All Newport Bus vehicles are fully accessible and comply with government requirements. All our vehicles have a dedicated wheelchair space while most also have space for a buggy or pram.

Other customers may use the wheelchair space provided but should a wheelchair user wish to board we request that customers vacate the area to allow this customer to board.

Please note only pre-approved class 2 mobility scooters are permitted on our vehicles. To find out how to get your mobility scooter pre-approved please contact our Head Office on 01633 670563.

6.1 Wheelchairs

All vehicles show the maximum number of wheelchairs that can be carried on a vehicle at any one time. This information is clearly marked in the lower saloon of the vehicle. Only one wheelchair can be accommodated per bus, this number cannot be exceeded.

The wheelchair spaces are designed to be suitable for a "standard reference wheelchair" which are no bigger than 700mm wide, 1200mm long and 1350mm high.

On boarding the driver will lower the accessibility ramp to allow wheelchair users on and off the bus. Wheelchair users and/or carers must ensure that they use the security arm and apply the brake when travelling. The back of the wheelchair must be positioned against the backrest, do not travel sideways. Please ask the driver for assistance if required.

Wheelchair users have priority over everyone else for the use of the designated wheelchair space, since this is the only place in which they can travel safely. Non-wheelchair users, unlike wheelchair users, will normally have a choice about which part of the bus to sit or stand in.

Common decency and respect for wheelchair users should mean that other passengers make way for them.

If the wheelchair space is occupied with a buggy, standing passengers or otherwise full, and there is space elsewhere in the vehicle drivers will request that it is made free for a wheelchair user. Where a pushchair or buggy is occupying the space, the driver will request that it is repositioned or moved to another part of the bus or folded and stored in the luggage space, where available.

If passengers do not respond to such a request, without good reason, and the bus is not full, the driver will advise passengers that they are required to move from the wheelchair space and they will consider other action such as not setting off from the stop until the situation is resolved.

Wheelchairs that are in a condition which could endanger other passengers or cause damage to their belongings, or the vehicles will not be carried.

6.2 Pushchairs/Prams/Buggies

Most Newport Bus vehicles have a designated 'buggy zone' designed to accommodate one unfolded pushchair. We do recommend that passengers that intend to travel on our services with a small child use a smaller easily foldable pushchair as this space is not guaranteed to be available.

If the wheelchair space is free an additional unfolded buggy may use this area however you will be requested to fold and store your buggy should a wheelchair user wish to board. If both the buggy zone and the wheelchair space is occupied any further passengers wishing to board must remove their child from the pushchair, collapse and store safely in the luggage rack. Customers could also choose to wait for the next service.

On boarding the bus, please ensure that the brakes are applied at all times when parked in the buggy zone. Pushchairs must not be overloaded with bags and should not be left unattended. The parent/guardian must either sit or stand with the pushchair. Parents/guardian have the responsibility to ensure that the gangway is not obstructed by any part(s) of the pushchair.

A pushchair does not have priority over any other passenger on the bus and the space is available on a first come first serve basis. If requested by a member of staff to collapse the pushchair, for any reason, we would expect for the request to be complied with.

Pushchairs that are in a condition which could endanger other passengers or cause damage to their belongings, or the vehicles will not be carried.

7. Fares & Tickets

The most up to date information on fares, tickets and other schemes we participate in (e.g. PlusBus) is available on the company's website www.newportbus.co.uk

To speed up journey times and to get to your destination quicker we operate an exact fare policy and change is not available on the bus. Drivers and Operational staff do not have access to the fares once they are tendered in the fare box.

To reclaim any overpayment please ask the driver to sign and date the back of your ticket and hand in at our Travel Centre. Once in receipt any overpayment will be checked with the driver and repaid within 3 working days.

Whenever you board the bus, you must either:

- Place your fare into the fare box by the driver's cab
OR
- Show your valid prepaid ticket (e.g. Day Ticket), pass or other form of authority to travel
OR
- Present your Smartcard or magnetic pass to the reading equipment so it's validity can be checked

Where issued please ensure you take your ticket as proof of payment and check it is the correct ticket for your journey. Please inform the driver at time of issue in the event of an error as any errors cannot be rectified at a later date or time. Please retain this ticket or smartcard, in good condition, and make them available for inspection, when requested by a member of staff.

If you are unable to produce a valid ticket or pass for the journey you are taking, or it has expired, been altered or tampered with, you will be liable to pay the full fare for the journey undertaken. We will not refund you this fare if you later find the missing ticket or pass. It is the customers responsibility to have a valid ticket for the whole journey. You are liable to prosecution if you do not hold a valid ticket, pass or other documentation.

If you board a bus at a location that is in-between fare stages, you will be charged from the previous stage. Similarly, if you alight at a location that is in-between fare stages the journey will be charged to the next stage. In certain areas several stops may be grouped together as one fare stage.

Payment of a fare covers making a journey on one of our buses and is not a payment to guarantee a seat for your journey. Standing passengers forms part of the overall capacity of the bus and you may have to stand during busy periods.

Single fares are valid for one journey between two points on the same bus at the time of purchase. A break in the journey is not permitted. Day tickets are valid until 23:59:59 on the day of purchase. Weekly tickets are valid for 7 days, Monthly tickets are valid for 30 days and yearly passes are valid for 365 days including day of purchase or first day of validation. Refunds or credit will not be added to the above tickets due to Bank Holiday operations.

If a passenger cannot pay a fare and, in the opinion of the driver, is vulnerable, at risk or in distress, they will be carried without payment when the passenger provides and verifies their name and address. The fare must then be paid at either the Travel Centre or Head Office within 3 working days.

7.1 Child Fares

All child fares are valid for children and young persons between the ages of 5 and 15 and are advertised and subject to the same terms and conditions as adult fares. A maximum of two children under the age of 5 can travel free of charge with an adult passenger. Any additional children under 5 will be charged the child fare.

For those customers aged between 16 & 18 they are also able to pay child fares if they are in possession of a valid Youth Passport Card or a valid Welsh Government MyTravelPass. For more information regarding the Youth Passport and its benefits please visit www.newportbus.co.uk/youth-passport or for information about the Welsh Government scheme please visit www.mytravelpass.gov.wales

7.2 Concessionary Schemes

Newport Bus participates in the All Wales Concessionary and young person's MyTravelPass schemes operated by Welsh Government. The terms, conditions and rules applying to this scheme are the responsibility of the pass issuing authority (usually the authority in which you live).

When travelling on Newport Bus services concessionary pass holders must additionally comply and adhere with all aspect of these conditions.

8. Luggage & Lost Property

8.1 Luggage

Accompanied luggage is carried at the drivers discretion and at the passengers risk. The driver of a vehicle has the right to refuse, at his/her sole discretion, any item of property which they consider unsuitable for carriage. Newport Bus will not be liable for any loss of or damage to luggage. Luggage must not be placed on a seat or cause any obstructions to the gangways or exits.

For customer safety the following items may **NOT** be taken onto our vehicles:

- a) Weapons or objects that are likely to cause injury to other persons
- b) Any explosive, hazardous, corrosive or combustible materials
- c) Tins of paint and/or any similar liquids
- d) Non-folding bicycles.
- e) Motorised or Electric Scooters (that are not covered in 6.1 Wheelchairs)
- f) Any item that is likely to cause upset or offence to staff or customers
- g) An item that could potentially damage the vehicle or other people's property
- h) Items of excessive size that cannot be safely and securely stored

Passengers are responsible for the safety and security of their luggage, at all times, and liable for any injury, damage or loss which it may cause to our vehicles, property, employees or other passengers.

Passengers are liable for the cost of any cleaning or repairs required because of any spillage from articles or items they have taken onto our vehicles. If cleaning or repair requires the bus to be withdrawn from service, the cost will include any revenue lost.

8.2 Lost Property

If you find any property which someone has left on the bus please hand it to the bus driver. Our staff will, where practical, check the vehicle for lost property at each terminus of their journey.

If you leave property on the bus and can satisfy the driver that it is yours, please give your name and address to the driver and it will be returned immediately. If you leave an item on a vehicle please report the details to our Travel Centre or Head Office, as soon as possible, with as much detail about the item and the journey you left it on (Service number, fleet number, time of boarding and alighting) to assist us. For important and high value items such as purses mobile phones etc we will make every effort to arrange a radio call to be made to the driver(s) to look for the item.

Lost Property will be held for one month (30 days) and then disposed of unless it is perishable when it will be held for 24 hours. Property which is, or becomes, objectionable may be disposed of sooner. Please note that some items will not be held as lost property. Drugs and medicines will be returned to the issuing pharmacy or hospital. If this cannot be achieved, they will be disposed of immediately. Passports will be passed to the Police.

We reserve the right, at our sole discretion, to open, examine and or destroy any items of lost property. When collecting any pieces of lost property contact details must be provided and proof of identity will be required.

To report an item of lost property please call our Travel Centre on 01633 263600 or Head Office on 01633 670563. Our lost property office where all items must be collected is based at our Head Office and is open Monday - Friday 0900-1700 and is situated at 160 Corporation Road, Newport, NP19 0WF. Regulations regarding lost property on buses are contained in the PSV (Lost Property) Regulations 1978, as amended in 1995.

8.3 Suspicious Packages/Items

If you are aware of any suspicious packages and/or items that are left unattended on our vehicles please move away from the package, dial 999 and inform the driver or member of staff. Please follow any instructions given by a member of staff to assist in the evacuation of the vehicle.

9. CCTV & Data Protection

Our buses and premises are fitted with CCTV for your safety, crime prevention, insurance purposes and to ensure that our company policy and procedures are complied with. CCTV may be passed to the Police to aid investigations of a crime and/or be used as evidence in criminal or civil proceedings. We will always use all means to secure a prosecution of anyone who commits a violent or criminal act on our buses or in our premises. CCTV footage is processed by us in accordance to the Data Protection Act 1998.

When collecting your personal data in connection with a retail transaction, a customer survey, or any other purpose we will take all reasonable precautions to keep your personal details secure but unless we are deemed negligent, we will not be liable for unauthorised access to information supplied by you to us.

10. Animals

All small animals are carried at the driver's discretion. All dogs will be subject to a 50p single charge (except guide dogs, assistance dogs or learning dogs which will be carried free of charge). All dogs must be on a lead and all other animals must be secured in a suitable cage or carry case.

No animals must be placed on a seat and they should not block gangways or emergency exits. You must also comply with any applicable legislation in relation to the animals travelling with you. Animals are carried at the owner's risk and Newport Bus will not be liable for any loss or injury.

Animals taken onto the bus remain the responsibility of the person they are travelling with. The owner of the animal carried on our vehicles is responsible for any damage caused by that animal to any person or property on the bus. Any necessary repairs or cleaning will be charged to the animal's owner.

At any point any Newport Bus Staff member may request for an animal to leave a vehicle immediately and this request should be complied with without delay.

11. Suggestions and Comments

At Newport Bus we highly value customer feedback, both good and bad, and welcome any comments or suggestions about how we can improve our services. Your feedback is very important to let us know when something has gone wrong, as we have the opportunity to put it right.

For this reason, our customer complaints procedure is simple and responsive with all concerns being dealt with promptly by our Operational Team. We always aim to answer all queries within 14 days of receipt.

A copy of our Complaints Procedure can be requested from our Head Office.

You can get in contact in the following ways:

By Post: Operations Team, 160 Corporation Road, Newport NP19 0WF

Online: www.newportbus.co.uk/contact

By Phone: 01633 670563 (Head Office) or 01633 263600 (Travel Centre)

When making a complaint please try to provide as much detail as possible to assist with our investigation. Helpful information includes:

- Date & Time
- Route Number
- Bus Number
- Where you boarded and alighted the vehicle
- Details of the complaint

If you are issued a ticket the information listed on the ticket can be very useful to us.

Where a complaint is about the drivers conduct, Company Policy is that the exact outcome of any investigation or potential disciplinary hearing will not be disclosed, since this information is of a sensitive nature.

If you are not satisfied with the response from Newport Bus, after exhausting the Complaint Procedure, you can contact Bus Users Cymru, PO Box 1045, Cardiff, CF11 1JE or call them on 0300 111 0001/209 2034 4300. For more information about Bus Users Cymru please visit www.bususers.org/cymru-wales

12. The Legal Bit

Our Conditions are consistent with the relevant statutory regulations, including those relating to the conduct of passengers and lost property and do not affect your statutory rights.

Conditions may vary on certain services operated on behalf of other organisations. Any variations will be publicised locally.

We do not in any way exclude or limit our liability for death or personal injury resulting from our negligence nor are your statutory rights as a consumer affected.

The company has no responsibility for the acts or omissions of third parties including any incorrect information, delays or cancellation to third party services.

Newport Bus shall not be liable for any loss, damage or inconvenience arising from communication of information in good faith by any member of the company's staff.

The governing law for these Conditions shall be the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction.

Should any provision of these Conditions be invalid or unenforceable this shall not affect the validity and enforceability of the remaining provisions.

These Conditions constitute the entire agreement between Newport Bus and its customers. None of our employees are entitled to alter or vary any of the provisions of these Conditions.