

Arriva UK Bus

Online Terms and Conditions of Sale for Bus Tickets and M-Tickets

1 These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we and other companies within the Arriva group of companies supply products to you, whether these are services or digital content (such as m-tickets) via Arriva m-ticket mobile application. In addition to the terms and conditions set out below, the product you purchase is also subject to any other terms brought to your attention on during the order process (for example any geographical, time, or age restrictions or any other eligibility criteria associated with a particular type of ticket or pass).
- 1.2 Your use of our buses is strictly subject to the Arriva Conditions of Carriage available online at www.arrivabus.co.uk/about-us/conditions-of-carriage/ or on request from one of our ticket offices.
- 1.3 In purchasing a ticket or pass from us through the m-ticket application you agree to comply with these terms and conditions of sale, the Arriva Conditions of Carriage and any restrictions or other terms brought to your attention during the order process.
- 1.4 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2 Information about us and how to contact us

- 2.1 **Who we are.**
- 2.2 We are Arriva Passenger Services Limited and our company registration number is 00821054. Our registered office is at 1 Admiral Way Doxford, International Business Park, Sunderland, Tyne & Wear, SR3 3XP. Our registered VAT number is 541 8320 62.
- 2.3 In selling products, services or digital content to you under these terms, we act as an agent on behalf of the relevant Arriva group companies who operates the bus service(s) in question to which the ticket relates. This means that the contract is

arranged by Arriva Passenger Services Limited as an agent but legally speaking the contract for the purchase of the relevant goods, services or digital content is between you and the relevant Arriva group company providing the same. We act on behalf of the following Arriva group companies:

- 2.3.1 Arriva North West Limited;
- 2.3.2 Arriva Northumbria Limited;
- 2.3.3 Arriva Yorkshire Limited;
- 2.3.4 Arriva Kent and Surrey Limited;
- 2.3.5 Arriva Midlands Limited;
- 2.3.6 Arriva The Shires Limited; and

any other Arriva group companies who may operate bus passenger services from time to time and reference to “us” or “our” in these terms shall be a reference to the relevant Arriva group company with whom you have contracted.

- 2.4 **How to contact us.** You can contact us by telephoning our customer service team at 0344 800 4411, by email to m-ticket@arriva.co.uk or writing to us at Arriva Customer Services, FREEPOST ANG7624, Luton, Bedfordshire, LU4 8BR.
- 2.5 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.6 **“Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.

3 The contract

- 3.1 **How we will accept your order.** Our acceptance of your order will take place on the earlier of the point at which we email you to accept it or your order is confirmed following the processing of your payment via the m-ticket mobile application, at which point a contract will come into existence between you and the relevant Arriva group company providing the products, services or digital content in question.

3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the products ordered. This might be because the product is no longer available, because of unexpected limits on our resources which we could not reasonably plan for or because your payment could not be processed, because we have identified an error in the price or description of the product or because we are unable to meet the delivery deadline or provide delivery by your chosen means.

3.3 **We only sell to the UK.** Our m-ticket mobile application is solely for the promotion of our products in the UK. Unfortunately, we do not deliver to addresses outside the UK.

4 Our products

4.1 **Making sure your information is correct.** If you are asked to provide information as part of the ordering process for your product (for example your name, place of study or other information which may appear on the product) you are responsible for ensuring that this information is correct. If you have any queries, please contact us before submitting the information.

5 Our rights to make changes

5.1 **Minor changes to the products.** We may change the product:

5.1.1 to reflect changes in relevant laws and regulatory requirements, for example changes in privacy laws or data protection obligations; and

5.1.2 to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product

5.2 **More significant changes to the products and these terms.** In addition, we may make the following changes to the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any services paid for but not received:

5.2.1 any decision by the Traffic Commissioner or other relevant authority which causes the bus route you use which is covered by the product to be no longer served by us; and

5.3 **Updates to digital content.** We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

6 **Providing the products**

6.1 **Delivery costs.** The costs of delivery will be as displayed to you on the m-ticket mobile application.

6.2 **When we will provide the products.** During the order process we will let you know when and how we will provide the products to you.

6.3 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

6.4 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot or ticket office.

6.5 **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot or ticket office we will contact you for further instructions and may charge you for any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 9.2 will apply.

6.6 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, your name, address, student number and place of study (if a student) or age (concessionary passes or scholar tickets). If so, this will have been stated in the description of the products on the m-ticket mobile application and you will have been asked to provide that information during the online order process. If you give us incomplete or incorrect information, we may either end the contract (and clause 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for

any extra work that is required as a result. We will not be responsible for supplying the products late, with incorrect information on them or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

6.7 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

6.7.1 deal with technical problems or make minor technical changes;

6.7.2 update the product to reflect changes in relevant laws and regulatory requirements;

6.7.3 make changes to the product as requested by you or notified by us to you (see clause 5).

6.8 Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 20% of the total period of time covered by the ticket in question and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7 Your rights to end the contract

7.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

7.1.1 **If what you have bought is faulty or mis-described you may have a legal right to end the contract** (or to get the product replaced or to get some or all of your money back), **see clause 10**; or

7.1.2 **If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2.**

7.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end

immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- 7.2.1 we have told you about an upcoming change to the product or these terms which you do not agree to (see *clause 5.2*);
- 7.2.2 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- 7.2.3 there is a risk that supply of the products may be significantly delayed because of events outside our control;
- 7.2.4 we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than two (2) weeks; or
- 7.2.5 you have a legal right to end the contract because of something we have done wrong.

7.3 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of bus tickets, passes or m-tickets once ordered via our m-ticket mobile application.

8 How to end the contract with us

8.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

8.1.1 **Phone or email.** Call customer services on 0344 800 4411 or email us at m-ticket@arriva.co.uk . Please provide your name, home address, details of the order and, where available, your phone number and email address.

8.1.2 **By post.** Write to us at Arriva Customer Services, FREEPOST ANG7624, Luton, Bedfordshire, LU4 8BR, including details of what you bought, when you ordered or received it and your name and address.

8.2 **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must return the paper tickets or pass in person to where you bought them, post them back to us at Arriva Customer Services, FREEPOST ANG7624, Luton, Bedfordshire, LU4 8BR or (if they are not suitable for posting) allow

us to collect them from you. Please call customer services on 0344 800 4411 or email us at m-ticket@arriva.co.uk for a return label or to arrange collection.

8.3 When we will pay the costs of return. We will pay the costs of return:

8.3.1 if the products are faulty or mis-described; or

8.3.2 if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances you must pay the costs of return.

8.4 What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery.

8.5 How we will refund you. We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

8.6 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

8.6.1 If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.

8.6.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

9 Our rights to end the contract

9.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- 9.1.1 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;
- 9.1.2 you are found to have allowed another individual to use your pass or ticket;
- 9.1.3 you are found to have applied for a pass or ticket which you are not eligible to receive or use; or
- 9.1.4 you are found to have breached Arriva's Conditions of Carriage (available at www.arrivabus.co.uk/about-us/conditions-of-carriage/).

9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

9.3 **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know at least four (4) weeks in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

10 **If there is a problem with the product**

10.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 0344 800 4411, by email to m-ticket@arriva.co.uk or writing to us at Arriva Customer Services, FREEPOST ANG7624, Luton, Bedfordshire, LU4 8BR. Alternatively, please speak to one of our staff at an Arriva ticket or travel office.

10.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

11 **Price and payment**

11.1 **Where to find the price for the product.** The price of the product (which includes VAT (if applicable)) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product

advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the product you order.

- 11.2 **We will pass on changes in the rate of VAT.** If VAT applies to the product you purchased, and the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 11.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any passes or tickets provided to you.
- 11.4 **When you must pay and how you must pay.** We accept payment with MasterCard or Visa debit/credit cards, and also via PayPal. You must pay for the products at the same time as ordering them via the m-ticket mobile application.

12 **Our responsibility for loss or damage suffered by you**

- 12.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 12.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation or for breach of your legal rights in relation to the products.
- 12.3 **When we are liable for damage to your property.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which

you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

- 12.4 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13 How we may use your personal information

- 13.1 **How we will use your personal information.** We will use the personal information you provide to us to supply the products to you and for other purposes set out in our Privacy Policy which you should review by clicking here www.arrivabus.co.uk/privacy/. By ordering products from us you agree to be bound by our Privacy Policy.

14 Other important terms

- 14.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 14.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 14.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its term.
- 14.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us

taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

14.6 Which laws apply to this contract and where you may bring legal proceedings.

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

14.7 Alternative dispute resolution. Alternative dispute resolution is a process where an

independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform, which can be accessed by clicking [HERE](#).