

## Conditions of Carriage (June 19)

### What are conditions of carriage?

These General Conditions of Carriage, as amended from time to time, (“Conditions”) apply to all Services (as defined in these Conditions) and set out your rights and duties as a customer.

Please read these Conditions (along with any Special Conditions that apply to your ticket) carefully before you purchase a ticket to travel on our coach services. These Conditions tell you who we are, how we will provide services to you, how and when you and/or we may change or end the contract between us, what to do if there is a problem and other important information.

## 1. Interpretation

### 1.1 Definitions

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

“**Brexit**” means the UK leaving the European Union;

“**Child Ticket**” means a ticket for travel on a Service for a child who qualifies for a discounted fare in accordance with Condition 4.3 or Condition 4.4 (as applicable);

“**Circumstances Beyond Our Reasonable Control**” means any circumstances which have an impact on our (or any Partner Operator’s) ability to provide the Services in accordance with these Conditions or any applicable Special Conditions, which are beyond our reasonable control, which shall include (without limit): war or threat of war, terrorism or threats of terrorism, riot or local disturbance or unrest, accidents or other incidents on or affecting roads, adverse weather conditions, fire and/or damage at a Station, unplanned fire alarm or other evacuation of a Station, actions by or compliance with the requests or recommendations of the Police, HM Customs or any other Governmental or Law Enforcement authority, vandalism, cyber-attack, unforeseen traffic delays or congestion, road works, strike/industrial action, problems or delays caused by other customers or passengers, breakdown or technical problems with a Coach (where not caused by our fault or negligence), bankruptcy, insolvency or cessation of trade of any Partner Operator or other supplier used by us and any circumstances that we reasonably consider could affect passenger safety;

“**Coach**” means the coach, bus or other passenger carrying vehicle or other means of passenger transport provided by us, or any other carrier, on which you are travelling in respect of a Service;

“**Contract**” means the contract between us and you for the supply of the Service, which shall be in accordance with these Conditions and any Special Conditions which apply to your Ticket;

“**E-Ticket**” means a Ticket which can be purchased online, over the telephone from our contact centre, or through one of our authorised ticket agents and which will be sent to you by e-mail. You can print off a copy of the E-Ticket to show to our driver or you can show the driver the E-Ticket from a smart device;

**“EU Passenger Rights Regulations”** means Regulation (EU) No 1818/2011 concerning the rights of passengers in bus and coach transport;

**“Journey”** means each journey you are entitled to make on a Service as set out in your Ticket;

**“Luggage”** means any suitcase or other bag which you leave in the luggage hold of the Coach or bring onto a Coach.

**“Service”** means any network services provided or arranged by us, or on our behalf, for the purpose of carrying persons and their Luggage by Coach, set out in a timetable published by us;

**“Special Conditions”** means any additional or special conditions relating to a particular Service or the way a Service is performed or relating to a Ticket or the method of delivery of a Ticket (including any restrictions as to the dates, days of the week, and times of day on which travel is permitted and conditions for advance reservations of seats) which appear on our website and/or are set out in any notices, offers or publications published by us, or otherwise notified to you in writing (including by email). For example, reduced and discounted fare tickets, promotional tickets, ‘add-on’ and special offers;

**“Third Party Provider”** means: (a) a third party operator who performs services on its own account in respect of which we are a ticket sales agent in accordance with Condition 2.3(a) or with Condition 2.3(b) (e.g. where a certain proportion of the seats on a service are allocated to the third party’s customers);

**“Ticket”** means any ticket, including E-Tickets issued by us, or on our behalf, which evidences our agreement to carry or arrange for the carriage of any person on a Service;

**“Ticket Machine”** means a ticket machine which is located on our Vehicle or at our Travel Centre which can be used to purchase a Ticket or print off a Ticket (that has already been purchased);

**“we”, “us” and “our”** refers to Tayside Public Transport Co Ltd, a company registered in Scotland, with registered number 907606, and whose registered office is at 44-48 East Dock Street, Dundee, DD1 3JS, trading under the following trade names: Xplore Dundee; Xplore More

**“Working Day”** means a day, other than a Saturday, Sunday or bank holiday, on which the clearing banks in Scotland are open to the public for the transaction of ordinary business;

**“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.

## **1.2 Interpretation**

In these Conditions:

**(a)** a reference to the singular shall include the plural and vice versa;

**(b)** a reference to a statute or statutory provision is a reference to it as amended, replaced or re-enacted from time to time. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision;

**(c)** any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and

**(d)** a reference to writing or written includes email.

## **2. When these Conditions Apply**

### **2.1 Our agreement to carry you**

These Conditions and any Special Conditions applicable to your Ticket will apply to all Services operated by us.

We agree to carry you and your Luggage on the Journey permitted by your Ticket, on and subject to these Conditions and any Special Conditions applicable to your Ticket. In the event of any conflict between the two sets of terms, the applicable Special Conditions shall take precedence over these Conditions.

### **2.2 Your agreement to comply**

By purchasing a Ticket, and/or by travelling on our Services, you accept these Conditions and any Special Conditions applicable to your Ticket and agree to comply with them. If you are purchasing a Ticket for another person, then it is your duty to make sure that they are aware of these Conditions and any applicable Special Conditions and agree to comply with them when they use the Ticket to travel on our Service.

## **3. Tickets**

### **3.1 Your ticket**

Your Ticket is a record of our agreement to carry you or to arrange for your carriage on a Service. Your Ticket is our property and shall be returned to us on request. If your Ticket was purchased by someone else, you agree that such person purchased the Ticket as your agent. A Ticket may only be used by the person(s) named in it or for whom it has been purchased and may not be transferred to or used by anyone else.

### **3.2 Validity of your ticket**

**(a)** Travel permitted by your Ticket: Your Ticket permits you to make the Journeys and travel on the Services stated on the Ticket, subject to any restrictions or conditions (such as dates, days of the week) set out on the Ticket or in any Special Conditions applicable to the Ticket.

**(b)** Period for which your Ticket is valid: Your Ticket is valid for travel:

- at the time(s) as is/are stated on the Ticket or in the Special Conditions which apply to the Ticket; or
- if it is an open return Ticket (i.e. with no other time(s) specified thereon) one month from the date of outward travel. You will need to make a reservation for a specific Service in accordance with Condition 5 if you want to ensure that there is a seat available on the return Service on which you want to travel.

**(c)** Expiry of your Ticket: When your Ticket expires in accordance with Condition 3.2(b), it is no longer valid for travel. You will need to ensure that your Ticket is valid for the entirety of your Journey(s).

### **3.3 Ownership of ticket**

Your Ticket remains our property at all times. If a Ticket is defaced, damaged or tampered with, or lost, it may not be valid for travel. We may at our discretion replace your Ticket in such circumstances; provided that we can confirm that it is still valid and subject to Condition 6.3.

### **3.4 It is your responsibility to check your ticket is correct**

You must check your Ticket for errors as soon as you receive it or, if you or someone on your behalf is purchasing it by electronic means, before it is purchased (and, in this section, “you” includes you and any person acting on your behalf) and to contact us if you consider that there are any errors, as explained below.

**(a)** If your Ticket was issued to you in person or by post, then you should check your Ticket as soon as you receive it and bring any errors immediately to the attention of the person who issued the Ticket to you.

**(b)** If you purchase an E-Ticket online, it is your responsibility to check the details to ensure that they are correct on the screen before payment is made and on your booking confirmation once received.

**(c)** If you believe that the Ticket we have sent or issued does not meet the information you provided at the time of booking, please contact us immediately and, at least, within the timeframes set out in paragraph (d) below. We will not be obliged to make any amendments to an E-Ticket after booking, except where you can provide evidence (which we consider to be satisfactory in the circumstances) in order to demonstrate that an error was due to our fault or technical error. In all other circumstances, any amendment to an E-Ticket will be made in accordance with Condition 3.5.

**(d)** If you fail to inform us of any errors in respect of any Ticket within the earlier of: (i) the date 2 Working Days after your receipt or purchase of the Ticket; and (ii) the departure time of the Service, then your Ticket will be assumed to be correct.

You must check the departure location and times shown on the Ticket as it is your responsibility to arrive at the correct departure point by no later than required under Condition 6.4.

### **3.5 Amendments to your ticket**

You may only make amendments to your Ticket if such amendments are permitted by the Special Conditions which apply to your Ticket and only then if you follow the process specified in those Special Conditions, including complying with any time limits and/or paying any additional fee payable. If you are allowed to make an amendment to your Ticket and you do so, then this shall constitute an amendment to our contract with you. Amendments to your tickets will be accepted where the airline has given you notice of a change to your inward/outward bound flights. There will be an administration charge of £5 per booking to amend your ticket.

## **4. Types of fares**

### **4.1 Discount cards**

If you have purchased your Ticket in conjunction with a discount card (i.e. Student Card), you must take the discount card with you whenever you travel on a Service, and you must produce it with your Ticket for inspection

when asked. If you fail to produce the discount card you will be required to pay the applicable fare payable for the Journey(s) permitted by your Ticket without the discount.

#### **4.2 Senior and disabled fares**

If you have purchased a Ticket using a Scottish Concession Card you must produce it with your Ticket for inspection and presentation on our ticket machine. If you fail to provide your Concession Card you will be required to pay the applicable fare for the Journey(s) permitted by your Ticket without the discount.

#### **4.3 Tickets for children and young persons**

**(a) Children under the age of three:** Children who are under the age of three may travel for free, provided that they are accompanied by a full fare paying adult aged 16 or over. If one adult is travelling with two or more children under the age of three, then only one child will be entitled to travel for free and the other children will qualify for a Child Ticket.

**(b) Children between the age of three and 15 inclusive:** Children between the ages of 3 and 15 shall qualify for a Child Ticket.

**(c) Unaccompanied children:** We will not be obliged to carry any child under the age of 14 on any Service unless that child is accompanied by a responsible person aged 16 or over. Unaccompanied children under the age of 14 will be refused travel. If travelling unaccompanied using a Child Ticket, you may be asked to present valid proof of age at the point of boarding or at any point during your Journey(s).

**(d) Young persons over the age of 16:** Young persons over the age of 16 do not qualify for a Child Ticket and will be required to purchase an adult Ticket (unless they qualify for any other discounted or concessionary travel).

**(e) Proof of age:** Evidence of the age of a child who is due to travel or is travelling may need to be produced at the time of purchase of a Child Ticket or at the point of boarding or at any point during the Journey(s) permitted by the Child Ticket. Failure to produce such evidence could result in the person travelling on the Child Ticket, or the person accompanying that person, being required to pay the full adult fare for the Journey(s) permitted by the Ticket (unless that person qualifies for any other discounted or concessionary travel).

### **5. Service & seat reservations**

#### **5.1. Reserve your service**

**(a) Making a reservation for a particular Service:** Where your Ticket is not for a specified Service (e.g. an Open/Walk Up Ticket) you are currently unable to make a reservation for a particular Service for the return journey. Your return journey will be a walk up and your travel will be dependent on availability on the service. If there is no availability you will be required to wait for the next available coach.

**(b) Cancelling or changing reservations for a particular Service:** Where permitted by any Special Conditions which apply to your Ticket, you may cancel or change your reservation for a particular Service by giving at least 48 hours notice to our Travel Centre within the time specified in the Special Conditions applicable to your Ticket. However, any cancellation or requests for changes to Service reservations after the departure of the applicable Service shall be considered to be a cancellation of the Ticket and, in such event, you shall only be entitled to a

refund of your Ticket where a refund is expressly permitted under Condition 10 of these Conditions or otherwise under any Special Conditions which apply to the Ticket. Certain types of Ticket have Special Conditions attached to them which do not permit changes to or cancellation of Service reservations after the time of the original Ticket booking.

**(c) Administration Charge:** We will be entitled to charge a reasonable administration fee plus an excess fee (if applicable) for making, changing, or amending a reservation for a particular Service. Please see the “Ask” section of our website at [www.nationalexpress.com](http://www.nationalexpress.com) for further information.

## **5.2 Seating Arrangements**

**Special assistance passengers:** We will endeavour to provide a seat that is appropriate to the needs of any passengers requiring special assistance at no additional charge to the Ticket fare. We recommend that passengers requiring special assistance contact our Travel Centre (Open 9-5 Mon-Fri & 10-4 Sat) at least 48 hours prior to departure of the applicable Service to give us time to arrange assistance for you. However, if you wish to book travel on the day or otherwise within 48 hours of travel we will make reasonable efforts to arrange assistance on the day or within any advance notice period provided.

## **6. Passenger Responsibilities**

### **6.1 Travel with a valid ticket**

You must travel with a valid Ticket and if you have been given a reservation number to quote to the driver of the Coach for your Service, your reservation number. You must make Your Ticket and any such reservation number available for inspection by the driver of your Coach or any Xplore representative at any time they request.

**(a) Travel without a valid Ticket:** You will be considered not to be travelling with a valid Ticket if you:

- fail to produce your Ticket for inspection when asked at any point during your Journey;
- do not have sufficient battery or signal on your mobile phone or other electronic device to display your E-Ticket (if you have not printed this) when asked at any point during your Journey. We therefore recommend that you travel with a paper copy of your E-Ticket as it may not always be possible to display your E-Ticket on your mobile phone or other electronic device;
- travel with a Ticket which you are not entitled to;
- travel on any Service on which your Ticket does not permit travel;
- travel in breach of these Conditions or any Special Conditions applicable to your Ticket;
- travel before the valid from date or after the expiry date of your Ticket;
- travel with a Ticket which is invalidated or fraudulent in accordance with these Conditions or any applicable Special Conditions.

**For the avoidance of doubt, this is a non-exhaustive list of circumstances in which you will be considered to have travelled without a valid Ticket as other circumstances may also show this to be the case.**

**(b) Effect of travelling without a valid Ticket:** We will not allow you to board a Service if you do not have a valid Ticket, or if you fail to purchase one from the driver of the Coach (subject to availability of a seat for your entire Journey).

If you do travel on any Service without a valid Ticket, you must leave the Service when asked, and we will be entitled to remove you from the Coach if you refuse, unless you immediately purchase a valid Ticket for your entire Journey (subject to availability of a seat for your entire Journey) and you pay:

(i) the applicable fare as specified by the driver of the Coach or any Xplore representative for the Journey which you are making; plus

(ii) a £20 penalty charge.

If you are using a discount Ticket which is not valid for that Service because you are using it on the wrong day or at the wrong time, or you are unable to evidence your entitlement to use the relevant discount (for example you do not have your Matriculation/Concession card or the card is not in your name) you must pay:

(i) an excess fare up to the amount of the full standard fare for the Journey you are making; plus

(ii) a £20 penalty charge.

**(c) Fraudulent Tickets:** If we have reasonable grounds to believe that a Ticket has been fraudulently obtained or used, we reserve the right to invalidate the Ticket and prevent you from travelling on all or any of our Services. You shall not be entitled to a refund in respect of any Ticket invalidated in accordance with this Condition, and we shall have no further obligations or liability to you. If you are found travelling with a Ticket that we have reasonable grounds to believe has been fraudulently obtained or used, you will be treated as not having a valid Ticket and Condition 6.1(b) above will apply.

**(d) Other action:** The actions we may take in respect of persons travelling without a valid Ticket set out in this Condition 6 are not exclusive and we reserve the right to take any other action we consider appropriate, including prosecuting any person travelling without a valid Ticket or reporting the incident to the police for investigation or prosecution.

### **6.2 Appealing a penalty charge**

If you have paid a penalty charge and wish to appeal against the charge, please send your original Ticket, receipt for the penalty charge and a covering letter clearly explaining your grounds for appeal and any supporting evidence to: Customer Relations, Xplore Dundee, 44-48 East Dock Street, Dundee, DD1 3JS. We will determine whether your appeal will be upheld or not.

### **6.3 Take care of your ticket**

You must take care of your Ticket, including by not losing, tampering with or spoiling your Ticket and by ensuring that your mobile phone or other electronic device is sufficiently charged so that a Ticket texted to your phone or accessed via your email (an E-Ticket) can be displayed when boarding your Service and at all times during your Journey.

**(a) Lost and Stolen Tickets:** We will not be obliged to replace your Ticket if it is lost or stolen. You will be required to purchase a new Ticket at the published fare for the Journey(s) you wish to make to enable you to travel.

**(b) Tampered with Tickets:** We will not be obliged to replace your Ticket if it is tampered with (including by any information on it being altered or obscured in a way we consider is, or is likely to be, deliberate). You will be required to purchase a new Ticket at the published fare for the Journey(s) you wish to make to enable you to travel. If you travel with a Ticket that has been tampered with, it will be treated as invalid and you will be considered to have travelled without a valid Ticket.

**(c) Spoiled, Damaged or Corrupted Tickets:** If your Ticket has been spoiled, damaged or corrupted in any way (including by it or any information on it being obscured in a way we consider is, or is likely to be, accidental) then we may, at our entire discretion, replace your Ticket if you ask for a replacement Ticket a reasonable time before your scheduled departure and you provide us with proof of your purchase of the Ticket, your identity and a reasonable explanation for why your Ticket has been spoiled, damaged or corrupted. If we do agree to replace your Ticket, we may charge you a reasonable administration fee for doing so. If you travel with a Ticket that has been spoiled, damaged or corrupted in any way, it will be treated as invalid and you will be considered to have travelled without a valid Ticket.

**(d) No refunds:** Subject to any Special Conditions that apply to your Ticket, we will not give refunds in respect of any lost, tampered with or spoiled, damaged or corrupted Tickets.

#### **6.4 Arrive early**

**(a) Services:** You should arrive at the boarding point for your Service **at least 10 minutes** prior to the timetabled departure time for that Service to ensure your place on the Service. We will normally release any unoccupied seats five minutes prior to the published departure time.

**(b) Effect of late arrival:** We may give your place to another passenger if you arrive later than stated in Condition 6.4 (a) in which case you will be considered to have missed the Service. We shall not be liable to you if you miss the Service as a result of your late arrival, and we shall not be obliged to hold up any Service to wait for you, or to provide a place on any other Service, if you miss a Service. In exceptional circumstances we will make all reasonable efforts to allow you to travel on the next available Service, subject to seats being available.

#### **6.5 Allow sufficient time for connections**

You must allow plenty of time for a Service to arrive in time to connect with any of our other Services or services provided by third parties.

**(a) Connections with other National Express Services:** We recommend that, when you book Tickets on more than one National Express Service, you allow at least the minimum connection time between those Services as specified in our timetable (as published from time to time). If you fail to do so we cannot guarantee that you will make any connections and will not be responsible for any additional costs or losses you incur as a result (e.g. you having to buy a Ticket for another Service if you miss your connection), unless caused by our failure to provide the

Service with reasonable skill and care. For the avoidance of doubt, we will not be responsible for such additional costs or losses where caused by Circumstances Beyond our Reasonable Control or any reason as a result of or in contemplation of Brexit.

**(b) Connections with transport provided by third parties:** Where such transport involves air travel we recommend you allow at least 180 minutes between the Service scheduled arrival time and your flight departure time or such longer period as may be recommended by your airline or the airport from which you are travelling and you should contact the airline you are flying with and the airport you are flying from to confirm if a longer period is recommended. Passengers who do not allow the recommended time between Service arrival and third-party service departure times do so at their own risk and we shall not be liable for any additional costs or losses you incur as a result unless caused by our failure to provide the Service with reasonable skill and care. For the avoidance of doubt, we will not be responsible for such additional costs or losses where caused by Circumstances Beyond Our Reasonable Control or any reason as a result of or in contemplation of Brexit.

### **6.6 Wear a seat belt**

It is your responsibility to ensure that you comply with the following seat belt requirements.

**(a)** You **must wear** the seatbelt provided at all times whilst seated on the Coach during a Journey (as this is required by law and for your own and others' safety). This also applies to passengers travelling in wheelchairs. You may still use the toilet facilities onboard the Coach (if fitted) but must refit your seatbelt immediately upon returning to your seat.

**(b)** If you are travelling with a valid seat belt exemption certificate, you do not have to wear a seatbelt but you will not be permitted to be seated in any of the front seats of the Coach for your own, our employees and other –passengers' safety.

### **6.7 Joining and leaving a service**

You may not board or leave a Service except at the start, or finish point of your Journey, save for any ill health breaks permitted under Condition 6.7 below.

### **6.8 Ill health breaks**

If, after you commence a Journey, you are prevented from travelling further by reason of illness, we will at our discretion permit you to break your Journey at the next available and safe stop, and to resume your Journey on the next Service which has available seats after you become fit to travel again.

### **6.8 Emergency contact**

In emergencies, we recommend that you call the helpline telephone number displayed on your Ticket

## **7. Xplore Dundee responsibilities**

### **7.1 Our obligation to carry you**

We will carry you and your permitted Luggage on the Service permitted by your Ticket, on and subject to these Conditions and any Special Conditions applicable to your Ticket and, except where your Ticket permits travel on a specific Service, subject to availability of a seat on the Service on which you wish to travel. We will use reasonable

care and skill in providing the Services, but we cannot guarantee that there will be an available seat on any Service unless your Ticket permits travel on a specific Service. If your Ticket does not permit travel on a specific Service (for example it's an open/walk up return) you will be informed of availability of the service required at the time of walking up to the coach. If no seats are available you will be required to wait for the next available service.

## **7.2 Our carriage of wheelchair users & users of mobility scooters**

Carriage and assistance of wheelchair users & users of mobility scooters is provided in accordance with our published code of conduct, titled 'Disabled Code of Practice' which is available upon request from our Assisted Travel Helpline or at [www.nationalexpress.com](http://www.nationalexpress.com).

**(a) Travel in wheelchairs:** The majority of our Services are now performed by fully wheelchair-accessible coaches which can convey a passenger in their wheelchair in the designated wheelchair space. For those passengers seeking to travel in a wheelchair, we need to carry out the checks listed in our Wheelchair User Guidelines (available from our Assisted Travel Helpline or at <https://www.nationalexpress.com/en/help/wheelchair-user-guidelines>) to ensure that we are able to provide travel (the "Requirements") and we also need to check that the wheelchair is powered by dry cell, or gel-type or lithium batteries only. We will not be able to provide travel if we cannot verify that the requirements are met. We therefore recommend that a passenger wishing to travel in their wheelchair makes a booking at least 48 hours in advance of when they wish to travel through our Travel Centre on 01382 340006/7 (lines open 9am - 5pm Mon – Fri and 10-4 Sat) to give us time to carry out these checks. However, if you are a passenger wishing to travel in your wheelchair and you wish to book travel on the day or otherwise within 48 hours of travel, we will make reasonable efforts to carry out these checks on the day or within any advance notice period provided. We cannot guarantee a wheelchair space on all Services and this will be based on availability of seats.

**(b) Travel in a Coach seat:** For passengers who can transfer from their wheelchair to the Coach seat, we can transport lightweight manual wheelchairs where they can be safely stowed in the luggage hold of the Coach, which will be the case where they can be folded down and weigh less than **20kgs**. This means we may not be able to transport wheelchairs, even if they can be folded, where assistance equipment or auxiliary aids mean they cannot be safely stored in the luggage hold or where their weight means they cannot safely be lifted into and out of the luggage hold. If you want to use the wheelchair lift, we also need to check that the stops at which you wish to board and alight the Coach are accessible stops at which the wheelchair lift can be deployed and that the combined weight of you and your wheelchair is capable of being lifted by the wheelchair lift. We therefore recommend that a passenger wishing to transfer from their wheelchair to a Coach seat makes a booking at least 48 hours in advance of travel, through our Travel Centre on 01382 340006/7 (lines open 9am - 5pm Mon – Fri and 10-4 Sat) to allow us to check that your wheelchair (and ancillary equipment if applicable) is safe for stowage in the luggage hold and, if you want to use the wheelchair lift, that the stops that you wish to use are accessible stops at which the wheelchair lift can be deployed and that you can be lifted by the wheelchair lift while in your

wheelchair. However, if you wish to book travel on the day or otherwise within 48 hours of travel, we will make reasonable efforts to carry out these checks on the day or within any advance notice period provided.

**(c) Mobility Scooters:** For passengers who use mobility scooters, while such scooters cannot be transported in wheelchair space in the Coach, we may be able to provide travel if the passenger can transfer to a Coach seat and the mobility scooter can be safely stowed in the luggage hold of the Coach, which will be the case where they are capable of being dismantled and reassembled by you or your companion, the heaviest part does not exceed 20kgs in weight and the mobility scooter is operated by dry cell, gel-type or lithium batteries only and no spare batteries are stored in the hold.

Our drivers and staff are unable to dismantle or reassemble mobility scooters. We therefore recommend that booking is made at least 48 hours in advance of travel, through our Travel Centre on 01382 340006/7 (lines open 9am - 5pm Mon – Fri and 10-4 Sat), so that we can check that your mobility scooter is safe for stowage in the luggage hold. However, if you wish to book travel on the day or otherwise within 48 hours of travel, we will make reasonable efforts to carry out these checks on the day or within any advance notice period provided.

### **7.3 Our carriage of animals**

We will not carry dogs or any other animals on our Coaches, with the exception of trained assistance dogs who have been trained by a member organisation of Assistance Dogs (UK). You must ensure that your dog travels with their relevant identification and evidence that they are assistance dogs trained by one of the member organisations.

## **8. Cancellations and Refunds**

### **8.1 Can you change or cancel your ticket?**

**(a)** If you wish to amend your Ticket: Please refer to Condition 3.5.

**(b)** If you wish to cancel your Ticket: Please check the Special Conditions which apply to your Ticket for the circumstances in which you are permitted to cancel your Ticket and are entitled to a refund. Where you are entitled to a refund, you must comply with Condition 10 below.

**(c)** Please note that we sell some Tickets which may be completely non-refundable. You should choose the Ticket and fare which best suits your needs and consider taking insurance to cover instances where you might have to cancel your Ticket.

**(d)** Tickets are non-transferable.

### **8.2 Changes and cancellations by us**

**(a) Changes to and/or Cancellations of Services:** We will run our Services using reasonable care and skill. However, occasionally we may need to alter, delay or withdraw our Services (or terminate a Service once it has commenced) with or without notice and whether before or after you have booked a space on the Service, and to substitute an alternative Service, due to operational reasons or Circumstances Beyond Our Reasonable Control. In such circumstances, we will endeavour to notify you of the alteration, delay, withdrawal or termination of the Service, and of any substitute or alternative Service, as soon as reasonably practicable.

**(b) Cancellation of your Ticket:** We also reserve the right to cancel your Ticket, and/or refuse to carry you on any of our Services, if you fail to comply with these Conditions and/or any Special Conditions that apply to your Ticket.

## **9. What are we liable for?**

### **9.1 What we are not liable for**

Except as provided in these Conditions, 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.

### **9.2 If we cancel your ticket due to your breach**

If we cancel your Ticket, and/or refuse to carry you on any of our Services, due to your breach of any of these Conditions and/or any Special Conditions that apply to your Ticket, we will have no obligation to refund the fare nor any other liability to you.

### **9.3 If we alter, cancel or withdraw a service, other than for your breach**

In this case, our liability depends on other factors explained below.

**(a) No liability if you have no reservation:** If we cancel or withdraw a Service before it has commenced, and you do not have a place reserved on it, we shall have no liability to you or any third party.

**(b) Cancellation before Service has begun:** If we cancel or withdraw a Service before it has commenced, and you do have a place reserved on it, our liability will be at our option to:-

(i) make suitable alternative arrangements to carry you to your destination on another Coach, or other mode of transport as we consider appropriate; or

(ii) cancel the Ticket, and allow you to claim a refund of the full amount of the fare if no portion of the Ticket has been used, or, if the outward part of a return Ticket has been used, 50% of the fare for the return Journey. To obtain a refund you must comply with Condition 10 below.

**(c) Cancellation after Service has begun:** If a Service on which you are travelling commences and is terminated before reaching your destination, our liability will be at our option to:-

(i) make suitable alternative arrangements to carry you to your destination on another Coach, which may not have all of the advertised facilities; or

(ii) make suitable alternative arrangements to carry you to your destination by another mode of transport as we consider appropriate.

The remedies listed above shall be your sole remedies in circumstances outlined in this Condition 9.2 and, except as provided in this Condition 9.2, we shall not be liable for any loss, damage, liability, cost or expense suffered or incurred by you or any third party as a result of any alteration, cancellation or withdrawal of any Service by us.

#### **9.4 Our maximum liability to you**

Subject to Conditions 9.5 and 9.6 our maximum liability to you for any loss, damage, liability, cost and expense, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, arising under or in connection with the contract for your carriage on our Services shall not exceed:

**(a)** where Regulation (EU) No 181/2011 applies and we cause loss of or damage to any wheelchair, other mobility equipment or assistive device, the cost of replacement or repair of the equipment or devices lost or damaged;

**(b)** £500 in relation to all and any loss or damage to Luggage or other items of property which is not covered by Condition 9.4(a);

**(c)** the greater of (i) the cost of your Ticket received by us or (ii) £1,000, in relation to all other losses, damages, liabilities, costs and expenses not covered by Condition 9.4(a) or Condition 9.4(b).

#### **9.5 No exclusion or limitation of liability**

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. Nothing in these Conditions shall affect your statutory rights.

#### **9.6 Exclusion of liability for certain types of loss**

We shall not be liable to you for any loss of revenue, loss of profit, loss of business or opportunity or business interruption, or any indirect or consequential loss.

#### **9.7 Liability in relation to carriage by third party providers**

We accept no responsibility or liability whatsoever and howsoever caused for the actions or omissions of such Third Party Provider or any of their employees, agents or contractors (including if that Third Party Provider fails or delays in carrying you on their services) and you shall make your claim for any loss or damage you suffer or incur direct against that Third Party Provider as your contract is with them for your carriage on their service. Without prejudice to the foregoing, to the extent that we are found by any competent court to have any liability to you for any act, omission, negligence, or default of any Third Party Provider then our liability to you shall be as if we had carried you on and subject to these Conditions and that Third Party Provider were our sub-contractor.

### **10. Refunds**

#### **10.1 When you are entitled to a refund**

You will be entitled to a refund either where:

(i) you have cancelled your Ticket and you are entitled to a refund under the Special Conditions which are applicable to your Ticket; or

(ii) we have had to alter, delay or cancel a Service other than due to your breach you are entitled to a refund in accordance with Condition 9.2 above.

#### **10.2 What procedures apply in relation to refunds**

**(a) Making the claim:** If you wish to cancel your Ticket earlier than 72 hours prior to the departure time shown on your Ticket you may claim a refund from the office or agent who issued the Ticket. If you wish to cancel your Ticket and claim a refund later than 72 hours prior to the departure time shown on your Ticket or after the departure time shown on your Ticket or you are unable to contact the original issuing office you should write to Customer Services, Xplore Dundee, 44-48 East Dock Street, Dundee, DD1 3JS, enclosing your Ticket (or in the case of E-Tickets, the Ticket Number and type) and an explanation as to why you could not use it. If you have a Ticket which covers more than one person, the claim for a refund must be made by all of those persons at the same time.

**(b) Proof of matters:** When making your claim for a refund, you must provide reasonable proof of your identity and proof of purchase of the Ticket.

**(c) Paid Tickets:** You are only entitled to a refund if you have paid for the Ticket which is being refunded.

**(d) Time limit for refunds:** You must make your claim for a refund of a Ticket no later than 28 days after the date on which your Ticket is valid for travel.

**(e) Return of your Ticket:** When making your claim for a refund, you must return your unused Ticket (or the portion of your unused Ticket) to us. We will not be obliged to give you a refund until we have received your unused Ticket. This does not apply to E-Tickets. You will be responsible for the cost of returning any Tickets to us.

**(f) Refund charge:** We will make an administrative charge of £5 per passenger (or such other charge as we may specify from time to time) for giving a refund and cancelling your Ticket except if the refund is made because of a cancellation or withdrawal of a Service as detailed in Condition 9.2 or if covered free of charge by the Special Conditions.

**(g) Effect of refund:** If we give you a refund, your Ticket will be cancelled and we shall have no further obligation to carry you on any Service with that Ticket.

**(h) Partial refunds:** Unless stated otherwise in the Special Conditions applicable to your Ticket, if you have used the outward part of a return Ticket but not the return part, we will only refund the price paid for the return part of the Ticket.

**(i) Non-refundable items:** In addition to certain non-refundable Tickets, there are other charges which are non-refundable (including, without limitation, booking fees).

**(j) Fraudulent refund claims:** We shall not be obliged to process a refund where we have reason to believe that the claim for the refund is made fraudulently.

For the avoidance of doubt, making a claim for a refund does not guarantee that we will issue a refund, as refunds are only payable in the circumstances described in Condition 10.1 above.

## **11. Luggage**

### **11.1 Permitted luggage**

We will carry your Luggage on and subject to these Conditions and any applicable Special Conditions.

**(a) Permitted Luggage:**

(i) You may store in the luggage hold of the Coach, free of charge, either: 2 medium sized suitcases or rucksacks each measuring no more than 70cm x 45cm x 30cm and weighing, in total, no more than 23kg, or one large suitcase or rucksack measuring no more than 75cm x 50cm x 32cm and weighing no more than 23kg.

(ii) You are also allowed to take onto a Service, free of charge, one small piece of soft hand Luggage measuring no more than 45cm x 35cm x 20cm. In this context hand Luggage means something that, in the opinion of a driver or other Xplore representative, is capable of being stored safely in the overhead locker or beneath the seat of the Coach, whose opinion shall be final. With the exception of briefcases no hard-shelled cases, wheeled bags or hard framed rucksacks/backpacks are permitted on board for safety reasons and must be stowed in the luggage hold of the Coach. Such items of Luggage will be stowed free of charge in the hold provided that: (a) it measures no more than 45cm x 35cm x 20cm and you do not take on board any hand Luggage, or (b) it is within your hold Luggage allowance referred to under Condition 11.1(a)(i) above.

**(b) Excess or Outsized Luggage:** We shall have no obligation to carry Luggage in excess of the permitted amount or size or which doesn't fit into a standard luggage shape (including for example only, sports equipment such as surfboards, skis and fold-up bikes, tents and musical instruments) but we may, at our entire discretion, agree to carry additional pieces of hold Luggage, or 'outsized' items, subject always to space being available and on payment of a charge for each extra or 'outsized' pieces. The charges will be confirmed during the booking process. An absolute maximum of three chargeable items of Luggage may be taken in the hold (maximum 5 overall) subject always to space being available and the charges having been paid and our agreement to carry the same. Priority will be given to customers travelling with Luggage within the free limits. Customers will be permitted to 'pool' their individual allowances if they are travelling in a group or as a family, but they must be travelling on the same Ticket. If you pre-purchase excess Luggage or 'outsized' items and there is insufficient space to take the Luggage or 'outsized' items, you will have to wait for the next Service with available seats where priority to board will be given to you over customers without reservations.

**(c) Wheelchairs, mobility scooters and pushchairs:** Folding wheelchairs, dismantled motor scooters and folding pushchairs/buggies will be carried free of charge in the hold where these comply with Condition 7.2 or, in the case of buggies/pushchairs, they do not exceed 20kg in weight. **Baby car seats will be carried but will incur the cost of an additional seat a a child cost**

**(d) Fragile items:** We only agree to carry fragile items if they are of reasonable size and securely packaged in order to not become damaged in the luggage hold, subject to space being available and any charges being paid if the items are excess or outsized items.

**(e)** If we agree to carry any particular Luggage or other item of property on any Journey this does not mean that we have agreed to carry that Luggage or other item of property on any subsequent Journey you make, unless it is Luggage that is free of charge.

**(f) Customers must travel with their Luggage:** We will never carry unaccompanied Luggage or other items of property (including parcels) in any circumstances.

**(g) Customers should insure their Luggage:** You should fully insure your Luggage and other items of property with reputable insurers for an adequate amount against all usual and normal risks of loss or damage especially if you are carrying valuable items.

### **11.2 Prohibited items**

**(a) What are prohibited items?** We are not obliged to carry any of the following items, and you may not bring them onto any Coach or into any Station without our permission:

- (i) weapons;
- (ii) explosives;
- (iii) drugs (other than medicines for which you have a prescription or were obtained over the counter);
- (iv) caustic substances or solvents;
- (v) non-folding pushchairs/prams;
- (vi) oversized sports equipment (other than where we agree to do so under Condition 11.1);
- (vii) non-folding bicycles (other than where we agree to do so under Condition 11.1);
- (viii) wheelchairs and mobility scooters (except in accordance with Condition 7.2 and Condition 11.1);
- (ix) any other items which we are not permitted to carry under the law of this country, and
- (x) any items which, in our opinion or in the opinion of any driver of a Coach or Xplore representative, are or may be unsafe, or may cause injury, offence or damage to any persons or property, including items with sharp or protruding edges, any item over 23kg in weight or any item which cannot be folded down or packaged to comply with Condition 11.1, or items which are otherwise considered by us to be unsuitable for carriage by reason of their weight, size, shape or character, or which are fragile (and not securely packed) or perishable or in liquid form (and not securely sealed).

If you have any doubts about whether we will carry any particular item, you should obtain our written confirmation before purchasing your Ticket and bring this with you when you travel.

**(b) What happens if you take prohibited items:** If you take any prohibited items onto any Coach we will advise you that they are prohibited, we will remove them from the Coach immediately on discovery and we will take such other action as we consider to be appropriate in respect of such items, including to involve the police if we consider that there are any security or safety issues. We may also refuse you travel.

**(c) We will not be liable to you in respect of prohibited items:** If you take any prohibited items of property onto any Coach we shall not be liable for any loss or damage occurring to such items for any reason whatsoever, including our removal of such items. If you are refused travel due to bringing any prohibited items onto any Coach we will not be obliged to refund your Ticket and we will not be liable for any loss, damage, inconvenience or cost or expense you suffer or incur as a result.

### **11.3 Other conditions relating to luggage**

**(a) Packing of Luggage:** You must pack all of your Luggage safely and securely, and lock and fasten it, with a view to protecting your Luggage from loss, damage or interference, and to protect any persons or other property on a Coach from being damaged by your Luggage. We will not be obliged to carry any Luggage which has not been properly packed.

**(b) Labelling of Luggage:** All Luggage should be clearly and appropriately labelled with your name or other contact details. We will not be obliged to carry any Luggage which has not been properly labelled.

**(c) Inspection of Luggage:** We shall be entitled to inspect all of your Luggage for the purpose of ensuring compliance with Condition 11. We shall not be obliged to carry you or your Luggage, and shall be entitled to remove you and/or your Luggage from any Coach, if you refuse to submit your Luggage to a search or if the results of the search reveal any non-compliance with Condition 11 or cause for concern as explained in Condition 11.

**(d) Storage of Luggage:** All Luggage, other than hand Luggage, must be stored in the hold or other storage compartment on the Coach and not in the passenger compartment of the Coach.

**(e) Care of Luggage:** Except for any Luggage stored in the hold of a Coach, you must also look after your Luggage and other items of property at all times during your Journey. You must also make sure you do not leave any of your Luggage or other items of property unattended at any time, including at any Station and including your hand Luggage whilst on a Coach.

**(f) Getting the Luggage onto and off of a Service:** On Services Drivers will load and unload your Luggage which is placed in the hold on to and off of Coaches but may request your assistance in loading any oversized or heavy or fragile items of Luggage. You should comply with any such request where you are reasonably able to do so. Notwithstanding the driver's assistance, it is your responsibility to see your Luggage put on and taken off a Coach.

**(g) Valuable and Important items:** Small valuable items and important papers or instruments creating legal entitlements should not be stowed in the Luggage hold of the Coach under any circumstances but must be taken on board the Coach as hand Luggage. Small valuable items include bank cards, money, medication, jewellery, precious metals, laptop computers, hard drives, personal electronic devices and mobile phones, and important papers and instruments creating legal entitlements include negotiable documents, securities, business documents, passports, visas, tickets and identification documents. Small valuable items and important papers or instruments creating legal entitlements will be carried on the Coach at your own risk and must not be left unattended by you. Where possible, small valuable items should be carried on your person and important papers and instruments should be kept in a bag, fitted with a lock as you see fit.

We strongly advise that you do not bring large valuable items onto the Coach as hold Luggage. If you choose to carry any large valuable items onto the Coach, provided that they otherwise comply with this Condition 11 they will be stored in the hold of the Coach at your own risk. We shall have no liability for any loss or damage occurring to any valuable item placed in the hold of the Coach for any reason whatsoever.

#### **11.4 Left and lost luggage**

**(a) Left Luggage:** If you leave behind any of your Luggage or other items of property on a Coach, you should notify us as soon as possible and in any event within 24 hours of the end of your journey by calling us on 01382 201121, lines open 9am-5pm Mon - Fri. Alternatively, you can write to us at Customer Services, Xplore Dundee, 44-48 East Dock Street, Dundee, DD1 3JS or via any other advertised address for the purpose. If you notice that you have left behind any of your Luggage or other items of property on a Coach and we locate it, we will use reasonable efforts to store it in accordance with Condition 11.4(c), subject to our rights to dispose of it as specified in that Condition, and to make it available for collection by you at a place we specify during our normal working hours.

**(b) Lost Luggage or other items of property:** If without being notified, we find any lost Luggage or other items of property on a Coach, we may store it in accordance with Condition 11.2(c), subject to our rights to dispose of it as specified in that Condition, but any such storage will be at your risk and you will be responsible for contacting us about it.

**(c) Storage of left and lost Luggage or other items of property:** We shall be entitled to open and examine any left or lost Luggage or other items of property to seek to ascertain who it belongs to and/or for health and safety and/or security reasons. If there are any items in left Luggage or other items of property which we consider are unlawful, dangerous or perishable or otherwise unsuitable for storage, we shall be entitled to hand them over to the relevant authorities or dispose of such items at any time. As our storage facilities are limited we may only hold on to left or lost Luggage or other items of property for 28 days, after which time we reserve the right to dispose of it in any manner we consider appropriate.

**(d) Fee for left or lost Luggage or other items of property:** We may charge you a reasonable administration and/or repatriation fee for the storage and return of your left or lost Luggage or other items of property.

**(e) Our liability for left or lost Luggage or other items of property:** We will not be liable to you, or any third party, for any loss of or damage to left or lost Luggage or other items of property as a result of any action taken by us in accordance with this Condition 11.4, unless we fail to use reasonable care in respect of left Luggage or other items of property that you notify us about accordance with Condition 11.4(a), in which case Condition 11.6 applies.

**(f) You must hand over lost Luggage or other items of property of other people:** If you find any property of any other person on any Coach that we own or manage, you must hand it over to us immediately.

#### **11.5 Notification of damage to luggage or other items of property**

You should check all your Luggage and other items of property at the time of disembarking a Service for any damage and notify the driver or a Xplore representative at the time of discovering such damage or, in any event, within 24 hours of the end of your Journey by calling us on 01382 201121, lines open 9am-5pm Mon - Fri. Alternatively, you can write to us at Customer Services, Xplore Dundee, 44-48 East Dock Street, Dundee, DD1 3JS or via any other advertised address for the purpose. Any claims in respect of damaged Luggage or other items of property must be received by us as soon as possible after the date you discover the damage to the Luggage or

other items of property and, in any case, within 28 days of the date of your Journey. You must provide suitable evidence of the damage to the Luggage or other items of property with your claim (for example, photographic evidence and receipts for items included in your Luggage or other items of property).

#### **11.6 Our liability for loss or damage to luggage**

We will take reasonable care of your Luggage while you are travelling with it on any Journey and if you notify us that you have left it behind and we locate it in accordance with Condition 11.4(a). We will only be liable for any loss of or damage to your Luggage or other items of property caused by our failure to use such reasonable care and such liability will be subject to Condition 9.4.

### **12. Passenger Behaviour**

#### **12.1 Required behaviour and prohibited behaviour**

We wish to make travel with Xplore More as comfortable as possible for all of our customers.

**(a) Required behaviour:** You must ensure that you:

- (i) Behave in a reasonable, sensible and lawful manner on a Coach;
- (ii) Comply with any request or instruction from any driver of a Coach or any Xplore representative; and
- (iii) Use mobile phones and other electronic devices considerately on all Coaches.

**(b) Prohibited behaviour:** You must ensure that you do not:

- (i) Behave in a way that is, or is perceived to be, abusive or threatening to any person or otherwise in a disorderly way;
- (ii) Conduct yourself in a way which does or may endanger yourself or any other person;
- (iii) Obstruct or interfere with any driver or other crew on a Coach, or any Xplore representative, in the performance of their duties or fail to comply with their instructions;
- (iv) Behave in a manner which causes discomfort, inconvenience, danger, damage or injury to any other person or to property on board any Coach or to any Coach;
- (v) Obstruct or allow any of your Luggage to obstruct any aisle or emergency exit on any Coach;
- (vi) Play any music players, musical instruments or electronic devices that are audible and distracting or annoying to any person on any Coach, or which interfere with, or render less audible, any public address system or other equipment;
- (vii) Take onto any Coach any alcoholic drinks or drugs (other than medicines) for the purpose of consuming them, or consume them on any Coach;
- (viii) Board any Coach whilst under the influence of alcoholic drinks or drugs (other than medicines);
- (ix) Smoke (including substitute smoking materials such as electronic cigarettes) onboard any Coach;
- (x) Board any Coach whilst you are seriously ill or suffering from any serious contagious illness; or
- (xi) Commit a criminal offence.

#### **12.2 Other regulated behaviour**

**(a) Food and drink:** You are welcome to bring onto the Coach hot drinks provided they are fitted with a safety lid to avoid spillage and you take care with them, cold non-alcoholic drinks and cold food. You are not permitted to bring onto the Coach, or consume on the Coach, any hot or strong smelling food.

**(b) Rubbish:** You must take your rubbish with you when you leave the Coach.

**(c) Filming:** You shall not, without our prior written consent, film on any Coach for any commercial or professional purpose. You may film for personal or private purposes provided that such filming does not cause, and is not likely to cause, distress or alarm to any driver, Xplore representative or any other customer or passenger. Our drivers and Xplore representatives shall be entitled to determine if any filming is causing, or is likely to cause, such distress or alarm and you must stop filming if asked to do so by them.

### **12.3 Consequences of bad behaviour**

If you fail to comply with this Condition 12, we shall be entitled to restrain you, remove you from any Coach, refuse you further carriage, cancel your Ticket without refund and take any other measures as we consider necessary, including to involve the police if we consider that there are any security or safety issues.

Furthermore, we reserve the right to refuse travel, either on a one-off or permanent basis, to anyone who has failed to comply with this Condition 12 or who we consider to be a nuisance or danger to our passengers, customers, drivers or National Express Representatives.

### **12.4 No liability to you for your bad behaviour**

If we take any of the actions in consequence of your bad behaviour specified in this Condition 12 or you are refused travel in the circumstances specified in this Condition 12, we will not be liable to you for any loss, damage, injury, inconvenience or cost that you suffer or incur as a result.

### **12.5 Our liability for behaviour of others**

We will not be liable to you for any act or omission of any other customer or passenger on a Coach.

## **13. General Conditions**

### **13.1 Questions and complaints**

If you have any questions or complaints about our Services, please contact us at our Customer Services or through the Xplore More webform.

### **13.2 Alternative dispute resolution**

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court.

If you are not happy with how we have handled your complaint once we have completed our internal complaint process, we are obliged to inform you of an approved alternative dispute resolution entity which is competent to deal with your complaint. For these purposes, we refer you to Bus Users Scotland, Hopetoun Gate, 8b McDonald Road, Edinburgh EH7 4LZ. However, and in accordance with our rights, we will not submit to an alternative dispute resolution procedure operated by the ADR Entity.

Email address - [enquiries@bususers.org](mailto:enquiries@bususers.org) and website - [www.bususers.org](http://www.bususers.org). Depending on the facts of your case, we may or may not have regard to any process followed by, or recommendations of, Bus Users UK.

### **13.3 Applicable law and jurisdiction**

These Conditions, and your contract with us, are governed by Scottish law and you and we can bring legal proceedings in respect of your contract in the Scottish courts, save that if you live in England you or we can bring legal proceedings in respect of your contract in either the Scottish or the English courts.

### **13.4 Third party rights**

**(a)** Unless otherwise stated in these Conditions, no person other than you and us shall have the benefit of or be entitled to rely upon or enforce any of these Conditions or any other term of the contract to carry you and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

**(b)** You acknowledge that where you are carried by a Partner Operator for the whole or any part of a Journey, you shall owe your obligations under Conditions 4, 6.1, 6.3 to 6.7 (inclusive), 7.2, 7.3, 8.2(b), 11.1 to 11.4 (inclusive) and 12 and any Special Conditions to that Partner Operator as well as to us, and that Partner Operator shall be entitled to the benefit of any rights, remedies or limitations of liability which we have set out in such Conditions and Special Conditions as if they were a party to them.

### **13.5 Amendments and waivers**

These Conditions, and any Special Conditions which apply to your Ticket, may be amended at any time, provided that the versions thereof that were current at the time you purchased your Ticket will be the versions that form your contract with us. None of our, or our subcontractors', employees, agents or representatives, has authority to alter, modify or waive any of these Conditions or any Special Conditions.

### **13.6 Severability**

Each of these Conditions, and Special Conditions which apply to your Ticket, shall be separate and severable. Should any such Condition or applicable Special Condition (or any part thereof) be illegal, invalid or unenforceable, it shall be severed from these Conditions or the Special Conditions (as appropriate), and the remaining Conditions and applicable Special Conditions (or parts thereof) shall continue in full force and effect and be amended as far as possible to give valid effect to the intentions of the parties under the severed provision.

### **13.7 Subcontracting**

We shall be entitled to subcontract the operation of all or part of the Services to any partner operator.

### **13.8 Transfer and assignment**

We may transfer our rights and obligations under these Conditions and any Special Conditions to any other person. You may not transfer or assign your rights or obligations under these Conditions and any Special Conditions to any other person.

### **13.9 No waiver**

If we delay enforcing these Conditions, or any Special Conditions that apply to your Ticket, including by delaying asking you to comply with them or taking steps against you for non-compliance with them, this will not prevent us from enforcing them against you later in respect of that or any other non-compliance.

### **13.10 Your personal data**

Your personal data will be processed in accordance with our customer and passenger privacy notice available at [www.nationalexpress.com/en/help/privacy-centre](http://www.nationalexpress.com/en/help/privacy-centre).