



## Conditions of Carriage

Our aim is to provide safe and affordable services to those unable to use standard public transport because of personal circumstances such as disability or limited mobility or because no public transport is available e.g. in many rural areas.

We operate a Covid-Safe policy. All vehicles are treated at least weekly with a specialist sanitiser known as X-Mist. This material is considered to be a leading industry standard in hygiene treatment. Hand sanitiser is available on all vehicles and all passengers are advised to make use when accessing the vehicles

## General Transport of Passengers

### *Bookings*

1. All transport will be provided in our fleet of accessible 8-16 seater minibuses.
2. Journeys must be pre-booked and generally 24 hours ahead of travel with bookings made by telephone, text or email. However, because of the range of services we offer we try and accommodate emergency requirements such as health journeys on the day. All our journeys are door-to-destination. When booking you will be given a time slot for pick-up on the outward and return journeys. After the elimination of matters affecting journey times which are outside our control such as traffic congestion, formal and signed road diversions, unexpected breakdown of vehicles or adverse weather conditions, we aim to meet our time commitments to a level of 95% of time or better.
3. In order to travel with ACT we require all passengers to provide some essential personal data which we hold in our system in accordance with GDPR and all current data protection legislation. This data is held for your safety and convenience giving us access to update you, your family or carers in relation to travel considerations such as traffic jams and other unavoidable delays. This data will be held in accordance with the statements set out in our Privacy Policy.
4. Wheelchair users can be accommodated on all journeys but will be asked and must provide details of their wheelchair or scooter when booking in order that the required space is allocated, and the correct restraint mechanism are available and in place.
5. Passengers requiring the transport of cycles or dogs should provide the relevant information when booking their journey.
6. Fares for all journeys will be published and will be made clear at the time of booking. Except in exception circumstances (to be agreed by us) fares must be paid in advance or tendered at the

start of travel. Failure to pay will result in a cancellation of the journey and travel may be refused by the Driver on the day.

7. In compliance with the Motor Vehicle (Wearing of Seatbelts) (Amendment) Regulations 2006:
  - Seated passengers aged 14 or over are required by law to wear seatbelts where such are available
  - A child under the age of 14 and less than 135cm in height must wear a seatbelt (suitably adjusted) and a child under three must use a recognised and approved baby or child seat.

The vehicle will not depart until the Driver is confident that these requirements have been met.

### ***Special Conditions***

8. All bags and luggage must be safely stowed. Large items will be located and secured by the Driver before the vehicle departs.
9. Any passenger who is deemed to be under the influence of alcohol or any other substance which would be likely to constitute a danger to the Driver or other passengers will be refused travel. No alcohol for consumption during travel will be allowed on the vehicle.
10. Any passenger deemed to be behaving in an unruly, threatening or intimidating manner may be refused travel. In the event of any incident taking place during the journey we reserve the right to stop the vehicle and call for assistance which could involve the Police.
11. All passengers are asked to limit their consumption of food and drink while travelling in order to maintain a healthy and tidy environment for other passengers.
12. Any passenger will be responsible to us for any damage to the vehicle, its fittings or equipment caused through their negligence, misconduct or any other default which as a result requires us to perform extraordinary cleaning to the vehicle to render it fit for hire. In this case you shall be responsible for paying to us the reasonable costs we incur for such cleaning services.

### **Trips and Excursions**

13. An excursion is a round trip using transport organised by us to a specific place, area of interest or event within the United Kingdom which last no more than a period of 24 hours.
14. Transport will be provided by accessible minibus.
15. The cost of the excursion advertised by us includes the cost of return transport. Unless specifically stated in the excursion programme the price paid for the excursion will not include entry to any premises or events or the price of food and drink at restaurants, hotels, cafes or public houses.
16. We reserve the right to cancel or alter any excursion if there are insufficient numbers of passengers or for any reason which is outside our control, for example adverse weather, or

unexpected mechanical failure which could not have been avoided by our preventative maintenance programme.

17. In the event that an excursion is cancelled our liability to you is limited to your right to receive a full refund of the price paid to us.
18. Where we substantially alter an excursion from that advertised, you have the right to cancel and receive a full refund of the price paid to us.
19. We shall not be responsible to you in any way for any delay or cancellation where such delay or cancellation was unavoidable due to factors entirely outside our control such as for example, traffic congestion, formal and signed road diversions, unexpected breakdown of vehicles or adverse weather conditions.
20. If you wish to cancel your excursion for a reason other than that set out at 4 above, refunds will be calculated on the basis of the reasonable expenses which we have incurred or expect to incur as a result of the cancellation as follows:
  - 30% of the ticket price for cancellations prior to seven days before travel
  - 50% of the ticket price for cancellations made between two and seven days
  - No refund for cancellations made within 24 hours of the date of departure.
21. We will inform you of pick-up times and departure times at least 24 hours before the date of departure. We will adhere to these times except in the case of unforeseen factors entirely outside our control and as exemplified in 19 above. Our scheduling team and/or your driver will confirm these times with you and the departure time of any break taken in the journey.
22. In order to avoid disruption to the enjoyment of other passengers we must adhere to the scheduled timetable for departures. As such vehicles cannot wait for passengers who arrive late on either the outward or return journeys (or after any break in the journey) and the Company cannot be held responsible in any way to you if you miss the vehicle as a result. However, we accept that some delays outside the control of passengers may occur and that events may over run and return to the vehicle may be delayed. We will therefore, on notice from the Hirer or from a named passenger, or an Events Organiser delay our departure until the whole party has assembled.

### ***Special Conditions***

23. The following special conditions apply:
  - For sporting events the Sporting Events (Control of Alcohol Etc) Act 1985 as amended by the Sporting Events (Control of Alcohol Etc) Act 1992 applies and specifically prohibits the carrying or consuming of alcohol on buses travelling to and from designated sporting events.
  - It is also an offence under this legislation for a person carried on a public service vehicle travelling to and from a designated sporting event to be in possession of alcohol and /or to be drunk.

24. Any passenger who is deemed to be under the influence of alcohol or any other substance which would be likely to constitute a danger to the Driver or other passengers will be refused travel at any time during the trip. No alcohol for consumption during travel will be allowed on the vehicle.
25. Any passenger deemed to be behaving in an unruly, threatening or intimidating manner may be refused travel. In the event of any incident taking place during the journey we reserve the right to stop the vehicle, ask the passenger to leave the vehicle and/or call for assistance which could involve the Police.
26. Any passenger will be responsible to us for any damage to the vehicle, its fittings or equipment caused through their negligence, misconduct or any other default which as a result requires us to perform extraordinary cleaning to the vehicle to render it fit for future travel. In this case you shall be responsible for paying to us the reasonable costs we incur for such cleaning services.