

These Conditions of Carriage apply to all our public bus that we operate in the United Kingdom. These services include local bus services, public bus school services.

Anyone who travels on one of our buses or coaches is covered by these Conditions, although your statutory rights are not affected.

These Conditions also reflect the legal obligations in how we perform the service, as well as the way you should conduct yourself when using our buses.

You should refer to our Private Hire Coaches Conditions of Carriage, when booking and travelling on a private coach hire.

Where you have purchased a multi-operator ticket from us for a journey which allows you to travel for part or all of that journey with another bus operator, you will be subject to the conditions of carriage of that other bus operator.

These Conditions may be altered from time to time and without notice. The Conditions which apply to you are the set which is in force at the time you purchase a ticket, or other legitimate means of travel.

These Conditions are governed by the laws of England, and we submit to the exclusive jurisdiction of the Courts of England.

Our responsibility to you:

Our aim is to provide to our customers a reliable and friendly bus service to an exacting standard of safety, comfort and cleanliness.

Our employees work hard to ensure these services operate on a reliable and punctual basis and we take pride in providing a quality service to our customers.

Unfortunately, given the nature of our business, and the difficulty of controlling the road space upon which we depend, there may be occasions when we simply cannot provide the standard of service which should be consistently expected and delivered.

We may therefore have to temporarily or permanently alter a route, frequency, times and fares without prior notice.

Whenever this happens, we will work hard to get things back on schedule.

Sometimes there are factors which are outside of our normal control and we will work hard to ensure that the disruption to your journey is kept to a minimum. Examples where this could happen include unplanned road works, diversions, exceptional traffic conditions, major events, extreme weather conditions and other unforeseen operating circumstances.

There may also be occasions where we are unable to operate a service or, where we do operate a service, that service may become full and, in these circumstances we may not be able to guarantee a seat or, in the circumstance that the is at full capacity, you may not be able to board our bus.

Communication with our customers in these circumstances is a key and we will make every effort to notify to you disruptions in the event of cancellation, delay, diversion or termination of service so you are able to make informed decisions. Information is provided through our website and by using social media, such as Facebook.

However, we are unable to accept any responsibility, and will not be liable, to you for any loss, damage, injury, inconvenience or cost you suffer or may suffer as a result. Your statutory rights as a consumer are, though, not excluded or limited.

Your Conduct

We are keen to encourage people to experience and use public transport as an effective and pleasant means of travel for all. We ask that our customers follow some basic rules for the benefit of all passengers and our employees. Travel on board is governed by criminal laws and by certain regulations.

Please consider others travelling and, if you do not, you may not be allowed to travel or, if you are already travelling, you could be asked to leave our vehicles.

If you are in breach of these conditions, you will not be entitled to a refund.

Whilst you may behave appropriately, we cannot be held responsible for the conduct of those passengers who do not comply with these Conditions.

General Behaviour

If you don't have a valid ticket or pass to travel, you must pay for your full journey on boarding the bus.

You must not attempt to get on or off the bus which has stopped other than at designated stops.

Please behave in an appropriate decent manner which does not cause offence to other customers or members of our staff.

We reserve the right to refuse entry and travel of any person onto our buses and coaches if that person is 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.

You may be asked to leave the bus or coach at any time where you are or are believed to be:-

- Smoking any substance; or vaping or using any electronic smoking device
- Consuming alcohol
- Interfering with any equipment on or part of the vehicle
- Interfering with or threatening or being abusive to a member of staff or other passenger
- Causing a public nuisance
- Putting your feet on the seats.

Whilst we make every effort to provide appropriate access to and accommodation on our vehicles for those of our passengers who are elderly, have young children, are pregnant or who are disabled, we would ask that you think about their needs and, wherever possible, please vacate seats and consider their requirements.

Please help keep our buses clean, take your rubbish home with you and don't discard your unwanted belongings on our buses

Feel free to listen to music (it can make the journey feel much quicker), but please use headphones at all times.

Please do not distribute anything on our buses or at our premises or offer anything for sale or collect for charity without our prior written consent.

We reserve the right to ask you to leave the bus at any time due to, and to charge you an appropriate and reasonable amount for the costs of cleaning and / or repairing our vehicles caused by, your behaviour whether through being sick, soiling or otherwise through intoxication. Accidents by children or those who are involuntarily unwell will not be charged.

We also reserve the right to take any other appropriate measure to ensure that our passengers can travel in comfort and safety, and this could result in you being temporarily or permanently being banned from travelling on our vehicles as a result of such conduct.

Safety

You must follow instructions from our staff, when directed, and act in a manner showing regard for the safety and comfort of other customers and our employees.

Please don't disturb, distract or obstruct the vision of our staff when they are driving, nor overload the capacity of the vehicle or stand on the upper deck of a double deck vehicle.

Where seats are available, you should use them and remain seated until the bus comes to a complete halt at your required bus stop.

If you have to stand, you must not stand in the front door-well area, upstairs or on the stairs of double-deckers or near any emergency exits: you must, at all times, hold onto a pole and/or seat back whilst standing and, as soon as a seat becomes available, you should occupy it.

If you are travelling on the upper deck, you are required to remain seated at all times

Please don't alight from our buses until indicated to do so, by an official roadside bus stop sign or where the bus driver specifically permits you to do so. In no circumstances should you board or leave a bus or coach whilst the vehicle is moving or whilst it is held up in traffic or by police or when the doors are closed.

Please don't smoke on our buses or coaches or at the entrance: it is illegal to do so.

Please don't eat any form of hot food whilst travelling on board our buses and coaches: we cannot accept any responsibility for any burns you suffer as a result of you bringing hot food on board.

Please only drink hot drinks provided that the container is fitted with a spill-resistant safety lid: we cannot accept any responsibility for any burns you suffer as a result of you bringing hot drinks on board.

Please don't lean, throw or stick anything, out of bus windows.

We hope you have a safe journey, but you should notify our staff immediately if you sustain an injury or feel unwell whilst boarding, travelling or getting off one of our buses

If you see anything suspicious, please immediately inform a member of our staff or the driver.

Please do not use the emergency exits except in a genuine emergency.

Security

We want you to feel secure when travelling on our vehicles.

You must not behave in a way that affects the security and the safety of our staff, our customers and other road users and pedestrians. If you behave in such a way that the security and staff are affected, you will be asked to leave our bus immediately and we will (if appropriate) seek appropriate legal redress to remedy the damage, loss or injury you cause.

We operate CCTV which includes sound recording, on many of our vehicles to ensure that issues, such as theft, assault and poor behaviour, can be monitored and, where appropriate, footage of such incidents can be passed onto the police and other appropriate authorities should they so request and we believe it is consistent with the provisions of the data protection legislation and our privacy policy. We will always comply with our obligations under the data protection legislation, the Human Rights Act 1988 and such other relevant legislation in the handling of CCTV footage.

We will not be responsible to you for any loss, damage, injury, inconvenience or cost you suffer or may suffer as a result of your abusive or threatening behaviour which gives rise to your removal from our bus and / or from any action taken against you by the appropriate authorities.

Wheelchairs and buggies

Our most recent bus purchases are specified deliberately to have better space and access for the disabled in wheelchairs, disabled buggies and approved mobility scooters and for passengers travelling with young children in small prams and buggies.

Wheelchairs, disabled buggies, approved mobility scooters, small prams and unfolded buggies may only be carried on suitable low floor vehicles. All our buses are wheelchair accessible, but some journeys on some services may be operated by coaches which may not be low floored.

Subject to space being available and the discretion of the driver, we will carry small prams and unfolded buggies on low floor buses within the designated wheelchair area but only when it is not required by a passenger in a wheelchair or approved mobility scooter (passengers in wheelchairs have absolute priority by law). Prams and buggies must not block the aisle of the vehicle at any time.

You are, however, required by law to ensure that the designated wheelchair space is made available if a customer wishes to board with a wheelchair (or, if no wheelchair user is travelling, a disabled buggy or approved mobility scooter).

Occasionally it is necessary for already boarded passengers to make room for a Wheelchair user or mobility scooter user. You are required to co-operate in allowing proper use of the designated wheelchair space by vacating this space even if it means collapsing prams or buggies.

We understand as parents ourselves that this can be difficult and understand moving young sleeping or settled children can be stressful, so we will only ever ask you to do this if it is absolutely necessary, but sometimes it is essential for us to ask so that we make sure we comply with the law.

We will ensure that our drivers and our vehicles comply with the laws applicable to those who are disabled or using buggies. This includes ensuring our vehicles are equipped with appropriate bus lowering systems or the appropriate folding or retractable steps and these must not be operated by other than the driver or conductor whenever they consider that a disabled person will need the system to get on or off our buses and coaches.

Bicycles, E-Scooters and E-Unicycles

Bicycles are not permitted to be carried on our services, except on buses with a dedicated cycle rack. We do not accept any liability for any loss of or damage to the bicycle if carried aboard the bus, however caused.

Folding bicycles, which are safely and securely stowed in the designated luggage area in a suitable bag or box, are generally permitted onto our buses if the driver believes that there is sufficient luggage space available.

Where you are permitted to bring a folding bicycle on board, it is carried at your risk and we do not accept any responsibility for any loss of, and/or damage caused to, your bicycle at any time.

You are not permitted to take an electric scooter or electric unicycle onto our buses.

Luggage

All items of luggage will be carried at our driver's discretion to ensure they can be carried safely upon our buses. We will only permit customers to carry luggage on our vehicles where it is safe to do so and is available to our customers for convenience only. You will retain the risk of loss of, or damage to, the luggage at all times. We do not accept any liability for any loss or damage however caused. We will never carry unaccompanied luggage or parcels in any circumstance.

There may be occasions where items of luggage are refused to be carried on our services. If the luggage is excessive, large or of an awkward size and it means it is not easily able to be carried upon our vehicle, the driver reserves the right to refuse such luggage on to the bus/

Unfortunately, we are unable to carry certain items which could endanger the safe passage of our vehicle or the safety of our staff, customers or other road users and pedestrians. These include rechargeable batteries (other than those inside personal devices or are in their original retail packaging), ammunition, explosives, weapons, paint in either unsealed or sealed containers and combustible or otherwise hazardous materials including petrol.

If you are refused travel due to the above circumstances, we cannot accept liability for subsequent loss, damage, injury, inconvenience or cost you suffer or may suffer as a result.

We recommend that all passengers have appropriate insurance for travel and we cannot accept liability for subsequent loss, damage, injury, inconvenience or cost you suffer or may suffer as a result of any loss of or damage to your luggage during transit and when loading and offloading your luggage.

Lost property

Any item that is left on a bus and subsequently found by a member of our staff will be dealt in accordance with the applicable laws.

When something is lost on one of our buses or coaches, we will do everything we reasonably can to locate and return property left on one of our buses to its owner. However, we will not accept any responsibility or liability for any article left on our buses in any circumstance.

If items of lost property are not claimed within one month, the item will become our property and it will be disposed of appropriately, normally to a chosen charity.

If the item of lost property is perishable, it will be thrown away after a period of 24 hours if not claimed before this time. If, before 24 hours, the item becomes a potential health risk, or causes offence, it will immediately be thrown away.

If you find an item of lost property on one of our buses, you should inform the driver before leaving that vehicle of the location of the item of lost property. You should not touch or move the item if it looks suspicious.

Should you wish to claim an item of lost property, we will need to establish that the item belongs to you. You will also need to provide proof of your name and address and describe the item of lost property or explain the contents of an item so we can establish you as the owner.

If the item of lost property is a bag, or other container, it may be opened and examined by us to help identify the owner and the nature and potential value of the lost property. We do not accept any responsibility to you if, because of opening the bag or other container, you suffer any loss, inconvenience, damage or cost as a result.

There may be an administration fee charged to you on collection of an item of lost property. Items of lost property will normally need to be collected from one of our offices depending on where the item was lost. We may also agree to post the item of lost property back to you. In these circumstances, we will require advance payment of the postage and packaging before we are able to do this.

USB Charging Points

Some of our vehicles are fitted with USB charging points allowing customers to charge their personal electrical devices. These USB charging points are to be used at your own risk and we cannot be held liable for any fault or damage to your device because of such use. Customers are asked to use them as intended and not to tamper with their function in anyway.

Our Tickets

To travel with us you must purchase a valid ticket or hold a valid pass for the journey you wish to take. At no time will you be permitted to travel on our bus if that ticket, pass or permit:

- has been altered or defaced
- has been issued to another person unless such ticket specifically indicates that it is transferable
- has expired
- is for a different journey, service, or a different date and/or time
- is illegible

If you purchase a ticket from our driver, it is important that you ensure that you are given a ticket directly from our ticket machine and that this covers you for your travel requirements and that it corresponds to the amount paid. It is also important to check any change that is given to you by our driver. If there are any discrepancies please bring these to our driver's attention as we are unable to rectify any mistakes at a later date.

Whilst we will endeavour to provide change for any notes tendered for a fare there are occasions when our drivers do not have sufficient change. In these situations, our drivers will issue the ticket for your journey and a credit voucher for the monies owed to you.

Please ensure that you keep your ticket present until your journey is finished as a member of our Inspectorate Team or a Company Official may ask to inspect your ticket

All tickets, remain the property of the operator and may be withdrawn at any time. If a customer is found to be fraudulently using, copying, producing or altering any of our range of tickets, or passes then that customer will be liable to prosecution.

The issuing of a ticket should not be regarded as an undertaking by us that our buses will run at any time or that there will be sufficient space for you to board. We operate our buses on a first come first served basis and cannot be liable if you are unable to travel on an intended journey if it is already full to capacity.

We accept the English National Concessionary Travel Scheme passes for travel. Travel using these cards is subject to the terms and conditions specified by the issuing local council in conjunction with those issued nationally. It is your responsibility to prove your entitlement to these concessions when wishing to travel on our buses. This can be done by placing your card on to our ticket machine or showing them to our driver upon request. If you are unable to produce a valid pass or do not have one, then you will be asked to pay the appropriate adult fare. For further details of the Concessionary Travel Pass Scheme please contact your local issuing council.

Single, return and day tickets are only valid on the day they are purchased/issued.

Return tickets are valid between the two points printed on the ticket. These may be used for the whole or part of the journey it was originally purchased for and is not valid for two single journeys in the same direction of travel. Once the ticket has been scanned it is no longer valid for travel and you are unable to break your journey Day tickets are valid for unlimited journeys for the service on the service on which they were issued

Weekly tickets are valid on a calendar week, for 68 that is unlimited travel Monday- Saturday; for all other services a weekly ticket is Monday – Friday unlimited and will not change regardless of Public holidays and or inset days.

Details of our range of tickets are available on our website and are subject to change. Conditions of travel for these tickets will be included in this information.

No refunds will be made for any lost, stolen or defaced return/weekly tickets as it is the responsibility of the customer to make sure they have their ticket to travel. Requests for replacement tickets, if made at a reasonable time frame prior to travel and proof of purchase is provided, will be made at our discretion and may be subject to an administration charge.

Where a child fare or age dependent concessionary ticket is requested, we reserve the right to request proof of age if we have reasonable grounds to raise the issue of age with the customer. Where such information is not provided, we may seek payment of the full adult fare and subsequent proof of age will not entitle any individual to a refund.

There are no additional discounts for weekly tickets where there is a calendar week which includes a public holiday, or a shortened week due to a School term ending or an inset day. It is up to the passenger to purchase the most suitable ticket for their journey

Tickets are not interchangeable between passengers

Tickets are only valid on the service on which they were purchased, except for STP1 & 2 which are interchangeable.

For STP1/2 Priority boarding will always be given for a passenger with an existing service ticket for example on boarding on STP1 you will be prioritised if you have an existing day return or weekly STP1 ticket before STP2 ticket holders can board.

Data Protection

If we collect your personal data, we will store and process that personal data in accordance with our Privacy Policy.

Animals

We welcome and encourage assistance dogs on our buses, and they are carried and welcome aboard at all times. We would ask you, though, to ensure you comply with any reasonable instruction given by the bus driver or the conductor whilst you and your dog are on board.

Dogs (or a small animal) are welcome at the discretion of our drivers and, if they are permitted on board, they must be well behaved and of no danger or nuisance to other customers or our employees. Dogs can be dangerous so, where appropriate, they must travel in accordance with the Dangerous Dogs Act.

We reserve the right to ask you to leave the vehicle with your animal at any time if the driver feels that the animal in question is a danger to the driver, the passengers or you. If we do ask you to leave, you must do so at the time and place stated by the driver. We will have no liability to you because of the driver asking you to leave the bus.

Please remember that animals are not permitted to travel on seats (although they can sit on your lap) and, if the animal fouls, is sick or causes damage, loss or injury due to it travelling on the vehicle we may seek to claim costs as a result. Any animal which is permitted to travel on our bus is at your risk.

Dogs or small animals on our buses will be carried free of charge.

Breast Feeding

We support a mother's right to breastfeed her baby in public. This includes doing so on any of our buses and coaches. Many of our customers are mothers and children and we understand completely that babies need to be fed when they are hungry.

Force Majeure

We shall be relieved of any liability to you for any loss or damage if such loss or damage is due to:

- You doing something or not doing something you should have done when on our buses
- Insufficiency of the packing of any luggage you bring on board one of our buses
- A strike, lock-out, stoppage or industrial dispute, the consequence of which meant we were not able to provide the services expected;
- Or any other event which we were unable to avoid or prevent by the exercise of reasonable diligence.

Contact Details

For all enquiries, suggestions or complaints, please address these to the attention of the Customer Service Team, Sussex Coaches, Sailors Cross, Green Street, Shipley. RH138PB. Or email us at info@sussex-coaches.co.uk

Complaints to the Bus Appeals Body

In the event you are not satisfied with the handling of your complaint, you may contact the Bus Appeals Body whose contact details are as follows:

The Bus Appeals Body
c/o Bus Users England
Princes Exchange
Princes Square
Leeds LS1 4HY
Tel: 01134 577 900
E-mail: enquiries@bususers.org