

Safeguard Coaches Limited

Safeguard House, Clay Lane, Jacobs Well, Guildford, Surrey, GU4 7NZ

Conditions of Carriage

Updated August 2021

These Conditions of Carriage apply to all bus services run by Safeguard Coaches Limited. This document lists the conditions under which we, the operator, will carry you whilst delivering the service and also the conditions as you, the customer, and applies to anybody who travels with us.

The Conditions describe your legal rights and obligations and form the basis of our legal contract with you, but they do not affect the Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990 SI 1020, as amended by SI 1995/186 and subsequent legislation, which control the conduct of Company staff and passengers on buses & coaches.

Our conditions may vary for services we operate on behalf of other operations.

These regulations may be altered from time to time without notice. The edition which is in force when a passenger purchases a ticket is the edition which applies to that agreement.

1. GENERAL CONDITIONS OF SERVICES

At Safeguard, we aim to provide a safe and reliable service at the times advertised in our timetables. A bus service is not an individually tailored transport service. Accordingly, while we make every reasonable commercial effort to run our bus services to their advertised routes, frequencies, times and fares, sometimes this is not possible. We therefore reserve the right, should it be necessary, to temporarily or permanently alter the route, frequency, times, fares and cancel a service, without prior notice. This could be due to a variety of factors outside of our control including (but not exclusive) road works, traffic congestion, major events and adverse weather conditions.

The Company does not guarantee that any service will operate, connect with any other bus or rail service, or that accommodation will be available onboard any particular journey as any advertising material or notice indicates.

The Company will not be liable for any loss, damage, injury or inconvenience which may be sustained by any person through the alteration of departure times, or through suspension, withdrawal, cancellation or deviation of any vehicle or service, or through the lack of accommodation, detention, delay, early running or want of punctuality or through the display of any incorrect or misleading destination information.

2. SAFETY AND CONDUCT OF PASSENGERS

Your safety is our first concern. Passengers must not lean out of or throw or stick anything out of bus windows, or board or alight from a vehicle except at a recognised stopping place, indicated by an official roadside Bus Stop, sign, or where specifically authorised by a Company representative. Passengers must not board or alight whilst a bus is moving, or whilst it is held-up in traffic, or by police, or traffic signs, signals or directions, or whilst at road junctions or roundabouts. Passengers must not attempt to board a bus or coach when the doors are closed. Passengers are advised to remain in their seats until the bus comes to a complete halt at their required bus stop.

Passengers must not smoke, including the use of e-cigarettes, eat food or drink items that will make the journey unpleasant for other customers, consume alcohol, wear soiled work clothes or take part in illegal activity on the vehicle.

Passengers must not threaten or cause offense to the driver, company representative or other passengers, not play loud music or any other music device that disturbs other passengers, and not obstruct gangways, doors or emergency exits.

Do not speak to or distract the driver or obstruct their vision whilst the bus is moving, except in an emergency. Also do not interfere with any equipment fitted to the vehicle deliberately damage any part of the vehicle and not leave litter or property on the vehicle. Do not deface or destroy your ticket.

Passengers must follow reasonable instruction given by the driver or company representative, comply with any notices and legal signage within the vehicle. Also have regard and be courteous to people with disabilities, the elderly and children.

Drivers reserve the right to refuse travel to people if they appear likely to behave in an antisocial, offensive or dangerous manner.

The Company can accept no liability in respect of injuries sustained by passengers unless such injury is caused by the negligence of either (1) the Company or (2) its employees (when acting in the course of their employment).

3. STANDING PASSENGERS

The number of standing passengers permitted on each type of vehicle is clearly displayed inside each vehicle. Standing passengers must not stand in the front door-well area or near any emergency exit. Standing passengers **MUST** hold onto a hand pole &/or seat back at all times whilst standing onboard. Standing passengers are advised to occupy a seat as soon as one becomes available.

We strive to provide every reasonable assistance to disabled passengers. Please contact us if you have any specific requests you wish us to consider.

4. FARES & TICKETS

If you board a vehicle you must either pay the fare for the journey intended to be taken or show the driver a valid prepaid ticket, mobile ticket, pass or other form of valid travel authority. Full fare information is held by the driver and may be inspected upon request.

Tickets are not transferrable from one person to another person. Payments by cheque, £50 notes and foreign currency are not permitted. Tickets must be checked on issue and any errors brought to the drivers attention. The ticket must be retained throughout the journey and be made available for inspection by a company official if requested.

Single fares - valid for a one way journey between two points on the same vehicle on one route only, a journey cannot be broken using the same ticket.

Day Return fares - all return fares issued on bus services are valid for one outward and one return journey only.

Day tickets are valid until midnight of the day of issue.

One week tickets are valid until midnight of the 7th day of use. The date of purchase constitutes the first of the seven days of validity. The date of expiry is printed on the ticket.

The issue of a ticket should not be regarded as giving rise to any offer, contract or undertaking that any vehicle of the Company shall run at any time or at all, or that there shall be accommodation on any vehicle. Return tickets are not valid for two journeys in the same direction.

Passengers are requested to ensure that upon payment of any fare that they obtain a new valid ticket issued in their presence as valid for the section over which they are entitled to travel. Passengers must check their ticket is correct for their journey and check any change given at the time of purchase. Errors cannot be rectified after the issuing date.

Passengers boarding a vehicle between fare stages will be charged from the previous fare stage. Passengers alighting between fare stages will be charged to the next fare stage. Fares charged shall be in accordance with the Companies prices and as stored on the on-bus ticket machine. Ticket prices are available for passengers to check at the Company offices and also on the Company website.

Tickets must be retained during the whole journey and shown to a Company official upon request, or the appropriate single fare paid. Return tickets must be given to the driver for cancelling, and then retained by the passenger. Day tickets, 7 day and 28 day tickets must be shown to the driver for validation. The Company will not accept defaced or mutilated tickets, neither will any application for a refund be considered for damaged or for lost, stolen & destroyed tickets. A person buying a ticket is deemed to be buying for him or herself unless this is otherwise made clear at the time of booking, in which case that person is deemed to be acting as agent for the other person specified. A person buying tickets for one or more accompanying people is deemed to be acting as agent for the person buying the ticket. In each case, these regulations apply to such sale.

All tickets remain the property of the Company & can be withdrawn at any time, and the passenger agrees to keep them safe. Every passenger must be in possession of a valid ticket for the journey being made, or about to be made. Passengers must be able to produce their ticket on demand by any Company employee (or other person so authorised for inspection). Any person who fails to produce a valid ticket for the journey may be asked to leave the vehicle or pay the maximum single fare on the route being travelled.

Lost tickets

We will not be obliged to replace your ticket if it is lost, mislaid or stolen. A new ticket needs to be purchased to enable travel.

Spoiled or tampered tickets

If your ticket is spoiled or tampered with, it will be invalidated, and if you travel with it, you will be considered to have travelled without a ticket. If your ticket is spoiled or tampered with before you travel, then we may replace your ticket if you ask for a replacement a reasonable time before you are to travel, and you provide us with proof of your purchase, your identity, and a reasonable explanation as to why your ticket was spoiled or tampered with. We may refuse to replace your ticket if it is reasonable to do so. We may charge a reasonable administration fee for replacing tickets.

Child Fares

The Company offers reduced rate fares for children (as defined herein), on a commercial basis as follows.

Where a person accompanies children travelling free, that person agrees that they are responsible for the conduct of those children and that they will ensure those children abide by these Regulations.

Under 5 Years Old:

Children under 5 years old allowed to travel FREE at all times when accompanied by a fare paying or a concessionary pass holding person.

5 to 16 Years:

Discounted fares apply, the exact nature of the discount is shown on the Company website and in publicity material.

17 to 24 Years:

Discounted fares apply, the exact nature of the discount is shown on the Company website and in publicity material.

Senior Citizen fares

Senior Citizens can qualify for free travel on bus routes where such concessionary fares schemes are available under contract to relevant Local Authorities. The Company has to abide by the relevant Conditions & Rules appertaining to the Concessionary Fares Scheme as laid down by the Local Authority, for details, please contact the relevant Local Authority. Senior citizens travelling in these circumstances are still entering into a contract with us under these Regulations and the Company agrees to carry them provided only that they agree to do so.

Disabled passengers

Low floor vehicles are operated on all of our services. All of our buses are wheelchair accessible and also have the capacity for disabled buggies and mobility scooters.

5. PASSENGERS' CHANGE

The Company asks passengers to have the correct money for their fare, or as near as possible to the correct money for their fare. However, the Company and its staff aim to have change available for passengers who are unable to offer the correct money for their fare. If the driver does not have sufficient change, then the driver will issue the passenger with the ticket and accept the cash proffered and issue the passenger with a receipt for the change which can be used to obtain a refund from Customer Services at the address printed on the receipt.

The cash value shown MUST be claimed within 28 days of the date shown, failing which we will donate it to charity.

6. REFUNDS

While we cannot accept any liability for any loss or damage resulting from our failure to provide an advertised service, we will in the interests of customer goodwill give consideration to a refund of any unused or partially used ticket.

Refunds are not offered on single tickets, day return tickets or Safeguard Saver unlimited travel tickets.

7. LUGGAGE

The Company may permit customers to carry luggage on vehicles where it is safe to do so, but that is not a service provided under our contract, but is available as a convenience to customers only. By carrying luggage, the Company does not take possession of it.

For reasons of safety, we have to restrict the amount and type of luggage we can accommodate on our buses. Luggage is only carried where space is available. Luggage must not be bulky or inconvenient, nor must it contain any hazardous substance that could endanger the safe passage of the vehicle or the safety of staff or passengers.

The customer retains the risk of loss of, or damage to the luggage at all times. The Company will not accept responsibility for any loss or damage however caused. The Company reserves the right to refuse to carry any article of a bulky, dangerous, or offensive manner.

8. CYCLES AND E-SCOOTERS

Cycles and e-Scooters are not allowed on our vehicles.

The Company does not carry unaccompanied luggage or parcels of any sort.

9. ANIMALS

Dogs are allowed to travel at the discretion of the driver. One accompanied well behaved dog, as long as it is not a nuisance to other passengers, is allowed to travel. Dogs should be kept under control at all times. Any damage, loss or injury arising from its presence on the vehicle will be the responsibility of the customer who is travelling with it.

Guide dogs or assistance dogs that accompany registered disabled customers are carried free of charge.

Other animals at the discretion of the driver may be carried on buses and must be caged, boxed or kept on a lead.

Any animal causing a nuisance may be asked to leave the vehicle by the driver.

10. LOST PROPERTY

If you find any unattended property on our vehicle, please inform the driver or other Company representative immediately.

Items left on a bus or coach and subsequently found by a member of our staff are treated in accordance with the Public Service Vehicles (Lost Property) Regulations 1978 (amended 1995). We will not accept any responsibility or liability for any article left on our buses or coaches.

All Lost Property is administered and held at our Head Office, at the address at the top of this document. Items are held for one month from the date it was found (except perishable/food items which are held for 24-hours only). Items can be claimed Monday to Friday 9am - 5pm. Items may be forwarded in the post, provided the owner pays the postage fee in advance and accepts that the Company cannot be held responsible for its safe return. Any property unclaimed and unpaid for after one month will be disposed of (usually to local Charity shops), in accordance with the regulations.

11. BEHAVIOUR OF PASSENGERS

The Company reserves the right to refuse entry onto any vehicle and to refuse travel to any person considered to be undesirable, a security or safety risk, with a poor level of personal hygiene, who is intoxicated, under the influence of drugs or other substances, or who may otherwise cause a nuisance or disturbance. A passenger may be asked to leave the vehicle at any time for: smoking any substance; consuming alcohol; interfering with any equipment on or part of the vehicle; interfering with a member of staff or other person travelling on the vehicle; causing a public nuisance. Feet must not be put on seats.

For the safety of staff and fellow passengers and to assist the Company in keeping vehicles clean, passengers are NOT permitted to consume any form of hot food whilst travelling on board any bus. Strong smelling hot food may not be carried.

Passengers must adhere to the Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990 (as amended).

12. CCTV

By travelling on the Company's vehicles and using its services you consent to the Company using any CCTV material obtained for the purpose of investigations into any alleged incidents. This includes alleged accidents, misconduct, complaints, fraud and any other serious event.

Consent is also given for any CCTV footage of the journey being provided to any law enforcement agency, such as the police, in the event of their request.

13. DATA PROTECTION

Any data that is collected will be done so in accordance with Data Protection Legislation. Any data collected will be processed in accordance with the Data Protection Act 2018.

14. LEGAL NOTICE

This Carriage Contract is subject to English Law and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

These conditions constitute the entire agreement between Safeguard Coaches and its customers. None of our employees are entitled to alter or vary any of the provisions of these conditions.