

The York Pullman Bus Company Ltd Terms and Conditions

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 York Pullman Bus Company Ltd.

1) 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 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.

2) Fares and Ticketing

Whenever you board a bus you must either

- 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 Pullman Saver/Unibus Travel Ticket

OR

- c) Present your Smartcard to the card reading equipment so that its validity may be checked and your journey recorded.

Where you make a 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/Pullman Saver/Unibus TravelTicket 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 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.

3) Pullman Saver/Unibus Travel Tickets

Pullman Saver/Unibus Travel Tickets are valid from stated start date on your ticket up to and including the stated expiry date. The tickets are valid for any number of journeys on York Pullman Bus services or Unibus within the City of York it at any time of day, except the Racecourse shuttle and York City Tour and the Dales Bus.

York Pullman Saver/Unibus Travel Tickets do not offer a guaranteed seat on any particular route and seats are available on a first come first served basis.

York Pullman Saver/Unibus Travel Tickets cannot be transferred for use by another person.

Requests for refunds of York Pullman Saver/Unibus Travel Tickets must be made in writing to our office and must include the travel ticket for which you require a refund. We will calculate the portion of travel remaining available on your Pullman Saver/Unibus Travel ticket and issue a refund less a £10 administration fee.

Your Pullman Saver/Unibus Travel Ticket is valuable and should be looked after as securely as cash. If your Pullman Saver/Unibus Travel Ticket is lost or stolen you should report this to the police, then notify us immediately on 01904 622992.

We regret that we do not issue replacements in respect of lost or stolen 7 Day Saver or 4 weekly Pullman Saver/Unibus Travel Tickets. Replacements for termly or annual travel tickets are only issued where the ticket has been stolen or it has been destroyed by fire or other exceptional circumstances, which has been reported to the police, the fire service or another appropriate body.

Your Pullman Saver/Unibus Travel Ticket should be insured against loss or theft through your own household insurance policy.

We will replace your Pullman Saver/Unibus Travel Ticket free of charge if it is damaged, illegible or defective. In these cases the remains of your travel ticket must be returned to our office.

4) Concessionary Travel Schemes

The York Pullman 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.

5) 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 may be heard by other passengers
- leave rubbish on the bus
- distribute leaflets, papers or other articles or offer anything for sale
- collect for charity without our prior written consent
- interfere with equipment fitted on the vehicle
- 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.

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.

6) Getting on and off our buses

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 which is stationary at a point which 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;

7) Carriage of Wheelchairs, Small Prams and Buggies

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

Unless stated in our publicity, we will endeavour to operate a 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.

8) 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.

9) 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.

10) Animals

At the discretion of the driver, one accompanied, well behaved dog or other small animal, which will not be a danger or a nuisance for other passengers or our staff will 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 will be charged child fare, except for Guide dogs or hearing dogs, accompanying registered disabled persons, which are carried free of charge at all times.

11) Lost Property

We will make all reason 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 and 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 it's 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.

12) 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.

13) 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.

14) 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 York Pullman Bus Company Ltd 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 York Pullman Bus Company is 2 Clifton Moor Business Village, James Nicolson Link, York, YO30 4XG.

Our administration office for refunds and lost property is Wetherby Road, Rufforth, York, YO23 3QA.