

Arriva UK Bus Conditions of Carriage (last updated February 2019)

1. Introduction

- 1.1. When you buy any type of ticket for travel on a local service or brand provided by Arriva's UK Bus operating businesses, you enter into a contract with us. The Conditions of Carriage described in this document (the "Conditions") reflect both our and your legal obligations under that contract.
- 1.2. These Conditions do not apply to services provided for and on behalf of Transport for London. They also do not apply to any ticket bought from us that enables you to travel on services provided by another operator in which case you are subject to the conditions of that operator whilst travelling on their services.
- 1.3. These Conditions are governed by the laws of England and Wales as applicable. Any Condition subsequently found by a court or competent authority to be invalid does not affect the validity of the others. None of our employees are permitted to vary the Conditions in any way.
- 1.4. The terms of these Conditions do not undermine or affect any other legal rights you may have under statute (including but not limited to the Consumer Rights Act 2015).

2. Statement of liability

- 2.1. We value your custom and are committed to providing you with a high quality and reliable service as described in our [customer promise](#). However, events outside our normal control may cause us to alter some or all of the service as necessary. We do our best to overcome delays and to keep you informed but cannot be held liable for any loss, damage, costs or injury that you may suffer as a result. We do not guarantee the availability of a seat on any of our services regardless of your ticket type or that you will be able to board if the vehicle is full.
- 2.2. We are liable to you for any type of injury caused by our negligence. You are liable to us and/or other passengers for any injury, damage or loss caused by you or by any items that you bring on board with you including animals.
- 2.3. Subject to condition 2.4 below, in the event that any of your personal property is lost or damaged, we will be liable to you for your direct losses in such circumstances but only to the extent the loss or damage is a direct result of our negligence (or that of our employees or agents).
- 2.4. Our liability to you for lost or damaged personal property arising as a result of our negligence under condition 2.3 above, is limited in aggregate to £500 (five hundred pounds). We strongly advise you to take our travel insurance to cover you for loss or damage to your personal property whilst travelling and not to carry valuable items on our services wherever possible and, if you do, to keep them on your person at all times.

3. Fares and ticketing

- 3.1. On boarding the vehicle, you must either pay the correct single or return fare for the journey you intend to take; or show the driver a valid printed or electronic ticket, pass, permit, smartcard or other form of authority for that journey. The driver can advise on the best ticket to suit you. Full details of our ticket range, how and where to buy them and any terms and conditions that apply to specific types of ticket or travel product are available on the arrivabus.co.uk website for:

[Single, Return and Saver \(Day, Weekly, 4-Weekly, Annual, Family or Student\) tickets](#)

[The Arriva Connect smartcard*](#)

Other smartcard schemes that Arriva takes part in have their own terms and conditions The [Arriva m-ticket app](#)

- 3.2. Please refer to our terms and conditions of sale for information regarding the legally binding terms and conditions which apply to your purchase of goods and/or services from us, available at www.arrivabus.co.uk/terms-and-conditions
- 3.3. You must safely retain your ticket, pass, permit, smartcard or other authority to travel for the duration of your journey and present it on request to an Inspector or any other Arriva official. If you fail to do so or present any form of ticket that is out of date or has been altered, defaced or damaged in any way, you will be liable to pay the full fare for the journey you are making.
- 3.4. Depending on the circumstances, we also reserve the right to charge you a non-refundable penalty fare or to prosecute you. At the completion of your journey, you must leave the vehicle or pay another fare to remain on it.
- 3.5. Cash fares on the bus are calculated in accordance with a table showing fare stages at named stopping places along the line of route. If you get on or off the vehicle at any stop other than a fare stage, you will be charged from the preceding stage from where you board and / or to the next stage after where you get off. If zonal fares apply, you will be charged according to the number of zones you travel through.
- 3.6. You must ensure that any ticket purchased on the bus is issued to you directly from the ticket machine and shows the correct fare you have paid for the journey you are making. You should also check your change and point out any error to the driver immediately as we cannot correct mistakes later. If the driver has insufficient change, you may be offered a change voucher for redemption on your next journey. We will not redeem change vouchers that have been defaced or altered in any way.
- 3.7. Unless our publicity specifically permits it, you may not break your journey when travelling on a cash ticket; or transfer any type of ticket to someone other than the person they are issued to. Multi- journey tickets cannot be used by more than one person during the same journey.
- 3.8. We reserve the right to refuse any person boarding or travel on our services if we have reasonable cause to suspect fraudulent or unlawful conduct is or will occur.

Child fares

3.9. Children under five years of age may travel at no charge provided they are accompanied by a fare-paying passenger and do not occupy a seat. A limit of two children under five per passenger applies in some areas.

3.10. Children over five years of age may travel at a reduced rate in some areas where our publicity specifically permits this.

Vulnerable customers

3.11. Any child or adult unable to pay the fare on boarding and who would in the driver's opinion be left at risk will be carried at all times subject to providing their name and address to enable the fare due to be collected at a later date.

4. Your conduct

4.1. It helps us to provide a pleasant travel environment if customers are respectful of other passengers, our staff and facilities. Otherwise you may be refused travel or asked to leave the vehicle or our premises. In particular, you must **not**:

- Smoke at any time – this includes cigarettes, e-cigarettes, cigars, pipes and means of lighting them.
- Behave in any way which causes offence to other passengers or our staff – this includes verbal or physical abuse; being under the influence of alcohol, drugs or solvents; wearing soiled or dirty clothing; putting your feet on seats; consuming and playing personal or other music systems too loudly.
- Bring or consume any item of food, drink or other substance or materials on the vehicle in a way that causes offence or a hazard.
- Distribute, offer for sale or solicit for any items without our prior permission – this includes collecting for charity.
- Deliberately interfere with, misuse or damage any equipment or fittings on the vehicle.
- Take part in any criminal or legally prohibited activity.

5. Your safety and comfort

5.1. We want all our customers to be safe during their journey. For this reason, you should observe any instructions given to you by our staff in relation to the operation of the vehicle and its overall capacity. In particular, you must **not**:

- Board or alight from the vehicle at any place other than a recognised stopping point or, where there are no fixed stops, at a safe location at the driver's discretion
- Speak to, distract or impede the driver in any way whilst the vehicle is in motion except in the event of an emergency.
- Stand forward of the cab area, upstairs or on the stairs of a double-deck vehicle or as prohibited on any other type of vehicle.
- Obstruct the doorways, exits or any other part of the vehicle so as to inconvenience other passengers or restrict their ability to leave the vehicle in an emergency – this also applies to your belongings.
- Wear or use rollerblades, skates or other unsuitable forms of footwear whilst on the vehicle.

- Leave unattended any small children or babies in pushchairs whilst on the vehicle.

Please advise our staff as soon as possible if:

- You sustain any injury whilst on the vehicle or if you feel unwell during your journey – they will arrange for medical assistance if necessary.
- You see any suspicious items or behaviour – but take care not to endanger yourself.

6. Carriage of wheelchairs, pushchairs and mobility scooters

- 6.1. Wheelchair users have priority over designated wheelchair spaces on our buses by law. Our drivers and staff will take all reasonable steps to ask non-wheelchair users to vacate designated wheelchair spaces where it is reasonable and possible to do so to allow a wheelchair user access to the space. Unfortunately, due to capacity restraints on our busier services, we are unable to guarantee that a wheelchair space will be available on every service as it may already be occupied by a wheelchair user.
- 6.2. Drivers will assist wheelchair and disabled users to board our services in accordance with their legal obligations.
- 6.3. The low floor area on our vehicles generally have a shared bay for the carriage of either one wheelchair or scooter or up to two unfolded pushchairs. Some buses have a separate pushchair bay. We accept unfolded pushchairs on buses that have a shared bay only if it is not already occupied by a wheelchair user or mobility scooter. If a wheelchair or scooter user wishes to board, you are required to fold your pushchair and stow it in the luggage facilities on the vehicle. A wheelchair or mobility scooter cannot be accepted if the vehicle is full.
- 6.4. The shared bay can accommodate a manual or electric wheelchair up to the standard reference dimensions of 120cm long by 70cm wide or, subject to the design of the low floor area on certain bus types, a 3- or 4-wheeled Class 2 mobility scooter up to 100cm long and 60cm wide with a turning circle of 120cm. We participate in the *CPT Code for the use and acceptance of Mobility Scooters on low floor Buses*. [More advice on the Code and how to obtain a scooter permit is available.](#)

7. Luggage

- 7.1. Small items of luggage or other personal belongings are carried at the driver's discretion and the owner's risk. You are responsible for the safe stowage and handling of all items during your journey. Larger or bulky items that cannot be safely stowed at your seat or by using the luggage facilities on the vehicle are not permitted. We do not operate any left luggage facilities on our premises.
- 7.2. Please refer to conditions 2.3 and 2.4 which sets out our liability to you with regard to lost or damaged luggage.

Bicycles

- 7.3. Folded bicycles should ideally be carried in a suitable carrying bag or holdall to reduce the risk of injury or damage to other passengers and their property. Unfolded bicycles are not carried in any circumstances.

Restricted items

7.4. We do not accept explosive, hazardous or combustible materials or items likely to present a danger to other passengers, our staff or the vehicle. Liquids, including hot drinks and paint, must be carried in correct and sealed containers and kept stable at all times.

8. Lost property

8.1. Please hand any item of lost property that you find on our vehicles or premises to the driver or other member of our staff. We will do all we reasonably can to locate the owner and return it to them.

8.2. We hold lost property for one month apart from items that are either perishable or become objectionable and need to be disposed of sooner.

8.3. [Lost property can be claimed through Customer Services](#). You will need to give a full description of the item and details of the journey that you lost it on. Any item that we hold can be collected from a local Arriva depot. A small fee may apply and you may also be asked to show a form of identification to claim high value items.

8.4. Please refer to conditions 2.3 and 2.4 which sets out our liability to you with regard to lost or damaged luggage.

9. Dogs and other animals

9.1. We welcome all types of assistance dog free of charge when accompanying either a registered disabled person or a trainer who can show an appropriate means of identification. Other dogs are accepted at the discretion of the driver. All dogs must be on a harness or lead and, if necessary, muzzled in accordance with the Dangerous Dogs Act. We reserve the right to ask you to leave the vehicle at any time if you permit your dog to behave unacceptably.

9.2. Small animals that will not be a danger or nuisance to other passengers are allowed on the vehicle provided they are fully under your control by being boxed, caged or on a lead. Animals must not travel on seats. All animals are carried at the owner's risk.

10. CCTV and Data Protection

10.1. CCTV is used on our vehicles and premises to record images and, in some cases, sound for security and crime prevention purposes. This data may be passed to the police and prosecuting authorities to provide evidence in legal proceedings. Our CCTV equipment and systems are operated in full accordance with the General Data Protection Regulation and the Data Protection Act 2018. Please refer to our Privacy Policy available at www.arrivabus.co.uk/privacy for more information on when and how we use your personal data.

11. Contacting us

We want to make it easy for you to get in touch with us. Our Customer Services hotline **0344 800 44 11** is open between 8:00am and 6:00pm Monday to Friday.

Alternatively, visit our website to:

[Send us a message about our performance or to make a general enquiry](#)

[Speak to an advisor from your desktop, mobile or tablet device](#)

[Use our automated Frequently Asked Questions facility](#)

[Find out about service updates and other information through Facebook, Twitter and YouTube](#)

Or you can write to us at:

Arriva Customer Services, FREEPOST ANG7624, Luton, Bedfordshire, LU4 8BR (outside London)

Arriva Customer Services, FREEPOST ND6721, London, N22 4BR (London only)

If you aren't satisfied with our response for any reason, please tell us why or, if you prefer, contact Bus Users England, Terminal House, Shepperton, TW17 8AS or Bus Users Cymru, PO Box 1045, Cardiff, CF11 1JE. Tel: 0300 111 0001. Email: enquiries@bususers.org. Website: www.bususers.org.

Bus Users is officially registered as an approved Alternative Dispute Resolution (ADR) Body for bus and coach passengers.

Unresolved complaints can be referred to the Bus Appeals Body using the contact details given for Bus Users above. Alternatively, you can visit their website: www.busappealsbody.co.uk