



Conditions of Carriage

Introduction

Torbay Minibuses appreciates your patronage and is committed to ensuring that you travel safely and comfortably on our clean and dependable bus service. This document outlines the Conditions under which we provide transportation services and is applicable to all customers utilizing our services. Our Conditions align with the relevant statutory regulations, including those concerning passenger conduct and lost property, and do not infringe upon your statutory rights.

General Conditions

We strive to deliver a safe, reliable, and timely service; however, there are instances when we may be unable to operate as scheduled due to factors beyond our control, such as road construction, detours, significant traffic delays, major events, severe weather conditions, and other unexpected operational issues. We will make reasonable efforts to inform you of any service disruptions, but in cases of cancellation, delay, diversion, or termination of any service, or if the service is unavailable due to the vehicle being at full capacity or other reasons, we will not be liable for any losses, damages, costs, or inconveniences you may experience. We do not guarantee service connections unless explicitly stated as a guaranteed connection in our advertisements. Our liability for death or personal injury resulting from our negligence is not limited or excluded, and your statutory consumer rights remain intact.

Passenger Conduct

We maintain the authority to deny entry or request that you exit our buses or facilities at any time if we believe your behaviour poses a risk to the safety, security, or comfort of others. While traveling with us, you are specifically required to:

- Avoid smoking traditional or electronic cigarettes.
- Conduct yourself in a way that is neither abusive nor threatening, ensuring that you do not offend other customers or staff members.
- Do not consume food or beverages that may create an unpleasant atmosphere for fellow passengers or cause any offense.
- Abstain from drinking alcohol.
- Refrain from playing loud music or using personal devices at a volume that could disturb other passengers.
- Do not leave rubbish or discarded items on the bus.
- Ensure that you are not wearing dirty work clothes or carrying any soiled items that could stain the seats or other areas.
- Adhere to the instructions provided by our staff and behave in a manner that respects the safety and comfort of other passengers and company employees. This includes avoiding standing near emergency exits, the vehicle entrance, next to the driver, or sitting in gangways, on staircases, or standing upstairs on a double-decker bus.
- If the bus you are travelling on is equipped with seat belts, you are legally obligated to wear one.
- Immediately inform a staff member if you sustain an injury while boarding, traveling on, or disembarking from the bus.

- Comply with staff instructions regarding the maximum number of standing passengers allowed on the bus. Clear signage indicating standing capacity is available on all our vehicles.
- Except in emergencies, do not engage the driver in conversation while the bus is in motion, obstruct their view, or distract them in any way.
- Always consider the needs of our elderly, young, and disabled passengers, and vacate designated seats and spaces for the elderly and disabled when requested.
- Do not distribute leaflets, papers, or other materials, nor offer items for sale or solicit donations without prior written permission from us.
- Do not tamper with any equipment installed on the vehicle.
- Avoid intentionally damaging or defacing any part of the vehicle.

Customers who, in the judgment of the driver or another company representative, are deemed likely to engage in antisocial behaviour may be prohibited from traveling. If you violate these or any other legal regulations, you will be required to provide your name and address to a company representative.

Additionally, you may be asked to leave the vehicle or removed from the bus or our premises by a police officer, or community support officer, and you will be denied further travel without a refund. We also retain the right to implement any necessary measures to ensure the safety and comfort of our customers and staff, which may include temporarily or permanently banning you from traveling with us following any misconduct.

Our buses and premises may be equipped with audio CCTV to enhance security for both customers and staff. Clear signage will indicate the presence of audio CCTV, and the recordings will be used exclusively for monitoring safety, security, service quality, and to support relevant criminal and civil legal proceedings as well as complaint investigations. Your images may be shared with the police, DVSA, the Traffic Commissioner, or any other enforcement agency upon their reasonable request.

While we will make every reasonable effort to manage the behaviour of other customers, we cannot be held liable for their actions.

Getting on and off the bus

In most urban regions, buses typically pick up and drop off passengers at designated bus stops. In high-traffic locations, specific stops may be reserved for particular services.

You are prohibited from:

- Boarding or disembarking from a moving bus or from a bus that is stationary at a location that is not an official bus stop, such as traffic signals or construction zones.
- Attempting to board a bus after it has departed from its designated position at any bus station. Using the emergency exits of any vehicle unless it is a true emergency. In some areas, there are no official bus stops; in these locations, buses will stop upon request where it is safe to do so.

It is advisable to choose a location away from parked vehicles and intersections, and to signal clearly and in advance to the driver of the approaching bus.

When you are ready to disembark, you should press the bell in a timely manner to notify the driver.

Carriage of wheelchairs, small prams/buggies & motility scooters

We are committed to continually enhancing our fleet to facilitate better access and accommodation for individuals using wheelchairs, disabled buggies, and certain approved mobility scooters, as well as for passengers traveling with young children in small prams and buggies.

Wheelchairs, disabled buggies, approved mobility scooters, and small prams or unfolded buggies can only be transported on appropriate low-floor vehicles.

While all our buses are designed to be wheelchair accessible, some routes may be serviced by coaches that do not offer this feature.

Any coach-operated journeys that lack wheelchair accessibility are clearly indicated in our timetables.

Provided there is available space and at the driver's discretion, we will allow small prams and unfolded buggies on low-floor buses within the designated area, but only when this space is not needed by a passenger in a wheelchair or an approved mobility scooter, as individuals in wheelchairs have legal priority. It is essential that prams and buggies do not obstruct the aisle at any time.

Legally, you must ensure that the designated wheelchair space is available for any customer wishing to board with a wheelchair, or, if no wheelchair user is present, for a disabled buggy or approved mobility scooter.

You are expected to assist in the proper utilization of the designated wheelchair space by vacating it if required by a customer in a wheelchair, or, if no wheelchair user is traveling, for a disabled buggy or approved mobility scooter.

This may involve repositioning small prams, folding buggies, and storing them in the luggage area. Non-compliance with this requirement will be considered a violation of the previous section above and may result in further action as outlined in that section.

Torbay Minibuses has adopted the Confederation of Passenger Transport (CPT) Code of Practice for the use and acceptance of mobility scooters on low-floor buses. The Code sets out standardised procedures, as well as clear information regarding the types of mobility scooters that can be accommodated on buses, to help operators ensure that mobility scooters are able to safely use their services. The Code provides for approved mobility scooter users to be issued with a permit for travel that will allow the bus driver to recognise that the mobility scooter has been approved by the operator and the user has been trained in how to safely board and alight from the bus.

Carriage of bicycles

Non-folding bicycles can only be transported on a limited number of buses that have been specifically adapted for this purpose.

In general, bicycles may be taken on vehicles at the owner's risk, as these vehicles are equipped with luggage compartments, unlike buses.

Safety regulations regarding the transport of bicycles are prominently displayed on the respective vehicles, and additional information can be obtained from the local Torbay Minibuses operating company.

Folding bicycles, when properly secured in a suitable bag or box and stored in the designated luggage area, are permitted on all vehicles.

Non-motorised scooters are not allowed on the upper deck of double-decker vehicles and must be safely stored in the luggage area on the lower deck.

E-Scooter

E-Scooters are explicitly prohibited from travel on all our services.

Luggage

To ensure the safety and comfort of all our passengers, we impose restrictions on the size, type, and quantity of luggage or personal items permitted on our buses, and we reserve the right to deny access to any item deemed inappropriate.

For services operated by buses rather than coaches, the driver has the discretion to refuse large, unsuitable, or cumbersome packages, as well as an excessive amount of personal hand luggage. On specific long-distance services operated by coaches, larger bags and suitcases weighing up to a maximum of 20kg must be presented to the driver for storage in the rear or underfloor lockers or trailers as needed.

Only the driver is authorized to store or retrieve luggage from these lockers or trailers; however, it is your responsibility to ensure that your luggage is loaded onto and unloaded from the coach or checked in at any station where check-in procedures are in place.

You must also always take care of your luggage, including at any station and your hand luggage while on the coach, except for items stored in the coach's hold. Please note that luggage locker storage

may not be available on certain local services operated by coaches. If you have any questions, please contact us.

You remain accountable for any items you bring. You may be denied travel if, for instance, the luggage capacity is already full or if the driver believes your belongings could obstruct gangways or emergency exits on the bus. We cannot accept responsibility for any loss or inconvenience if you are refused travel under these conditions.

All vehicles are subject to restrictions on carrying luggage for statutory safety reasons & the driver shall be the sole judge as to whether & to what extent passengers' property is carried. The Company will not accept liability for any damage or loss of any property, which belongs to any passengers and is left on a vehicle. Any articles of found property recovered from a vehicle will be held at the depot from where the vehicle is based and may be collected from there. It is strongly recommended that personal insurance is taken out for luggage and valuables.

We reserve the right to ask you to open any piece of luggage for inspection by the driver or another company official in your presence if deemed necessary for security reasons. You are accountable for any items you choose to bring with you.

Travel may be denied if, for instance, the luggage space is already at capacity or if the driver believes that your belongings could obstruct pathways, or emergency exits on the bus. We cannot accept liability for any loss or inconvenience you may experience if you are denied travel under these conditions.

Our responsibility for luggage is capped at £100 per passenger, and it is recommended that you obtain appropriate insurance if your luggage exceeds this value.

We reserve the right to ask you to open any piece of luggage for inspection by the driver or another company representative if deemed necessary for security reasons.

Fragile items, including electronic devices, portable televisions, computers, radios, and similar goods, will only be accepted if they are of a reasonable size and securely packed.

We will not be liable for any damage to these items, regardless of the cause.

Paint may only be transported in its original, properly sealed containers, with a maximum capacity of five litres. Certain items are strictly prohibited from being carried for safety reasons, including accumulators, explosives, ammunition, weapons, and any combustible or hazardous materials, such as petrol.

Animals

One well-behaved dog or small animal that poses no threat or inconvenience to other passengers or our staff is permitted to travel on our buses, subject to the driver's discretion regarding the most suitable location for the animal on the bus. A fare may apply for dogs, and further information can be found in the 'Guide to Tickets' provided by the Torbay Minibuses operating company on our website.

In accordance with the Dangerous Dogs Act, dogs must wear a muzzle or leashed when necessary. Small animals should be contained in a cage or box or kept on a lead. All animals must remain under control and are not allowed to occupy seats.

If you choose to bring an animal on board, you will be liable for any damage, loss, or injury resulting from its presence. Guide dogs, hearing dogs, or assistance dogs accompanying registered disabled individuals are permitted to always travel free of charge. Assistance dogs should wear their harness or identification jacket while on the bus.

Ticketing

When making a payment to the driver, it is essential to obtain a new ticket from the ticket machine that reflects the amount paid and is valid for the entirety of your journey. Please verify any change received and report any discrepancies immediately, as corrections cannot be made afterward.

We do not accept payments via cheque or foreign currency. If contactless payment is an option, you must ensure that your card is in good condition. Should your card fail to work when presented to the reader, it is your responsibility to provide an alternative card or another payment method.

Drivers cannot accept £50 notes and may not always have enough change for larger denomination notes.

You are required to keep your ticket, pass, or any other relevant documentation (including your contactless payment card) available for inspection by a Company Official throughout your journey. Failure to present this documentation, or if it is expired, altered, or tampered with, will result in your obligation to pay a fare for the journey, which may be a Standard Fare depending on the situation. Please note that we will not refund this fare if you later locate the missing ticket or documentation.

Upon completing your journey for which you have paid, or when your pass or other relevant documentation expires, you are required to disembark the bus or pay an additional fare to reach your intended destination.

It is your obligation to possess a valid ticket for the entirety of your journey and to carry any necessary identification related to the ticket you hold, such as proof of age, while traveling.

Failure to hold a valid ticket, pass, or other relevant documentation may result in prosecution.

Single or return fares purchased on the bus are typically calculated based on fare stages. If you board the bus at a location that is not designated as a fare stage, you will be charged from the previous fare stage. Likewise, if you disembark at a location that is not a fare stage, you will be charged to the next fare stage. In some regions, multiple stops may be combined into a single fare stage.

You are not permitted to break your journey when using a single or return fare unless local announcements explicitly state that this is allowed.

For certain trips, you may purchase a return ticket, which is more economical than buying two single tickets. Return tickets are typically valid only on the day of purchase unless otherwise stated and may have specific time restrictions regarding their validity. It is your responsibility to verify the validity conditions of a return ticket. Return tickets should be acquired from the bus driver during the outward journey and must be presented to the driver on the return journey for validation. They are valid for one single journey in each direction.

Children under the age of sixteen, as well as individuals whom the driver deems to be vulnerable, at risk, or in distress and unable to pay their fare, will be permitted to always travel, provided they can supply their name and address. This information will allow for the fare to be collected later, along with any reasonable administrative fees.

Up to four children under the age of five can travel for free when accompanied by a responsible adult, as long as they do not occupy a seat that could be used by a fare-paying passenger or are seated in a buggy in an appropriate area of the vehicle. Any additional children will be charged as if they were five years old or older.

Decisions regarding requests for refunds on tickets, travel, will be made at our sole discretion, and any approved refund may incur a reasonable administrative fee.

Concessionary travel schemes

Concessionary travel programs for various passenger categories are managed by all local authorities in England, as well as the governments of Scotland and Wales. The pass-issuing authority is responsible for establishing the terms, conditions, and regulations associated with these programs.

Furthermore, concessionary passengers using Torbay Minibuses vehicles are required to adhere to all provisions outlined in these Conditions.

Complaints

We encourage feedback and grievances as they are essential for enhancing our services and rectifying any issues that may arise. We prefer that individuals reach out to us rather than discontinue using our services.

Complaints will be addressed with sensitivity and respect, and we will not take them personally. We understand that customers desire to be taken seriously above all else. In instances where we have fallen short, we will extend a prompt and heartfelt apology, along with a sincere promise to prevent recurrence.

Torbay Minibuses has an appointed Director tasked with ensuring that suggestions and complaints are managed in accordance with our Code of Practice.

Information about the company can be found on our website, which also includes a how to submit suggestions or complaints online.

Details on how to reach our company are provided on all buses, in every timetable, and, where feasible, in informational leaflets.

All staff members are thoroughly trained and briefed on our Code of Practice and procedures. Every suggestion and complaint, whether submitted in writing, via email, in person, or by phone, will be thoroughly investigated and addressed.

We aim to respond as swiftly as possible, always within one week of receiving a complaint, even if the initial response is to outline the investigation process and its expected duration.

For comments or complaints regarding matters beyond our control, we will forward them to the appropriate organization and inform you of this action.

In England and Wales, the Bus Appeals Body (BAB) serves as an independent committee that reviews complaints related to local bus and scheduled coach services. If you are dissatisfied with our response, we will provide you with BAB's contact information, which is also accessible on our website, on all our vehicles, in all timetables, and, where applicable, in information leaflets.

In Scotland, complaints are independently reviewed by Bus Users Scotland (BUS). Contact information for BUS is available on our platforms.

Data protection

In all situations where we gather your personal information, whether related to a retail transaction, a customer survey, or any other purpose, we will ensure that the collection and processing of your data adhere strictly to the principles outlined in the Data Protection Act 1998.

Legal Notice

The laws of England and Wales shall govern these Conditions, and the Courts of England and Wales will have exclusive jurisdiction, unless your journey begins and ends entirely within Scotland, in which case the laws of Scotland will apply, and the Courts of Scotland will have exclusive jurisdiction.

If any provision of these Conditions is found to be invalid or unenforceable, this will not impact the validity and enforceability of the other provisions.

These Conditions represent the complete agreement between **Torbay Minibuses** and its customers. No employee is authorized to modify or change any of the terms outlined in these Conditions.

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