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1 Introduction

- 1.1 When you buy a ticket or pass, or use contactless payment, to travel on a bus service operated by West Midlands Travel Ltd. (National Express West Midlands and National Express Coventry) you enter into an agreement with the Company.
- 1.2 The Conditions of Carriage apply to all services operated by West Midlands Travel Ltd. and set out your rights and duties as a customer.
- 1.3 These Conditions of Carriage, which may be amended from time to time, replace all previous versions published by West Midlands Travel Ltd. They come into force immediately and will remain in force until they are republished.
- 1.4 Our staff have no authority to make individual exceptions to the Conditions of Carriage.
- 1.5 This document has been written in accordance with the following:
 - The Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990.
 - The Disability Discrimination Act 1995.
 - The Public Service Vehicles Accessibility Regulations 2000.
 - The Transport Act 2000
 - The Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) (Amendment) Regulations 2002.
 - The Equality Act 2010.
 - The Public Service Vehicles (Accessible Information) Regulations 2023

2 Useful contact details

2.1 For general information, comments and suggestions contact us:

Socials: On X or Facebook: @nxwestmidlands

Web: nxbus.co.uk

Tel: 0121 254 7272

(Lines are open Monday to Friday, 8am – 6pm. Calls to this number are charged at a local rate.)

Bus Customer Relations,

National Express House

Digbeth

Birmingham B5 6DD

nxbus.co.uk

2.2 For timetable information call Traveline: 0871 200 22 33

2.3 For ticketing information visit nxbus.co.uk

2.4 We always try to be fair and helpful with our customers. We always welcome feedback, comments, and suggestions for improvement.

2.5 If you are unhappy with our response to a complaint you can contact:

Bus Users UK,

22 Greencoat Place,

London SW1P 1PR

Tel: 0300 111 0001

Email: enquiries@bususers.org

3 Special meanings

- 3.1 In these Conditions "the Company" means West Midlands Travel Ltd. (National Express West Midlands and National Express Coventry).
- 3.2 The "driver" means a person licensed and employed to drive any or all of the Company's passenger service vehicles and who is for the time being responsible for driving the particular vehicle.
- 3.3 The "inspector" includes any person authorised by the Company to supervise, inspect or control any of its vehicles.
- 3.4 The term "Ticket" means a Swift card, a paper ticket or mobile ticket (mTicket) issued and / or accepted for travel on the Company's services.
- 3.5 The term "Fare Stage" means a point from which a fare is charged.
- 3.6 The term "Photo card" means a Swift card with a serial number bearing a photograph of the person it was issued to.
- 3.7 "Valid / validity" governs where and when a ticket can be used.
- 3.8 The term "Transport Safety Officer" refers to any member of the safer travel partnership including West Midlands Police, British Transport Police and Transport for West Midlands Transport Safety Officers.

4 Provision of services

- 4.1 The Company always tries to run reliably and expects to maintain the services which it is registered or contracted to operate. We will use our best endeavours to do so, but sometimes buses cannot be run at the times or frequencies advertised.
- 4.2 The Company therefore reserves the following rights: for operational or any other reasonable cause including, but not limited to, traffic conditions, adverse weather, or passenger numbers:
 - a) To alter, suspend or withdraw any vehicle without notice and
 - b) To alter the route, bus stops or times as advertised on any timetable, ticket, notice or other advertisement without notice.
- 4.3 Accordingly, the Company will not be liable for any loss, damage or inconvenience arising from the suspension, cancellation or alteration of its services. Neither will it be liable for the failing of any vehicle operating any service to start or finish its journey at the times appearing in the timetable, nor from any delay (whether caused by breakdown, deviation from advertised route or any other cause) in the operation of any service.
- 4.4 The Contract of Carriage between the Company and a customer is limited to journeys on the Company's vehicles. Whenever the Company (except in the case of the breakdown of a Company vehicle) makes arrangements for customers to be conveyed on any other form of transport, the Company does so as agent only.
- 4.5 These conditions and regulations will not affect customers' statutory rights.
- 4.6 The Company may alter these conditions at any time without notice if required by law or commercial trading regulations.

5 Safety

- 5.1 Our highest priority is to ensure that all our customers are carried safely. To help us achieve this it is essential that you always follow any instructions given by drivers or inspectors, and observe safety notices in vehicles. In the interests of safety, you may be required to leave a bus or bus station at any time.
- 5.2 For safety reasons customers are warned not to board or get off when the vehicle is in motion or held up in traffic or stationary at traffic lights. You should only board or alight when the vehicle has stopped at a recognised stopping place.
- 5.3 To ensure we operate all services in a safe manner customers should not:
 - a) Put at risk, unreasonably impede, or cause discomfort to other customers, the driver or an inspector.
 - b) Throw or trail any item from the vehicle.
 - c) Speak to the driver when the vehicle is moving unless in an emergency or on grounds of safety or to give directions as to the stopping of the vehicle.
 - d) Distract the driver's attention, without reasonable cause, or obstruct his vision.
 - e) Intentionally interfere with any equipment with which the vehicle is fitted.
 - f) Carry any article or substance which constitutes a risk of injury to the driver or other customer, or a risk of damage to the vehicle or other customers' property.
 - g) Smoke, vape or carry lighted tobacco or other substances, or light a match or cigarette lighter on the vehicle.
 - h) Use emergency doors or windows other than in the event of an emergency or when directed to by a driver or inspector.

- i) Use roller skates, roller blades, scooters or skateboards on the vehicle.
- j) Lean out of the windows.
- k) Stand in parts of the vehicle where standing is prohibited.
- l) Ask to alight at an unauthorised stopping place.

5.4 Customers with pushchairs, luggage or shopping are also asked to ensure that they do not obstruct the vehicle gangway and are to use designated spaces on board.

5.5 Please ensure children are strapped in and secured in their buggy at all times; whilst boarding, alighting and travelling on the bus.

5.6 Standing customers and those who are boarding or awaiting to alight are requested to hold onto handrails or grab handles.

6 Your responsibilities as a customer

In order to ensure that your journey, as well as that of other customers, is a safe and enjoyable one, we would ask you to note the following points.

- 6.1 Please ensure that you are on the correct bus and that you alight at the right bus stop. If you have any queries about your journey please contact our Customer Care department or ask the driver.
- 6.2 It is your obligation to ensure you have a valid ticket or have made a valid contactless transaction at all times for the journey you intend to take.
 - a) If you have been issued with a ticket you should always check your ticket at the time it is issued and inform the driver of any errors at that time. You must retain your ticket throughout the journey you intend to take. You must produce that ticket for inspection upon request by any Driver, Inspector and Transport Safety Officer.
 - b) If you have made a contactless transaction using a card you must allow a Driver, Inspector or Transport Safety Officer to confirm the last 4 digits of the card used by reading out the number. If you are not comfortable reading out the number you can show the card to the driver or inspector.
 - c) If you have made a contactless transaction using Android Pay or Apple Pay we will need to know the last 4 digits of your Virtual Account Number (Android) or Apple Pay Number (Apple).
- 6.3 No customer, except with the permission of the Company, should distribute any paper or other article for the purpose of giving or obtaining information or views from other customers.
- 6.4 Customers should not sell or offer for sale any article while travelling on a Company vehicle, except with explicit permission.

- 6.5 A Company Driver, Inspector or Transport Safety Officer has the authority to direct customers to leave the vehicle or refuse travel on the following grounds:
 - a) If them remaining would result in the number of passengers exceeding the maximum capacity of the vehicle.
 - b) If they are seemingly heavily under the influence of drugs and/or alcohol.
 - c) If their condition or behaviour is such as would be likely to cause offence to a reasonable passenger or the condition of their clothing could spoil the fittings of the vehicle or the clothing of other passengers.
- 6.6 Customers should not play or operate any musical instrument or sound producing equipment in a manner which could cause annoyance to other customers.
- 6.7 A customer may be directed by the Driver, Inspector, or Transport Safety Officer to place in a designated area or remove from the vehicle any of the following items:
 - a) a bulky or cumbersome article.
 - b) an article or substance which causes or is likely to cause annoyance to any person on the vehicle.
 - c) an article or substance which could cause injury or damage.
- 6.8 Any passenger on a vehicle who is reasonably suspected by a Driver, Inspector or Transport Safety Officer of contravening any provision of The Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990, shall, on demand, give their name and address to the Driver, Inspector and Transport Safety Officer. Any such passenger may also be removed from the vehicle by the Driver, Inspector, Transport Safety Officer. A Transport Safety Officer has delegated authority to act for and behalf of the Company in line with the duties of an Inspector.

- 6.9 Customers must not smoke or vape electronic cigarettes on any part of the vehicle. You may be prosecuted for doing so and will face a fine of up to £1,000.
- 6.10 Customers must not consume any strong smelling food or drinks that can spill on the vehicle and should dispose of any chewing gum outside of the vehicle.
- 6.11 Customers must dispose of all litter responsibly by taking it with them when leaving the vehicle.
- 6.12 Any customer found causing damage to the vehicle, including but not limited to graffiti, window etching or other forms of defacement will be liable for prosecution.
- 6.13 Everyone has the right to work or travel without fear of intimidation, verbal abuse or assault. We will prosecute anybody who does not respect this right.
- 6.14 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 individuals from travelling.
- 6.15 Our vehicles are 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 customers may be provided to the police, DVSA, the Traffic Commissioner or any other enforcement agency at their reasonable request.

7 Tickets and fares

- 7.1 Unless paying by contactless debit / credit card or device, you must have a ticket (and if needed, a photo card) that is valid for the whole of the journey you are making. If you are not already in possession of a valid ticket for your journey you must pay the driver on boarding the vehicle. It is your responsibility to ensure that you have a valid ticket for your journey.
- 7.2 If you pay by contactless debit / credit card or device, it is your responsibility to ensure that you have sufficient credit in your account to cover the cost of the journey you wish to undertake.
- 7.3 Our vehicles have an exact fare policy to speed up your journey. If paying using cash please have the correct amount ready as the driver cannot give change. We only accept pound sterling on-board.
- 7.4 It is your obligation to ensure you have a valid ticket or have made a valid contactless transaction at all times for the journey you intend to take.
 - a) If you have been issued with a ticket you should always check your ticket at the time it is issued and inform the driver of any errors at that time. You must retain your ticket throughout the journey you intend to take. You must produce that ticket for inspection upon request by any Driver, Inspector and Transport Safety Officer.
 - b) If you have made a contactless transaction using a card you must allow a Driver, Inspector or Transport Safety Officer to confirm the last 4 digits of the card used by reading out the number. If you are not comfortable reading out the number you can show the card to the driver or inspector.
 - c) If you have made a contactless transaction using Android Pay or Apple Pay we will need to know the last 4 digits of your Virtual Account Number (Android) or Apple Pay Number (Apple).

- 7.5 Tickets are issued subject to these conditions and to any other relevant conditions published from time to time. Our main ticket types and the rules controlling their use are set out on our website <https://nxbus.co.uk>.
- 7.6 Where a ticket can be used to make a journey with another operator, the Conditions of Carriage of that operator apply to that journey.
- 7.7 Fare tables show the fare to be charged between any two fare stages. If you board a bus before a fare stage, you will be charged from the previous fare stage. If you get off the bus after a fare stage, you will be charged to the next fare stage.
- 7.8 If you intend to travel beyond your ticket's validity you must pay a new fare (for which you will be given a new ticket) before you reach the place where it ceases to be valid.
- 7.9 All tickets remain our property, or in the case of concessionary passes the property of the issuing local authority, and we may withdraw or cancel any ticket or photo card at any time.
- 7.10 Tickets can only be bought from official outlets and can only be used by the person they were bought for. Unless specifically advertised, tickets are not transferable and must not be resold or given away for further use. Doing so is an offence and may result in prosecution.
- 7.11 Up to 3 children under 5 can travel free when they are accompanied by a responsible fare paying passenger or pass holder.
- 7.12 Passengers aged 5 to 15 inclusive you may travel at child rate.
- 7.13 Passengers aged 16 or 17 that live within the West Midlands Combined Authority are entitled to child rate travel but require a 16-18 photocard.
- 7.14 Passengers aged 5 to 15 inclusive and wish to buy a child rate season ticket must have a valid Child photocard.

- 7.15 We also accept English National Concessionary Travel Scheme cards and/or identification passes as proof of entitlement to discount fares. Categories of customers who may be entitled to these include; those aged 60 or over, blind and disabled customers, and 16-18 year olds in full-time education and/or training.
- 7.16 Students are required to carry either a physical student ID or show a valid Yoti digital ID when asked to do so by a driver, an inspector or a Transport Safety Officer. Physical student ID can include a physical photo ID card or a TOTUM card.
- 7.17 Information on tickets is available at nxbus.co.uk and may be updated without modifications to these Conditions of Carriage.

8 Replacement tickets and refunds

- 8.1 If your ticket (or photo card) is damaged to such an extent that any material marking is not clear, it will not be accepted as valid. We may at our discretion replace your ticket / photo card providing we can confirm that it is still valid, subject to an administration fee.
- 8.2 Refunds are given at the discretion of the Company only. We will not refund the following: lost, destroyed, replaced or damaged ticket.
- 8.3 Only in circumstances considered reasonable by the Company will a refund for the non-use and final surrender of a ticket be allowed. Such refund, if allowed, will be calculated from the date the ticket is received by the Company and subject to the period of non-use being not less than seven days. In such cases, the Company reserves the right to make such administration charges as may be fixed from time to time.

9 Fare evasion and standard fares

- 9.1 Customers should not attempt to use a ticket which has:
 - a) been altered or defaced
 - b) been issued for use by another person on terms that it is not transferable.
 - c) expired
 - d) not obtained from official outlets or from a driver.
- 9.2 A customer who is not in possession of a valid ticket or has not paid by an alternative means of payment (ie mobile or contactless card / device) shall be liable to pay the Company the Standard Fare, irrespective of the distance they have travelled, and may also face prosecution. If the court finds you guilty you could be fined up to £1,000 and where applicable charged for the value of travel from the date on which the ticket expired. You may also be ordered to pay the Company's legal costs.
- 9.3 "Standard Fare" means the sum of £50.00 if paid within 21 days, or £70.00 if paid thereafter. You may also face prosecution.
- 9.4 Tickets and passes must only be bought from the Company official outlets, or the driver. Buying tickets from anyone else is illegal and may result in the ticket being withdrawn and the seller / buyer being prosecuted.

10 Accessibility

- 10.1 We want to make travel on our bus services accessible for everyone, especially for customers with specific access requirements, such as customers with disabilities and those with young children or pushchairs.
- 10.2 All vehicles have a low entrance step which can allow wheelchairs or pushchairs to be wheeled straight on without being folded down (subject to available space) and there is also space allocated on vehicles for one wheelchair which takes absolute priority of this space.
- 10.3 The wheelchair space is suitable for one wheelchair which has a maximum width of 700mm, a length of 1200mm, sitting height of 1350mm and footrest of 150mm. Electric wheelchairs will be considered the same as manual wheelchairs, but there are some types of wheelchairs which are not safe for carriage on our vehicles due to their size or weight.
- 10.4 If the wheelchair space is occupied by a wheelchair user then unfortunately it will not be possible to allow a further wheelchair user to board.
- 10.5 Some Class 2 mobility scooters are welcome onboard our buses. Users of mobility scooters require a permit. This is to confirm that their scooters are approved and that the user is trained for use on National Express buses. This permit will have to be shown the driver each time they board the bus.
- 10.6 Subject to space being available National Express buses can carry up to two small unfolded buggies or one double buggy on low floor buses within the designated area but only when it is not required by a wheelchair user or approved mobility scooter (passengers in wheelchairs have absolute priority).
- 10.7 Buggy users are required to co-operate in allowing proper use of the designated wheelchair space by vacating this space if it is required by a wheelchair user (or, if no wheelchair user is travelling, an accessibility buggy

or approved mobility scooter) including repositioning small prams, folding any buggies or walking aids and storing them in an alternative location.

- 10.8 Wheelchair users are requested to apply the restraint system on their wheelchair and place the rear of the wheelchair against the back-rest.
- 10.9 Wheelchairs must be occupied during travel, facing the wheelchair forwards or sideways is not permitted.
- 10.10 Vehicles are fitted with ramps to improve access and it is the driver's duty to deploy this where it is safe to do so. There will be some stops where this will not be safe and the driver may have to stop further along the road.
- 10.11 Similarly, there will be some stops where a wheelchair user may not be able to board due to inconsiderate parking or the road layout, and the ramp cannot be safely deployed.
- 10.12 For improved access, customers can request the driver to lower the bus, provided it is safe to do so.
- 10.13 If using a walking aid, please fold and stow it securely or hold it. It is not permitted to sit on the walking aid whilst on the bus.
- 10.14 Passengers are allowed to board our buses with oxygen bottles where they are provided for personal health reasons as long as proper precautions are in place. The oxygen bottle should be secured in a padded cover.
- 10.15 The Company will not be liable for any loss of or for any damage caused to wheelchairs or other mobility equipment or assistive devices except where caused by its negligence or that of its staff or agents. In the event of the Company being so liable, such liability shall in respect of any one claim be limited to the cost of replacement or repair of the equipment or devices lost or damaged.

11 Luggage and possessions

- 11.1 For safety reasons, and for the comfort of customers, we have to control the amount and type of possessions you can bring onto our vehicles, although we do not charge for goods that are carried
- 11.2 All luggage that customers bring onto vehicles is carried at the discretion of the driver and the following items will not be carried under any circumstances:
 - a) explosive, hazardous or combustible material, including fireworks
 - b) Passengers are permitted to carry fully sealed containers of paint or other liquids, provided they can be transported safely. Unsealed containers are not allowed.
 - c) sheets of glass
 - d) E-scooters, e-unicycles, e-skate/hoverboards, e-bike, unicycles or bikes
 - e) any individual item of luggage weighing in excess of 23 kg
 - f) any item that is likely to cause injury or offence to our customers or to staff
 - g) any item that is likely to cause damage to our vehicles
- 11.3 Folded pushchairs will be carried subject to space being available.
- 11.4 Accumulators and other types of lead/acid battery will only be carried if securely sealed and must be placed on the floor, except where part of a wheelchair.
- 11.5 The Company will not carry unaccompanied luggage or parcels.
- 11.6 The safety and security of your luggage is your responsibility. Customers are liable for any death, injury, damage or loss caused to the Company, our property, staff, agents or any other person caused by any luggage brought

by a customer onto our vehicles or premises, except where caused by the negligence of the Company, its staff or agents.

- 11.7 The Company will not be liable for any loss of or for any damage caused to luggage accompanying customers except where caused by its negligence or that of its staff or agents. In the event of the Company being so liable, such liability shall in respect of any one claim:
 - a) be limited to a maximum of £300 per passenger
 - b) exclude any jewellery, money or fragile object contained in the luggage, and
 - c) be based on the assessed value of the luggage.
- 11.8 Clean folded bicycles will be considered as luggage as per the conditions above.

12 Animals

- 12.1 Assistance animals, guide dogs, and hearing dogs are permitted to travel on Company vehicles.
- 12.2 Other dogs or inoffensive animals can be brought onto the vehicle only if permitted by the driver, who has complete discretion in this matter.
- 12.3 Reasons why animals will not be carried include if the animal appears dangerous, it is a banned breed, or likely to upset either other customers or animals already on the vehicle.
- 12.4 No animal should sit or be placed on vehicle seats.
- 12.5 It is the responsibility of the customer bringing an animal onto a Company vehicle to ensure it is being kept under proper control at all times on a lead or in a suitable container, and does not cause a nuisance to the driver or other customers.
- 12.6 The Company does not accept any liability caused for the loss, death or injury to animals whilst being transported.

13 Lost property

- 13.1 If you find any lost property on our vehicles you must tell the driver or an inspector.
- 13.2 Any customer leaving property on a vehicle should report this to the Company and give full details of the property and the journey on which it was lost.
- 13.3 The Company bears no responsibility for any loss or damage whatsoever to property left in its vehicles or on its premises. This applies regardless of whether the property has been discovered by or given to a driver or inspector.
- 13.4 Where lost property is found or handed in to the Company it will be retained for a period of 28 days, with the exception of perishable goods.
- 13.5 Any lost property which is or becomes objectionable may be destroyed at any time.
- 13.6 Customers will be asked to provide proof of identification and a precise description of the lost property they are claiming to ensure the claimant receives the correct item.