

Carriage

The following are the terms and conditions under which tickets are sold and are the conditions of carriage under which passengers, are carried by The Southern Transit Bus Company.

OUR AIMS

We aim to provide a safe, reliable and punctual service to all our passengers, but there are times when we are unable to run to our scheduled timetables due to factors outside our control such as exceptional traffic congestion, road works, diversions, major events, extreme weather conditions and other unforeseen circumstances. In these circumstances, we will take reasonable steps to advise you of any disruption wherever this is possible.

In the event of cancellation, delay, diversion or termination of any service, or the bus being fully loaded, or for any other reasons, we will only be liable for damages to the value of your fare for that journey and shall not be liable for other losses, damages, cost or inconvenience that you suffer as a result.

FARES and TICKETING

Whenever you board a bus you must either (unless it is a specified free service):

a) Pay the driver the cash fare for the journey you intend to take whether specifically requested to do so, or not.

OR

b) Show the driver a valid prepaid Travel Ticket or pass.

OR

c) Present a valid railway ticket when travelling on a railway replacement service.

When you make cash payment to the driver, you should ensure that you are given a new ticket issued from the ticket machine. Your ticket will record the fare you have paid and state where you are going. All fares purchased on the bus are calculated with reference to a fare stage, which may cover a group of stops in one area. Passengers who board at a location between fare stages will be charged from the previous fare stage. Also, if you alight at a stop in between fare stage, you will be charged to the next fare stage.

Drivers cannot accept payment by cheque, credit card, debit card or foreign currency or £50 notes and may not always have sufficient change for other large denomination notes. Where the driver is unable to provide you sufficient change, the driver will take whatever payment you can offer along with your name and address and the change will be issued from our office.

You must check any change and point out any discrepancies to the driver immediately as mistakes cannot be corrected later.

You must keep your ticket for inspection by one of our authorised Inspectors at any time throughout your journey. If you are unable to show this, or if it has expired or been altered or tampered with, you will be liable to pay the single cash fare for the journey. We will not refund you this fare if you later find your missing travel ticket. Return tickets, which are usually cheaper than two single tickets, are available on most services and are only valid on the day of purchase, unless clearly advertised otherwise. Return tickets must be purchased from the driver on the outward journey and presented on the return journey for validation. Return tickets are valid for one single journey in each direction.

Children aged under the age of 16 and those passengers who, in the opinion of the driver, are vulnerable, at risk or in distress and unable to pay their fare will be carried providing they can provide their name and address. This will allow the fare to be collected at a later date together with any reasonable administrative costs.

Children under 5 years of age, when travelling with another responsible passenger, will not be charged providing they do not occupy a seat to the exclusion of a fare paying passenger or are

seated in a buggy in an appropriate space on the vehicle. A maximum of two children under 5 will be carried free with any additional children charged at normal child fare.

CONCESSIONARY TRAVEL SCHEMES

The Southern Transit Bus Company accepts passes issued under the English National Concessionary Scheme.

The terms, conditions and rules applying to these schemes are the responsibility of the authority issuing the pass and all concessionary passengers must additionally comply with all aspects of these Conditions of Carriage.

CONDUCT of PASSENGERS

Should we have reason to believe that your behaviour jeopardises the safety, security and comfort of other passengers or our staff, we reserve the right to refuse you entry, or require you to leave our buses.

If you are in breach of the following or any other statutory regulations you will be asked to give your name and address to one of our officials and/or removed from the bus and refused further travel without refund. Where necessary and in order to protect the safety and comfort of our passengers and staff we may also temporarily or permanently ban you from travelling on any of our services.

When travelling on our buses you must not:

Smoke.

Behave in a manner that is abusive or threatening or causes offence to other passengers or our staff.

Eat or drink items, which make the environment unpleasant for other passengers, or otherwise cause offence.

Consume alcohol.

Play music at a volume, which can be heard by other passengers.

Leave rubbish on the vehicle.

Distribute leaflets, papers or other articles or offer anything for sale; or collect for charity without our prior written consent.

Interfere with equipment fitted on the vehicle, and/or deliberately damage or deface any part of the vehicle.

You must follow the instructions of our staff and act in a manner which shows due regard for the safety and comfort of other passengers and our staff.

You must notify a member of staff immediately if you sustain an injury whilst boarding, travelling on or getting off a bus.

Except in an emergency, you must not talk to the driver whilst the bus is moving, obstruct the driver's vision or otherwise distract him/her.

We ask that you have due regard at all times for the needs of our elderly, young and disabled customers and, in particular, vacate seats and spaces designed for the elderly and disabled when requested.

Some of our buses may be fitted with CCTV to provide added security for our passengers and staff. Appropriate signs will be in place CCTV is in use and any recordings will be used only for the monitoring of the safety, security, customer service, and in support of relevant criminal and civil legal proceedings and complaint investigation.

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

GETTING ON and OFF OUR VEHICLES

Our buses will normally pick up and set down passengers at marked bus stops. In rural areas where there are no designated bus stops or areas offering a hail and ride service, buses will stop

on request where it is safe to do so.

Any passenger wishing to board a bus should give a clear signal to the driver of the approaching bus in time for the bus to stop safely and smoothly.

You must not attempt to board or alight from a moving bus or from a bus that is stationary at a point that is not a designated bus stop, such as traffic lights and road works, etc.

When you come to alight, you should ring the bell once in good time to alert the driver.

You must not use the emergency exits on any vehicle except in a genuine emergency.

CARRIAGE of WHEELCHAIRS, PRAMS and BUGGIES

Some of our vehicles are easy access for passengers with mobility difficulties and those travelling with young children in small prams and buggies. Some have a dedicated space to park wheelchairs and prams.

Unless stated in our publicity, we will endeavor to operate an easy access low floor vehicle on all advertised journeys, but we reserve the right to substitute a non-low floor vehicle when one is not available.

Whilst prams and buggies are welcome to travel in the wheelchair area, you are required by law to ensure that the designated wheelchair space is made available if a customer wishes to board with a wheelchair or approved mobility scooter.

CARRIAGE of BICYCLES

Folding bicycles, safely and securely stowed in the designated luggage area in a suitable bag or box, may be carried on all vehicles.

Non-folding bicycles are only carried on a very limited number of buses specifically modified for the purpose. Generally, bicycles may be carried at the owner's risk on coaches, as opposed to buses, where luggage boots are available.

LUGGAGE

In the interests of the safety and comfort of all of our customers, we restrict the size, type and quantity of luggage or other belongings, which you can bring onto our buses and reserve the right to refuse permission for you to bring any item onto our buses.

On services operated by buses, as opposed to coaches, we reserve the right, at the discretion of the driver, to refuse any large, unsuitable or awkward packages or an excessive amount of personal hand luggage.

On certain long distance services operated by coaches, larger bags and suitcases up to a maximum weight limit of 20kg should be presented to the driver for storage in the boot as necessary. Only the driver may store or remove luggage from the boot.

You remain responsible for any items you bring on to our buses. You may not be allowed to travel if, for example, the available space for carriage of luggage is already full or, if, in the opinion of the driver, your luggage or belongings will block gangways and access to emergency exits on the bus. We cannot be held responsible for any loss or inconvenience to you if you are refused travel under these circumstances.

Our liability for luggage is limited to £100 per passenger and you are advised to ensure that you have proper insurance if your luggage is worth more than this.

We reserve the right to request that you open any article of luggage for inspection by the driver or other company officer in your presence if, for reasons of security, it is considered necessary to do so.

Certain items cannot be carried under any circumstances in the interests of safety. These include accumulators, explosives, ammunition, weapons, paint in either unsealed containers or plastic containers exceeding 5 litres and combustible or otherwise hazardous materials including petrol.

ANIMALS

At the discretion of the driver, one accompanied well, behaved dog or other small animal in a secured cage, which will not be a danger or a nuisance for other passengers or our staff may be

allowed to travel on our buses.

Any animal carried must remain under control and must not be allowed to sit on the seats.

If you bring an animal onto a bus, you will be held responsible for any damage, loss or injury arising from its presence on the bus.

All dogs and small animals may be charged a fee, with the exception of Guide dogs or hearing dogs, accompanying registered disabled persons, which are carried free of charge at all times.

LOST PROPERTY

We will make all reasonable attempts to locate and return any property left on one of our buses to its owner.

If you find lost property on a bus, you must hand it to the driver.

If you claim any item of lost property, you will be required to satisfy us that the item belongs to you and give us your name and address.

We will keep lost property for one month and any property not claimed within that time will become our property and will dispose of it appropriately.

If the lost property is perishable, becomes objectionable, or a health risk, we reserve the right to destroy, or dispose of it at any time.

Lost property contained in a package, bag or other container, may be opened and examined to trace the owner or identify its nature and value.

You will need to collect the lost property from our office. If we agree to post the property back to you, the cost of postage and packaging must be paid in advance.

COMPLAINTS

We welcome suggestions and complaints because they help us to improve our services and to put things right when they have gone wrong. We would rather people contact us, rather than just stop using our services.

Our staff are trained to handle complaints in a positive manner and do not take them personally. We know that customers want to be taken seriously more than anything else. When we have failed, we will offer a sincere, speedy apology and a genuine commitment to avoiding a repetition. All suggestions and complaints whether in writing, by email receive the attention of a director to ensure we understand the suggestion or complaint. We will try and respond as quickly as possible and will provide a response within a week, even if this just to explain what stage any investigation has reached and the likely timeframe for a final response.

DATA PROTECTION

Any personal data collected in connection with our business will be held in accordance with the principles contained in the Data Protection Act 1998 and will not be shared with a third party, unless part of a criminal investigation.

LEGAL NOTICE

The governing law for these Conditions shall be the English law of and the Courts of England shall have exclusive jurisdiction.

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

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

The registered office of the:

Southern Transit Bus Company is 38 Dacre Gardens, Upper Beeding, Steyning, West Sussex BN44 3TD ENGLAND.

Our administration office for refunds and lost property is the:
Southern Transit Bus Company
Old Cement Works, Upper Beeding, West Sussex BN44 3TX ENGLAND.

DEFINITIONS

"The COMPANY" means Neil Bird T/A Southern Transit, commonly known as Southern Transit, or the Southern Transit Bus Company.

"The PASSENGER" is the person or body engaging the services from the COMPANY.

"The DRIVER, CONDUCTOR, CREW" refer to persons engaging in activities or services on behalf of the COMPANY.

Private Hire

APPLICATION

The conditions apply whether a contract has been made verbally or in writing. The HIRER acts on behalf of all passengers travelling on the company vehicles. Where the HIRER is a corporate, company, group, partnership or other body, an individual must be named as that body's RESPONSIBLE PERSON for the purpose of the hire. The HIRER is responsible for the actions of the passengers on board and is deemed to have the authority to agree additional costs, should any arise during the course of the booking. The COMPANY will only accept instructions from the HIRER or the HIRER'S nominated representative.

QUOTATIONS

Quotations are given on the basis of the direct route and on information and timings provided by the HIRER. The route used will be at the discretion of the COMPANY unless it has been specifically specified by the HIRER and agreed by the COMPANY in which case it will be clearly shown on the confirmation. Quotations are valid for 21 days unless otherwise notified.

USE OF THE VEHICLE BETWEEN BOOKED JOURNEYS

The HIRER cannot assume that he/she/they will have the use of the vehicle or that it will remain at the destination between outbound or return journeys, unless this has been agreed with the COMPANY in advance.

ROUTE TIME and/or VEHICLE VARIATION

The COMPANY reserves the right to levy additional charges for mileages, or time exceeding that agreed for the booking. Should the HIRER request an overrun beyond the agreed end time of the booking, the COMPANY may make additional charges as follows: £75 for the first hour part or part thereof, £150 for the second hour or part thereof, £350 for the third and for each and every subsequent hour or part thereof.

Overruns will be accommodated at the COMPANY'S discretion and subject to the availability and other commitments of the vehicle and crew.

The vehicle will depart at the times agreed by the HIRER, and it is the responsibility of the HIRER to account for all passengers at those times. The COMPANY will not accept liability for any losses incurred by passengers who fail to follow the instructions given by the HIRER.

The COMPANY cannot accept responsibility for delays caused by traffic conditions or other disruption beyond the COMPANY'S control.

The DRIVER is responsible for the safety of the vehicle, its passengers and other road users and may deviate from the planned route if he/she feels it necessary in the interests of safety. The COMPANY will do its best to provide the type of vehicle requested but reserves the right to operate a substitute vehicle in the event of unforeseeable difficulties such as mechanical failure.

DRIVERS' HOURS

The DRIVER'S working hours are regulated by law. The COMPANY is obliged to take these restric-

tions into account when planning staffing for the hire, and the HIRER agrees to adhere to timings agreed with the COMPANY. Neither the HIRER nor any passenger shall delay or otherwise interrupt the journey in such a manner as to put the DRIVER at risk of breaching the driving hours and duty time regulations.

The DRIVER is responsible for observing the legal requirements and will advise the HIRER or representative if any alterations in the schedule risks causing a breach. The HIRER will be responsible for any additional costs incurred unless the cause is outside the control of the HIRER.

SEATING CAPACITY

The COMPANY will, at the time of booking, agree and specify the legal seating capacity of the vehicle to be supplied. The HIRER must not load the vehicle beyond this capacity. The COMPANY will not allow the legal capacity to be exceeded under any circumstances.

SMOKING

Smoking is not permitted on, or in any COMPANY vehicle at any time.

ALCOHOL

The carriage and or consumption of alcohol aboard or/in the COMPANY'S vehicles may only take place if agreed in advance between the COMPANY and the HIRER. The COMPANY may impose such restrictions as it deems fit in respect of the type and quantity of beverages carried for consumption aboard. Glass receptacles may NOT be used under any circumstances. A charge will be made for disposal of rubbish.

FOOD

The carriage and/or consumption of food aboard or/in the COMPANY'S vehicles may only take place if agreed in advance between the COMPANY and the HIRER. The COMPANY may impose such restrictions as it deems fit in respect of the type and quantity of food carried for consumption aboard. A charge will be made for disposal of rubbish.

DAMAGE TO VEHICLE

A cleaning surcharge of up to £150 may be imposed in the event of spillage of food and/or drink or other contamination of, or damage to the vehicle whether arising from the consumption of drinks aboard, or from the behaviour of passengers who have consumed alcohol before travelling, or from any other action by passengers.

The COMPANY reserves the right at its absolute discretion to request, and to hold a deposit amount sufficient to cover the cleaning surcharge, such deposit will be returned to the HIRER upon completion of the booking provided that no spillage, or contamination, or damage has occurred.

CONVEYANCE OF ANIMALS, BICYCLES, PUSHCHAIRS WHEELCHAIRS, & HAZARDOUS SUBSTANCES.

No animals, may be carried on/or in any vehicle without prior written agreement from the COMPANY; with exception of guide dogs or hearing dogs. The conveyance of bicycles is prohibited, unless they are of a foldable design and fit within the luggage storage area and is at owners risk. One or two small pushchairs maybe carried, but must be folded and accommodated in the luggage area. The HIRER should consult the COMPANY in advance if the conveyance of large pushchairs or wheelchairs is required. The HIRER should understand that the historic nature of the vehicles operated by the COMPANY means that they can not be modified to conform to modern accessibility standards. The COMPANY'S staff will do their best to provide assistance where required, but the HIRER is responsible for ensuring that mobility impaired passengers are advised in advance of the limitations of the vehicle.

Hazardous substances of an explosive nature are forbidden on board at any time.

CONFIRMATION

Written confirmation by the COMPANY is the only basis for the acceptance of a hiring, or subsequent alteration to its terms, with the exception of such operational alterations as may become necessary during the course of the hire.

PAYMENT

An initial deposit of £150 is required to secure the booking. The initial deposit is not refundable in the event of cancellation by the HIRER. Payment of the full balance due together with any additional deposits required for cleaning or rubbish disposal must be made a minimum of 28 days prior to the start of the hire, unless otherwise agreed by the COMPANY. The COMPANY'S booking confirmation advice will show the date by which payment is due. It is the HIRER'S responsibility to ensure that payment is made by the due date. The COMPANY reserves the right at its absolute discretion to cancel the booking and retain the initial deposit in the event that the payment is not received by the due date. Without prejudice to its other rights and remedies, the COMPANY reserves the right to add interest at the rate of 2% per annum above the Bank of England base rate, calculated on a daily basis from the date by which payment should have been made.

CANCELLATION BY THE HIRER

If the HIRER wishes to cancel any agreement, the following scale of charges shall apply in relation to the total hire charges, according to the notice of cancellation given.

21 days or more	- deposit only
8 - 20 days	- 25% of hire
1- 7 days	- 50% of hire
Day of hire	- 100% of hire

CONDUCT OF PASSENGERS

The COMPANY'S DRIVER or CONDUCTOR is responsible for safety in the passenger areas and his/her instructions must be followed. In particular NO passenger may travel on the platform, or staircase whilst the vehicle is in motion, and NO standing passengers are permitted on the upper deck. In the event that the behaviour or demeanour of any passenger is deemed by the DRIVER or CONDUCTOR to be hazardous to the passenger themselves, to other passengers, to the safety of the vehicle, to the COMPANY'S staff, or to other road users, the driver or conductor may require any persons to leave the vehicle. NO refunds or compensation will be considered in this event. Where young children are carried, the HIRER shall be responsible for ensuring that adequate supervision by suitable responsible adults is provided. The HIRER understands that the historic nature of certain vehicles hired, that seatbelts are not fitted or provided.

INSURANCE AND LIABILITY

The COMPANY shall not be held liable for loss or destruction of, or damage to passengers' property, or for injury to passengers unless this is caused by the negligence of the COMPANY'S personnel. The COMPANY shall not be liable under any circumstances for losses arising from traffic delays, road closures, actions of POLICE or other enforcement agencies, or any other unforeseeable obstructions to the completion of the hire as planned. The COMPANY recommends that the HIRER arranges appropriate insurance to mitigate their losses in such eventualities. In the event that the COMPANY is unable to complete the booking because of vehicle breakdown, staff sickness or other unforeseeable eventuality, the COMPANY shall use its best endeavours to secure suitable alternative transport for the HIRER. In any event, the COMPANY'S liability to the HIRER shall not exceed the cost of providing alternative transport to the HIRER'S agreed destination or the total fee paid by the HIRER for the booking, whichever is the lesser.

COMPLIANCE with STATUTORY PROVISIONS and EXCLUSIONS of LIABILITY

The HIRER shall at all times comply with all statutory and other requirements having the force of law whilst the HIRER'S party remains aboard the COMPANY'S vehicles and shall indemnify the

COMPANY from and against all cost, expenses, liabilities, injuries, losses, damages, claims, demands or legal costs and judgements which the COMPANY incurs or suffers as a consequence of any act or omission by the HIRER.

WAIVER

Failure by the COMPANY at any time to enforce these term and conditions shall not be construed as a waiver and shall not affect the validity of the terms and conditions or any part of them.

ENFORCEABILITY

In any provision of these terms and conditions shall become, or shall be declared by any court of jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way impair or affect any other provisions which shall remain in full force and effect.

VARIATION

These terms and conditions may only be varied from time to time with written agreement of the parties hereto.

NOTICES

Any demand, notice or other communication may be sent by post or delivered by hand to the COMPANY at:

38 Dacre Gardens, Upper Beeding, Steyning, West Sussex BN44 3TD ENGLAND.

In the case of the HIRER at the address given by the HIRER, or at such other address as may be notified by either party to the other from time to time in writing.

DEFINITIONS

"The COMPANY" means Neil Bird T/A Southern Transit, commonly known as Southern Transit, or Southern Transit Bus Company.

"The HIRER" is the person or body engaging the services of the COMPANY by signing the Booking Confirmation.

"The DRIVER, CONDUCTOR, CREW" refer to persons engaging in activates or services on behalf of the COMPANY.

JURISDICTION

These terms and conditions shall be construed in accordance with the laws of ENGLAND, and the ENGLISH courts shall have jurisdiction.

DATA PROTECTION

Any personal data collected in connection with our business will be held in accordance with the principles contained in the Data Protection Act 1998 and will not be shared with a third party, unless part of a criminal investigation.