

West Midlands Travel Ltd. National Express House, Digbeth, Birmingham, B5 6DD. Registered in England No 02652253. Part of National Express Group

### **Conditions of carriage and customer regulations**

1. Introduction
2. Useful Contact Details
3. Special Meanings
4. Provision of Services
5. Safety
6. Your Responsibilities as a Customer
7. Tickets and Fares
8. Replacement Tickets and Refunds
9. Fare Evasion and Penalty Fares
10. Easy Access Services
11. Luggage and Possessions
12. Animals
13. Lost Property

#### Introduction

1.1 When you buy a ticket or pass, or use contactless payment to travel on a bus service operated by West Midlands Travel Ltd. (National Express West Midlands and National Express Coventry) you enter into an agreement with the Company.

1.2 The Conditions of Carriage apply to all services operated by West Midlands Travel Ltd. and set out your rights and duties as a customer

1.3 These Conditions of Carriage, which may be amended from time to time, replace all previous versions published by West Midlands Travel Ltd. They come into force immediately and will remain in force until they are republished.

1.4 Our staff have no authority to make individual exceptions to the Conditions of Carriage.

1.5 This document has been written in accordance with the following:

National Express West Midlands  
National Express House  
Digbeth  
Birmingham  
B5 6DD

[nxbus.co.uk](http://nxbus.co.uk)

West Midlands Travel Ltd. National Express House, Digbeth, Birmingham, B5 6DD. Registered in England No 02652253. Part of National Express Group

The Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations

1990. The Public Service Vehicles Accessibility Regulations 2000. The Disability Discrimination Act

1995. The Equality Act 2010. The Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) (Amendment) Regulations 2002.

Useful contact details

2.1 For general information, comments and suggestions write:

Customer Relations (Bus),

National Express House

Digbeth

Birmingham

B5 6DD

[nxbus.co.uk](http://nxbus.co.uk)

tel: 0121 254 7272

e-mail: [travelcare@nationalexpress.com](mailto:travelcare@nationalexpress.com)

web: [nxbus.co.uk](http://nxbus.co.uk)

2.2 For timetable information tel: 0871 200 22 33

2.3 For Travelcard information tel: 0121 254 6363

2.4 We try to be fair and helpful in all our dealings with our customers. We always welcome feedback, comments, and suggestions for improvement.

2.5 If you are unhappy with our response to a complaint you can contact:

Bus Users UK, Victoria Charity Centre, 11 Belgrave Rd, London SW1V 1RB,

Tel 03001110001

enquiries@bususers.org

#### Special meanings

3.1 In these Conditions “the Company” means West Midlands Travel Ltd. (National Express West Midlands and National Express Coventry).

3.2 The “driver” means a person licensed and employed to drive any or all of the Company’s passenger service vehicles and who is for the time being responsible for driving the particular vehicle.

3.3 The “inspector” includes any person authorised by the Company to supervise, inspect or control any of its vehicles.

3.4 The term “Ticket” means any ticket or travel card issued and / or accepted for travel on the Company’s services.

3.5 The term “Fare Stage” means a point from which a fare is charged.

West Midlands Travel Ltd. NX House, Mill Lane, Digbeth, B5 6DD. Registered in England No 02652253. Part of National Express Group

3.6 The term “Photo card” means a card with a serial number bearing a photograph of the person it was issued to.

3.7 “Valid / validity” governs where and when a ticket can be used.

#### Provision of services

4.1 The Company always tries to run reliably and expects to maintain the services which it is registered or contracted to operate. We will use our best endeavours to do so, but sometimes buses cannot be run at the times or frequencies advertised.

4.2 The Company therefore reserves the following rights; for operational or any other reasonable cause including, but not limited to, traffic conditions, adverse weather, or passenger numbers:

- a) To alter, suspend or withdraw any vehicle without notice and
- b) To alter the route, bus stops or times as advertised on any timetable, ticket, notice or other advertisement without notice.

4.3 Accordingly, the Company will not be liable for any loss, damage or inconvenience arising from the suspension, cancellation or alteration of its services. Neither will it be liable for the failing of any vehicle operating any service to start or finish its journey at the times appearing in the timetable, nor from any delay (whether caused by breakdown, deviation from advertised route or other reasonable cause) in the operation of any service.

4.4 The Contract of Carriage between the Company and a customer is limited to journeys on the

Company's vehicles. Whenever the Company (except in the case of the breakdown of a Company vehicle) makes arrangements for customers to be conveyed on any other form of transport, the

Company does so as agent only.

4.5 These conditions and regulations will not affect customers' statutory rights. The Company may alter these conditions at any time without notice if required by law or commercial trading regulations.

## Safety

5.1 Our highest priority is to ensure that all our customers are carried safely. To help us achieve this it is essential that you always follow any instructions given by drivers or inspectors, and observe safety notices in vehicles. In the interests of safety you may be required to leave a bus or bus station at any time.

5.2 For safety reasons customers are warned not to board or alight when the vehicle is in motion or held up in traffic or stationary at traffic lights. You should only board or alight when the vehicle has stopped at a recognised stopping place.

5.3 To ensure we operate all services in a safe manner customers should not:

- a) Put at risk, unreasonably impede, or cause discomfort to other customers, the driver or an inspector
- b) Throw or trail any item from the vehicle
- c) Speak to the driver when the vehicle is moving unless in an emergency or on grounds of safety or to give directions as to the stopping of the vehicle
- d) Distract the driver's attention, without reasonable cause, or obstruct his vision
- e) Intentionally interfere with any equipment with which the vehicle is fitted
- f) Carry any article or substance which constitutes a risk of injury to the driver or other customer, or a risk of damage to the vehicle or other customers' property
- g) Smoke or carry lighted tobacco or other substances, or light a match or cigarette lighter on the vehicle
- h) Use emergency doors or windows other than in the event of an emergency or when directed to by a driver or inspector
- i) Use roller skates, roller blades, scooters or skateboards on the vehicle
- j) Lean out of the windows.
- k) Stand in parts of the vehicle where standing is prohibited.
- l) Ask to alight at an unauthorised stopping place.

5.4 Customers with pushchairs, luggage or shopping are also asked to ensure that they do not obstruct the vehicle gangway.

5.5 Standing customers and those who are boarding or awaiting to alight are requested to hold onto handrails.

### **Your responsibilities as a customer**

6.1 In order to ensure that your journey, as well as that of other customers, is a safe and enjoyable one, we would ask you to note the following points.

6.2 Please ensure that you are on the correct bus and that you alight at the right bus stop. If you have any queries about your journey please contact our Customer Care department (details in section 2.1) or ask the driver.

6.3 It is your obligation to ensure you have a valid ticket or have made a valid contactless transaction at all times for the journey you intend to take.

a) If you have been issued with a ticket you should always check your ticket at the time it is issued and inform the driver of any errors at that time. You should retain your ticket throughout the journey you intend to take. You must produce that ticket for inspection upon request by any Driver, Inspector and Transport Safety Officer.

b) If you have made a contactless transaction using a card you must allow a driver or inspector to confirm the last 4 digits of the card used by reading out the number. If you are not comfortable reading out the number you can show the card to the driver or inspector.

c) If you have made a contactless transaction using Android Pay or Apple Pay we will need to know the last 4 digits of your Virtual Account Number (Android) or Device Account Number (Apple).

6.4 No customer, except with the permission of the Company, should distribute any paper or other article for the purpose of giving or obtaining information or views from other customers.

6.5 Customers should not sell or offer for sale any article while travelling on a Company vehicle, except with explicit permission.

6.6 A Company Driver, Inspector or Transport Safety Officer has the authority to direct customers to leave the vehicle on the following grounds:

a) If their remaining would result in the number of passengers exceeding the maximum seating or standing capacity

b) If their condition or behaviour is such as would be likely to cause offence to a reasonable passenger or the condition of their clothing could spoil the fittings of the vehicle or the clothing of other passengers.

6.7 Customers should not play or operate any musical instrument or sound reproducing equipment in a manner which could cause annoyance to other customers.

6.8 The Driver, Inspector or Transport Safety Officer can direct a customer to put in a designated place or remove from the vehicle any of the following:

- a) a bulky or cumbersome article
- b) an article or substance which causes or is likely to cause annoyance to any person on the vehicle
- c) an article or substance which could cause injury or damage.

6.9 Any passenger on a vehicle who is reasonably suspected by a Driver, Inspector or Transport Safety Officer of contravening any provision of The Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990, shall, on demand, give their name and address to the Driver, Inspector and Transport Safety Officer. Any such passenger may also be removed from the vehicle by the Driver, Inspector, Transport Safety Officer or a police constable. A Transport Safety Officer has delegated authority to act for and behalf of the Company in line with the duties of an Inspector.

6.10 Customers should not smoke or vape electronic cigarettes on any part of the vehicle. You may be prosecuted for doing so and will face a fine of up to £1,000.

6.11 Customers should not consume any food or drink on the vehicle and should dispose of any chewing gum outside of the vehicle.

6.12 Customers are requested to discard all litter in the bins or remove it from the vehicle.

6.13 Any customer found causing damage or applying graffiti to the vehicle will be liable for prosecution.

6.14 Our staff have the right to work without fear of intimidation, verbal abuse or physical assault, and we will prosecute any person who does not adhere to this.

6.15 We also reserve the right to take any other measures we consider necessary to protect the safety and comfort of our customers and staff including temporarily or permanently banning you from travelling with us following an incident of misconduct.

6.16 Our vehicles may be fitted with audio CCTV to provide added security for our customers and staff. Appropriate signage will be in place where audio CCTV is in use and the video and sound recordings used solely for the monitoring of safety, security, service quality and in support of relevant criminal and civil legal proceedings and complaint investigation. Images of customers may be provided to the police, DVSA, the Traffic Commissioner or any other enforcement agency at their reasonable request.

## **Tickets and fares**

7.1 Unless paying by contactless debit / credit card or device, you must have a ticket (and if needed, a photo card) that is valid for the whole of the journey you are making. If you are not already in possession of a valid ticket for your journey you must pay the driver on boarding the vehicle. It is your responsibility to ensure that you have a valid ticket for your journey.

7.2 If you pay by contactless debit / credit card or device, it is your responsibility to ensure that you have sufficient credit in your account to cover the cost of the journey you wish to undertake.

7.3 Our vehicles have an exact fare policy to speed up your journey. Please have the correct money ready as the driver cannot give change or pay another means. I.e contactless or mobile.

7.4 You must let a member of staff or a police officer examine your ticket at any time during your journey if you are asked to do so. A member of staff may also ask you to state the last 4 digits of your card, Virtual Account Number (Android) or Device Account Number (Apple) to confirm that a contactless transaction has taken place on that bus.

7.5 Tickets are issued subject to these conditions and to any other relevant conditions published from time to time. Our main ticket types and the rules controlling their use are set out in our separate booklet "Fares and Travel Cards". Where your ticket can be used to make a journey with another operator, the Conditions of Carriage of that operator apply to that journey.

7.6 Fare tables show the fare to be charged between any two fare stages. If you board a bus before a fare stage, you will be charged from the previous fare stage. If you get off the bus after a fare stage, you will be charged to the next fare stage.

7.7 If you intend to travel beyond your ticket's availability you must pay an extra fare (for which you will be given an extra ticket) before you reach the place where it ceases to be valid.

7.8 All tickets remain our property, or in the case of concessionary passes the property of the issuing local authority, and we may withdraw or cancel any ticket or photo card at any time: we will not do this without good reason.

7.9 Tickets can only be purchased from official outlets and can only be used by the person they were bought for. Unless specifically advertised, tickets are not transferable and must not be resold or given away for further use. Doing so is an offence and may result in the seller/buyer being prosecuted.

7.10 Up to 3 children under 5 can travel free when they are accompanied by a responsible fare paying passenger or pass holder.

7.11 If you are aged 5 to 15 inclusive you may travel at child rate; except where alternative arrangements are advertised. You may be required to provide proof of age.

7.12 If you are aged 5 to 15 inclusive and wish to purchase a child rate season ticket you must have a valid Child photo card.

7.13 We also accept certain Local Authority issued concessionary and/or identification passes as proof of entitlement to discount fares. Categories of customers who may be entitled to these include; those aged 60 or over, blind and disabled customers, and 16-18 year olds in full-time education and/or training. Students will be required to carry either a physical student ID or show a valid Yoti digital ID on their phone at all times whilst travelling. Physical student ID can include a physical photo ID card or a TOTUM card.

7.14 Where new tickets are introduced during the validity of these Conditions of Carriage or the Fares and Travel Cards Guide, information will be included in the appropriate publicity.

### **Replacement tickets and refunds**

8.1 If your ticket (or photo card) is damaged to such an extent that any material marking is not clear it will not be accepted as valid. We may at our discretion replace your ticket / photo card providing we can confirm that it is still valid, subject to an administration fee.

8.2 Refunds are not made in respect of any lost, destroyed, replaced or damaged ticket.

8.3 Only in circumstances considered reasonable by the company will a refund for the non-use and final surrender of a ticket be allowed. Such refund, if allowed, will be calculated from the date the ticket is received by the Company and subject to the period of non-use being not less than seven days. In such cases, the Company reserves the right to make such administration charges as may be fixed from time to time.

### **Fare evasion and standard fares**

9.1 Customers should not attempt to use a ticket which has:

- a) been altered or defaced
- b) been issued for use by another person on terms that it is not transferable.
- c) expired
- d) not been obtained by them from official outlets or from the driver.

9.2 A customer who is not in possession of a valid ticket or has not paid by an alternative means of payment (ie mobile or contactless card / device) shall be liable to pay the Company the Standard Fare, irrespective of the distance they have travelled, and may also face prosecution. If the court finds you guilty you could be fined up to £1,000 and where applicable charged for the value of travel from the date on which the ticket expired. You may also be ordered to pay the Company's legal costs.

9.3 Standard Fare" means the sum of £50.00 if paid within 21 days, or £70.00 if paid thereafter. You may also face prosecution.

9.4 Tickets and passes must only be bought from the Company official outlets, or the driver. Buying tickets from anyone else is illegal and may result in the ticket being withdrawn and the seller / buyer being prosecuted.

### **Accessibility**

10.1 We want to make travel on our bus services easier for everyone, and especially for people with special needs, including customers with disabilities and those with young children or pushchairs.



10.2 All vehicles have a low entrance step which enables pushchairs to be wheeled straight on without being folded down (subject to available space) and there is also space allocated on vehicles for one wheelchair.

10.3 The wheelchair space is suitable for a “standard reference wheelchair” which has a maximum width of 700mm and a length of 1200mm. Electric wheelchairs will be treated the same as other wheelchairs, but there are some types of wheelchair which are not safe for carriage on our vehicles due to their size or weight.

10.4 If the wheelchair space is occupied by a wheelchair then unfortunately it will not be possible to allow a further wheelchair customer to board.

10.5 Subject to space being available National Express buses can carry up to two small unfolded buggies on low floor buses within the designated area but only when it is not required by a passenger in a wheelchair or approved mobility scooter (passengers in wheelchairs have absolute priority).

10.6 Buggy users are required to co-operate in allowing proper use of the designated wheelchair space by vacating this space if it is required by a customer in a wheelchair (or, if no wheelchair user is travelling, a disabled buggy or approved mobility scooter) including repositioning small prams, folding any buggies and storing them in the luggage space.

10.7 Wheelchair customers are requested to apply the restraint system on the wheelchair to ensure they are safely positioned.

10.8 Vehicles are fitted with ramps to improve access and it is the driver’s duty to deploy this where it is safe to do so. There will be some stops where this will not be safe and the driver may have to stop further along the road.

10.9 Similarly, there will be some stops where a wheelchair customer may not be able to board due to inconsiderate parking or the road layout.

10.10 Most vehicles have a kneeling system and if a disabled customer wishes to use it our driver will make it available, where it is safe to do so.

10.11 The Company will not be liable for any loss of or for any damage caused to wheelchairs or other mobility equipment or assistive devices except where caused by its negligence or that of its staff or agents. In the event of the Company being so liable, such liability shall in respect of any one claim be limited to the cost of replacement or repair of the equipment or devices lost or damaged.

10.12 More information about access to our buses is set out in the Company’s Disability and

### **Accessibility Policy.**

#### **Luggage and possessions**

11.1 For safety reasons, and for the comfort of customers, we have to control the amount and type of possessions you can bring onto our vehicles, although we do not charge for goods that are carried.

11.2 All luggage that customers bring onto vehicles is carried at the discretion of the driver and the following items will not be carried in any circumstances:

- a) explosive, hazardous or combustible material
- b) uncovered tins of paint or any other liquid. (Fully sealed tins which can be carried safely are acceptable)
- c) sheets of glass
- d) E-scooters/bikes
- e) any individual item of luggage weighing in excess of 22 kg.
- g) any item that is likely to cause injury or offence to our customers or to staff
- h) any item that is likely to cause damage to our vehicles.

11.3 Folded pushchairs will be carried subject to space being available.

11.4 Accumulators and other types of lead/acid battery will only be carried if securely sealed and must be placed on the floor, except where part of a wheelchair.

11.5 The Company will not carry unaccompanied luggage or parcels.

11.6 The safety and security of your luggage is your responsibility. Customers are liable for any death, injury, damage or loss caused to the Company, our property, staff, agents or any other person caused by any luggage brought by a customer on to our vehicles or premises, except where caused by the negligence of the Company, its staff or agents.

11.7 The Company will not be liable for any loss of or for any damage caused to luggage accompanying customers except where caused by its negligence or that of its staff or agents. In the event of the Company being so liable, such liability shall in respect of any one claim:

- a) be limited to a maximum of £300 per passenger
- b) exclude any jewellery, money or fragile object contained in the luggage, and
- c) be based on the assessed value of the luggage.

11.8 Bicycles are not permitted to be carried on our services where they are likely to soil the vehicle or cause a nuisance or potential injury to our customers. Bicycles will only be permitted to be brought on board at the sole discretion of the driver. 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 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.

## **Animals**

12.1 Assistance dogs for disabled customers, guide dogs, and hearing dogs are permitted to travel on Company vehicles.

12.2 Other dogs or inoffensive animals can be brought onto the vehicle only if permitted by the driver, who has complete discretion in this matter.

12.3 Reasons why animals will not be carried include if the animal appears dangerous or likely to upset either other customers or animals already on the vehicle.

12.4 No animal should sit or be placed on vehicle seats.

12.5 It is the responsibility of the customer bringing an animal onto a Company vehicle to ensure it is being kept under proper control at all times on a lead or in a suitable container, and does not cause a nuisance to the driver or other customers.

12.6 The Company does not accept any liability howsoever caused for the loss, death or injury to animals whilst being conveyed, unless caused through negligence by the Company or its staff.

## **Lost property**

13.1 If you find any lost property on our vehicles please tell the driver or an inspector.

13.2 Any customer leaving property on a vehicle should report this to the Company (section 2.1) and give full details of the property and the journey on which it was lost.

13.3 The Company will not be responsible for any loss or damage howsoever arising of or to any property left in any vehicle or on any premises of the Company, whether or not it has been found by or handed to a driver or other member of staff.

13.4 Where lost property is found or handed in to the Company it will be retained for a period of two weeks, except perishable goods, which will not be kept for more than 24 hours.

13.5 Any lost property which is or becomes objectionable may be destroyed at any time.

13.6 Customers may be asked to provide proof of identification and a precise description of the lost property they are claiming to ensure the claimant receives the correct item.

National Express Bus August 2023

Conditions of Carriage

Supplementary Clause: COVID 19

All passengers should comply with all relevant national COVID-19 regulations and requirement when using any NX bus service.

Updated 4<sup>th</sup> August – Update to Customer Conduct section 6 with delegated authority in line with Inspector duties provided to Transport Safety Officers and CCTV – 6.16

Update 14<sup>th</sup> August – Vaping of Electronic Cigarettes are no longer permitted

Update 10<sup>th</sup> October – update to 7.13 and additional 11.8 driver discretion added to carriage of non-folding bicycles.

Update 12<sup>th</sup> November 24 to 7.13