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Last updated 10 March 2026

These Conditions of Carriage set out your rights, restrictions on those rights and your obligations as a customer of the Company (the “**Conditions**”). They are the Conditions under which we carry any person and their property on one of our Vehicles and apply to any Ticket issued by us and any contract to carry any person or their property entered into by the Company.

1 Introduction

- 1.1 When you purchase a Ticket to travel on one of our Services, you enter into an agreement with us. We agree to carry you on the journey permitted by your Ticket and you and your property are permitted to make that journey with us subject to these Conditions.
- 1.2 These Conditions:
 - a) apply to all Services operated by us;
 - b) set out your rights and duties as a customer;
 - c) may be amended from time to time by us, with such amended version replacing the previous version published by us;
 - d) come into force immediately and will remain in force until a new version of the Conditions are republished by us; and
 - e) have been written in accordance with the following:
 - I. The Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990 (as amended);
 - II. The Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) (Amendment) Regulations 2002;
 - III. The Public Service Vehicles Accessibility Regulations 2000;
 - IV. The Public Service Vehicles (Accessible Information) Regulations 2023;

V. The Transport Act 2000; and

VI. The Equality Act 2010.

- 1.3 These Conditions do not apply to any ticket either purchased from us or from another operator that enables you to travel on services provided by another operator, in which case you are subject to the conditions of that operator whilst travelling on their services.
- 1.4 We may alter these Conditions at any time without notice if required by law or commercial trading regulations.
- 1.5 These Conditions are governed by the laws of England and Wales. Any Condition subsequently found by a court or competent authority to be invalid does not affect the validity of the other Conditions.
- 1.6 None of our employees are permitted to vary or make individual exceptions to these Conditions.
- 1.7 The terms of these Conditions do not undermine or affect your statutory rights.

2 Useful contact details

2.1 For general information about our Services, please contact us using any of the following means:

a) Socials: On X or Facebook with usernames:

- @nxwestmidlands for Services in the West Midlands; or
- @nxcoventry for Services in Coventry.

b) Bus Customer Relations team:

- **Web:** nxbus.co.uk/contact
- **Telephone:** 0121 254 7272 (lines are open Monday to Friday, 8:00am to 6:00pm. Calls to this number are charged at a local rate.)

2.2 If you have any comments and/or suggestions about our Services, then please contact us either by:

- **Web:** nxbus.co.uk/contact
- **Post:** Bus Customer Relations, National Express House, Digbeth, Birmingham, B5 6DD

2.3 For information about our:

- routes and timetables, please either:
 1. visit nxbus.co.uk
 2. telephone Traveline on 0871 200 2233
- Tickets (including “Pay by Contactless” and “Tap & Cap”), please visit nxbus.co.uk.

2.4 If you are unhappy with our response to your complaint, you may refer your complaint to Bus Users UK:

- **Address:** 22 Greencoat Place, London SW1P 1PR
- **Telephone:** 0300 111 0001
- **Email:** enquiries@bususers.org

3 Special meanings

In these Conditions, the following words have the following meanings:

- 3.1 **“the Company”, “our”, “us” and “we”** means West Midlands Travel Limited (also trading as National Express West Midlands and National Express Coventry) having its registered office at National Express House, Digbeth, Birmingham, United Kingdom, B5 6DD and company number 02652253;
- 3.2 **“Contactless Transaction”** means a Ticket purchased on our Vehicle using one of the following methods:
 - a) **“Pay by Contactless”** by using the same debit and/or credit card or mobile device to purchase a Ticket when boarding one of our Vehicles. If using this method, you must specify your destination or your chosen Ticket type to our Driver and, following acceptance of your debit and/or credit card or mobile device by our on-board equipment, collect a physical Ticket from the on-board Ticket dispenser; or
 - b) **“Tap & Cap”** by using the same debit and/or credit card or mobile device to purchase your Ticket when boarding one of our Vehicles. If using this method, you do not need to specify your destination or your chosen Ticket type to our Driver, but proceed to travel following our acceptance of your debit and/or credit card or mobile device by our on-board equipment. No physical Ticket will be issued when using this payment method;
- 3.3 **“Driver”** means a person licensed and employed or engaged by us to drive our Vehicles and who is for the time being responsible for driving a particular Vehicle;
- 3.4 **“Fare Stage”** means a point from which a fare is charged;
- 3.5 **“Inspector”** means any person authorised by us to supervise, inspect or control our Vehicles;
- 3.6 **“Luggage”** means luggage or any other personal property that you are permitted to carry with you on-board our Vehicles;
- 3.7 **“Mobile App”** means one of the following apps:

- a) NXBus mTicket;
- b) "My Metro" offered by Midland Metro Limited; or
- c) an equivalent app offered by a nBus Operator or authorised third party retailer and which is accepted for travel on our Services;

3.8 "**Photo Card**" means a card or digital proof of identification issued by:

- a) us;
- b) OneVoice Digital Limited (known as a Totum card);
- c) Transport for West Midlands;
- d) Yoti Limited (known as a Yoti Student ID card); or
- e) your place of education;

3.9 "**nBus Operator**" means a bus operator that is a member of the Transport for West Midlands' nBus scheme;

3.10 "**Service**" means any public bus service provided or arranged by us, or on our behalf, for the purpose of carrying passengers on Vehicle;

3.11 "**Standard Fare**" means the sum of:

- a) £50.00, if paid directly to an Inspector during a revenue inspection;
- b) £50.00, if paid to us within 21 days of our request for payment; or
- c) £70.00 if paid to us at anytime after the expiry of the period set out in Condition 3.11(b) above.

You may also face prosecution if you fail to pay the Standard Fare.

3.12 "**Ticket**" means the right to travel on our Services obtained by any one of the following means:

- a) cash payment made to the Driver on board one of our Vehicles for which a physical Ticket will be issued;
- b) Contactless Transaction;

- c) Mobile App;
- d) Travel Card; or
- e) a vending machine, an authorised retailer or a nBus Operator for which a physical Ticket;

3.13 **“Travel Card”** means a card purchased from and/or issued by any one of the following and which, save for item b) below shall contain the ITSO trade mark:

- a) us;
- b) nBus Operator (for staff and companion use only);
- c) Transport for West Midlands; or
- d) your local authority;

3.14 **“Transport Safety Officer”** means any member of the safer travel partnership, including West Midlands Police, British Transport Police and Transport for West Midlands Transport Safety Officers, who have delegated authority to act for and our behalf in line with the duties of an Inspector;

3.15 **“Vehicle”** means a passenger service vehicle operated by us; and

3.16 **“you”** means the person purchasing a Ticket or for whom a Ticket was purchased, or any person who travels on a Service with or without a Ticket.

4 Provision of Services

- 4.1 We always try to run the Services, which we are registered or contracted to operate, in accordance with the published routes and advertised timetables. We will use reasonable endeavours to do so, but sometimes our Vehicles cannot be run at the times or frequencies advertised.
- 4.2 We reserve the right for operational or any other reasonable cause, such as, traffic conditions, road traffic accidents, road works and closures, major public events, adverse weather or passenger numbers or other unforeseen circumstances, to:
- a) alter, suspend, cancel or withdraw any Vehicle and/or Service; and
 - b) alter the route, bus stops or times advertised on any timetable, Ticket, notice or other advertisement.

In such circumstances, we will endeavour to advise you of such disruption, but please note that this is not always possible.

- 4.3 Accordingly, we will not be liable for any loss, damage or inconvenience arising from:
- a) the alteration, suspension, cancellation or withdrawal of our Vehicles and/or Services;
 - b) the failure of any Vehicle operating any Service to start or finish its journey at the times appearing in the timetable; or
 - c) any delay (whether caused by breakdown, deviation from advertised route or any other cause) in the operation of any Service.
- 4.4 Holders of a valid pre-paid Ticket or Travel Card do not take priority over other passengers. Therefore, we will not be liable to you if you have a valid pre-paid Ticket or Travel Card and are unable to use such Ticket or Travel Card due to lack of capacity on our Vehicle or where the Vehicle is at full capacity or fails operate.

4.5 These Conditions between us and you are limited to journeys on the Vehicles operated by us only. Whenever we (except in the case of the breakdown of a Vehicle operated by us) make arrangements for our customers to be transported on any other form of transport, we do so as agent only.

5 Safety

5.1 Our highest priority is to ensure that all of our passengers are carried safely. To help us achieve this, it is essential that you always:

- a) follow any instructions given by us, our Drivers and/or Inspectors; and
- b) observe safety notices placed in our Vehicles.

In the interests of safety, you may be required to leave a Vehicle, a bus stop or bus station at any time.

5.2 For your safety and the safety of other passengers, you must not:

- a) board or alight a Vehicle when it is in motion or held up in traffic or stationary at traffic lights. You should only board or alight a Vehicle when the Vehicle has stopped at a recognised stopping place;
- b) put at risk, unreasonably impede, or cause discomfort to other passengers, the Driver and/or an Inspector;
- c) throw or trail any item from the Vehicle;
- d) commit a crime or do anything which is illegal on board our Vehicles;
- e) 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;
- f) distract the Driver's attention, without reasonable cause, or obstruct their vision;
- g) intentionally interfere with any equipment fitted to our Vehicle;
- h) carry any article or substance which constitutes a risk of:
 - I. injury to the Driver or other passenger; or
 - II. damage to the Vehicle or any other passenger's property;
- i) smoke, vape or carry lighted tobacco or other substances, or light a match, cigarette lighter or any other flammable device on our Vehicle;

- j) use emergency doors or windows, other than in the event of an emergency or when directed to by a Driver and/or Inspector;
- k) use roller skates, roller blades, scooters or skateboards at any time on our Vehicle;
- l) lean out of or hang items from the windows on our Vehicles;
- m) obstruct doorways, exits or any other part of the Vehicle so as to inconvenience other passengers or restrict their ability to board or alight the Vehicle in a normal and emergency situations. This applies equally to your Luggage;
- n) stand or place Luggage in parts of our Vehicle where standing is prohibited; or
- o) request the Driver to alight our Vehicle at an unauthorised stopping place.

5.3 Again, for your safety and the safety of other passengers, you should notify the Driver, if you:

- a) wish to alight the Vehicle, by pressing the bell once in good time prior to your chosen bus stop. For your safety, you should not attempt to leave your seat until the Vehicle is stationary at your chosen bus stop;
- b) sustain any injury whilst on the Vehicle or feel unwell during your journey;
- c) see any suspicious items or behaviour taking on place on our Vehicle, but always take care not to endanger yourself or others in doing so; or
- d) see an abandoned item of luggage or package, but please do not attempt to touch, move or dispose of the item yourself.

5.4 If you are travelling with:

- a) a pushchair (also referred to as a buggy), Luggage or shopping, you must:
 - i. where possible, use designated spaces on-board our Vehicle for the storage of such items. Such items being stored at your own risk; and

- II. where you are unable to store such items in the designated spaces on-board our Vehicle, ensure that such items do not obstruct the Vehicle's gangway or seating areas;
 - b) a child in a pushchair, you must ensure that the child is strapped in and secured in the pushchair at all times, whilst boarding, alighting and travelling on the Vehicle.
- 5.5 If you are required to stand or are boarding or awaiting to alight a Vehicle, you must hold onto handrails or grab handles on the Vehicle for your safety.

6 Your responsibilities

6.1 To ensure that your journey, as well as that of other passengers, is a safe and enjoyable one, in addition to your obligations set out in these Conditions, we ask you to:

- a) ensure that you have boarded the correct Vehicle and alight the Vehicle at the correct bus stop. If you have any queries about your journey, please contact a member of our Bus Customer Relations team using the details provided in section 2.1 of these Conditions or ask the Driver when the Vehicle is stationary;
- b) ensure you have a valid Ticket for travel at all times for the journey you intend to take; and
- c) ensure that you have allowed sufficient time to reach your destination and/or make your onward travel arrangements. We do not guarantee that our Services will connect with any bus, train or other services at the time specified in the timetable.

6.2 You must not:

- a) distribute any paper or other article on our Vehicle, without our prior written permission, which may be given at our sole discretion on a case by case basis;
- b) sell or offer for sale any article while travelling on our Vehicle, except without our prior written permission, which may be given at our sole discretion on a case by case basis;
- c) take part in any criminal or legally prohibited activity on-board our Vehicle;
- d) place your feet on any seat on our Vehicle;
- e) litter or leave any rubbish or chewing gum on our Vehicle. It is your responsibility to responsibly dispose of your litter or rubbish by taking it with you when you leave our Vehicle;
- f) play or operate any musical instrument or sound producing equipment in a manner, which could cause annoyance to the Driver and/or other passengers;

- g) smoke cigarettes, cigars, pipes or similar products or use e-cigarettes, vapes or any similar devices on any part of our Vehicle. If you do so, you may be prosecuted and face a fine of up to £1,000;
- h) bring or consume any food, drinks or other substances on our Vehicles that can cause an offence or otherwise interfere with other passengers on our Vehicles; or
- i) cause damage to the Vehicle, including, but not limited to, graffiti, window etching or other forms of defacement. If you do so, you will be liable for prosecution.

6.3 Our Driver, an Inspector or a Transport Safety Officer has the authority to direct you to leave the Vehicle or refuse travel:

- a) if your remaining on the Vehicle would result in the number of passengers exceeding the maximum capacity of the Vehicle;
- b) if you are seemingly heavily under the influence of drugs and/or alcohol;
- c) if your condition or behaviour is such as would be likely to cause offence to a reasonable passenger;
- d) if the condition of your clothing or any other item of Luggage that we reasonably consider could spoil the fittings of the Vehicle or the property of other passengers; and/or
- e) for any other reason that Our Driver, an Inspector or a Transport Safety Officer using their reasonable judgement considers appropriate.

6.4 You may be directed by the Driver, an Inspector, or a 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:
 - I. damage to our Vehicle;
 - II. annoyance to other passengers; and/or

III. injury or damage to another passenger.

- 6.5 If you are reasonably suspected by a Driver, an Inspector or a Transport Safety Officer of contravening any provision of The Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990, you:
- a) shall, on demand, give your name and address to the Driver, Inspector or Transport Safety Officer; and
 - b) may be removed from our Vehicle by the Driver, Inspector or Transport Safety Officer.
- 6.6 Everyone, including passengers, staff (including Drivers and Inspectors) and Transport Safety Officers, has the right to work or travel without fear of intimidation, verbal abuse or assault. You must not behave in such a way that causes offence to other passengers or our staff (including Drivers and Inspectors) and Transport Safety Officers) whilst on board our Vehicles. We will prosecute anybody who breaches this Condition and does not respect this right.
- 6.7 We reserve the right to take any measures we consider necessary to protect the safety and comfort of our passengers and staff, including temporarily or permanently banning individuals from travelling with us on any of our Vehicles and/or Services.
- 6.8 Our Vehicles are fitted with audio CCTV to provide added security for our passengers and staff. Your personal data will be processed in accordance with our customer and passenger privacy notice available at <https://nxbus.co.uk/west-midlands/help-information/privacy-policy>.

7 Our liability to you

- 7.1 We shall not be liable to you or any third party for any loss, damage, liability, cost or expense suffered by you or any third party as a result of any alteration, cancellation or withdrawal of any Service by us, or any delay to any Service, or termination of any Service.
- 7.2 Nothing in these Conditions is intended to, or shall, exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.
- 7.3 Subject to Condition 7.2 and 7.4, in the event that any of your personal property is lost or damaged, we will be liable to you for direct losses in such circumstances, but only to the extent the loss or damage is a direct result of our negligence (or that of our employees or agents).
- 7.4 Our liability to you for lost or damaged personal property arising as a result of our negligence under Condition 7.3, is limited in aggregate to £300 (three hundred pounds). Under no circumstances, we will be liable to you for any loss of or damage to jewellery, IT devices, including without limitation, mobile phones, tablets and laptops, or any other fragile objects and/or money.
- 7.5 You are liable to us and/or other passengers for any death, injury, damage or loss caused by you to us, our staff, our property and any other person (and their property) by any items that you bring on board with you, including Luggage and animals (where they are permitted to travel under these Conditions).

8 Tickets and fares

- 8.1 You must have a Ticket (and if needed, an appropriate Photo Card) that is valid for the whole of the journey you are making with us. If you are not in possession of a valid Ticket for your journey, you must pay and obtain a Ticket from the Driver when boarding our Vehicle.
- 8.2 Tickets, Travel Cards and Photo Cards must only be purchased from us or an authorised retailer. Purchasing Tickets or Travel Cards from anyone else is illegal and may result in the Ticket or Travel Card being withdrawn and the seller and/or buyer being prosecuted.
- 8.3 If you obtain a Ticket using a Contactless Transaction, it is your responsibility to ensure that you have sufficient credit to cover the cost of the journey you wish to undertake using this payment method.
- 8.4 If you have purchased a physical Ticket, you must:
- a) check your Ticket at the time of purchase and immediately inform the Driver or authorised retailer of any errors;
 - b) retain your Ticket throughout the journey you are taking with us; and
 - c) produce that Ticket for inspection upon request by any Driver, Inspector and/or Transport Safety Officer.
- 8.5 If you have purchased a Ticket using the “Tap & Cap” method, you must:
- a) If you have used a debit and/or credit card, allow the Driver, Inspector and/or Transport Safety Officer to confirm the last 4 digits of the payment card used by reading out the number to them. If you are not comfortable reading out these numbers, you can show the payment card to the Driver, Inspector and/or Transport Safety Officer; or
 - b) If you have used Android Pay or Apple Pay, allow the Driver, Inspector and/or Transport Safety Officer to confirm the last 4 digits of your Virtual Account Number (Android) or Apple Pay Number (Apple).

- 8.6 All of our Vehicles have an exact fare policy. If you pay for your Ticket using cash, you should have the correct amount, as the Driver is unable to provide change or otherwise return or refund any over payment. We only accept pound sterling on-board our Vehicles.
- 8.7 All Tickets are issued subject to these Conditions and any other relevant conditions published by us from time to time. Our main Ticket types and rules for their use are detailed at <https://nxbus.co.uk>.
- 8.8 Where a ticket can be used to make a journey with another operator, the conditions of carriage of that operator apply to that journey.
- 8.9 Fare tables show the fare to be charged between any two Fare Stages. If you:
- a) board our Vehicle before a Fare Stage, you will be charged from the previous Fare Stage; or
 - b) alight our Vehicle after a Fare Stage, you will be charged to the next Fare Stage.
- 8.10 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 point where your Ticket ceases to be valid.
- 8.11 All Tickets remain our property at all times. We may withdraw and cancel any Ticket at any time.
- 8.12 All Photo Cards and Travel Cards remain the property of the issuing authority at all times. We may withdraw and cancel Photo Cards and Travel Cards issued by us at any time.
- 8.13 Unless specifically advertised, Tickets are not transferable and must not be resold or given away to any person for further use. Doing so is an offence and may result in prosecution.

Children and young persons

- 8.14 Passengers aged:
- a) Under 5 years old are permitted to travel on our Vehicles free of charge, provided that the child is accompanied by a responsible fare paying

passenger. A maximum of 3 children per responsible fare paying passenger are permitted to travel free of charge;

- b) 5 to 15 years of age are permitted to travel at child rate of travel; and
- c) 16 or 17 years of age that live within the West Midlands Combined Authority are permitted to travel at child rate of travel, provided that such persons have a valid 16-18 Photo Card.

Concessionary travel

8.15 Local authorities within England and Wales operate concessionary travel schemes for many categories of passengers, for example, persons who are:

- a) aged 60 years old or over;
- b) blind and disabled; or
- c) 16 to 18 year-olds in full-time education and/or training.

8.16 The terms, rules and conditions applying to such concessionary travel schemes are the responsibility of and determined by the issuing local authority.

8.17 If you hold a valid Travel Card, you must:

- a) comply with these Conditions, in addition to any rules and conditions relating to the Travel Card of the issuing local authority;
- b) show the Travel Card to the Driver every time you travel with us. You may be required to present your Travel Card to the on-board ticket equipment to confirm the validity of the Travel Card. In the event your Travel Card is not considered valid by our on-board ticketing equipment or our Driver, you will be required to purchase a Ticket.

8.18 If we have reasonable grounds for suspecting that a Travel Card is being misused in any way, we reserve the right to pass the details of the Travel Card holder on to the relevant local authority and/or refuse further travel with us.

8.19 If you are a student and wish to obtain student fares, you are required to carry a valid Photo Card.

9 Replacement Tickets and refunds

- 9.1 If a Ticket or Photo Card issued by us is damaged to such an extent that any material marking is not clear, it will not be accepted as being valid. We may at our sole discretion replace a Ticket or Photo Card issued by us, subject to:
- a) us being able to confirm that the Ticket or Photo Card it is still valid; and
 - b) you paying the replacement fee of £7.50.
- 9.2 Refunds will be given at our sole discretion. We will not refund lost, destroyed, replaced or damaged Tickets.
- 9.3 Only in circumstances considered reasonable by us 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 that we receive the Ticket and subject to:
- a) the period of non-use being not less than seven (7) days; and
 - b) you paying the administration fee of £5.00.

10 Fare evasion and Standard Fares

10.1 You should not use or attempt to use a Ticket which has:

- a) been altered or defaced;
- b) been issued for use by another person, as Tickets are not transferable;
- c) expired; or
- d) not been obtained from a Driver or authorised retailer.

10.2 We reserve the right to refuse any person to board our Vehicle or otherwise travel on our Services, if we have reasonable cause to suspect fraudulent or unlawful conduct.

10.3 If you are not in possession of a valid Ticket or your Ticket is out of date or has been altered, defaced or damaged in any way, you will be liable to pay us the Standard Fare, irrespective of the distance that you have travelled, and may also face prosecution. If the court finds you guilty, you could also 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 our legal costs.

10.4 You may pay the Standard Fare to us either:

- a) **By telephone** for card payments only: 0121 254 6900
- b) **In person** for card or cash payments at our Revenue Department, 121 Miller Street, Newtown, Birmingham, B6 4NG

11 Accessibility: carriage of wheelchairs, mobility scooters and pushchairs

- 11.1 We want to make travel on our Services accessible for everyone, especially for passengers with specific access requirements, such as passengers with disabilities and those travelling with young children or pushchairs.
- 11.2 Our Drivers will endeavour to assist wheelchair users and passengers with disabilities that are made known to the Driver to board our Vehicles in accordance with our legal obligations.
- 11.3 Our Vehicles have a low entrance step, which can allow wheelchairs, mobility scooters or pushchairs to be wheeled straight on to the Vehicle without being folded down (subject to available space). Space is allocated on each Vehicle for one wheelchair user, which by law takes absolute priority for use of this space.
- 11.4 The wheelchair space is suitable for one wheelchair having a maximum width of 700mm, length of 1200mm, sitting height of 1350mm and footrest of 150mm. Electric wheelchairs will be considered the same as manual wheelchairs, but any wheelchairs that exceed these dimensions will not be permitted to board our Vehicles.
- 11.5 If the wheelchair space is occupied by another wheelchair user, then unfortunately it will not be possible to allow a further wheelchair user to board the Vehicle. If you are a wheelchair user and the wheelchair space is occupied, you are permitted to travel on the Vehicle, if you are able to fold the wheelchair and stow or hold it securely. You are not permitted to open or sit on the wheelchair whilst on the Vehicle, if the wheelchair space is occupied.
- 11.6 Class 2 mobility scooters are permitted to travel on our Vehicles, provided that the user:
- a) has an appropriate permit issued in accordance with Condition 11.7 confirming:
 - i. their mobility scooter is approved; and

- II. the user is trained for use of the mobility scooter on our Vehicle;
and
 - b) shows the Driver a copy of the permit each time the mobility scooter user boards our Vehicle.
- 11.7 If you are a mobility scooter user and wish to travel on our Vehicle with your mobility scooter, you are required to:
- a) obtain a permit by sending an email to busmobility@nationalexpress.com;
and
 - b) attend one of our garages to receive training on how to use our Vehicles with your mobility scooter, following which you may be granted a permit.
- 11.8 Subject to space not being occupied by a wheelchair user, our Vehicles can carry up to two small unfolded pushchairs or one double pushchair on low floor buses within the designated area.
- 11.9 We require all passengers, including pushchair users, to co-operate with us by allowing proper use of the designated wheelchair space by vacating this space if it is required by a wheelchair or mobility scooter user. Wheelchair users take absolute priority for use of the designated wheelchair space.
- 11.10 If you are a wheelchair or mobility scooter user, you are requested to:
- a) apply the restraint system on your wheelchair or mobility scooter and place the rear of the wheelchair or mobility scooter against the backrest. Facing the wheelchair forwards or sideways is not permitted; and
 - b) occupy your wheelchair or mobility scooter at all times during travel on our Vehicle.
- 11.11 Our Vehicles are fitted with ramps to improve access. It is the Driver's duty to deploy the ramps when and where it is safe to do so. There will be some bus stops where it not be safe to deploy the ramp and the Driver may have to stop further along the road to safely deploy the ramp.

- 11.12 Similarly, there will be some bus stops where a wheelchair or mobility scooter user may not be able to board our Vehicle due to the Driver being unable to safely deploy the ramp as a result of inconsiderate parking and/or the road layout.
- 11.13 For improved access, any user can request the Driver to lower the Vehicle for easier boarding and alighting of the Vehicle, provided it is safe to do so.
- 11.14 If you are using a walking aid, you are requested to fold and stow it securely or hold it. It is not permitted to sit on the walking aid whilst travelling on our Vehicle.
- 11.15 You are allowed to board our Vehicles with an oxygen bottle, where it is provided for personal health reasons, provided proper precautions are in place. The oxygen bottle should be secured in a padded cover.
- 11.16 We 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 our negligence or that of our staff or agents. In the event of us being so liable, such liability shall in respect of any one claim be limited to the cost of replacement or repair of the wheelchair, mobility equipment or assistive device lost or damaged.

12 Luggage and possessions

- 12.1 For safety reasons, and for the comfort of all of our passengers, we have to control the amount and type of Luggage that you can bring onto our Vehicles.
- 12.2 We do not charge for Luggage that you wish to carry on-board our Vehicles.
- 12.3 All Luggage that you bring onto our Vehicles is carried at the sole discretion of the Driver and at your own risk. The following items of Luggage will not be carried under any circumstances:
- a) unaccompanied items or parcels;
 - b) explosive, hazardous or combustible material, including fireworks;
 - c) unsealed containers of paint or other liquids, however, you are permitted to carry fully-sealed containers of paint or other liquids that can be transported safely;
 - d) sheets of glass;
 - e) e-scooters, e-unicycles, e-skates/hoverboards, e-bikes, unicycles or bikes;
 - f) any individual item (or total weight of items) weighing in excess of 23kg; or
 - g) any item that may cause:
 - I. injury or offence to our staff or passengers; or
 - II. damage to our Vehicles.
- 12.4 Folded pushchairs will be carried, subject to space being available.
- 12.5 Lead and/or acid batteries will only be carried if securely sealed and placed on the floor, except where such items form part of a wheelchair or mobility scooter.
- 12.6 The safety and security of your Luggage is your responsibility.
- 12.7 Folded bicycles will be permitted to be carried, provided they are carried in a suitable carrying bag, and considered as Luggage as per these Conditions.

13 Animals

- 13.1 Assistance animals, guide dogs and hearing dogs are permitted to travel on our Vehicles.
- 13.2 Other dogs or inoffensive animals can be brought onto our Vehicle, only if permitted at the sole discretion of the Driver.
- 13.3 Reasons why animals will not be carried, include if the animal:
- a) appears dangerous;
 - b) is not being transported with an appropriate harness or in a suitable container;
 - c) is a banned breed; or
 - d) is likely to upset either other passengers or animals already on-board the Vehicle.
- 13.4 Animals are not permitted to sit or be placed on any seat within our Vehicle.
- 13.5 If you are travelling with an animal, it is your responsibility to ensure the animal:
- a) is at all times kept:
 - I. under proper control using an appropriate harness or other restraint mechanism;
 - II. on a lead or in a suitable container; and
 - b) does not cause a nuisance to the Driver or any other passengers.
- 13.6 We do not accept any liability caused for the loss, death or injury to animals whilst being transported on our Vehicles.

14 Lost property

- 14.1 If you find any lost property on our Vehicles you must immediately inform the Driver or an Inspector.
- 14.2 If you leave property on one of our Vehicles, you are required to follow the process set out at <https://nxbus.co.uk/lost-property> in order to identify the depot to which the Vehicle will return such lost property, if it is handed into to our Driver or found on our Vehicle.
- 14.3 We have no responsibility for any loss or damage whatsoever to any property left in our Vehicles or on our premises. This applies regardless of whether the property has been discovered by or given to our Driver or Inspector.
- 14.4 Where lost property is found or handed in to us, it will be retained for a maximum period of 28 days, with the exception of perishable goods, which will be destroyed immediately.
- 14.5 Any lost property which is or becomes objectionable, may be destroyed at any time.
- 14.6 If you are collecting your item of lost property, you will be asked to provide proof of identification and a precise description of the lost property that you are claiming to ensure you receive the correct item.