

Conditions of Carriage

1. INTRODUCTION

This document contains the Conditions under which we carry you and applies to anyone who travels with us.

Our Conditions are consistent with the relevant statutory regulations, including those relating to the conduct of passengers and lost property and do not affect your statutory rights.

2. GENERAL CONDITIONS

We aim to provide a safe, reliable and punctual service but there are occasions when we are unable to operate as advertised owing to factors outside of our control. These factors include and are not limited to road works, diversions, exceptional traffic congestion, major events, extreme weather conditions and other unforeseen operating circumstances.

Wherever possible, we will take reasonable steps to advise you of any disruption to services, but in the event of cancellation, delay, diversion or termination of any service or the service being unavailable to you as a result of the vehicle being fully loaded or for any other reasons, we shall not be liable for losses, damages, cost or inconvenience that you suffer as a result.

We do not guarantee that services will connect unless we specifically advertise a guaranteed connection.

3. CONDUCT OF PASSENGERS

We reserve the right to refuse you entry or require you to leave our buses or premises at any time, should we have reason to believe that your behaviour jeopardises the safety, security and comfort of others.

When travelling with us you must in particular:

- refrain from smoking either conventional or electronic cigarettes or vapes
- behave in a manner that is not abusive or threatening and does not cause offence to other customers or staff
- refrain from any form of harassment including sexual harassment towards other customers or staff
- refrain from eating and drinking items which make the environment unpleasant for other customers or otherwise cause offence
- refrain from consuming alcohol
- refrain from playing loud music or operating a personal device at a volume which may be heard by other passengers
- refrain from leaving rubbish or discarded items on the bus

- not be wearing soiled clothes or carrying any soiled items which might stain the seats on our vehicles, or which might make the environment unpleasant for other customers or otherwise cause offence
- follow the instructions of our staff and act in a manner which shows due regard for the safety and comfort of other customers and company employees, including not standing adjacent to emergency exits, the vehicle entrance, next to the driver or sitting in gangways, on staircases or standing upstairs on a double deck vehicle
- notify a member of staff immediately if you sustain an injury whilst boarding, travelling on, or alighting from a bus
- follow the directions of staff concerning the maximum number of passengers that a bus is permitted to carry. All of our vehicles contain clear signage setting out their capacity
- except in an emergency, not talk to the driver whilst the bus is moving, obstruct the driver's vision or otherwise distract them
- have due regard at all times for the needs of our elderly, young and disabled customers and, in particular, vacate seats and spaces designed for the elderly and disabled when requested
- not distribute leaflets, papers or other articles or offer anything for sale or collect for charity without our prior written consent
- not interfere with equipment fitted on the vehicle
- not deliberately damage or deface any part of the vehicle

Intending customers who, in the opinion of the driver or other company officer, appear likely to behave in an antisocial manner may not be allowed to travel.

If you are in breach of these and other statutory regulations you will be obliged to give your name and address to a company officer or may be restrained or removed from the bus or our premises by a company officer, a police officer or a community support officer and refused further travel without refund.

We also reserve the right to take any other measures we consider necessary to protect the safety and comfort of our customers and staff including temporarily or permanently banning you from travelling with us following an incident of misconduct.

Buses and premises are fitted with audio CCTV to provide added security for our customers and staff. Appropriate signage will be in place where CCTV is in use, and the video and sound recordings will be used solely for the monitoring of safety, security, service quality and in support of relevant criminal and civil legal proceedings and complaint investigation. Images of you may be provided to the police, DVSA, the Traffic Commissioner or any other enforcement agency at their reasonable request.

Whilst we will do everything we reasonably can to control the conduct of other customers, we cannot be held responsible for their conduct.

4. BOARDING AND ALIGHTING

In most urban areas, buses will normally pick up and set down passengers at marked bus stops. In busy areas, certain stops will be allocated to specific services.

You must not:

- attempt to board or alight from a moving bus or from a bus which is stationary at a point which is not a designated bus stop such as traffic lights and road works etc
- attempt to board a bus once it has left its designated stand in any bus station
- use the emergency exits on any vehicle except in a genuine emergency

In areas where there are no designated bus stops buses will stop on request where it is safe to do so. You should always pick a point away from parked cars, road junctions, etc and give a clear signal in good time to the driver of the approaching vehicle.

Some of our services have trips which will only serve a stop (location) when a boarding passenger requests this stop verbally to the driver, at the point of boarding. These stops are marked 'R' on our timetables, and an intending passenger can request to be taken to any stop marked 'R' provided they have boarded the bus by the last timed stop on that journey. Stops marked with 'R' are for set-down purposes only.

When you come to alight the bus, you should ring the bell once in good time to alert the driver. Once you have alighted the bus, you should take care before crossing the road, by waiting for the bus to depart so that you have clear sight of the road in both directions before attempting to cross the road.

5. CARRIAGE OF WHEELCHAIRS AND OTHER ITEMS

Our bus services are operated by low floor accessible vehicles.

Subject to space being available, and at the discretion of the driver, we will carry small prams, unfolded buggies, and walking frames & devices, where these can be both safely stowed, and not cause risk to the safety of other passengers. Prams, buggies, and walking frames & devices, must not block the wheelchair space (passengers in wheelchairs have absolute priority by law) or the aisle of the vehicle at any time.

Failure to comply with this requirement will comprise a breach of Section 3 above and may lead to further action as set out in that Section.

Mobility scooters are not permitted to be carried on our services at any time.

6. BREASTFEEDING

We are fully supportive of a mother's right to breastfeed in public. Mothers who wish to breastfeed are welcome to do so on all of our bus services.

7. CARRIAGE OF BICYCLES AND SCOOTERS

Folding bicycles are only permitted to be carried when these can be safely stowed by the intending passenger and where they are not in breach of Section 3. The intending

passenger should not leave their folding bicycle unattended on safety grounds. Where folding bicycles can be carried, they must not block the aisle of the vehicle at any time.

Non-folding bicycles are not permitted to be carried on our services at any time.

E-Scooters are not permitted to be carried on our services at any time.

8. LUGGAGE

In the interests of the safety and comfort of all of our customers, we restrict the size, type and quantity of luggage or other belongings which you can bring onto our buses and reserve the right to refuse permission for you to bring any item onto our buses.

You remain responsible for any items you bring onto our buses. You may not be allowed to travel if, for example, the available space for carriage of luggage is already full or, if, in the opinion of the driver, your luggage or belongings will block gangways and access to emergency exits on the bus.

We cannot be held responsible for any loss or inconvenience to you if you are refused travel under these circumstances.

We reserve the right to request that you open any article of luggage for inspection by the driver or other company officer in your presence if, for reasons of security, it is considered necessary to do so.

Fragile items such as electronic goods, portable televisions, computers, radios etc will only be carried if they are of reasonable size and securely packed. We will not be responsible for damage to such items however caused.

Certain items cannot be carried under any circumstances in the interests of safety. These include accumulators, explosives, ammunition, weapons and combustible or otherwise hazardous materials including petrol and fireworks.

9. ANIMALS

One accompanied, well-behaved dog or other small animal, which will not be a danger or a nuisance for other customers or our staff, is allowed to travel with you on our buses at the discretion of the driver, who may reasonably decide where on the bus the animal is best carried.

Where appropriate, dogs must be muzzled or put on a lead in accordance with the Dangerous Dogs Act. Small animals must be caged, boxed or kept on a lead. Any animal carried must remain under your control and must not be allowed to sit on the seats.

If you bring an animal onto a bus, you will be held responsible for any damage, loss or injury arising from its presence on the bus.

Guide dogs and other assistance dogs accompanying intending passengers are welcome on our services.

All dogs are expected to behave appropriately and failure to do so may result in us asking for them to be removed from the bus.

10. LOST PROPERTY

We will do all that we reasonably can to locate and return any property left on our buses to its owner. If lost property is not claimed within a month, we will become the owner of the property and will dispose of it.

If you find lost property on a bus, you must hand it to the driver. Providing the item is not highly flammable and does not pose an explosive risk, it is not perishable or objectionable, then we will keep it for a month. If you claim any item of lost property, you will be required to satisfy us that the item belongs to you and provide us with your name and address.

If the lost property is highly flammable, or has explosive characteristics (e.g. a product with lithium-ion batteries such as vapes or e-cigarettes) we will not keep the property, and it will be securely disposed of by us.

If the lost property is perishable we will dispose of it as we think fit.

If the lost property is contained in a package, bag or other container, we may open it and examine it, in order to trace the owner, or identify the nature and value of the lost property.

To reclaim lost property, you should contact the Hatch Green Coaches office by telephone or by email, details for which can be found on our website.

Under normal circumstances, you will need to collect the lost property from the bus service on which the item(s) was lost by prior arrangement. If we agree to post the property back to you, you will need to pay the cost of postage and packaging in advance. Our arrangements comply with the relevant legislation.

11. FARES AND TICKETING

Whenever you board a bus you must either:

- show the driver a valid prepaid or mobile ticket, pass or other form of authority to travel. When travelling with contactless payment or smart card, including the Hatch Green Coaches Travel Card, it must be presented to the reading equipment so that its validity may be checked and your journey recorded.
- or pay the fare for the journey you intend to take to the driver.

You should check your ticket, and check any change given to you, and point out any discrepancies immediately as we cannot correct mistakes later.

We accept contactless payments by Visa or MasterCard debit or credit card (including prepaid cards) or other payment devices that support Visa and Mastercard using Apple Pay, Samsung Pay or Google Pay including smart phones or other wearable devices such as smart watches that can be used to make contactless payments. We do not accept payment by cheque or foreign currency.

Where contactless payment is accepted, you are responsible for ensuring that your card or device is not damaged. If, when your card or device has been presented to the reader, it does not work, it is your responsibility to present another form of payment.

Drivers are not able to accept £50 notes and may not always have sufficient change for other large denomination notes. At certain times, where the driver has insufficient change, they may ask you to pay with an alternative means of payment if you present a large denomination note, or may ask you to pay at the end of your journey.

You must retain your ticket, pass or other relevant documentation (including contactless payment card or device) for inspection by a revenue inspector or other authority on demand throughout your journey. If you are unable to show this, or if it has expired or been altered or tampered with, you will be liable to pay a fare for the journey again. We will not refund you this fare if you later find the missing ticket or other document.

When you complete the journey for which you have paid or the validity of your pass or other relevant documentation expires, you must leave the bus or pay a fresh fare to your intended destination.

It is your responsibility to have a valid ticket for the whole journey and to carry any associated identification required for the purchase of the ticket you hold, such as student ID, proof of age etc, with you whilst travelling.

You are liable to prosecution if you do not hold a valid ticket, pass or other relevant documentation.

Single or return fares purchased on board the bus are normally calculated with reference to fare stages. If you board a bus at a location which is not a fare stage, you will be charged from the previous stage. Similarly, if you alight at a location which is not a fare stage, you will be charged to the subsequent fare stage. In certain areas a number of stops may be grouped together as one fare stage.

You may not break your journey when travelling on a single or return fare unless local publicity specifically advises that this is possible.

For some journeys, you may buy a return ticket which is usually cheaper than two single tickets. Return tickets are valid only on the day of purchase, unless clearly advertised otherwise, and sometimes have time restrictions as to their validity.

It is your responsibility to check the validity conditions of a return ticket. Return tickets should be purchased from the driver of the bus on the outward journey and presented to the driver of the bus on the return journey for validation. They are valid for one single journey in each direction.

Children aged under 16 and those people who, in the opinion of the driver, are vulnerable, at risk or in distress, and unable to pay their fare will be carried at all times providing their name and address can be given in order that the fare due may be collected at a later date together with any reasonable administrative costs.

Children aged 5 to 15 years of age will pay a child fare for their journey.

There is no charge for children under 5 years of age when travelling with another responsible passenger.

12. CONCESSIONARY TRAVEL SCHEMES

Concessionary travel schemes for many categories of passenger are operated by all local authorities in England, the Scottish and Welsh Governments.

The terms, conditions and rules applying to these schemes are the responsibility of the pass issuing authority.

When travelling on our vehicles, concessionary passengers must additionally comply with all aspects of these Conditions.

13. COMMENTS AND COMPLAINTS

Comments and complaints should be directed to the Hatch Green Coaches office in the first instance, by email, post or telephone.

We will provide a response as quickly as possible and always acknowledge your comment or complaint within 7 calendar days of receipt, even if this is initially to explain what investigation needs to take place and how long this is likely to take.

When comments and complaints are about matters outside our control, we will forward them to the relevant organisation and explain that we have done this.

In addition, we will comply with any process or procedure for the handling of complaints as set out by the Passenger Charter applicable where we are a member of an Enhanced Partnership scheme for an area in which our bus services operate.

14. YOUR DATA

In any circumstances where we collect your personal data, in connection with a retail transaction, a customer survey or other purpose, we will only collect and process your data in accordance with the principles contained in the Data Protection Act 2018.

15. AMENDMENTS

These Conditions apply to all services operated by Hatch Green Garage Ltd T/A Hatch Green Coaches.

These Conditions may be amended at any time and any revision will be advertised on www.hatchgreencoaches.co.uk. Printed copies may be requested by email sent to info@hatchgreencoaches.co.uk or by telephoning the Hatch Green Coaches office on 01823 480338.

16. LEGAL NOTICE

The governing law for these Conditions shall be the laws of England and Wales.

Should any provision of these Conditions be invalid or unenforceable this shall not affect the validity and enforceability of the remaining provisions.

These Conditions constitute the entire agreement between Hatch Green Garage Ltd T/A Hatch Green Coaches and its customers. None of our employees are entitled to alter or vary any of the provisions of these Conditions.

Updated May 2026.