



## Conditions of Carriage

### Introduction

NIBSbuses Limited ("the Company") welcomes all passengers onto its services. We operate under the name of "NIBSbuses" and various subsidiary brands for certain services. We hope that customers will enjoy their journeys on our services. Information about our services can be found at [www.nibsbuses.com](http://www.nibsbuses.com).

Passengers are carried in accordance with the following terms and conditions and applicable legislation.

### Comments and suggestions:

The Company always welcomes comments and suggestions from customers. Contact our Head Office at:

The Coach Station, Bruce Grove, Wickford, Essex, SS11 8BZ  
Telephone: 01268 767870  
E-mail: [info@nibsbuses.com](mailto:info@nibsbuses.com)

In the event of dissatisfaction following the manner in which a query was handled, you should contact the Managing Director, Bill Hiron, in writing or by e-mail at the address above. If the matter is still not resolved satisfactorily, it is possible to appeal to the Bus Appeals Body, an independent organisation including representatives of both operators and passengers. They can be contacted at: Bus Users England, Princes Exchange, Princes Square, Leeds, LS1 4HY. Tel: 0300 111 0001, e-mail [complaints@bususers.org](mailto:complaints@bususers.org) ; <http://www.bususers.org/>.

### Times and Operation of Bus Services

The Company makes every effort to ensure that its services operate in accordance with the times advertised. Any alterations to times, frequencies and routes considered necessary are usually only introduced after the appropriate period of notice has been given to the authorities and customers. Unfortunately, exceptional circumstances can mean that certain services must be temporarily or permanently withdrawn or altered without notice.

Sometimes, due to circumstances beyond the Company's control, it is not possible for services to run to the advertised timetable. Some services use heavily congested roads, and journeys will sometimes take longer than expected, and occasionally may need to be diverted. Due to this, the purchase of a ticket cannot be assumed to be an undertaking that buses will depart or arrive at the times or places stated, that connections will be maintained, or that seats will be available.

The Company will not be liable for any loss, damage or inconvenience arising from the suspension, cancellation or alteration of its services, nor for the failing of any vehicle operating any service to start or finish its journey at the advertised times nor for any delay (whether caused by breakdown, deviation from the advertised route or any other reasonable cause) in the operation of any service.

## Safety

Our highest priority is to ensure that all our customers are carried safely. To help us achieve this it is essential that you always follow any instructions given by drivers or inspectors, and observe safety notices in vehicles. In the interests of safety you may be required to leave a bus or bus station at any time.

For safety reasons customers are warned not to board or alight when the vehicle is in motion or held up in traffic or stationary at traffic lights. You should only board or alight when the vehicle has stopped at a recognised stopping place.

Customers with pushchairs, luggage or shopping are also asked to ensure that they do not obstruct the vehicle gangway. Wheelchair users should position their wheelchair in the designated area, facing to the rear of the bus and with the back of the wheelchair against the support provided, and ensure the brakes are on.

Standing customers and those who are boarding or awaiting to alight are requested to hold onto handrails.

## Conduct of Passengers

All passengers are carried subject to the provisions of the PSV (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990, as amended 1995. Those regulations say passengers must:

- Only enter or leave by the normal doors
- Produce their ticket or pass for inspection by the driver or inspector on request
- Pay the fare (or show a valid pass) to the driver immediately on boarding
- Surrender on request any ticket which has been defaced, altered or expired
- Not put at risk or cause discomfort to any person
- Not throw or trail anything from the bus (including out of the windows)
- Not smoke or light a match (our buses are all designated no smoking)
- Not sell anything or offer anything for sale, or distribute any paper or article
- Not speak to the driver except in an emergency or to ask for the bus to stop
- Not distract the driver or obstruct his vision without reasonable cause
- Not remain on the bus when asked to leave because the bus is full, the passenger is causing a nuisance or their condition is likely to cause offence
- Not play any musical instrument, radio, etc which annoys or is likely to annoy other passengers
- Not intentionally interfere with any equipment fitted to or in the vehicle.

Any passenger who breaks these Regulations shall give their name and address to the driver or inspector on request and may be removed from the bus by the driver, inspector or a police constable.

Any customer found causing damage or applying graffiti to the vehicle will be liable for prosecution.

## Smoking

Smoking is not permitted in any of our vehicles. This includes e-cigarettes.

## CCTV

CCTV may be in use on our vehicles. 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 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 applicable legislation.

## Fares and tickets

Passengers must pay their fare immediately on boarding the vehicle, stating their destination to the driver. It is not always possible for drivers to provide change for £20 notes; £50 notes, and cheques cannot be accepted on our bus services. Most credit and debit cards, Applepay and Googlepay are accepted for transactions up to £30. Passengers are reminded to examine their tickets and change on receipt, as errors cannot be corrected later.

Upon payment of a fare, the individual will be provided with a ticket for the journey. It must be produced upon request by an authorised person. If the passenger cannot produce the ticket, they will be required to pay again for the journey.

Once the customer has reached the end of their journey, which has been paid for, they should either leave the vehicle or pay an excess fare in order to continue travelling. It may be necessary to surrender the ticket.

If the individual fails to pay their fare by the end of the journey, it should be paid to an authorised person before leaving the vehicle, unless another arrangement has been made - for example, by way of an unpaid fare voucher.

Except in the case of transfer tickets, it is not allowed to break the journey if an ordinary single ticket is purchased. Return tickets are only valid on the calendar day of issue for one outward and one return journey between the same stops; it is not allowed to break the journey in either direction. The two legs of a journey on a return ticket can be by different services, provided that the fare is the same. If there is a requirement to transfer between services, the driver will issue the appropriate ticket where a connecting journey is available. From time to time, the Company may also offer for sale special tickets, and the conditions relating to these should be checked at the time of purchase. We reserve the right to withdraw any such tickets at any time.

Where Day/Week/4-Week/Month tickets are sold or accepted, please refer to separate publicity regarding the area(s) in which the tickets are valid and for details of any routes that may be excluded. Where the validity of a ticket is expressed as a “day” that means a calendar day, “week” that means 7 consecutive days including the day of issue; “4-Weekly” means 28 consecutive days including the day of issue, and “month” means one calendar month (for example, a monthly ticket issued on January 15 would expire on February 14; one issued on March 31 would expire on April 30), even if there are no applicable services running on one or more of the days for which the ticket is valid.

Passengers who do not have a valid ticket and are unable to pay their fare may be requested to leave the vehicle. Furthermore, any customer who does not make payment of the appropriate fare immediately on being requested to do so by the Driver or a Company official, shall give his/her name and address to such Driver or Company official on demand.

Some tickets are inter-available on services operated by other companies, as explained in local publicity. Where a passenger travels on a bus or coach operated by another company, using a ticket sold by NIBSbuses, the Conditions of Carriage of that company will be applicable to that journey.

## **Fares evasion**

No passenger shall use or attempt to use in relation to their journey which they are taking or attempting to take:

- Any ticket, pass, smartcard or permit which has been altered/copied or defaced;
- Any ticket, pass, smartcard or permit of any type which has been issued to another person unless such ticket etc is specifically marked as transferable;
- Any ticket, pass, smartcard or permit of any type which has expired; or
- Any ticket, pass, smartcard or permit of any type which has already been used/presented to the driver on that journey by another passengers.

## **Season and Other Pre-Purchased Tickets**

Where the Company sells season or similar tickets, the holders of such tickets do not have precedence over other passengers, and the Company cannot be held liable for the consequences arising from a lack of seats on any particular journey.

Holders of season tickets can only travel between the two points or zones stated, or between intermediate points on that route. For travel beyond the area of validity, the passenger must declare the journey and pay any additional fare to the driver upon boarding.

Season tickets are not transferable and may only be used by the person they are issued to and, if a photocard is required, are only valid when accompanied by a photocard bearing a true photographic likeness of the holder.

The sale of a season ticket is not a guarantee that the service(s) it is valid on will continue to operate for the whole period of validity of the ticket. If the service(s) are withdrawn or substantially altered during the period of validity of a season ticket, the Company will make a pro-rata refund of the unexpired portion of the ticket but will not have any further or continuing obligation to the ticket holder.

Scholars' term tickets are valid for one return journey per day during the school term, between the specific points stated. A valid photocard must also be produced at the time of boarding. If this is not done, the full fare must be paid, and this will not be refunded. For tickets sold via the Consortium of Selective Schools in Essex (CSSE), specific conditions apply as set out in a separate Code of Conduct, a [copy](#) of which is available on request from CSSE or ourselves. Where season tickets/passes are issued by local education authorities, specific conditions will apply as determined by the issuing authority.

If a season ticket is lost, the Company should be notified immediately. While there is no automatic right to a duplicate ticket, one may be issued at the Company's discretion. In any case, this will only be done once during the validity of a ticket, and an administration fee will be charged. If the lost ticket is a scholars' season paid for by a local education authority, that local education authority may need to give the company permission to replace the ticket. Under no circumstances will a duplicate be issued for a ticket valid for 7 days duration or less.

If a ticket becomes illegible or defaced, it must be returned to us, upon receipt of which a duplicate may be issued and an administration fee charged. If once a duplicate has been issued, the original is found, it must be returned to the Company immediately. Where season tickets are issued in the form of electronic smartcards, lost/stolen/expired cards may be "hotlisted" on our ticket machines and must be surrendered to the driver on request. A paper receipt will be issued. Damaged smartcards which cannot be scanned must be returned for reissue and a fee may apply; if not replaced promptly, we may cease to accept them.

## **Refunds**

If the individual no longer requires their season ticket, they may, under certain circumstances be able to gain a refund on the unused part of the ticket. Each application for a refund will be considered separately, and the Company reserves the right to refuse a refund on any ticket.

The Company will not make refunds against days when it can be foreseen that there will be no service (e.g. Christmas Day), or for days on which we have advertised a suspension of service. In the event of our services being unable to operate temporarily due to adverse weather, we regret that refunds will not be made on season tickets. If services are suspended for other reasons, any refund or extension to the validity of a ticket will be at the Company's discretion.

## **“Smartcards”**

If you are travelling using a smartcard (such as a concessionary fare pass or a scholars season ticket), you must place the card on the ticket machine reader and wait for it to be read electronically. Damaged cards must be replaced as soon as possible, in accordance with any rules applicable to specific card types and issuers. If the card has been “hot listed” by the issuer, the driver may withdraw the card and issue a ticket machine receipt for it.

## **Concessionary fare passes**

Passengers are carried subject to the rules of the relevant scheme, as determined by National and Local Government. Those rules specify the times and area of validity of the relevant pass. Passengers with such passes who are entitled to travel without payment must scan their pass on the reader on the ticket machine on the bus, or show the pass to the driver if it cannot be read electronically by the ticket machine. No paper ticket will be issued. The pass can only be used by the person to whom it was issued. If the card is damaged and cannot be read by the ticket machine, you should arrange a replacement in accordance with the issuing authority's rules.

## **Young persons' fares**

Children aged under 5 travel free on our buses when accompanied by a fare-paying passenger (no more than 2 free children per paying passenger). We offer discounted fares to children aged 5 to 15 years inclusive, the exact discount varies from route to route. On certain services, or as a promotional offer, this may be extended to 19 years, and this will be advised in relevant publicity.

On certain routes or in certain areas, a discount is also available to 16-19 year olds. On some Monday to Friday peak time services we offer a standard fare which applies to both adults and 5-18 year olds.

Our drivers may ask you to produce a proof of age card, especially if you look older than 15. We accept valid proof of age cards issued by Local Authorities, other bus operators, Citizencard, etc, provided they have a photograph and an expiry date or other indication of your age. Essex County Council "Bitecards" can be used as proof of age for ages 11-13 and 14/15 but the 16+ card does not entitle the holder to any discounts on our services.

## **Discount schemes**

From time to time we may offer special discounts on specific services, details will be published separately in publicity about those services. These offers may only be available for a limited time or to specific groups of passengers and may be withdrawn at any time.

## **Services under contract to Local Authorities**

Some of our services are procured by and operated on behalf of Local Authorities, principally Essex County Council and Thurrock Council. In such cases the authority will set its own policy on discounted fares, age limits for child fares, etc and these may be different to our standard conditions as set out above. Our publicity will identify services operated for Local Authorities and more information about their conditions can be obtained by contacting the relevant authority.

## **Luggage**

Passengers' accompanied personal hand luggage is carried free of charge and is accepted at the owner's risk and we will not be responsible for any loss or damage to any luggage so accepted, unless caused by our negligence.

We reserve the right to refuse to carry any unsuitable, dangerous or awkward/large items or an excessive amount of personal hand luggage. Luggage must not be placed where it blocks the gangway or emergency exits or where it might cause a danger to passengers. We regret that we are unable to carry fixed frame bicycles; folding bicycles will be carried subject to sufficient space being available and the bicycle being covered.

## **Lost property**

Customers are asked to take care to ensure that they do not leave any personal items on any vehicle. If anything is found on a service, it should be handed in to the driver, or failing that to a Company office as soon as possible. Drivers search their vehicles for lost property, and anything found is handed in to the local office. If something has only just been lost, it may be possible to claim it back from the driver if they are satisfied that the person concerned is the rightful owner. If this is the case, the driver must be provided with a name and address, and this information will be passed on to the Company.

If lost property is handed in, the Company is entitled to open any bags or packages in order to find out who the owner is, or how much the item is worth. If the owner can be traced, they will be informed that their property has been found.

Unclaimed items will be kept for one month, unless they are of a perishable nature, when they may be disposed of within 48 hours. The Company reserves the right to make a charge for the return of lost property. Lost property will be kept in safe custody until it is either claimed or disposed of, although no responsibility or liability can be accepted for any item or animal left on any vehicle.

## **Wheelchairs and buggies**

We want to make travel on our bus services easier for everyone, and especially for people with special needs, including customers with disabilities and those with young children or pushchairs.

Easy access buses operate on our scheduled local bus services, in accordance with the PSV Accessibility Regulations. Some contact services not available to the general public may however be operated by step entrance buses or coaches. Easy access buses have a low entrance step which enables pushchairs to be wheeled straight on without being folded down (subject to available space) and there is also space allocated on most easy access vehicles for one wheelchair.

The wheelchair space is suitable for a "standard reference wheelchair" which has a maximum width of 700mm and a length of 1200mm (as set out in legislation). Electric wheelchairs will be

treated the same as other wheelchairs, but there are some types of wheelchair which are not safe for carriage on our vehicles, such as mobility scooters. If in doubt, please contact our office for advice.

Wheelchair customers are requested to apply the restraint system on the wheelchair and to ensure they are safely positioned in the designated area, facing backwards and with the back of the wheelchair against the support provided.

Wheelchair capacity is limited to the number legally authorized on each bus; in most cases this is one wheelchair per accessible bus. If the wheelchair space is already occupied by a wheelchair user then unfortunately it will not be possible to allow a further wheelchair customer to board.

One or more open pushchairs are permitted on easy access vehicles, dependent on vehicle type, providing they do not obstruct the gangway. Pushchairs must be of reasonable size, capable of being folded if necessary and are carried at the discretion of the driver. Where a wheelchair customer wishes to board, a customer with a pushchair may be asked to fold it and to vacate the designated wheelchair area, in order to accommodate the wheelchair.

Passengers with wheelchairs and pushchairs should be capable of boarding without the assistance of the driver. Accessible buses are fitted with a ramp to improve access and it is the driver's duty to deploy this where it is safe to do so. There will be some stops where this will not be safe and the driver may have to stop further along the road. Similarly, there will be some stops where a wheelchair customer may not be able to board due to inconsiderate parking or the road layout. Easy access buses also have a kneeling system and if a customer wishes to use it our driver will lower the step, where it is safe to do so.

If you would like information about which services are normally operated by easy access buses, please contact our office who can help you plan your journey.

## Dogs and other animals

Assistance dogs for disabled customers, guide dogs, and hearing dogs are permitted to travel on Company vehicles at no charge.

Other dogs or inoffensive animals can be brought onto the vehicle only if permitted by the driver, who has complete discretion in this matter. Reasons why animals will not be carried include if the animal appears dangerous or likely to upset either other customers or animals already on the vehicle. No animal should sit or be placed on vehicle seats. It is the responsibility of the customer bringing an animal onto a Company vehicle to ensure it is being kept under proper control at all times on a lead or in a suitable container, and does not cause a nuisance to the driver or other customers.

The Company does not accept any liability howsoever caused for the loss, death or injury to animals whilst being conveyed, unless caused through negligence by the Company or its staff.

## Food, drink and litter

Customers should not consume any food or drink on the vehicle and should dispose of any chewing gum outside of the vehicle. Customers are requested to discard all litter in the bins or remove it from the vehicle.

## Legal

These Conditions of Carriage, which may be amended from time to time by us without notice, commenced in August 2019 and replace all previous versions published by us. They are made for the benefit of the parties to them and are not intended to benefit, or be enforceable by, anyone else. 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 will be subject to English law, and the English courts will have jurisdiction in respect of any dispute arising from them.

|                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------|
| NIBSbuses Ltd: Registered Office: Monometer House, Rectory Grove, Leigh on Sea SS9 2HN<br>Registered Company No. 1351098 |
|--------------------------------------------------------------------------------------------------------------------------|