



# BEAVER BUS

## TERMS & CONDITIONS

### Introduction

These Terms and Conditions of carriage ("Terms and Conditions") are an important document. They are deemed to be incorporated into and to be conditions of your travel on Our Buses and Your Use of Our products and services. They may change from time to time and the latest version shall apply.

### 1. Definitions

1.1 – Some words set out in these Terms and Conditions have specific meanings. These words start with capital letters so that:

**"Additional Conditions"** – means the additional written conditions (if any) issued or agreed by us which may apply to you in relation to any supplementary products and/or services we have agreed to provide;

**"Annual Bus Pass"** – means a Beaver Bus Pass issued for the School Year in accordance with clause 9;

**"Bus"** – means a bus, coach, taxi or other vehicle provided by us for your journey;

**"CCTV"** – means closed circuit television;

**"Code of Conduct"** – means the Code of Conduct issued by us from time to time available from Our Website;

**"Damage"** – means damage, death, wounding or bodily injury, loss, theft, financial or other economic loss, loss of profit, loss of use, loss of revenue, anticipated savings, and/or loss of goodwill reputation or opportunity;

**"Declaration"** – means a declaration which we may ask you to sign to confirm your agreement to these Terms and Conditions despite the fact that the agreement between us shall be valid and enforceable in the absence of any such Declaration;

**"School Year"** – means the school year from 1st August in one year to 31st July in the following year;

**"Standard Fare"** – means the sum of ten pounds (£10) which shall be the minimum fare which You shall pay Us for each journey during which You travel without a valid Beaver Bus Pass on Our service in accordance with clause 5.1.1;

**"Table of Fares"** – means the table of fares and other fare information available from the Office address upon request;

**"Terms"** – has the meaning given in clause 2.1;

**"Ticket"** – means a ticket (including but not limited to a bus pass, a Beaver Bus Pass or a cash fare Ticket) issued for travel on Our Buses;

**"We" and "Us" and "Our" and the "Company"** – refers to Beaver Bus whose address is Unit 84, The Whittle Estate, Cambridge Road, Whetstone, Leicestershire, LE8 6LH;

**"Website"** – means our website at [www.beaver-bus.co.uk](http://www.beaver-bus.co.uk);

**"You" and "Your"** – refers to you, being a passenger (with or without a ticket) or a person purchasing a Ticket on behalf of the passenger.

1.2 – Any reference to us includes reference to our bus drivers and other Company employees, officers and agents in the course of their duties for or on behalf of Beaver Bus.

1.3 – If any provision or part of any provision of these Terms and Conditions shall be held to be unlawful, invalid or unenforceable, it shall to that extent be severed from these

Terms and Conditions and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions which will remain in full force and effect.

1.4 – These Terms and Conditions shall be governed by and construed in accordance with English law and you and we irrevocably submit to the non-exclusive jurisdiction of the English Courts.

1.5 – No third party shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms and Conditions.

1.6 – Any failure or delay by us to exercise or enforce any right we have under these Terms and Conditions shall not operate as a waiver of that right or preclude the exercise or enforcement of it at any later time.

## **2. The basis of Your Agreement with Us**

2.1 – We agree to carry you on Our Buses solely upon and subject to the terms and conditions set out below, the Code of Conduct (which is available on Our Website) and any Additional Conditions which may apply to you (all as amended from time to time).

2.2 – Together these Terms constitute the entire understanding between you and the Company, set out your legal rights and obligations and form the basis of our legal contract to you.

2.3 – These Terms and Conditions do not affect your statutory rights.

## **3. Duty of Parent/Guardian**

3.1 – If You are the parent or guardian (or other legal person) who purchases a Ticket and/or ticks the Declaration on behalf of someone else, You undertake that You have the authority to act on behalf of the other person and acknowledge that You are responsible for ensuring that Your child (or other passenger) has read and fully understands these Terms and Conditions, the Code of Conduct and any applicable Additional Terms and complies with them as if they were You.

## **4. Tickets**

4.1 – You must hold a valid Ticket for Your entire journey and must carry this Ticket with you at all times on each journey to which the Ticket relates.

4.2 – Upon boarding the Bus You must have Your Ticket out ready and must show all relevant parts of Your Ticket to the bus driver (or other Company employee, agent or officer) promptly without having to be asked or otherwise prompted to do so.

4.3 – Upon request by the bus driver (or other relevant Company employee, agent or officer) at any other time, you must produce all parts of Your Ticket, inspection promptly and without objection.

4.4 – You must check Your Ticket for errors as soon as You receive it and bring any discrepancies to Our attention immediately so that We may rectify them. Discrepancies shall not be rectified afterwards. You are solely responsible for ensuring that Your Ticket is valid for your entire journey.

4.5 – You must check you have paid the correct fare and have been given the correct change at the time of purchase. Errors shall not be rectified afterwards.

4.6 – If you board a bus between fare stages you shall be charged from the previous fare stage. If you alight between fare stages you shall be charged to the next fare stage.

4.7 – You may not break your journey except where a transfer is expressly permitted.

4.8 – Tickets are not transferable.

4.9 – Our issue of a Ticket to You does not give rise to any offer, contract or understanding that Buses shall run on time or at all or that there will be accommodation for You on any Bus.

4.10 – Your Ticket remains our property at all times. You must deliver it up and return it to us immediately upon request.

4.11 – We reserve the right to require you to provide us with proof of identity and/or

proof of age to verify you as the bona fide holder of a Ticket or to confirm your age.

4.12 – If you are aged 16 Years or older, you shall be required to pay an adult fare unless a concessionary fare applies. You may be entitled to pay a child fare if you are between 5 and 15 years of age. Children under 5 years old shall usually be carried free of charge.

4.13 – If you lose Your Ticket, or Your Ticket is defaced, damaged or appear to have been tampered with, it shall not be valid for travel and you must notify us as soon as possible. We reserve the right to decide whether or not to re-issue you a Ticket, acting in our sole reasonable discretion. If we do agree to re-issue you a ticket, in accordance with clause 5.1.4 we will charge you a fee of ten pounds (£10) to cover our costs.

4.14 – When Your Ticket expires, it shall no longer be valid for travel.

## **5. Consequences of travelling without a valid Ticket**

5.1.1 – You shall be liable to pay us either the full adult fare for the whole of your intended journey or the Standard Fare, whichever is the greater (payable on-the-spot or in any event within fourteen (14) days). You will not be entitled to repayment of the Standard Fare at a later date even if you are subsequently able to produce a valid Ticket;

5.1.2 – We have the right to refuse you travel on Our Buses, either temporarily or permanently;

5.1.3 – We reserve the right to refuse to issue you a Ticket or replacement Ticket and/or withdraw Your Ticket;

5.1.4 – We reserve the right to charge you a fee of ten pounds (£10) to re-issue your ticket, if applicable;

5.1.5 – We may report you to any authorities we see fit, including but not limited to your parent or guardian, your school and/or to the police for possible criminal prosecution;

5.1.6 – We reserve the right to seek to recover Our losses from You relating to all infringing journeys You have made, including but not limited to all unpaid fares, amounts equivalent to the concessionary fare income (if any) which We would have received had You purchased a valid Ticket for each journey and Our legal and administrative costs reasonably incurred in taking action against You; and/or

5.1.7 – We make take any other action that we reasonably see fit.

5.2 – Without prejudice to our rights and remedies pursuant to clause 5.1 above, you shall continue to be liable for all sums due to us.

## **6. Payment**

6.1 – Ticket prices shall be as stated in the Table of Fares. We reserve the right to increase fares at any time without notice. The latest prices are available from our offices upon request.

6.2 – The method of payment and any instalment options for payment shall be as set out on Our Website or as otherwise agreed between you and the Company. All monthly instalments shall be payable monthly (during the applicable period) in advance. Payments should be made on the first of each month as requested, not before or after. If you fail to set up payments as requested, this may result in your payment not being allocated correctly and the payment option will be withdrawn.

6.3 – You shall make all payments to us in full and without deduction, set-off or counterclaim. Other than where a refund is given pursuant to clause 8.2, all sums due are non-refundable.

6.4 – No payment shall be deemed received by us unless and until full payment has been received as clear funds.

6.5 – If any sums become overdue the driver will withhold the Ticket but still allow you to travel that day. You will be asked to tell a parent or guardian to call the office that day/evening so that carriage can be continued. If there is no call and the amount remains unpaid, the Ticket will be retained and travel denied until all arrears are cleared. A £15 administration fee will be applied to late payments.

## **7. Concessionary Fare Schemes**

7.1 – We shall accept concessionary travel passes authorised by a relevant local authority to the extent that such concessionary travel passes are current.

## **8. Cancellations and Refunds**

8.1 – You shall not be entitled to cancel Your Ticket at any time. Subject to clause 8.2 below, we shall not give refunds and you shall be liable to us for the full value of the Ticket purchased.

8.2 – Notwithstanding clause 8.1 above, We may consider a refund where there are exceptional circumstances such as you move house or change school. You shall be required to provide documentary evidence of such circumstances. If we agree to giving you a refund, we shall refund the amount we, in our sole discretion deem to be reasonable.

8.3 – The amount of any refund shall be no more than the remaining value of the refunded Ticket and in the case of an Annual Bus Pass shall be no more than an amount which is pro rata to the monies payable against the number of whole terms remaining in the relevant school year (from the date We receive the surrendered Ticket) less an administrative charge of fifteen pounds (£15) the non refundable deposit (£40) will be excluded from the pro rata value.

8.4 – You must return Your Ticket to us prior to being entitled to any refund.

8.5 – No refunds will be considered after the 28th February for **any** circumstances.

8.6 – We shall make reasonable efforts to provide the service we advertise. However, we reserve the right to cease to provide our services or to alter, suspend or withdraw any Bus or aspect of our services at any time immediately and without notice without incurring liability.

8.7 – We reserve the right to arrange appropriate alternative transport at any time to meet our commercial needs and the need of our passengers without notice.

8.8 – We operate all buses on a first come first serve basis. We shall use reasonable efforts to accommodate passengers but we cannot guarantee that you will be able to travel on any particular Bus if that Bus is already full to capacity.

## **9. Beaver Bus Passes**

9.1 – A Beaver Bus Pass shall be valid for one School Year, except that where a Beaver Bus Pass is issued later than the usual 20th August start date in which case it shall be valid for a shorter period, from the issue date until 31st July of the same School Year.

9.2 – The prices for the Beaver Bus Pass shall be set out on Our Website.

9.3 – Payment shall be required to be made either in full by 8th August or be up to date with the current payment plan.

9.4 – Even though we may permit you to pay for the Beaver Bus Pass in instalments, you shall immediately become liable to us for the full price of the Beaver Bus Pass upon it being issued to you. You acknowledge that the monthly instalments do not relate to any particular month but are simply contributions towards discharging your liability in respect of the total annual fee. We reserve the right to recover the full amount upon written notice to you at any time during the School Year, such discretion to be exercised reasonably.

9.5 – Cancellations and refunds are only permissible in accordance with clause 8.1.

9.6 – Notwithstanding the fact that We may refuse to issue a Ticket at Our sole discretion at any time, for the avoidance of doubt We shall not issue a Beaver Bus Pass (or other Ticket as we see fit) to You as the purchaser and/or as the intended passenger, unless and until all sums owing from You (or to be paid on Your behalf) have been received by Us in full as cleared funds. For the avoidance of doubt, this includes but is not limited to full payment having been received by us in respect of all Beaver Bus Pass monthly instalments owed to us for all previous School Years.

## **10. Conduct and Safety**

10.1 – You shall comply with the Code of Conduct when waiting for, boarding, travelling on and alighting from a Bus and shall reasonably consider your own safety and that of other passengers at all times.

10.2 – We can accept no liability for any act or omission by other passengers or third parties.

10.3 – If We consider that you pose a safety risk or a nuisance We reserve the right to refuse Carriage to You, to You and Your luggage from Our Buses or premises, to withdraw Your Ticket and to report You to any relevant authorities. You shall be liable for all losses and claims arising from your improper conduct on board Our Buses or premises.

10.4 – In addition, if you fail to comply with the Code of Conduct, we may take any action we see fit, including but not limited to the following:

10.4.1 – We may require you to leave the bus immediately or at any time after the breach; and/or

10.4.2 – We may refuse you carriage and may withdraw Your Ticket (including but not limited to a Beaver Bus Pass) either temporarily or permanently without us incurring liability to you or being obliged to give you a refund of fare; and/or

10.4.3 – We may impose an on-the-spot fine of ten pounds (£10) on you, payable immediately or in an event within fourteen (14) days of the relevant incident; and/or

10.4.4 – If, in our reasonable opinion, you pose a significant risk to us or to others, we may in an emergency physically restrain you or remove you (or arrange for an appropriate third party to do the same) from the bus or our premises; and/or

10.4.5 – We have the right to report You and have the right to disclose Your personal data and all relevant CCTV footage to Your parent or guardian, Your school, the police and/or to any other authority We deem appropriate; and/or

10.4.6 – We may pursue or assist in the pursuance of any criminal or civil proceedings or other investigations against you; and/or

10.4.7 – We shall hold You liable for all losses in respect of Damage incurred by Us as a result of Your breach, including all legal and administrative costs reasonably incurred by Us in recovering all such sums from You. Interest shall be payable for non or late payment; and /or

10.4.8 – We may take any other action we consider reasonable in the circumstances.

10.5 – For the avoidance of doubt, Damage under clause 10.4.7 includes but is not limited to damage, death, wounding or bodily injury, loss, theft, financial or other economic loss, loss of profit, loss of use, loss of revenue, anticipated savings and/or loss of goodwill, reputation or opportunity.

10.6 – Any action taken by Us in accordance with clause 10.3 and/or 10.4 above shall be without prejudice to any other rights and remedies We may have against You and may be taken in isolation, together or in such succession and shall not in any way preclude Us from taking additional or subsequent action as We see fit as permitted under the Law.

## **11. CCTV**

11.1 – By accepting these Terms and Conditions and/or using Our services, You consent to the use of CCTV surveillance being used on Our Buses and to the recording of images to protect Your safety and that of other passengers, the Company and its employees, officers and agents and third parties, to prevent and detect crime and to apprehend and prosecute offenders.

11.2 – You consent to the disclosure of any recorded images of You to the police, other law enforcement agencies, Your parent or guardian, Your school, other schools, school authorities, legal representatives, the media (where considered reasonably necessary to identify victims, offenders and/or witness to a possible crime) and/or to any other relevant authorities.

## **12. Stopping Places**



12.1 – Buses shall only stop for passengers to board and alight at designated Bus stops or other agreed locations.

12.2 – Buses are not obliged to stop at any Bus stop or other agreed location to pick up or drop off passengers if the bus driver reasonably thinks that to do so will present a risk to safety.

### **13. Personal Data**

13.1 – You must notify Us Promptly in writing upon any changes of your name, address and telephone number, e-mail address or banking details.

13.2 – When you purchase a Ticket from us and/or use our other products or services, we shall ask you to provide us with the personal information including but not limited to your name, contact details and other information. In providing Your personal data to us, You give Your consent for Us to record and retain it, to use it in all subsequent correspondence between Us and You and for Us to disclose it to Your school, Your parent or guardian, to the police and to other parties as We deem appropriate.

13.3 – We reserve the right to disclose anonymous information (by which you cannot be identified) to third parties at any time for any proper purpose.

13.4 – We will never pass on or sell your information to third parties for marketing purposes.

13.5 – By agreeing to our terms and conditions you are allowing us to contact you by email or text message in relation passing on relevant information about or bus services or contacting you about your account.

### **14. Luggage**

14.1 – We shall only carry your luggage at our sole discretion.

14.2 – Prohibited articles shall include but are not limited to the following:

14.2.1 – Food or drinks or other fluids in non-spill proof or open containers (cleaning cost may be payable in the event of spillages, as set out in the Code of Conduct);

14.2.2 – Alcoholic drinks, drugs or other illegal substances;

14.2.3 – Explosive, hazardous, toxic or combustible materials;

14.2.4 – Weapons including but not limited to knives, firearms and swords;

14.2.5 – Articles which we deem unacceptable due to their size, weight, shape or character;

14.2.6 – Non-folding bicycles or similar items;

14.2.7 – Commercial products such as sheets of glass and tins of paint;

14.2.8 – Accumulators and other types of lead/acid battery;

14.2.9 – Any other items which We consider may cause Damage, offence or harm to Us, Our Buses, passengers and/or third parties; and

14.2.10 – Other items which may be referred to as being prohibited from time to time on our Website.

14.3 – You are solely responsible for the safety and security of Your Luggage and shall be liable for any Damage or delay caused to You or Your luggage, to Us, Our Staff, Our Buses and Our property, to passengers and/or third parties by Your luggage being carried on Our Buses or placed at Our premises.

14.4 – We cannot accept any liability for Your Luggage except in respect of Damage suffered to permitted luggage whilst on board a Bus which has been caused by our negligence, in which case our liability:

14.4.1 – shall be excluded in respect of such items as jewellery, money (or equivalent), Bank cards and fragile objects; and

14.4.2 – shall be limited to a total maximum payout of £300 per passenger per annum for all Damages, such sum only payable upon Us assessing and agreeing the value of the alleged Damage.

14.4 – Notwithstanding the above, no action shall lie against us in the case of Damage to

Your luggage unless you make a detailed complaint to us in writing within seven (7) days of the alleged damage.

## **15. Animals**

15.1 – Guide dogs and other animals whose assistance is required by disabled passengers shall be carried by us without charge.

15.2 – Other small, non-dangerous animals may be carried with the prior consent of the bus driver. Where such consent is given, we may charge a reasonable fare for the carriage of each animal.

15.3 – You shall be fully responsible for your animal whilst on board the Bus or on our premises.

15.4 – If your animal dirties or causes damage to a Bus or Our premises, you shall be liable to us for all reasonable cleaning or repair costs incurred.

## **16. Lost Property**

16.1 – If you find any discarded articles on Our Buses or Premises, You must notify us immediately and hand the relevant article to us in the same condition in which you found it.

16.2 – We reserve the right to charge You if You lose, misplace or discard Your property on Our Buses or premises upon return of any such article to You, except where an article is returned to You during the course of the same journey in which case, on being satisfied You are a bona fide claimant, We shall return the article to You without payment or reward.

16.3 – Application for the recovery of any lost property should be made to us in writing.

16.4 – We reserve the right to open letters, packages, bags and other containers left on Our Buses or premises as we deem necessary.

16.5 – If you fail to claim any article within one (1) calendar month of losing it, the property shall be deemed to have been abandoned and we may destroy or dispose of it immediately without notice.

16.6 – Notwithstanding clause 16.5 above, perishable goods shall be kept for no longer than forty eight (48) hours following the time they were found. We reserve the right to dispose or destroy potentially dangerous articles immediately and without notice.

16.7 – We shall not be liable for any Damage howsoever caused to any articles coming into our possession or arising in connection with our custody or return of such article.

## **17. Access**

17.1 – We are committed to trying to accommodate our disabled passengers. Not all of Our Buses are fully accessible at present but we shall try our best to meet your needs where we can.

17.2 – Pushchairs, buggies and prams must be of a reasonable size, be capable of being folded and shall only be carried at the discretion of the bus driver.

17.3 – You shall cooperate and where necessary, change seat to allow passengers with a wheelchair or pushchair to board the bus.

## **18. Statutory Compliance**

18.1 – Where applicable, you agree to comply with your statutory obligations, including but not limited to your obligations under the Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990 as amended, re-enacted or replaced from time to time.

## **19. Liability**

19.1 – We accept no liability for any Damage suffered by You or other parties caused by Buses not running on time or at all, being enough space for You to be carried on any Bus, timetable alterations, the delay, early running, detention, lack of punctuality, suspension, withdrawal, cancellation or deviation of any Bus or Bus service whatsoever including but not limited to Buses breaking down or being defective, inadequate planning, inclement weather or driving conditions, flood strike lockout or other industrial action, other act or omission of the Company, orders of a public authority, military action, riot, commotion, the provision by Us of inaccurate or misleading information or by force majeure. We accept no liability for indirect or consequential Damage howsoever caused. Nothing in these Terms and Conditions excludes our liability for death or personal injury insofar as the same is caused by our negligence or fraudulent misrepresentation.

19.2 – We accept no liability for Damage caused to or by any animals carried by us except in respect of death or personal injury caused by our negligence. Such liability rests solely with the accompanying passenger.

19.3 – as expressly stated in these Terms and Conditions, We accept no liability for any Damage suffered by you relating to Our Bus service.

## **20. *Comments and Queries***

20.1 – Any comments or queries should be sent to Beaver Bus, Unit 84, The Whittle Estate, Cambridge Road, Whetstone, Leicestershire, LE8 6LH.