

# Conditions of Carriage

Revised 20 February 2006

These General Conditions of Carriage are the conditions on which Old London Bus . Limited carries any person and their property and these conditions shall apply to each ticket issued by Old London Bus . Limited and each contract to carry any person entered into by Old London Bus . Limited. Any person who travels on an Old London Bus .Limited service shall be considered to have agreed to be carried on these General Conditions of Carriage.

## 1. INTERPRETATION

### 1.1 Definitions

In these General Conditions of Carriage, the following words shall have the following meanings:-

"hirer" means the person named on the booking form who is responsible for payment of all charges in respect of

"children's ticket" means any ticket issued by us or on our behalf to carry out or arrange for the carriage of children on the following terms:-

- (a) children under the age of 2 travel free;
- (b) children between the ages of 2 and under 14 at a reduced fare;

"coach" means the coach, bus or other road vehicle or other means of transport provided by us, or any other carrier on which you are travelling;

"journey" means each journey you are entitled to make on a service as set out in your ticket;

"luggage" means any property which you bring onto a coach or into a station, including any property carried on your person;

"reduced fare" means a fare other than a standard single or standard return fare;

"service" means any journey to be made by a coach provided or arranged by us or on our behalf for the purpose of carrying persons and their luggage, which is set out in a timetable or quotation published by us;

"Special Conditions" means any additional or special condition relating to a particular ticket or quotation and the method of delivery of a ticket or permit to travel.

"station" means any coach or railway station or air or sea port or stop where a service is to be joined or left or through which a service may pass;

"ticket" means any ticket (quotation or confirmation of booking) issued by us or on our behalf, which sets out our agreement to carry or arrange for the carriage of any person, including the services on which travel is permitted and the fare payable;

"we", "us" and "our" refers to Old London Bus . Limited, a company registered in England and Wales, with registered number 00232767, and whose registered office is at Linnet House, Cranbrook Road Hawkhurst Kent TN18 4AX ;

"working day" means a day other than a Saturday or Sunday on which the clearing banks in England and Wales are open to the public for the transaction of business;

"you" means the person who we have agreed to carry or arranged to be carried, being the person who purchased a ticket or for whom a ticket was purchased, or any person who travels on a service with or without a ticket.

### 1.2 References

In this Agreement, a reference to the singular shall include the plural and vice versa.

## 2. CARRIAGE SERVICES

### 2.1 Our agreement to carry you:

We agree to carry you and your luggage on the journey permitted by your ticket, on and subject to these General Conditions of Carriage and any Special Conditions applicable to your ticket. The applicable Special Conditions shall take precedence over these General Conditions of Carriage.

### 2.2 Carriage of children and young persons:

We will not be obliged to carry any child under 14 years of age unless that child is accompanied by a responsible person aged 16 or over. One child under 2 years of age and not occupying a seat may travel free if accompanied by a full fare paying passenger over the age of 16.

### 2.3 Your ticket:

Your ticket is a record of our agreement to carry you or to arrange for your carriage. Your ticket is our property, and shall be returned to us on request. If your ticket was purchased by someone else, you agree that such person purchased the ticket as your agent. A ticket may only be used by the person(s) named in it or for whom it has been purchased, and may not be transferred to or used by anyone else.

### 2.4 Validity of your ticket:

(a) Travel permitted by your ticket: Your ticket permits you to make the journeys and travel on the services stated on the ticket, subject to any restrictions or statements as to the services, dates, days of the week, and times within a day on which you may travel, set out on the ticket or in any Special Conditions applicable to the ticket. Travel at any other time is not guaranteed.

(b) Period for which your ticket is valid: The last date on which your ticket is valid for travel is the date which is three months from the date on which the first journey under your ticket may be made, or if earlier the seasonal termination of the service, on which that ticket permits you to travel or any date specified as the last date for travel by any applicable Special Conditions. Tickets of less than standard fare will normally be subject to restrictions as to the dates and services on which they may be used.

(c) Expiry of your ticket: When your ticket expires, it is no longer valid for travel. However, if your ticket expires during any journey you are making, then if your ticket was valid at the time your journey commenced or should have commenced, its validity will be extended to allow you to complete your journey.

(d) Ownership of ticket: Your ticket remains our property at all times and if a ticket is defaced, damaged or tampered with, or lost, it is not valid for travel. We reserve the right to refuse to issue a replacement ticket in such circumstances. If we exercise our right to refuse to issue a replacement ticket, we will notify you within 7 days of so refusing setting out the reason for withdrawing the ticket.

### 2.5 Seat reservations:

(a) Making a seat reservation: If you wish to reserve a seat on a particular service you must make the reservation before your required departure date. All reservations are subject to availability of seats on the service for which you request a reservation and you will not be given a reservation if no seats are available on the service. A reservation of a seat does not guarantee you a particular seat on a coach and we may alter the seat which is assigned to you at any time.

(b) Cancelling or changing seat reservations: You may cancel or change your reservation, by notice to us. However, cancellation and changes to reservations after the departure of your required service shall be considered to be a cancellation of the ticket. Tickets altered within 72 hours of the reserved time will not be refunded if subsequently cancelled. Certain ticket categories have special conditions which do not permit changes to or cancellation of reservations.

(c) Administration Charge: We will charge a reasonable administration fee for making, changing, or amending a seat reservation.

### 2.6 Amendments to your ticket:

(a) Permitted amendments: Subject to any Special Conditions applicable to certain tickets, you may request the following amendments to your ticket once it has been issued: an amendment to the type of ticket (such as from a discounted to standard fare ticket); an amendment to the period of validity of the ticket (but to a date no later than the maximum period of validity of your ticket as set out in Clause 2.4(b)); and an amendment to the destination(s) of the ticket (provided that you still travel on the same service and not any other service).

(b) Time limit for making alterations: If you wish to make any amendments, you must request these amendments prior to the departure of the service on which you are to make the first journey permitted by your ticket, otherwise the amendment will be treated as a cancellation and issue of a new ticket.

(c) How amendments/alterations may be made: Amendments to tickets may only be made by our offices, agents, via our customer service telephone line on 08705 808080 or the [nationalexpress.com](http://nationalexpress.com) website. In the latter two cases an amendment reference will be supplied to you which must be quoted when travelling. A reasonable administration fee will be charged for amending a ticket.

(d) Effect of amendment: If on the day of travel the ticket is altered, or an open dated ticket validated, and it is not a standard fare, then the additional fare between the fare paid and the standard fare will also be charged. An amendment to a ticket shall constitute an amendment to our contract with you. If the published fare payable for the ticket as amended would be more than the fare already paid for that ticket, then an additional fare will be payable for the difference, but the fare already paid by you will not be refunded except in accordance with any refunds expressly allowed under these General Conditions of Carriage.

### **3. CARRIAGE BY OTHER CARRIERS**

3.1 Where you have a separate Contract with that other Carrier:

(a) Where a ticket specifically includes carriage by another carrier: If any journey permitted by your ticket is for or includes travel on a service provided by a carrier other than ourselves, then we contract with you as agent for that carrier, for the purposes of that journey, and the carriage contract for that service will be between you and that carrier, and be on and subject to the terms and conditions of carriage of that carrier notified to you or otherwise published by that carrier.

(b) We may arrange carriage by another carrier: We may at any time arrange for you to be carried for any part of a journey or service by a carrier other than us. For this purpose you appoint us as your agent with authority to negotiate and conclude a contract for that carriage between you and that carrier. We will use reasonable endeavours to negotiate a fair and reasonable contract on your behalf, and we shall be considered to have made a fair and reasonable contract if the contract for carriage with that carrier is made on the published conditions of carriage of that carrier, or on conditions similar to these General Conditions of Carriage.

3.2 Where no separate contract with other carrier:

Carrier will be treated as our sub-contractor: If you are carried by any carrier other than ourselves for all or any part of a journey or service, and you do not have a contract with that carrier, then that carriage shall be considered to have been provided by the carrier on our behalf as our sub-contractor, and these General Conditions of Carriage shall apply to all such carriage.

3.3 Liability in relation to carriage by another carrier:

(a) Liability of Other Carrier: If you have a separate contract for carriage with any carrier, then we shall have no liability to you if that carrier fails or delays in carrying you, or for any other act or omission of that carrier, and you shall make your claim for any loss or damage you suffer against that carrier.

(b) Our Liability: If we do have any liability to you for any act, omission, negligence, or default of any other carrier (whether or not you have a separate contract with that carrier) then our liability to you shall be as if we had carried you on and subject to these General Conditions of Carriage and that carrier were our sub-contractor.

(c) Entitlement of the Other Carrier: Where you are carried by any other carrier for the whole or any part of a journey, you shall owe your obligations under these General Conditions of Carriage and any Special Conditions to that carrier as well as us, and that carrier shall be entitled in common with us to the benefit of any rights, remedies or limitations of liability which we have set out in these General Conditions of Carriage and any applicable Special Conditions.

#### **4. PASSENGER RESPONSIBILITIES**

##### **4.1 You must check your ticket:**

You must check your ticket (quotation or confirmation of booking) for errors as soon as you receive it. If your ticket was issued to you in person from our offices or agents, then you should check your ticket at that time and bring any errors immediately to the attention of the person who issued the ticket to you. If your ticket was delivered to you by post or any other method, then you must inform us of any errors no later than 2 working days after you receive your ticket and in any event prior to the stated departure time or day of the service.

##### **4.2 You must travel with your ticket:**

You must take your ticket with you whenever you travel on a service, and you must produce your ticket for inspection when asked. If you do not take your ticket with you when you travel, or do not produce your ticket when asked then you will be considered to have travelled without a ticket. If you do not have a ticket when boarding, and subject to seats being available, a ticket must be purchased from the driver.

##### **4.3 You must travel with a valid ticket:**

(a) Travel without a valid ticket: You must travel with a valid ticket. You will be considered to have travelled without a valid ticket if you travel without a ticket at all or fail to purchase a ticket from the driver prior to the departure of the service, or you travel with a ticket which you are not entitled to or you travel without a ticket which you have purchased, or you travel on any service on which your ticket does not permit travel, or you travel in breach of the General Conditions of Carriage or any Special Conditions applicable to your ticket, or you travel after the expiry date of your ticket, or you travel further than your ticket permits, or you travel with a ticket which is declared by these General Conditions of Carriage or any Special Conditions to be invalid.

##### **4.8 You should arrive at the boarding point at least 10 minutes before departure:**

(a) Arrival: You should arrive at the boarding point for a service at least 10 minutes prior to the timetable departure time for that service.

(b) Effect of late arrival: We shall not be liable to you if you miss any service as a result of your late arrival, and shall not be obliged to hold up any service to wait for you, or to provide a seat on any other service, if you miss a service.

##### **4.4 You must allow sufficient time for connections:**

You must allow plenty of time for a service to arrive in time to connect with any other services:

(a) Other Forms of Transport: You must allow plenty of time for a service to arrive in time to connect with other forms of transport provided by other carriers on which you are planning to travel. Where such other form of transport involves air travel we recommend you allow at least 60 minutes before your flight check in time;

(c) Transfer of Luggage: If you have to change from one coach to another you will be responsible for transferring yourself and your luggage between coaches, unless other arrangements have been made.

##### **4.5 Mid-journey refreshment breaks:**

If a short halt is made on a service for toilets or refreshments, you must return to the coach punctually within the time allowed for the halt. We shall not be obliged to hold up the coach to wait for you, and we shall not be liable to you if you miss the coach because you return later. We will not reimburse any additional costs you may incur as a result of you missing the coach.

##### **4.6 Joining and leaving a service:**

You may not board or leave any service except at the starting, or finishing, point of your journey, save for any mid journey refreshment break permitted in Clause 4.9 above.

4.7 You may not make breaks in your journey:

You may not break any journey permitted by your ticket (quotation or confirmation of booking) except where there is serious delay. If after you commence a journey, you are prevented from travelling further by reason of illness, we will at our sole discretion permit you to break your journey, and to resume your journey on the next service which is available after you become fit to travel again.

4.8 Emergency Contact:

In emergencies we recommend that you call the helpline telephone number displayed on the ticket (quotation or confirmation of booking): 07721 335500.

4.9 Breach of conditions applicable to your ticket:

If you fail in a material respect to comply with any condition that governs your ticket (quotation or confirmation of booking), we may cancel the ticket, and refuse you further carriage, without any obligation to refund the fare or other liability to you.

## **5. OLD LONDON BUS . RESPONSIBILITIES**

5.1 Our obligation to carry you:

It is our obligation to carry you and your permitted luggage on the journeys permitted by your ticket, on and subject to these General Conditions of Carriage and any Special Conditions. We will make reasonable efforts to carry you with the minimum discomfort and inconvenience.

5.2 We will not carry animals:

We will not carry dogs or any other animals (other than guide dogs accompanying registered blind persons, and hearing dogs accompanying deaf persons) on any of our services.

5.3 Timetable of Services:

The published running times of any service are only stated approximately and we will use reasonable endeavours to minimise any disruption to your journey. In the event that our services are delayed or cancelled we will notify you of the delay and any alternative timetable as soon as reasonably practicable.

5.4 Our right to cancel:

We reserve the right to alter any timetables or suspend, cancel or withdraw services, or terminate a service once it has commenced, without notice whether before or after you have reserved a seat on the service, and to substitute an alternative service.

5.5 Our liability for cancellations and withdrawals of services:

(a) Our liability is limited to what is stated in these Conditions: Except as provided in these General Conditions of Carriage, we shall not be liable for any loss, damage, liability, or cost suffered by you as a result of any cancellation or withdrawal of any service by us, or any delay to any service, or termination of any service.

(b) No liability if you have no reservation: If we cancel or withdraw a service before it has commenced and you do not have a seat reserved on it, we shall have no liability to you.

(c) Cancellation before service has begun: If we cancel or withdraw a service before it has commenced, otherwise than due to a circumstance beyond our reasonable control, and you do have a seat reserved on it, our liability will be at our option to:-

(i) carry you on another service with available seats and where necessary extend the validity of your ticket (quotation or confirmation of booking);

(ii) make suitable alternative arrangements to carry you to your destination on another coach, or other mode of transport as we deem fit; or

(c) Cancellation after service has begun: If a service on which you are travelling commences and is terminated before reaching your destination, other than for a reason outside our control, our liability will be at our option to:-

(i) make suitable alternative arrangements to carry you to your destination, such as another service, carrier, coach, train, private car, or taxi, which you shall not unreasonably refuse; or

(ii) provide a substitute coach, which may lack all of the advertised facilities;

5.6 We have no liability for circumstances beyond our control:

We shall have no liability for any delay or failure to carry you, or for breach of contract, where caused by a circumstance beyond our reasonable control. The following shall be considered to be circumstances beyond our reasonable control: war or threat of war, accidents causing delays on the service route, exceptional severe weather conditions, fire and/or damage at a station, compliance with requests of the police, customs or other government officials and security services, deaths and accidents on the road, vandalism and terrorism, unforeseen traffic delays, strike/industrial action, riot or local disturbance or unrest, problems caused by other customers, bankruptcy, insolvency or cessation of trade of any carrier used by us and other circumstances affecting passenger safety.

5.7 Our maximum liability to you:

Our maximum liability to you for any reasonable and foreseeable loss, damage or liability (including but subject to the limitation set out in Clause 7.11 for loss or damage to your luggage) which you may suffer or incur as a result of our failure to carry you, our delay in carrying you, breach of our contract to carry you, our negligence in connection with carrying you, or the deliberate or negligent acts or omissions of any of our officers, employees, agents, representatives or sub-contractors, shall be limited to an aggregate of £1000.

5.8 Death and Personal Injury:

We do not exclude or limit our liability for death or personal injury resulting from our negligence, nor where you deal as a consumer exclude your statutory rights.

## **6. REFUNDS**

6.1 What refunds are allowed:

You are not entitled to cancel your ticket, and we shall not be obliged to refund to you any fare for your ticket in any circumstances, except for any refunds expressly allowed in these General Conditions of Carriage or any Special Conditions.

6.2 Refunds for cancellation of service:

If the coach you were booked to travel on is cancelled you will be entitled to 90% refund of your ticket.

6.3 General rules for refunds:

In any case where we are obliged to provide a refund, we will only be obliged to give you that refund on the following conditions:-

(a) You must make the refund claim: You must make your claim for a refund yourself and if asked you must provide reasonable proof of your identity and purchase. If you have a ticket which covers more than one person, the claim for a refund must be made by all of those persons at the same time. You are only entitled to a refund if you have paid the fare which is being refunded.

(b) Where you must make the claim: If you make a claim at least 4 weeks prior to the departure time shown on your ticket you may contact the office or agent who issued the ticket or if you purchased the ticket via the telephone booking office, by contacting the telephone ticket sales office, in accordance with Clause 6.2 above. If you make a claim after the departure time shown on your ticket or you are unable to contact the original issuing office you should write direct to the Refunds Department, Old London Bus . Limited, Linnet House, Cranbrook Road, Hawkhurst Kent TN18 4AX enclosing your ticket (confirmation of booking) and an explanation as to why you could not use it.

(c) Time Limits: Your claim for a refund must be made no later than 28 days after the date on which your ticket is valid for travel.

(d) You must return your ticket: When making your claim for a refund, you must return your ticket to us no later than 28 days after you cancelled your ticket (confirmation of booking) and made your claim for a refund. We will not be obliged to give you a refund until we have received your ticket.

(e) Refund charge: We will make an administrative charge of £25 (as such charge may be amended by us from time to time) for giving a refund and cancelling your ticket except if the refund was made because of a cancellation or withdrawal of a service. We may deduct from the amount of any refund, any amount which we are entitled to charge for giving that refund.

(f) Effect of refund: If we give you a refund, then your ticket will be cancelled, and we shall have no further obligation to carry you under that ticket.

## **7. LUGGAGE**

### **7.1 Permitted Luggage:**

We will carry your luggage on and subject to these General Conditions of Carriage and any applicable Special Conditions. You are allowed to take onto a service one or two medium sized suitcases or rucksacks (no more than 20kg per item) and one small piece of hand luggage. In this context, hand luggage means something that is capable of fitting in an overhead luggage rack or under seats. We shall have no obligation to carry luggage in excess of the permitted amount. We may agree to carry additional luggage such as skis and folding/dismantled bicycles, subject to available accommodation, provided that they are packed in a purposely made, fully protective wrapping and collapsible manual wheelchairs. If we agree to carry any particular luggage on any journey this does not mean that we have agreed to carry that luggage on any subsequent journey you make. Fragile items such as electrical goods, portable televisions and radio will only be carried if they are of reasonable size and securely fastened. Drivers will load your luggage on or off coaches except where in the reasonable opinion of the driver, your luggage exceeds the recommended weight, whereby you will be responsible for the lifting of your luggage, on or off the coach.

### **7.2 Prohibited contents:**

(a) Prohibited luggage: We are not obliged to carry any of the following items of luggage, and you may not bring them onto any coach without our permission: any alcoholic drinks or drugs (other than medicines) for the purpose of consuming them, weapons, drugs or solvents (other than medicines), live or dead animals, fish or insects, battery powered wheelchairs / disabled scooters, prams, non folding pushchairs, non-folding bicycles and surfboards, or any items which are in our opinion are unsafe, or may cause injury or damage to property, or which are considered by us to be unsuitable for carriage by reason of their weight, size, shape or character, or which are fragile or perishable, or items with sharp or protruding edges, or any item over 20kg in weight.

(b) What happens if you take prohibited luggage: If you take any of these items onto any coach, we may remove them from the coach immediately on discovery, and leave them outside the coach, wherever they may be situated. If you have any doubts as to whether we will carry any particular item, you should obtain our written confirmation before purchasing your ticket. If you take any prohibited items of luggage onto a coach or into a station, we shall not be liable for any loss or damage occurring to such items for any reason whatsoever.

### **7.3 Packing and identification of luggage:**

You must pack your entire luggage safely and securely, and lock and fasten it, with a view to protecting your luggage from loss, damage or interference, and to protecting any other property on a coach from being damaged by your luggage. All luggage which is given into our custody should be clearly and appropriately labelled and include a contact telephone number where possible. We will not be obliged to carry any luggage which has not been properly packed or labelled.

### **7.4 Inspection of luggage:**

We shall be entitled to inspect your entire luggage, for the purpose of ensuring compliance with the above requirements. We shall not be obliged to carry you or your luggage, and shall be entitled to remove you from any coach, if you refuse to submit to a search.

### **7.5 Storage of luggage:**

All luggage other than hand luggage will be stored in any hold or other storage compartment on the coach, and not in the passenger compartment of the coach.

### **7.6 Getting the luggage onto a service:**

Drivers will load and unload luggage, except as described in 7.1 but it is your responsibility to see your luggage put on and taken off a coach, or checked-in at any station where check-in arrangements apply. Except for any luggage stored in the hold of a coach, you must also look after your luggage at all times, including at any station and your hand luggage whilst on a coach.

#### 7.7 Restricted stops:

There are some stops where for safety reasons we are unable to load and unload luggage. Such stops are shown on our published timetable leaflets. At these stops only hand luggage is permitted.

#### 7.8 Small valuables and important items:

Small valuable items should not be stowed in the luggage hold under any circumstances but should be taken on board a coach as hand luggage. Small valuable items includes money, medication, jewellery, precious metals, laptop computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports, visas, tickets and identification documents. Small valuable items may be placed in the overhead racks or under your seat, but should not be left unattended by you. Where possible, small valuable items should be carried on your person.

#### 7.9 Lost Luggage:

##### 7.9.1 Our liability for lost luggage:

If you leave behind or lose any of your luggage on a coach or at a station we shall take reasonable care of that luggage.

##### 7.9.2 We will store lost luggage:

If we find any of your luggage on a coach or at a station, we will store it at such location as we may decide, but all such storage will be at your risk. We may charge you a reasonable administration fee for the storage and return of your lost luggage.

##### 7.9.3 Our right to dispose of lost luggage:

If you have not collected your lost luggage within 1 month of our receiving or finding it, we may dispose of your luggage in any manner we wish, including by destruction or sale, and we shall be entitled to keep any sale proceeds. We shall be entitled to open and examine any left or lost luggage. If there are any items which we consider are dangerous or perishable or otherwise unsuitable for storage, we shall be entitled to dispose of those perishable items within 48 hours of our receiving or finding such items.

##### 7.9.4 You must hand over lost luggage of other people:

If you find any property of any other person on any coach or at any station, you must hand it over to us immediately. If you find any property on any coach you shall hand it over to the coach driver where possible.

#### 7.10 Notification of loss or damage:

If during any journey you should lose any of your luggage or any of your luggage is damaged you must notify a member of our staff as soon as possible after you discover the loss or damage. You must confirm any loss or damage of your luggage within 72 hours after the end of your journey by writing to the Lost Property Department at Old London Bus . Limited, Linnet House, Cranbrook Road Hawkhurst Kent TN18 4AX, or email us at [mail@oldlondonbus .co.uk](mailto:mail@oldlondonbus.co.uk) or any other advertised address for the purpose. If you do not notify us of any loss or damage to your luggage as required, then we will not be liable for that loss or damage.

#### 7.11 Our liability for loss or damage to Luggage:

Your luggage shall be at your risk at all times, and we will only be liable for any loss of or damage to your luggage caused by our negligence. Our maximum liability to you for any loss of or damage to your luggage, whether for breach of contract, breach of any duty of care in relation to the luggage, our negligence, or any deliberate or negligent acts of any of our employees, agents or representatives, shall be limited to £100 for all such loss or damage. You should insure your luggage with reputable insurers against all usual and normal risks of loss or damage, to the full replacement value of the luggage, with no excess.

## 8 PASSENGER BEHAVIOUR

### 8.1 Required behaviour and prohibited behaviour:

You shall behave in a reasonable, sensible and lawful manner on a coach and at any station, comply with any request from a member of staff concerning the availability of certain seats reserved for disabled passengers, use mobile phones considerately with the comfort of other passengers in mind and you shall not: be abusive or threatening to any staff or any other person; or conduct yourself in a way which may endanger yourself, any coach or station or any person or property on board any



coach or at any station; or obstruct any driver, crew, officer or staff in the performance of their duties or fail to comply with their instructions; or behave in a manner which causes discomfort, inconvenience, damage or injury to other persons; or obstruct or allow any of your luggage to obstruct any aisle or emergency exit; or play any radios, cassette or CD players, personal stereos, musical instruments or radio or electronic devices that are audible and distracting or annoying to any person or which interfere with or render less audible any public address system or other equipment, or take onto any coach or into any station any alcoholic drinks or drugs (other than medicines) for the purpose of consuming them, or consume them on any coach or in any station, or consume or take any hot food onto the coach, such as chips, or other takeaway foods; or board any coach whilst under the influence of alcoholic drinks or drugs; or smoke; or board any coach whilst you are seriously ill or suffering from any serious contagious illness.

#### 8.2 Food and Drinks:

Customers are welcome to bring on board the coach hot drinks, provided they are fitted with a safety lid to avoid spillage, cold non alcoholic drinks and cold food.

#### 8.3 Consequences of bad behaviour:

If you fail to comply with any of the behaviour rules in Clause 8.1, or we have reason to believe you may continue any conduct in breach of those behaviour rules, we shall be entitled to restrain you, remove you from the coach or station, refuse you further carriage, cancel your ticket without refund, and take any other measures as we consider necessary to prevent continuation of such conduct.

#### 8.4 Our liability for behaviour of other passengers:

Whilst we will use our reasonable efforts to control the behaviour of other passengers on a coach or at a station, we will not be liable to you for any act or omission of any other passenger on a coach or at a station.

## **9 GENERAL**

#### 9.1 Governing Law:

Your ticket, the contract with us to carry you, and any carriage we provide to you shall be governed by English law, and the English courts shall have exclusive jurisdiction.

#### 9.2 Severability:

Each of the provisions of these General Conditions of Carriage shall be separate and severable. Should any provision be invalid or unenforceable, it shall be severed from these General Conditions of Carriage, and the remaining provisions of these General Conditions of Carriage shall continue in full force and effect and be amended as far as possible to give valid effect to the intentions of the parties under the severed provision.

#### 9.3 Your personal data:

Your personal data (including details of and copies of your travel documentation) given to us by you or our agents or representatives may be kept on record by us, and used and disclosed by us for the purposes of administering your ticket, purchasing tickets for your carriage by carriers other than us, making seat reservations for you for travel on any service, administering, performing and exercising any rights under your carriage contract with us, these General Conditions of Carriage and any Special Conditions, and complying with any legal obligations we may have to make available such data to government agencies or other persons in connection with your travel. In carrying out this purpose, we may disclose your personal data to our own offices, our agents and representatives, sub-contractors, government agencies, and any other carriers. You consent to this receipt, use, disclosure and transfer of your personal data.

#### 9.4 Amendments and waivers:

None of our employees, agents, or representatives, has authority to alter, modify or waive any provision of these General Conditions of Carriage or any Special Conditions.

#### 9.5 Third Party Rights:

Unless otherwise stated in these General Conditions of Carriage, no person other than you and us shall have the benefit of or be entitled to rely upon or enforce any term of these General Conditions of Carriage or any other term of the contract to carry you and the Contracts (Rights of Third Parties) Act 1999 shall not apply.