

Warrington Borough Transport Limited, no 01990371.  
T/A, Warrington's Own Buses  
Wilderspool Causeway, Warrington, Cheshire, WA4 6PT.

CONDITIONS OF TRAVEL  
ISSUE DATE: MARCH 2019

## 1. INTRODUCTION

These terms and conditions of carriage apply to all bus services operated by Warrington's Own Buses. These include local bus services, contract and school services. While your non-excludable statutory rights as a consumer are not affected, anyone who travels on our buses is covered by these conditions. The conditions listed reflect the legal obligations we, as the operator, will abide by when delivering the service while also listing the way you, as the consumer, should conduct yourself when using our buses.

The conditions listed are governed by the laws of England as applicable. Any of the conditions listed found to be invalid by a court or other adequate authority does not affect the validity of the others. Any condition listed maybe changed or altered without notice. Please be aware that the conditions listed may vary for services we operate on behalf of other organisations or local authorities.

While we do all, we can to provide a great bus service, we appreciate that we don't always get it right. We welcome suggestions or criticisms and when we have let you down, we aim to offer a speedy, genuine response with the objective of rectifying the issue, so it doesn't happen again. If you wish to make a suggestion or a complaint, please refer to our Complaints Procedure on our website or visit our Travel Centre at Warrington Interchange for more information. If you are not happy with the way your complaint has been handled, you can contact the Bus Appeals Body which is an independent body which will provide an independent decision to your complaint.

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions.

In these general conditions of carriage ("General Conditions"), the following words shall have the following meanings:

**"We", "Us", "Our"** should be read as referring to Warrington Borough Transport Limited, no 01990371. t/a, Warrington's Own Buses, Wilderspool Causeway, Warrington, Cheshire, WA4 6PT;

**"Bus Stop"** means a designated stop which is recognised by us and the local authority as a place where passengers can alight and disembark our vehicles;

**"Carriage Contract"** means the contract between you and us to carry you on one of our Vehicles and which incorporates these General Conditions, the conditions attached to our operator's licence, any Special Conditions, our Fare Scales, any additional terms contained in or printed on a Ticket, Timetable, bill notice or any applicable laws, local bye-laws and regulations from time to time;

**"Customer Data"** means any personal data of a passenger including his or her full name, date of birth, address, usage of the Company's transport network and other information that the Company may collect from the passengers from time to time. All customer data and how we handle it complies with the General Data Protection Regulation and the Data Protection Act 2018 and any subsequent legislation;

**"Driver"** means the driver of the vehicle, but is also applicable to any other company employee regardless of job role;

**"Fare"** means the amount charged by us for carrying you as stipulated at our appropriate Fare Scale for your journey;

**"Fare Scale" or "Fare Scales"** means the schedules of prices detailing the cost of travelling between the various bus stops on our services which are published by us from time to time in our "Fare search" available on our website [www.warringtonsownbuses.co.uk/fare-search](http://www.warringtonsownbuses.co.uk/fare-search);

**"Operating Area"** means the area in which we operate our local bus network as defined by us from time to time;

**"Property"** means any property (including luggage or work tools) which you bring onto a Vehicle including property upon your person;

**"Registered Office"** means our offices situated at Wilderspool Causeway, Warrington, Cheshire, WA4 6PT;

**"Service"** means any journey which is operated by us and made by a Vehicle for the purposes of carrying you and your Property;

**"Special Conditions"** means any additional or special conditions applying to a particular ticket as set out in our "Guide to Fares and Tickets" (available on our website [www.warringtonsownbuses.co.uk](http://www.warringtonsownbuses.co.uk)) or in any notices, offers or other publications published by us from time to time (for example special conditions apply to promotional offers, discounted tickets and concessionary tickets);

**"Ticket"** means any ticket issued by us or on our behalf to you in return for the correct Fare (or any equivalent proof of payment for travel by you to us including any smartcards, vouchers, tokens or travel passes issued by us or on our behalf);

**"Timetables"** means the timetables published by us from time to time setting out the estimated departure and running times of the Services within the Operating Area;

**"Vehicle"** means a vehicle provided by us and used as a public service vehicle as defined in the Public Passenger Vehicles Act 1981 and subsequent legislation;

**"You"** means the customer travelling on a Vehicle with or without a valid ticket and includes any of our employees;

**"ITSO"** means Integrated Transport Smartcard Organisation;

1.2 In these General Conditions, unless the context otherwise requires:

1.2.1 the singular includes the plural and vice versa;

1.2.2 words importing one gender include all genders;

1.2.3 any reference to "persons" includes actual persons, firms' companies, associations, organisations and trusts;

1.2.4 any reference to any clause is to a clause of this agreement; and

1.2.5 any reference to "including" or "includes" means including without limitation.

## 2. GENERAL CONDITIONS ON CARRIAGE SERVICES

- 2.1 At Warrington's Own Buses, we aim to operate our services at the times as advertised in our timetables. We care about your experience with us, however, there are times when journeys may take longer than expected. This can be due to a variety of factors, including (but not exclusive) traffic delays, road closures, adverse weather conditions and unforeseen circumstances. Services can be, as a result, amended or cancelled without notice.
- 2.2 While we agree to carry you and your property on the journey permitted by your ticket within the operating area on the terms and conditions within the Carriage Contract, we cannot be held liable for any direct or indirect costs you may incur as a result of one or more of our services running late, being amended or being cancelled.
- 2.3 We do not, under any circumstances, guarantee that our services will connect with any other bus or rail service (or other), be it operated by us or another operator. Customers are responsible for their own travel arrangements and you should make appropriate arrangements in this regard for onward travel.
- 2.4 Bicycles/scooters and buggies will only be allowed on our buses when they adhere to our guidelines and when room allows. (see section 10)
- 2.5 When our services are operating late, at full vehicle passenger capacity, or when a service is cancelled or amended, customers holding a valid ticket or pass will not be entitled to compensation or to a refund of their ticket. Passengers will be allowed to use their tickets/passes on the next available Warrington's Own Buses service.
- 2.6 Customers in possession of a valid pass or ticket do not have priority over other customers unless it is a contracted service.
- 2.7 We reserve the right to alter, suspend, withdraw, cancel or deviate any of our services without notice. We will however do our utmost to inform you of any changes or alterations to services.
- 2.8 We shall not be liable for any damage or loss to a customer's personal property, be it on our services or under our care, unless under exceptional circumstances. (see section 9)
- 2.9 We do not in any way exclude ourselves for death or injury to any of our customers resulting from our negligence. This includes death or injury resulting from the actions of our employees or agents (pursuant to EU Regulation 181/2011 and associated national legislation).

## 3. PAYMENT OF FARES AND BOARDING THE VEHICLE

- 3.1 If you board a Vehicle between the fare stages as described in the Fare Tables you will be charged from the previous fare stage. If you alight between fare stages you will be charged to the fare stage beyond. If you travel beyond the stage point to which you have paid, you must pay the Fare applicable from that point to the next point where you are leaving the Vehicle. If no Ticket has been purchased, then you must pay the correct single Fare from the start of your journey to the point at which you wish to alight.
- 3.2 Customers may only board the vehicle at designated bus stops. On hail and ride sections of routes, drivers will only stop where it is safe to do so.
- 3.3 If the driver deems a stopping place, be it a bus stop or otherwise, as unsafe, the driver can refuse the boarding or alighting of passengers.

- 3.4 Customers must not use the emergency exits and a means of entering or exiting a vehicle unless in a genuine emergency.
- 3.5 You must give sufficient notice if you want a bus to stop. This should be done by raising your arm horizontally at a safe distance from the road. At night, customers may wish to use a lighting device to signal the drivers attention.
- 3.6 When you wish to alight from the bus, please press the bell in plenty of time to enable the driver to stop safely. Please remain seated until the bus comes to a stop.
- 3.7 At bus stations or stands, once a vehicle has departed from that stand, the driver is not required to go back onto the stand.
- 3.8 Passengers may not get off at any other place other than at a designated bus stop (for hail and ride, see 3.2) unless in a genuine emergency.
- 3.9 We accept no liability for customers getting off at the wrong destination, boarding the wrong service, or attempting to board the vehicle in a prohibited place or when the vehicle is moving.
- 3.10 When boarding a vehicle, you must either:
  - (a) State your destination and the ticket type required and pay the driver.
  - (b) Present a valid Touch & go/Midas/concession/other accepted smartcard onto the ticket machine for validation and state your destination upon request to the driver.
  - (c) Show the driver any other valid non ITSO pass.

## 4. TICKETS AND FARES

- 4.1 Tickets are not transferrable to another person.
- 4.2 Warrington's Own Buses will seek to advise customers of the best value fare available for the specified requirements of the journey, however cannot be held liable
- 4.3 All Tickets remain the property of the Company and must be retained for inspection and/or given up on request by any duly authorised official of the Company.
- 4.4 When you purchase a single ticket, you are not permitted to split the journey (getting off the bus then getting on another one to continue your journey) unless otherwise stated by a company official.
- 4.5 If two or more persons are included on the same Ticket then the purchaser acts as the agent for the other passenger for the purposes of the Carriage Contract.
- 4.6 You must check your ticket on issue. Any errors must be brought to the driver's attention immediately so that a replacement ticket can be issued.
- 4.7 Customers who are unable or refuse to pay their fare or fail to present a valid smartcard for validation for their journey may be asked to leave the vehicle.
- 4.8 Payment by cheque or using £50 notes is not permitted. The use of contactless is only available on those services which advertise contactless. If a service which has advertised as accepting contactless is unable to do so (through the use of a faulty machine or any other reason as specified by the driver) and the customer, upon request, cannot pay a cash fare then they may be carried free of charge on that journey.

- 4.9 Customers are expected to have the right fare and drivers will give change so long as they are able to do so.
- 4.10 Failure to pay the standard fare may lead to prosecution.
- 4.11 It is your responsibility to hold a valid ticket/pass for the duration of your journey.
- 4.12 You must only buy tickets/passes from an authorised outlet or from the driver. Not all tickets are available from the driver. For more information, call us (see Contact Us) or visit Warrington Travel Centre at Warrington Interchange.
- 4.13 If our ticket machines are not working, normal fares will be issued using emergency tickets.
- 4.14 If your ticket is damaged but remains legible then these tickets can be exchanged from the driver for a new ticket at no extra fee.
- 4.15 Return tickets are only valid for the day of purchase, unless otherwise stated. It is the customers responsibility to check the validation of their tickets. Return tickets are bought on the outbound journey and need to be shown on the return journey.
- 4.16 Return tickets are valid for one journey in each direction (not two journeys in one direction)
- 4.17 Return tickets from other operators on services operated by us along the same corridor are not valid on our services unless otherwise stated.

## 5. CONCESSIONARY PASSENGERS

- 5.1 Local authorities across the country have their own concessionary travel schemes, as subject to The Concessionary Bus Travel Act 2007 and subsequent legislation. The terms and conditions relating to the usage of these passes vary between authorities. It is the passengers responsibility to check these conditions before travelling.
- 5.2 The Company is a participant in the schemes for concessionary travel. Further details can be found in our "Guide to Fares and Tickets" located on our website [www.warringtonsownbuses.co.uk](http://www.warringtonsownbuses.co.uk)
- 5.3 All permits, whether for free or reduced travel, must be shown to the Driver or Conductor and recorded on the ticket equipment when boarding the Vehicle. A ticket will then be issued.
- 5.5 Warrington's Own Buses accepts concession cards between 09:30 – 23:30 Monday – Friday and all-day Saturday and Sunday (unless otherwise specified on individual cards where travel might be unrestricted).
- 5.6 If the ticket machine does not register your concession card, the driver will demand a manual inspection. If the card is found to be out of date, the driver may ask for a concession or child fare to be paid for the journey.
- 5.7 Holders of a Scottish or Welsh concession card will be subject to the full fare, unless otherwise specified.
- 5.8 Some concession cards permit the pass holder to be accompanied by a companion. The companion shall be carried free of charge or by the terms by the pass issuing authority. The companion must leave the vehicle at the same stop as the concession pass holder. Failure to do so will result in the full fare applying.

- 5.9 If a driver or any company official has reason to believe that a concession pass is being misused or used fraudulently, then we reserve the right to inform the issuing authority about the card in question and it may be withdrawn without notice.
- 5.10 If you are under 16 years old then you are entitled to a discounted fare subject to any restrictions which may vary from time to time at the entire discretion of the Company, including restrictions relating to times of travel if unaccompanied by an adult. If you look older than your age then proof of age may be requested by the Driver or Conductor or any authorised Company official.
- 5.11 A Warrington's Own Buses U-16 Travel ID card is available free of charge from the company's retail shop at the interchange. Proof of age and your name and address must be provided. More information is available on our website. It is advised all travellers between the age of 5 and 16 should apply for a card.
- 5.12 Our child fare boundaries are as follows:
- (a) Under 5's (but not inclusive of 5 years old) are carried free of charge
  - (b) Ages 5 to 15 – child fares apply which is half the price of an adult fare and apply up to the child's 16<sup>th</sup> birthday.

## 6. CONDUCT OF PASSENGERS

- 6.1 You are carried subject to the provisions of all applicable legislation regarding your conduct in force at the time of your journey including the Public Service Vehicles (Conduct of Drivers, Conductors and Passengers) Regulations 1990 SI 1020, as amended by SI 1995/186 and subsequent legislation.
- 6.2 When boarding, travelling on or alighting a vehicle you must not:
- 6.2.1 Attempt to board the vehicle before the doors are fully open and before disembarking passengers have alighted;
  - 6.2.2 Smoke, including the use of e-cigarettes;
  - 6.2.3 Eat food which in the drivers opinion will make the journey for other passengers unpleasant;
  - 6.2.4 Consume alcohol;
  - 6.2.5 Deliberately damage or deface any part of the vehicle;
  - 6.2.6 Use a music system without head phones or set it at a volume which will annoy other passengers or distract the driver;
  - 6.2.7 Offend any company official or fellow passengers in any way including by acting in a violent or abusive manner, including spitting;
  - 6.2.8 Obstruct the gangways, stairs or emergency exits;
  - 6.2.9 Leave litter or Property on the Vehicle;
  - 6.2.10 Speak to or distract the Driver or obstruct his vision whilst the Vehicle is in motion except in an emergency or for another good cause;

- 6.2.11 Intentionally interfere with any equipment fitted to the Vehicle (unless necessary in the case of emergency);
- 6.2.12 Alter or deface your Ticket;
- 6.2.13 Leave your seat before the Vehicle has arrived at your alighting point (unless necessary in the event of an emergency);
- 6.2.14 Attempt to alight from the vehicle whilst it is in motion or before its doors are fully open;
- 6.2.15 Throw items out of windows;
- 6.2.16 Remain on the vehicle once directed to leave by a company official;
- 6.2.17 Take part in an illegal activity when on the vehicle;
- 6.2.18 Allow young children to be unsupervised during the journey;
- 6.2.19 Wear roller skates;
- 6.2.20 Wear clothing which might damage seats;
- 6.2.21 Sell items or collect for charity without the companies' prior written consent.
- 6.3 Passengers must follow all reasonable instructions given by the driver or any other company official.
- 6.4 Comply with all notices and legal signage within the vehicle.
- 6.5 Take reasonable measures to be courteous to people with disabilities and vacate seats designed for the elderly or disabled.
- 6.6 Ensure all animals and property in your care does not cause damage or injury to other persons or property.
- 6.5 Drivers reserve the right to refuse travel to people who in the opinion of the driver appear to be likely of acting in an offensive or dangerous manner.
- 6.6 Whilst we will do everything within our power to ensure you have a comfortable journey with us, we cannot be held liable for the conduct of other passengers.
- 6.7 The Company reserves the right to temporarily or permanently ban any passenger from travelling on its vehicles following an incident of misconduct.

## 7. STANDING PASSENGERS

- 7.1 We carry standing passengers in accordance with the Public Service Vehicles and Trolley Vehicle (Carrying Capacity) Regulations 1984 SI 1406, as amended by SI 1996/167 and by virtue of the Road Traffic Act 1991 s912), which include the following provisions:
  - 7.1.1 No standing passengers will be carried on the upper deck or on any step leading to the upper deck of a double decked Vehicle;
  - 7.1.2 Standing passengers may not stand on any part of a gangway of a Vehicle forward of the rearmost part of the Driver's seat or any part of the Vehicle in which we have indicated by a notice that no standing shall occur; and

- 7.1.3 The number of standing passengers who may be carried on any of our Vehicles and the maximum seating capacity or the number of passenger seats with which the Vehicle is fitted is stated on each Vehicle.

## 8. CARRIAGE OF DOGS AND OTHER PETS

- 8.1 Dogs are permitted on single decks and the lower Saloon of double deck Vehicles. If you bring a dog on to a vehicle, then you must carry it or hold it on a leash for the whole of the journey. Dogs are not allowed on the seats. A charge will be made for dogs as shown in the Fare Tables. Separate provisions apply to guide dogs (please see below).
- 8.2 Dogs should be kept under control at all times and appropriately muzzled or put on a lead in accordance with the requirements set out in the Dangerous Dogs Act 1991 and subsequent/equivalent legislation.
- 8.3 Guide dogs guiding blind persons or persons with hearing difficulties are carried free of charge on single decks and in lower saloon of double deck Vehicles. This also applies to properly identifiable trained assistance dogs for the severely physically or mentally disabled.
- 8.4 Guide dogs undergoing training to guide guiding blind persons or persons with hearing difficulties are carried free of charge on single decks and in lower saloon of double deck Vehicles.
- 8.5 Other animals shall be carried on Vehicles at the Driver's or Conductor's discretion and must be caged, boxed or kept on a lead.
- 8.6 Customers are responsible for the actions of their animals and are therefore liable for any damage or injury to a person or property caused by their animal.
- 8.7 If an animal is causing a nuisance in the opinion of the driver, then you may be asked to leave the vehicle.
- 8.8 Warrington's Own Buses cannot be held liable for any inconvenience or loss caused by you being declined travel because of your animal.

## 9. LUGGAGE

- 9.1 Property carried by you shall be placed in the luggage rack provided or such part of the Vehicle as the Driver may direct. No Property which is, in the opinion of the Driver, unsuitable for conveyance in a Vehicle (due to its size or otherwise) shall be carried by us. Property is carried free of charge at your risk and we accept no responsibility whatever for any loss or damage to it however caused (including where we, or anyone else, have been negligent). The carriage of property onto and off the vehicle is your responsibility.
- 9.2 The carriage of dangerous goods is strictly prohibited. This includes flammable liquids, glass, paint (this list is not exhaustive), unless they are in an approved container for the safe carriage of such items, and then only at the discretion of the driver.
- 9.3 Vendors are not permitted to board Vehicles in order to sell goods or services of any description.
- 9.4 The collection of monies from passengers for registered charities will only be permitted with the prior written consent of the Company.
- 9.5 Subject to our statutory obligations (pursuant to EU Regulation 181/2011 and subsequent/equivalent legislation), Warrington's Own Buses cannot be held liable for any loss or inconvenience caused by the refusal of travel as a result of your luggage.



- 9.6 Customers are responsible for their luggage at all times.
- 9.7 We will not carry non-folding bikes.
- 9.8 If there is insufficient room, folding bikes and any other luggage may be refused travel.

## 10. WHEELCHAIRS/MOBILITY SCOOTERS & PUSHCHAIRS

- 10.1 All of our services are operated using low floor vehicles. In the very rare event that a non-low floor vehicle is used, prior notice will be given. We reserve the right to substitute a low floor vehicle for a non-low floor vehicle at our absolute discretion.
- 10.2 We are able to carry one wheelchair or mobility scooter per vehicle on buses built to the Public Service Vehicle Accessibility Regulations 2000 (PSVAR). We do have vehicles that can accommodate more than one wheelchair or mobility scooter. Signage on the vehicle will show you where wheelchairs and mobility scooters are accommodated. This space is available for use by buggies and pushchairs when a wheelchair or mobility scooter is not occupying the space.
- 10.3 We cannot accommodate wheelchairs or mobility scooters on vehicles that cannot accommodate them or anywhere else on a vehicle other than in the designated wheelchair bay.
- 10.4 Wheelchairs or mobility scooters in excess of the maximum safe working limit of the wheelchair ramp cannot be carried. It is up to the driver to decide if a wheelchair or mobility scooter is safe to use the ramp.
- 10.5 If, for reasons outside of our control, a bus stop is blocked by parked cars or another obstacle and it is unsafe for a wheelchair or mobility scooter to board, the driver will try to identify another place for the wheelchair or mobility scooter to board.
- 10.6 Our drivers are required to provide all reasonable assistance with the loading and safe passage of wheelchairs. If you have any difficulties on one of our services, please contact us (see 14.1).
- 10.7 It is the passenger's responsibility to ensure that their wheelchair or mobility scooter is parked and secured safely in the designated bay. The wheelchair or mobility scooter must not obstruct the gangway.
- 10.8 If your wheelchair or mobility scooter is damaged through our negligence, we will provide compensation up to the cost of repairing or replacing your wheelchair or mobility scooter in accordance with EU Regulation 181/2011.
- 10.9 Mobility Scooters must carry a permit issued to them by Warrington Disability Partnership (or other local body or operator) to declare that they have received training in how to board the bus safely and that their mobility scooters are safe for transport (in accordance with the CPT Code for Mobility Scooters). Class 3 mobility scooters cannot be carried (no longer than 1200mm and no wider than 700mm).
- 10.10 Wheelchairs and mobility scooters have priority over anyone else for the use of the designated wheelchair bay. Passengers are required to offer reasonable cooperation, making way for wheelchair users to use the wheelchair bay. Providing it's reasonable to do so, passengers using the wheelchair bay without a wheelchair are required to give way for a wheelchair. No one already travelling is required to leave the vehicle to make room for a wheelchair.
- 10.11 Our vehicles can typically accommodate up to two small prams or one normal size un-foldable pushchair. Some vehicles have designated buggy areas. The driver will be able to advise on the safe carriage of buggies and prams, you must follow their instructions.

## 11. LOST PROPERTY

- 11.1 Property left on any of our Vehicles is treated in accordance with the rules laid down by the Public Service Vehicles (Lost Property) Regulations 1978 (and subsequent/equivalent legislation), as amended by SI 1995/185. If you find property accidentally left in a Vehicle you must immediately hand it to the Driver of the Vehicle in the state in which you find it.
- 11.2 We will lodge any property left on any of our Vehicles and found or handed to one of the Company's employees in custody at our lost property office located at the Bus Interchange. If you have lost any property on our Vehicles you should personally apply to our lost property office giving your name and address and evidence of your identity. Enquiries by post must be accompanied by a stamped self-addressed envelope.
- 11.3 The owner of the property shall pay all necessary postage and packaging to us in advance if you wish us to post the property to you.
- 11.4 The company is legally obliged to return official documents, including passports, to the appropriate issuing or controlling body.
- 11.5 If property is not claimed within six weeks of the date on which it was handed over, then we will become the owner of the property and we may dispose of it as we think fit.
- 11.6 If the property is, or appears to us to be perishable and it is not claimed within 48 hours of being found, then we will become the owner of the property and we may dispose of it as we think fit. If such property is or becomes objectionable or in our reasonable opinion a security risk before the 48-hour period, we may destroy or dispose of it at any time.
- 11.7 If the property is contained in a package, bag or other receptacle, then we may open it and examine it for the purposes of identifying and tracing the owner or for ascertaining the nature or value of the property.

## 12. CCTV

- 12.1 By travelling on the Company's services you consent to the Company utilising any CCTV material obtained on your journey for the purpose of investigations into alleged accidents, ticket fraud, misconduct, passenger complaints or any other serious incidents. You also consent to any CCTV images of your journey being provided to the Police, VOSA, the Traffic Commissioner or any other Enforcement Agency, by the Company, at the request of these Organisations.
- 12.2 Our CCTV usage and operation complies with the General Data Protection, the Data Protection Act 2018 and the ICO's CCTV code of practice and any subsequent/equivalent legislation.

## 13. SECURITY

- 13.1 If you see a person tampering with a vehicle, or acting in a suspicious manner, then talk to the driver or any other company official.
- 13.2 Any unknown or unidentified packages must be reported to a driver or other company official.

## 14. ENQUIRIES AND COMPLAINTS

- 14.1 All enquiries, suggestions or complaints should be addressed to: Warrington Borough Transport Limited T/A Warrington's Own Buses, Wilderspool Causeway, Warrington, Cheshire, WA4 6PT

- 14.2 When we receive a written complaint (email, website etc), we aim to reply within 10 working days. Investigations into more serious complaints can often take longer to conclude. However, we will still reply and give you a run down of the actions we are taking. It is not always possible, for a variety of reasons, that we can disclose the outcome of an investigation.
- 14.3 Information on how to contact us is available within this document and is also available from the driver and is displayed on all of our buses.
- 14.4 If you have any questions about your rights under the Bus & Coach Passenger Rights Regulation 181/2011, please contact bususers.org.
- 14.5 If you are unsatisfied by our response to you and how we have dealt with a complaint, you can write to the relevant bus appeals body at bususers.org.

## 15. DATA PROTECTION

- 15.1 Any data we collect will always be done so in accordance with Data Protection Legislation.
- 15.2 Our data operation complies with the General Data Protection, the Data Protection Act 2018.#

## 16. OUR LIABILITY TO YOU

- 16.1 Nothing in these General Conditions or in your Carriage Contract shall:
- 16.1.2 Exclude or restrict our liability to you in respect of death or personal injury to you while being carried in, or entering or alighting from the Vehicle resulting from our negligence;
- 16.1.3 Impose any conditions with respect to the enforcement of any such liability (unless such death or injury arises in the circumstances outlined in clause 14.1.2 of these General Conditions; or
- 16.1.4 Exclude or restrict any liability to you for any fraud or fraudulent misrepresentations made by us to you.
- 16.2 The Company will not be liable for any loss, damage or inconvenience which may be sustained by any person through the alteration, suspension, withdrawal, cancellation, delay or deviation of any route (subject to the provisions contained in clause 2.4) of any Vehicle or Service or through the failure of any Vehicle to provide a Service, or to stop when called upon to do so, or to depart or arrive at the times stated in the Timetable or through any inability to accommodate passengers, or through the display of any incorrect or misleading destination notice, or due to any other cause howsoever arising and whether your claim arises in tort (including as a result of our negligence), contract, under statute or otherwise (subject to the provisions contained in clause 14.1).
- 16.3 We shall have no liability for any loss suffered by you where caused by a circumstance beyond our control including war or the threat of war, weather conditions, failure of information technology, failure of a third party, accidents on the road, vandalism, terrorism, strike action, delays caused by other passengers or traffic delays.
- 16.4 In no event shall we be liable to you for losses or damages sustained by you of more than £200 per claim whether your claim arises out of breach of contract, tort (including our negligence), statutory duty or otherwise (subject to the provisions contained in clause 14.1).

## 17. THIRD PARTY RIGHTS

Only you and the Company are entitled to enforce any of the terms of the Carriage Contract. No third party is entitled to enforce any of the terms except where the Carriage Contract expressly provides that such person is entitled to enforce any of its terms, in accordance with the Contract (Rights of Third Parties) Act 1999

## 18. INVALIDITY

If a provision in the Carriage Contract is held to be illegal, invalid or unenforceable then such provision shall, to that extent, be deemed to be deleted from the remainder of the Carriage Contract which shall remain unaffected.

## 19. WAIVER

No failure to exercise and no delay in exercising any right or remedy in connection with the Carriage Contract shall operate as a waiver of that right or remedy. A waiver of any breach shall not be deemed to be a waiver of any subsequent breach.

## 20. REMEDIES CUMULATIVE

The rights and remedies contained in the Carriage Contract are cumulative and are not exclusive of any other rights or remedies provided by law.

## 21. LAW AND JURISDICTION

This Carriage Contract is subject to English law and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

These conditions constitute the entire agreement between Warrington's Own Buses and our customers. None of our employees are entitled to alter or vary any of the provisions of these conditions.