

# LYDNEY **DIAL-A-RIDE**

## **Conditions of Carriage**

This document contains the Conditions under which Lydney Dial a Ride & Community Transport provides transport to our passengers.

## **Introduction**

Lydney Dial a Ride & Community Transport values your custom and will endeavour to ensure you travel safely and in comfort on a clean, reliable minibus service.

By travelling on our buses, you have deemed to have agreed to travel under these conditions.

## **General Conditions**

We aim to provide a safe, reliable, and punctual service but there are occasions when we are unable to operate as advertised due to factors outside of our control such as road works, diversions, exceptional traffic congestion, major events, extreme weather conditions and other unforeseen operating circumstances.

Wherever possible, we will take reasonable steps to advise you of any disruption to services but, in the event of the service being unavailable to you, we shall not be liable for losses, damages, cost or inconvenience that you suffer as a result.

We do not in any way exclude or limit our liability for death or personal injury resulting from our negligence nor are your statutory rights as a consumer affected.

## **Your Safety and Comfort**

In some locations, our buses will pick up and set down passengers at marked bus stops.

For our Door-to-Door services, a driver will park as close to your property as they are legally and safely able to. They will alert passengers to their arrival and help individuals board and disembark the bus as required.

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.

You must not attempt to board a bus once it has left its designated stop.

Lydney Dial a Ride & Community Transport  
The Bus Station, Hams Road, Lydney Glos GL15 5PE  
Tele: 01594 843809 Email: [dar@lydneydalaride.co.uk](mailto:dar@lydneydalaride.co.uk)  
Charity No. 1005716 Companies House: 2633594  
Adopted: 01.05.2024 version 1

You must not use the emergency exits on any vehicle except in a genuine emergency.

### **Conduct of Passengers – Your Responsibilities**

Whilst travelling with us and to ensure safety for all passengers, you must not:

Smoke, either conventional or electronic cigarettes.

Smoke or inject banned substances.

Damage or deface any part of the bus.

Spit

Use a music system set at a volume that will annoy other passengers, this also includes music played from a mobile phone, laptop, or handheld device.

Offend the driver, passenger assistant or fellow passengers.

Act in a violent or abusive manner

Obstruct the gangway.

Throw items from the bus.

Lean out of the windows.

Leave litter on the bus.

Speak to or distract the driver when the bus is in motion except in emergency situations.

Interfere with any equipment fitted to the bus.

Alter or deface your ticket/pass or present a ticket/pass to the driver which is knowingly defaced.

Engage in any criminal activity.

Distribute any material, sell items or canvass customers whilst on the bus

Place feet on the seats

Make any excessive noise by either singing, shouting or otherwise.

We also ask that you:

Follow the instructions of our staff and act in a manner which shows due regard for the safety and comfort of other customers and company employees.

If the vehicle you are travelling on is fitted with seatbelts, you wear one, unless you have a seatbelt exception certificate.

Notify a member of staff immediately if you sustain an injury whilst boarding, travelling on, or getting off a bus.

Follow the directions of staff concerning the maximum number of passengers that a bus is permitted to carry.

Not distribute leaflets, papers or other articles or offer anything for sale or collect for charity without our prior written consent.

We reserve the right to refuse you entry or require you to leave our buses or premises at any time, should we have reason to believe that your behaviour jeopardises the safety, security, and comfort of others.

If you are in breach of these and other statutory regulations you will be obliged to give your name and address to a company officer or may be restrained or removed from the bus or our premises by a company officer, a police officer or a community support officer and refused further travel without refund.

Whilst we will do everything, we reasonably can control conduct of other customers, we cannot be held responsible for their conduct.

### **Carriage of Wheelchairs, Small Prams and Buggies**

Many of our minibuses can carry wheelchairs. Please advise our booking team when you make a booking if you will have a wheelchair or require the use of a walking aid.

You 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. Failure to comply with this requirement will comprise a breach of Section 3 above and may lead to further action as set out in that section.

Details of approved mobility scooters are available from the office which can also provide guidelines.

### **Luggage**

In the interests of the safety and comfort of all our customers, we restrict the size, type and quantity of luggage or other belongings which you can bring onto our buses.

The driver has the right to refuse to transport any item which they consider to be unsuitable; this is not an exhaustive list but includes the following:

Explosive, hazardous or combustible materials

Uncovered tins of paint, thinners or other similar liquids

Sheets of glass

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#### **Non-folding bicycles**

Any items which could/would cause offence or injury to other passengers or staff

An item likely to cause damage to the bus

Any item of excessive size.

Luggage must not be left in the main gangway of the bus or obstruct any emergency exit points and all luggage remains the responsibility throughout of the passenger.

The Company will not carry luggage/parcels which have been left unattended and items left on board the bus (which could cause a security risk) may be destroyed by the Police.

If you need to carry something hazardous, e.g. an oxygen cylinder with you, you must tell us in advance so we can give permission, if possible, and we can display the appropriate notices on the vehicle.

Our liability for luggage is limited to £500 and you are advised to ensure that you have proper insurance if your luggage is worth more than this.

The company accepts no responsibility for injury caused to any passenger whilst carrying luggage.

#### **Animals**

Guide dogs, hearing or assistance dogs accompanying registered disabled persons are carried on our buses and they travel free of charge at any time. Assistance dogs should wear their harness or identification jacket when travelling. Other dogs or animals are carried at the discretion of the driver.

#### **Fares and Ticketing**

All Fares vary and fares information can be obtained from our office. Please call us if you have a question.

Whenever you board a bus, please either:

Show the driver a valid prepaid ticket, pass or other form of authority to travel e.g. concessionary pass. The driver will check to confirm it is valid for the trip you are making,

Or

Pay the fare for the trip you intend to take to the driver,

Or

Give the driver your name, so you can be checked off on the passenger list.

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Where you make payment to the driver, you should ensure that you are given a ticket which matches with the amount you have paid and is valid for your entire journey.

You should check any change and point out any discrepancies immediately as we cannot correct mistakes later.

Drivers are not able to accept £50 notes and may not always have sufficient change for other large denomination notes. It is helpful if passengers have the correct fare.

You must retain your ticket, pass or other relevant documentation for inspection. If you are unable to show this, or if it has expired or been altered or tampered with, you may be liable to pay a fare for the journey.

It is your responsibility to have a valid ticket for the whole journey and to carry any identification required for the purchase of the ticket you hold, such as student ID, proof of age etc, with you whilst travelling.

You may be liable for prosecution if you do not hold a valid ticket, pass or other relevant documentation.

Due to the nature of our services all fares & passes must be shown anyone without a pass or fare maybe refused travel.

There is no charge for children under 5 years of age when travelling with an accompanying fare paying passenger 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.

Decisions on applications for travel refunds will only be made at our entire discretion and any refund agreed may be subject to a reasonable administration charge.

### **Concessionary Travel Schemes**

Certain services operated by Lydney Dial a Ride & Community Transport may be eligible for use with a concessionary pass. Please check with the office when booking.

When travelling on Lydney Dial a Ride & Community Transport vehicles, concessionary passengers must additionally comply with all aspects of these Conditions.

### **Lost Property**

We will do all that we reasonably can to locate and return any property left on our premises or on one of our buses to its owner. Providing the item is not perishable or objectionable, we will keep it for a month.

If the lost property is perishable and is not claimed within 48 hours of being found, we will dispose of it as we think fit.

If lost property is not claimed within a month, we will become the owner of the property and will dispose of it appropriately.

If the lost property is contained in a package, bag, or other container, we may open it and examine it in order to trace the owner or identify the nature and value of the lost property.

To reclaim lost property, you should contact Lydney Dial a Ride & Community Transport. Under normal circumstances, you will need to collect the lost property from the Lydney Dial a Ride & Community Transport offices at which the lost property is being stored. You will need to pay the cost of postage and packaging in advance if we agree to post the property back to you.

If you find lost property on a bus, you must hand it to the driver.

### **Complaints**

We welcome suggestions and complaints because they help us to improve our services and put things right when they have gone wrong. We want people to contact us rather than just stop using our services. We will handle complaints with tact and consideration and never 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.

We will provide a response as quickly as possible and normally within one week of receipt, even if this is initially to explain what investigation needs to take place and how long this will take.

When comments or complaints are about matters outside our control, we will forward them to the relevant organisation and explain that we have done this.

### **CCTV & Data Protection**

In any circumstances where we collect your personal data, in connection with a retail transaction, a customer survey or other purpose, we will only collect and process your data in accordance with the principles contained in the General Data Protection Act 2018.

Buses and premises 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 you may be provided to the police, DVSA, the Traffic Commissioner or any other enforcement agency at their reasonable request.

CCTV footage is processed by us in accordance with GDPR.

We will take all reasonable precautions to keep your personal details secure, but unless we are negligent, we will not be liable for unauthorised access to information supplied by you to us.

### **Amendments**

These Conditions apply from 1<sup>st</sup> May 2024 and replace all previous Terms and Conditions applying to all or any of Lydney Dial a Ride & Community Transport.

These Conditions may be amended at any time and any revision will be advertised on our website and revised leaflets.