



PHONE N RIDE TERMS AND CONDITIONS

Conduct of passengers

We reserve the right to suspend Phone n Ride passenger accounts where their behaviour jeopardises the safety, security, and comfort of others. When travelling with the Phone 'n' Ride service passengers must follow the below rules:

- No smoking either conventional or electronic cigarettes.
- Behave in a manner that is not abusive or threatening (this includes swearing at other Phone n Ride passengers or drivers) and does not cause offence to other customers or staff.
- Do not eat or drink items which make the environment unpleasant for other customers or otherwise cause offence.
- Not consume alcohol while travelling on the Phone n Ride vehicle.
- No loud music. Personal devices must be kept to a reasonable volume.
- No littering.
- Do not wear or carry items which may stain the seats.
- Follow the instructions of drivers 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.
- if the vehicle you are travelling on is fitted with seat belts, you are legally required to wear it.
- Notify a member of staff immediately if you sustain an injury whilst boarding, travelling on or getting off a bus.
- Follow the directions of staff concerning the maximum number of standing passengers that a bus is permitted to carry. All of our vehicles contain clear signage setting out their standing capacity.

- Except in an emergency, do not talk to the driver whilst the bus is moving, or obstruct the driver's vision or otherwise distract them.
- Consider the needs of our elderly, young and disabled customers and 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 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 Stagecoach company officer or may be restrained or removed from the bus or our premises by a Stagecoach company officer, a police officer or a community support officer and refused further travel without refund.

Buses and premises may be fitted with audio CCTV to provide added security for our customers and staff. Appropriate signage will be in place where audio CCTV is in use and the video and sound recordings 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 conduct of other customers, we cannot be held responsible for their conduct.

Where a resolution cannot be agreed or if there are three or more instances of a passenger not complying with the above conduct, the Council reserves the right to suspend a passenger from the service permanently.

In the event of an emergency

You must follow the drivers' instructions at all times, this is particularly important should there be an emergency or breakdown.

Cancelling when the Phone 'n' Ride bus arrives, or the passenger does not show up for the booked trip.

If a passenger does not turn up for their agreed trip, the service will work with the passenger to understand the reasons why they have missed their trip.

All no shows are monitored by the team, and it may be necessary to temporarily suspend a passenger from making booking until a resolution can be agreed. If a solution cannot be agreed, it may be necessary to permanently suspend the passenger's account. The service does not wish to permanently suspend passengers.

Fares and ticketing

Whenever you board a Phone n Ride bus passengers must:

- show the driver a valid prepaid or mobile/ app ticket, pass or other form of authority to travel. When travelling with contactless payment or magnetic pass, 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 or conductor whether specifically requested to do so or not.

Passengers should check any change and point out any discrepancies immediately as Stagecoach cannot correct mistakes later.

Phone n Ride accepts 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, passengers 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. For more details on contactless payment visit the Contactless section in Help & Contact or see the Terms and Conditions for using contactless payment to Pay As You Go.

The Phone n Ride service is not able to accept £50 notes and may not always have sufficient change for other large denomination notes. In certain locations, where the driver has insufficient change, they may provide you with a Change Voucher in lieu of cash which may be redeemed at an office of the local operating company.

Certain Vouchers and Warrants may be used instead of cash. Appropriate details are normally set out on the Voucher or Warrant.

Passengers must retain tickets, pass or other relevant documentation (including contactless payment card or device) for inspection by a Company Official 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 which may be a Standard Fare depending on the circumstances. 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.

If you are travelling in areas where zonal fares apply, your fare will be determined by the number of zones travelled in or through.

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

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.

Decisions on applications for refunds, cancellations or ticket transfers will only be made at our entire discretion and any refund agreed may be subject to an early cancellation charge.

Concessionary travel schemes

Concessionary travel schemes for 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 the Phone n Ride service, concessionary passengers must additionally comply with all aspects of these Conditions.

Complaints

We welcome suggestions and complaints because they help us to improve our services and put things right when they have gone wrong. We want people to contact us rather than just stop using our services. We will handle complaints with tact and consideration and never take them personally. We know that customers want to be taken seriously more than anything else. When we have failed, we will offer a sincere, speedy apology and a genuine commitment to avoiding a repetition. The Council's Complaints, Compliments and Suggestions webpage explains how these can be submitted to the Council.

<https://www.nelincs.gov.uk/your-council/complaints-compliments-and-suggestions/>

Information on how to contact our local operating companies is also available on all buses, in all timetables and, where possible, in information leaflets.

All of our staff (including Stagecoach staff) are specifically briefed and trained on our Code of practice and procedures.

All suggestions and complaints whether in writing, by email, in person or by telephone will be investigated and dealt with.

We will provide a response as quickly as possible and always within one week of receipt, even if this is initially to explain what investigation needs to take place and how long this will take.

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

The Bus Appeals Body (BAB) in England and Wales is a non-statutory committee offering an independent review of complaints arising from the operation of local bus and scheduled coach services. If you are not satisfied with our response, we will always pass on contact details for BAB.

Data protection

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.

The Phone n Ride privacy notice is available at:

<https://www.nelincs.gov.uk/streets-travel-and-parking/travel-and-public-transport/phone-n-ride/phone-n-ride-privacy-notice/>

Amendments

These Conditions apply to the Phone n Ride service from 30 August 2023. These Conditions may be amended at any time and any revision will be advertised on www.phonenride.com and revised leaflets made available through information outlets.

Legal notice

The governing law for these Conditions shall be the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction except where your journey commences and terminates wholly within Scotland in which case the laws of Scotland shall apply, and the Courts of Scotland shall have exclusive jurisdiction.

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 Phone n Ride and its customers.

Additional Terms and Conditions

- Stay seated until the bus has stopped moving.
- Check that you have all personal belongings with you before leaving the bus. If you find that you have misplaced anything, please ring the team on (01472) 324440.
- Take care when leaving the bus, in wet weather the floor and ramp may be slippery.
- Abusive or threatening behaviour will not be accepted, and passengers will be asked to leave the bus if behaving in this manner.

