the VOLUNTARY NETWORK

Conditions of Carriage

Introduction

We welcome all passengers to our services and hope you enjoy safe and comfortable travel with us.

On buying a ticket or pass to travel on our services (from now on referred to as 'the Operator' you enter into an agreement with the Operator. Your attention is drawn to the information provided in this document, which must be observed. These conditions cover the legal regulations that govern the way customers should conduct themselves when travelling on the Operators' services. In travelling on our services, you are deemed to have agreed to be carried under these conditions. These conditions replace all previous editions and may be amended at any time.

Safety

The primary concern of the Operator is the safety and comfort of every passenger. All passengers must behave in a manner that shows consideration for the safety of other passengers and staff, including any passengers with mobility impairment.

Passengers may only board or alight at recognised bus stops (or a place considered safe by the driver where hail and ride applies). The Operator accepts no responsibility for passengers boarding or alighting at any other place or when the bus is moving or preparing to pull away. The driver is not permitted to allow passengers to board or alight when the vehicle is in motion, held up in traffic or stationery at traffic lights. At bus stations, passengers cannot be picked up once the vehicle has left the stand.

Where a passenger intends to board an approaching bus, a clear signal should be made as an indication to the driver. When a passenger intends to alight, the driver should be alerted when first boarding, calling out 'next stop'.

For reasons of safety, a passenger on a vehicle must not:

- Use any door for a purpose other than as indicated by a notice, unless directed to by the driver
- Enter or remain on the vehicle when requested not to do so by the driver or Operator on the grounds that the vehicle is carrying its full complement of passengers.

- Endanger the safety of, or cause discomfort to, or impede, anyone travelling on a vehicle, including the driver or any other employee working on the vehicle
- Trail or throw anything from the vehicle
- Cause a distraction by speaking to the driver while the vehicle is moving, unless in an emergency or to deal with matters of safety, or to give directions in respect of stopping the vehicle
- Distract the driver or obstruct his vision
- Lean out of the vehicle
- Bring a cycle onto the vehicle, unless it is a folded cycle and there is sufficient space for it to be stored without causing an obstruction
- Use roller skates, roller blades, scooters or skateboards on the vehicle
- Obstruct the gangway or exists with pushchairs, luggage or shopping
- Deliberately interfere with the vehicle's fitted equipment
- Carry inflammable liquids
- Travel with a loaded firearm or other dangerous or offensive weapon
- Carry paint, certain chemicals or other liquids or substances unless in suitable sealed containers
- Carry any item that the driver considers may have the potential for injury, damage, and/or inconvenience to other passengers and/or their property
- We do not carry mobility scooters

If an injury is sustained whilst travelling on our services, the driver or another member of staff must be notified immediately

Without prejudice, should a passenger breach any of the Conditions, or any other implied conditions or duties under law, the Operator has the right to recover compensation for any loss, injury and damage to the company or employee, as a result of such breach. This includes costs of repairing or replacing damaged property.

Passenger responsibilities

Any passenger in contravention of the Conditions and other statutory regulations may be required to provide their name and address and proof of identity to a member of staff; or may be required to leave the bus by a member of staff or Police Officer at the request of the driver. In such circumstances they may be refused further carriage and will not be entitled to any refund on the fare paid.

Whilst the Operator will do everything within reason and with safety to control the conduct of other passengers on our buses, it cannot be held responsible for their actions.

Conduct of Passengers

Passengers must not:

- Use obscene or offensive language or conduct themselves in a riotous or disorderly manner.
- Spit upon, or wilfully damage, soil or defile any part of the vehicle or employee
- Put feet on seats
- Whilst on the vehicle distribute printed or similar matter of any description or distribute any article for the purpose of advertising
- Discard litter on the vehicle. Used tickets and other litter should be taken off the bus
- Play or operate any musical instrument or sound reproducing equipment in a manner that could cause annoyance to other passengers. This includes music from a mobile phone
- Make excessive noise by singing, shouting or otherwise
- Offer for sale any article when travelling on a vehicle, except with specific permission

Where a passenger's condition could be offensive to other passenger's or the condition of dress or clothing could reasonably be expected to soil the vehicle or clothing of other passengers, then the passenger can be refused entry or asked to leave, without refunds for any fare paid.

The Operator accepts no responsibility for a passenger failing to alight at their destination.

Some seats of buses are designated as priority seats for certain categories of passengers. Appropriate categories of passengers have priority over other passengers for these seats.

Carriage of Wheelchairs and Pushchairs

In small buses or non-low floor vehicles operating a scheduled timetabled bus service, wheelchairs cannot be accommodated. Pushchairs may be carried if folded and sufficient space permitting, the child must be of sufficient age and weight to sit in a bus seat with a seat belt.

CCTV

The Operator may use CCTV cameras on vehicles to protect the safety of passengers and the driver. CCTV footage from the Operator's vehicles may be passed to the police to be used as evidence by the police or Operator in prosecuting criminal activity or in assistance of identification. The Operator in relation to CCTV on its vehicles observes the provisions of the Data Protection Act 1998 and the CCTV Code of Practice.

Smoking

Passengers must not smoke any substance; carry lighted tobacco, lighted matches or a lighted cigarette lighter. Passengers found smoking may be directed to leave the vehicle, in which case no refund shall be made.

It is an offence to smoke in premises that are open to the public. Smoking in a smoke-free place can be dealt with by way of a fixed penalty notice of £50, or in a magistrates' court, where the maximum fine is £200.

Food and drink

Passengers must not drink or eat food or other items that may cause annoyance to other passengers or our staff. Intoxicating liquor must not be consumed on the vehicle.

Security

The driver must be advised if any suspicious article or package is seen on or near a vehicle.

Luggage

The safety and security of a passenger's luggage shall be that passenger's responsibility, and except where caused by the negligence of the Operator, its employees or agents, a passenger shall be liable for any injury, damage or loss caused to the Operator, its property or employees by any luggage brought onto Operator's vehicles. The Operator is indemnified against any liability to third parties for any injury, damage or loss caused thereby.

In the event of the Operator being liable under this condition, such liability shall in respect of any one claim be limited to a maximum of £400 per passenger, or, if of lesser value, based on the assessed value of the luggage.

The Operator reserves the discretion to refuse to carry any items of luggage that could cause inconvenience, danger or offence to other persons. Carriage of luggage is restricted on safety grounds to where space is available.

The Operator will not carry parcels or luggage that is left unaccompanied. Unattended property is a security risk and can cause unnecessary delays to the service. It will be removed by staff and may be destroyed by Police.

Lost Property

Any passenger finding property accidentally left in a vehicle shall immediately hand it to the driver of the vehicle.

The driver will return the property to the office from which the service is operated, within 24 hours of receiving it. If, before the property has been taken to the office, the property is claimed by a person who satisfies the driver as being the owner, it shall be returned to that person without fee or reward, upon that person giving their name and address to the driver.

Lost property received at the office will be kept for one month, provided it is not perishable, in which case it will be disposed of after 48 hours, or objectionable, in which case it will be disposed of immediately. After the relevant time has elapsed, any property remaining unclaimed may be destroyed or donated to charity.

Any passenger leaving property on a vehicle is advised to report the loss to the Operator as soon as possible, giving full particulars of the property lost.

On claiming lost property, proof of identification may be requested. The passenger must attend the office to collect the lost property, or send written authorisation, and cover the cost, for it to be despatched by post. Lost property, once handed into the office, cannot be returned on a bus to the owner. Certain items, including passports, driving licences and credit cards must be returned to the issuing authority and cannot be returned directly.

Dogs and other animals

Assistance dogs are able to travel on all our services.

All other animals must travel in a suitable container.

Any animal causing a nuisance or inconvenience to other passengers may be removed from the bus. It is the responsibility of the passenger bringing the animal on board to ensure it is kept under appropriate control at all times, in suitable container. The Operator shall not be liable for any loss of or injury to any animal carried. Owners are held liable for injury or damage caused by their owner.

Provision of Service

It is the Operator's aim to run all services reliably, consistent with the timetable. However, there are circumstances where buses cannot be run at the frequencies or times advertised, including, but not limited to, adverse weather conditions or unpredictable delays caused by traffic congestion, road works or diversions.

The Operator accepts no responsibility for any loss, damage or inconvenience arising through a failure to operate services as advertised. The Operator will not pay for taxi fares or other journey costs.

It is not possible to guarantee that all passengers will have a seat for each journey. There may be circumstances where it is not possible to board a service due to the vehicle already being fully loaded.

The Operator reserves the right to alter, withdraw or suspend services, fares and conditions without notice.

Payment of fares

All fares should be paid by card, we offer contactless payments. Unfortunately, we are no longer able to accept Cash.

Most fares are organised in stages. A passenger boarding between two stages is charged from the previous stage and a passenger disembarking between two stages is charged to the following stage.

A passenger who has failed to pay the fare before the end of their journey shall pay it to the driver or official on request and in any case before leaving the vehicle unless otherwise agreed.

Passengers paying a fare can request a ticket showing the fare paid. Any ticket must be kept and be available for inspection for the whole of the journey or until it has expired.

Tickets can only be used by the person they were bought for.

If, on boarding the vehicle the passenger is asked to pay a fare believed to be incorrect, the passenger is asked to pay the fare requested and then refer the issue to the Operator. It is not possible for the driver to override the ticket machine. Any errors will be rectified, and a refund given if appropriate.

If a passenger is able to pay for their journey, but the driver is unable to give change, the passenger can choose either to obtain change from somewhere else (provided the bus is not delayed) or to overpay for their journey and receive an overpaid fare slip, which upon production to the driver may receive their change subject to sufficient being available to the driver.

Passengers are not permitted to buy two or more tickets if this is cheaper than buying one ticket for their journey.

Passengers with a pass or pre-paid ticket valid for part of their journey must pay for the rest of their journey when boarding the bus. Passengers with a valid pass or pre-paid ticket have no priority on boarding over fare paying passengers.

The Operator accepts no liability for a holder of a pre-paid ticket being unable to use their ticket due to lack of room on a bus or the failure of a service to operate. No compensation will be offered when the Operator does not operate services.

The Operator will not refund the value of lost, mislaid or unused tickets or of any fares due to the failure to produce tickets when required.

Full details regarding fares on services are included in the relevant fare tables. These may be inspected by passengers at the Operators' office. The Operator holds the copyright of its timetables, fare tables and passenger regulations. Extracts may not be reproduced without permission.

TVN accepts Suffolk County Council travel vouchers on Pre booked Connecting Communities service. Vouchers will only be accepted if the date is valid, we are unable to accept vouchers for previous financial year. Drivers will check voucher photos and may ask for alternative ID, they are only valid for the individual stated on the voucher.

Fare Evasion

Tickets are not valid if mutilated or defaced. If misuse or fraud is suspected, a passenger may be asked for proof of identity and their ticket may be withdrawn in which case the passenger must pay the appropriate fare or standard fare. No refund will be made in respect of any outstanding value in the withdrawn ticket.

Passengers unable to or refusing to pay the correct fare may be asked to leave the bus.

Passengers who travel beyond the stage to which they have paid, or who pay a child or concessionary fare when not entitled to do so, or who are unable to produce a valid ticket for inspection, may either be charged an additional fare as if a new journey were being made or the standard fare. The passenger, if requested, must provide the driver or official with his/her name and address, and provide photographic identification to verify these details.

Concessionary fares

Passes, permits and tickets issued by the Operator, county councils or other bus operators are accepted and issued where valid (subject to their conditions). County Council child and concessionary schemes are applied where appropriate and any child or concessionary fares are subject to their conditions. Passengers presenting a English National bus pass are entitled to free travel after 0930 and before 2300 Monday to Friday and all day Saturday, Sunday and Public Holidays.

Passengers holding a concessionary fare permit must show this to the driver on boarding.

Connecting Communities – Suffolk: Not accepted
Connecting Communities – Cambridgeshire: Half Fare
Scheduled Services: Accepted

Children

Up to two children, under the age of 5 years, are carried free if accompanying a passenger with a valid ticket or pass.

The child fare conditions apply for children aged 5 to 15 inclusive.

A child's fare or free carriage is conditional upon the child not occupying a seat required by a standing adult passenger.

Private Hire

Additional regulations apply when private hires are undertaken. The terms and conditions are advised when a booking is made.

Regulations

The Road Traffic Act, 1972
The Public Passenger Vehicles Act, 1981
The Public Service Vehicle (Carrying Capacity) (Amendment) Regulation, 1996
The Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations, 1990 amended 2002
The Public Service Vehicles Accessibility Regulations, 2000
The Health Act, 2006
The Public Service Vehicles (Lost Property) Regulations, 1978
The Data Protection Act, 1998

Contact us

Any passenger that has any issues with the Operators services, or suggestions to improve them, please contact 01638 664304 between 0800 – 16000 Monday – Friday.

When making a complaint, which should be made in writing, the following information is helpful in assisting with investigations, and take corrective action where appropriate. The bus service number and destination, where boarding and alighting, the date and time and the bus fleet number or registration number. Information off the ticket is also helpful, if available.

A response will be sent within ten working days. Where the complaint is about a driver's conduct, it may not be possible to advise of the exact outcome, as this information may be of a sensitive nature.

If we do not resolve a problem satisfactorily, it is possible to appeal to the Bus Appeals Body, an independent organisation including representatives of both operators and passengers. The BAB can be contacted at: Bus Appeals Body, c/o Bus Users UK PO Box 2950, Stoke on Trent, ST4 9EW.

For public transport information, including timetable information, contact Traveline on 0871 200 22 33. Calls cost 10p per minute from landlines and Traveline is open from 0700 until 2000 Monday to Friday and 0800 to 2000 weekends and public holidays. Their website address is www.traveline.org.uk.

Text messages to Traveline are on 84268. The message you send will be your normal cost to send a text message. In some areas the reply will be free of charge. In most areas the cost of the reply is 25 pence.

The message will normally be returned within one minute. However Traveline cannot guarantee this as the delivery of messages depends upon the mobile phone network suppliers.

Definitions

"CCTV" means closed circuit television

"Operator" means The Voluntary Network

"Conditions" means the Conditions of Carriage for the Operator

"Driver" means a person who is the holder of a licence and who is for the time being responsible for driving the vehicle

"Fares" includes sums payable in respect of a contract ticket or season ticket.

"Fare stage" means a point from and to which a fare is charged

"Regulations" are the relevant legislation, listed at the end of these conditions

"Ticket" means a document that, in accordance with the terms and conditions under which it has been issued, constitutes a valid authority to travel on a vehicle.

"Vehicle" means any vehicle used as a public service vehicle, as defined in the regulations.

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