



Fastrack Conditions of Carriage

Version 1.0 - applicable with effect from 1st November 2024.

1. Introduction

- 1.1. These Conditions of Carriage ("**Conditions**") apply to the "Kent Fastrack" dedicated busway services (the "Services") that London General Transport Limited ("We" / "Us" / "Our") provide under contract to Kent County Council ("KCC"), and as such, for the avoidance of doubt, are a contract between you, the passenger, and London General Transport Limited. Your statutory rights are not affected by these Conditions. These Conditions also reflect the legal obligations in how we perform the service and in the way you are required to conduct yourself when using our buses. In the unlikely event that the Services are operated by another operator under subcontract from Us these Conditions will apply to your journey.
- 1.2. These Conditions do not apply to services contracted for and on behalf of Transport for London which are subject to TfL's conditions of carriage. If you have purchased a ticket which allows you to travel with multiple operators these Conditions will apply to the portion of the journey that you take with us and, when travelling with other operators on the multi operator ticket, it is the terms of the relevant operator that will apply.
- 1.3. These Conditions may be altered from time to time and without notice. The Conditions which apply to you are the set which is in force at the time you purchase a ticket, (whether on bus, or via a website and/or the App (including any Mobility as a Service website and/or App which retails tickets for the Services, and/or on a smartcard or other legitimate means of permission to travel on the Services). Where we refer to the term "ticket", we treat this term to include a pass, permit or other legitimate means of travel unless the context otherwise requires.
- 1.4. These Conditions form the entire agreement between you and Us and shall exclude any other purported variation thereof, whether written or oral, unless otherwise agreed in writing by the Group Chief Executive of The Go-Ahead Group Limited.



- 1.5. These Conditions are governed by the laws of England, and you and We submit to the exclusive jurisdiction of the Courts of England. If any court or competent authority decides that any provision of these Conditions is invalid, unlawful or unenforceable, the other provisions shall remain in full force.
- 1.6. We welcome suggestions and complaints as they help us to improve our services and help us to put things right when they have gone wrong. We handle complaints with tact and consideration and, where we have failed, we will offer a sincere, speedy response together with a genuine commitment to avoid repeating the same failure. If you have any query, suggestion or complaint, you can contact us by letter, telephone, through our website, or by email, the details of which are set out at the end of these Conditions. If you are not happy with the handling of a complaint, you can contact the Bus Appeals Body (the "Body"), an independent body which caters for the interests of passengers by providing an independent means of reviewing passengers' complaints when these have not been settled with bus operators. The contact details of this Body are set out at the end of these Conditions.

2. Our responsibility to you

- 2.1. Our aim is to provide to our customers a reliable and friendly bus service to the highest standards of safety, comfort and cleanliness.
- 2.2. Our employees work hard to ensure the Services operate on a reliable and punctual basis every day and we take pride in providing a quality service to our customers. Unfortunately, given the nature of our business, and the difficulty of controlling the road space upon which we depend, there may be occasions when we simply cannot provide the standard of service which should be consistently expected and delivered. We may therefore have to temporarily or permanently alter the route, frequency, times and fares without prior notice.
- 2.3. Whenever this happens, we will work hard to get things back on schedule and we will learn from experiences as we encounter them. Sometimes there are factors which are outside of our normal control and we will work hard to ensure that the disruption to your journey is kept to a minimum. Examples where this could happen include unplanned road works, diversions, exceptional traffic conditions, major events, extreme weather conditions and other unforeseen operating circumstances.
- 2.4. There may also be occasions where we are unable to operate a service or, where we do operate a service, that service may become very full and, whilst we will always try and put on additional bus



services, in these circumstances we may not be able to guarantee a seat or, worse, you may not even be able to board our bus.

- 2.5. Communication with our customers in these circumstances is still key and we will make every effort to notify to you of disruptions in the event of cancellation, delay, diversion or termination of service so you are able to make informed decisions. As well as announcements made by our staff or on local radio, television and advertising, we do this through our App and website (the address of which is located at the end of these Conditions).
- 2.6. However, we are unable to accept any responsibility, and will not be liable, to you for any loss, damage, injury, inconvenience or cost you suffer or may suffer as a result of any of the circumstances arising in the preceding paragraphs under the heading "Our responsibility to you", unless such loss, damage, injury, inconvenience or cost can be proven to be due to our failure to exercise reasonable care and skill in the provision of our service or the negligence of either us or our staff (if they are acting in the course of their employment). Further, your statutory rights as a consumer are not excluded or limited.

3. Your conduct

- 3.1. We are keen to encourage people to experience and use public transport as an effective and pleasant means of travel. We strive to meet your expectations in how you use our Services and we believe that our customers should follow some basic rules for the benefit of all customers and our employees. When you use our Services, we would also remind you that your conduct is governed by criminal laws and by certain regulations. Those laws and regulations are incorporated into these Conditions and are set out below.
- 3.2. Please consider others travelling and, if you do not follow these points, you may not be allowed to travel or, if you are already travelling, you may even be asked to leave our vehicles. We rarely ever have to do this so please don't spoil our good record.
- 3.3. If you are in breach of these Conditions, you may be required to give your name and address to one of our members of staff, a police officer or a community support officer and will not be allowed to continue on your journey. You will not be entitled to a refund if you are in breach of these Conditions.
- 3.4. Whilst you may behave appropriately, we cannot be held responsible for the conduct of those passengers who do not comply with these Conditions.



4. General Behaviour

- 4.1. Where our bus stops are “request” stops, to the extent it is safe and you are able so to do, please clearly indicate you wish to use the bus.
- 4.2. If you have difficulties signalling to the bus driver at a “request” stop, you should find somewhere safe where you are able to make it clear to the driver you would like to use the bus. You should avoid areas where you may cause yourself harm or harm others (so you should avoid places such as near parked cars or in front of a fire station).
- 4.3. If you don’t have a valid ticket, you must tell the driver or conductor the journey you intend to take if you are asked (and, if the option is available, pay to the driver the amount requested to allow you to take that journey).
- 4.4. You must not attempt to get on or off the bus which has stopped other than at designated stops (for example, you should not get off the bus when it stops at traffic lights or in road works).
- 4.5. Please behave in an appropriate decent manner which does not cause offence to other customers or members of our staff.
- 4.6. We reserve the right to refuse entry and travel of any person onto our Services if that person is considered to be undesirable, a security or safety risk, with a poor level of personal hygiene, who is intoxicated, under the influence of drugs or other substances or who may otherwise cause a nuisance or disturbance.
- 4.7. You may be asked to leave the bus at any time where you are or are believed to be (i) smoking or vaping; (ii) consuming alcohol; (iii) interfering with any equipment on or part of the vehicle; (iv) interfering with or threatening or being abusive to a member of staff or other person travelling on the bus; (v) causing a public nuisance; (vi) putting your feet on the seats.
- 4.8. Whilst we make every effort to provide appropriate access to and accommodation on our vehicles for those of our passengers who are elderly, have young children, are pregnant or who are disabled, we would ask that you think about their needs and, wherever possible, please vacate seats and consider their requirements: it will mean a lot to those affected.
- 4.9. Please help keep our buses clean, take your rubbish home with you and don’t discard your unwanted belongings on our buses.
- 4.10. Please:



4.10.1. feel free to listen to use personal devices but use headphones at all times as our other customers may not want to hear what you are listening to.

4.10.2. do not use electronic cigarettes, vapes, or other types of imitation smoking devices on our buses. These are forbidden from being used on our buses.

4.10.3. do not distribute anything on our buses or at our premises or offer anything for sale or collect for charity without our prior written consent.

4.11. We reserve the right to ask you to leave the bus at any time as a result of your behaviour, including behaviour such as being sick, soiling or otherwise causing a need to clean or repair our bus. We will charge you an appropriate and reasonable amount for the costs of cleaning and / or repairing our bus where it is required as a result of your behaviour.

4.12. We also reserve the right to take any other appropriate measure to ensure that our passengers can travel in comfort and safety and this could result in you being temporarily or permanently being banned from travelling on our Services as a result of such conduct.

5. Safety

5.1. You must follow instructions from our employees, when directed, and act in a manner showing regard for the safety and comfort of other customers and our employees. In addition, please don't disturb, distract or obstruct the vision of the driver when they are driving, nor overload the capacity of the bus or stand on the upper deck of a double deck vehicle: safety first.

5.2. You should always use a, and remain in your, seat, where seats are available, until the bus comes to a complete halt at you required bus stop unless the driver specifically permits you to do so. In no circumstances should you board or leave a bus whilst the vehicle is moving or whilst it is held up in traffic or by police or when the doors are closed.

5.3. If you have to stand, you must not stand in the front door-well area, upstairs or on the stairs of double-deckers or near any emergency exits: you must, at all times, hold onto a pole and / or seat back whilst standing and, as soon as a seat becomes available, you should occupy it.

5.4. Unaccompanied children are not allowed to travel on the upper deck.

5.5. Please don't eat any form of hot food whilst travelling on board our buses if it might make the environment unpleasant and unsafe for other customers: we cannot accept any responsibility for any burns you suffer as a result of you bringing hot food on board.



- 5.6. Please only drink hot drinks provided that the container is fitted with a spill-resistant safety lid: we cannot accept any responsibility for any burns you suffer as a result of you bringing hot drinks on board.
- 5.7. Please don't lean, nor throw from or stick anything, out of bus windows.
- 5.8. We hope you have a safe journey but you do need to notify our staff immediately if you sustain an injury or feel unwell whilst boarding, travelling or getting off one of our buses.
- 5.9. If you see anything suspicious please immediately inform a member of our staff or the driver.
- 5.10. Please only use the emergency exits in a genuine emergency.

6. Security

- 6.1. We want you to feel secure when travelling on our buses.
- 6.2. You must not behave in a way that affects the security and the safety of our staff, our customers and other road users and pedestrians. If you behave in a way that impacts the security of the bus or which negatively impacts our staff (in their reasonable opinion) you will be asked to leave our bus immediately and we will (if appropriate) seek appropriate legal redress to remedy the damage, loss or injury you cause.
- 6.3. We operate CCTV on our vehicles to ensure that issues, such as theft, assault and poor behaviour, can be monitored and, where appropriate, footage of such incidents can be passed onto the police and other appropriate authorities should they so request and we believe it is consistent with the provisions of the data protection legislation and our Privacy Policy.
- 6.4. We will always comply with our obligations under the data protection legislation), the Human Rights Act 1988 and such other relevant legislation in the handling of CCTV footage.
- 6.5. We will not be responsible to you for any loss, damage, injury, inconvenience or cost you suffer or may suffer as a result of your abusive or threatening behaviour which gives rise to your removal from our bus and / or from any action taken against you as a result by the appropriate authorities.

7. Wheelchairs and buggies

- 7.1. We endeavour to make our vehicles inclusive to all of our customers and this includes making it as accessible as we can for disabled people and those with buggies. We are therefore working hard to ensure our entire fleet of buses meets the needs of those of our passengers who use wheelchairs or



are in buggies. In addition, we operate in accordance with the Codes of Practice of the Confederation of Passenger Transport in relation to our passengers who use mobility scooters (the "Code").

- 7.2. Under the Code, mobility users are issued with a permit to travel which advises our bus drivers if your scooter is approved to travel on our buses and you, as the user of that scooter, are trained in how to safely board and alight from our buses. All our buses are able to accommodate wheelchairs, approved mobility scooters, prams and buggies. Whilst we welcome these onboard for travel, it is at the discretion of the driver as to whether or not there is enough space available.
- 7.3. Wheelchairs, mobility scooters, prams and buggies must not block the gangway of our buses at any time and the dimensions of any mobility scooter must be in line with the requirements according to the buses safety limits. It is the driver to decide if there is sufficient space and their decision is final: the driver has the right to refuse access if they feel that there is insufficient space or that there is a risk that, by letting on board such vehicles, this may be to the detriment of the other passengers' safety.
- 7.4. Wheelchair users, by law, have priority over the wheelchair spaces on our buses. We would kindly ask all of our customers, where necessary, to keep the wheelchair dedicated spaces free and, if you board with a buggy or pram and to the extent that it is possible for you to do so, to fold and store them in the luggage space. We wish to ensure our Services are as inclusive as possible and we do therefore appreciate your assistance in permitting those with wheelchairs, mobility scooters, prams and buggies to use our buses. Where it is reasonable to do so in the circumstances, the driver will require non-wheelchair users to vacate the spaces and require, for example, that such non-wheelchair users move to a different part of the bus or even refuse to drive on until space is made available for those persons in wheelchairs.
- 7.5. We will ensure that our drivers and our vehicles comply with the laws applicable to those who are disabled or using buggies. This includes ensuring our vehicles are equipped with appropriate bus lowering systems or the appropriate folding or retractable steps and these must not be operated by other than the driver or conductor whenever they consider that a disabled person will need the system to get on or off our buses.

8. Bicycles, E-Scooters and E-Unicycles



- 8.1. As a general rule, bicycles are not permitted to be carried on the Services. Bicycles will only be permitted to be brought on board at the sole discretion of the driver.
- 8.2. Folding bicycles, which are safely and securely stowed in the designated luggage area in a suitable bag or box, are generally permitted onto our buses if the driver believes that there is sufficient luggage space available.
- 8.3. Where you are permitted to bring a bicycle on board, it is carried at your risk and we do not accept any responsibility for any loss of, and / or damage caused to, your bicycle at any time.
- 8.4. You are not permitted take an electric scooter, electric bike, and/or electric unicycle onto our buses.

9. Luggage

- 9.1. All items of luggage will be carried at our driver's discretion to ensure they can be carried safely upon our buses. We will only permit customers to carry luggage on our vehicles where it is safe to do so and is available to our customers for convenience only. You will retain the risk of loss of, or damage to, the luggage at all times. We do not accept any liability for any loss or damage however caused. We will never carry unaccompanied luggage or parcels in any circumstance.
- 9.2. There may be occasions where items of luggage are refused to be carried on our services. If the luggage is excessive, large or of an awkward size and it means it is not easily able to be carried upon our vehicle, the driver reserves the right to refuse such luggage on to the bus.
- 9.3. Unfortunately, we are unable to carry certain items which could endanger the safe passage of our vehicle or the safety of our staff, customers or other road users and pedestrians. These include rechargeable batteries (other than those inside small personal devices or are in their original retail packaging), ammunition, explosives, weapons, paint in either unsealed containers or plastic containers exceeding five litres and combustible or otherwise hazardous materials including petrol.
- 9.4. If you are refused travel due to the above circumstances, we cannot accept liability for subsequent loss, damage, injury, inconvenience or cost you suffer or may suffer as a result.

10. USB Charing Points

A number of our vehicles are fitted with USB charging points allowing customers to charge their personal electrical devices. These USB charging points are to be used at your own risk and we cannot be held liable for any fault or damage to your device as a result of such use. Customers are asked to use them as intended and not to tamper with their function in anyway.



11. Lost property

11.1. Any item that is left on a bus and subsequently found and returned to our custody will be dealt in accordance with the applicable laws.

11.2. When something is lost on one of our buses, we will take reasonable steps to locate and return property left on one of our buses to its owner. However, we will not accept any responsibility or liability for any article left on our buses in any circumstance.

11.3. If items of lost property are not claimed within one month, the item will become our property and it will be disposed of appropriately, normally to a chosen charity.

11.4. If the item of lost property is perishable, it will be disposed of after a period of 24 hours if not claimed before this time. If, before 24 hours, the item becomes a potential health risk, or causes offence, it will immediately be disposed of.

11.5. If you find an item of lost property on one of our buses, you should inform the driver before leaving that vehicle of the location of the item of lost property.

11.6. You should not touch or move any item if it looks suspicious. Please inform our driver immediately if you do see a suspicious item or package on our Services

11.7. Should you wish to claim an item of lost property, we will need to establish that the item belongs to you. You may also need to provide proof of your name and address and describe the item of lost property or explain the contents of an item so we can establish you as the owner.

11.8. Contact details for our lost property offices can be found on the contact page of the website (the address of which is located at the end of these Conditions).

If the item of lost property is a bag, or other container, it may be opened and examined by us in order to help identify the owner and the nature and potential value of the lost property.

11.9. We do not accept any responsibility to you if, as a result of opening the bag or other container, you suffer any loss, inconvenience, damage or cost as a result.

11.10. There may be an administration fee charged to you on collection of an item of lost property. Items of lost property will normally need to be collected from one of our offices depending on where the item was lost.



11.11. At our sole discretion we may agree to post the item of lost property back to you. In these circumstances, we will require advance payment of the postage and packaging before we are able to do this.

12. Our Tickets

- 12.1. In order to travel with us you must purchase a valid ticket or hold a valid pass or permit for the journey you wish to undertake. At no time will you be permitted to travel on our bus if that ticket, pass or permit (i) has been altered, copied or defaced; (ii) has been issued to a person different from the person who is travelling on our vehicle (other than where such ticket, pass or permit states it is transferrable); or (iii) has expired.
- 12.2. Many young customers look very grown up and our drivers may question your age. We recommend that ID is carried so that your age can be verified otherwise you may be charged adult fare.
- 12.3. If you buy a ticket when you board our services, you should ensure you are given a new ticket directly from the ticket machine (or that your smart card is validated correctly) which corresponds with the amount paid and covers you for the entire journey you wish to make.
- 12.4. It is also important to check any change and point out any discrepancies to the driver at the point of purchase as it will be harder to correct any mistake later. Our drivers are unable to accept £50 notes but we do aim to have sufficient change available for smaller notes.
- 12.5. Please keep your ticket, Smartcard, pass or permit to travel throughout the journey you are making as We may ask to inspect your ticket. If you fail to produce a valid ticket or other authority to travel for the journey, you may be asked to leave the bus or you may be asked to pay the maximum single fare on the route being travelled. Please note that we will be unable to refund your fare should you later find the missing ticket or pass.
- 12.6. You must not override the validity for the ticket or pass you have purchased. Should you be found to be travelling further than your ticket entitles you to you will be required to pay the equivalent adult single fare from your initial boarding point until your new alighting point, less any amount you have already paid for a ticket which was valid for part of that route.
- 12.7. Single and return tickets are normally only valid on the day they were purchased unless a different arrangement has been clearly advertised. A "day", for the purposes of Fastrack services, starts at



02:00:00 on a calendar day and ends at 01:59:59 on the next calendar day. On single tickets you are not permitted to break your journey and if you do you may be liable to pay for another ticket. Return tickets are valid for travel on any bus that goes along the same corridor irrespective of route. Return tickets are also valid for travel on another service that terminates at the same destination as long as the value of the journey is the same as stated on the ticket. Return tickets are only valid for one outbound and return journey and once used or punched are no longer valid for travel.

12.8. Details of the range of tickets for different age groups are available on our websites and will be subject to change. We will take reasonable steps to make the public aware of any changes to the range of tickets via our website and information displayed on our vehicles.

12.9. Requests for refunds on tickets or passes purchased will be made at our discretion and will be subject to an administration fee.

12.10. All tickets, passes and permits remain Our property and may be withdrawn at any time.

12.11. The issue of a ticket should not be regarded as an undertaking by us that that our buses will run at any time or at all or that there shall be sufficient space on the bus for you to board.

12.12. If a customer is found to be fraudulently using, copying, producing or adapting our range of tickets, passes and permits to travel that customer will be liable to prosecution.

13. Data Protection

If we collect your personal data we will store and process that personal data in accordance with our Privacy Policy. A copy of our Privacy Policy is available on our website or can be obtained by writing to the operator at the address set out below.

14. Animals

14.1. We welcome and encourage assistance dogs on our buses. We would ask you, though, to ensure you comply with any reasonable instruction given by the bus driver or the conductor whilst you and your dog are on board.

14.2. We carry other animals at our discretion. A maximum of two animals at any time are normally allowed on any of our buses but this will be subject to the discretion of the driver. Similarly, if you wish to travel with two or more animals, you will need permission from the driver.



14.3. If other animals are permitted on board by our driver you are responsible for them, they must be well behaved and of no danger or nuisance to other customers or our employees. In particular dogs can be dangerous so, where appropriate, they must travel in accordance with the Dangerous Dogs Act.

14.4. We reserve the right to ask you to leave the vehicle with your animal at any time if the driver feels that the animal in question is a danger to the driver, the passengers or you. If we do ask you to leave, you must do so at the time and place stated by the driver. We will have no liability to you as a result of you leaving the bus or the driver asking you to leave the bus.

14.5. No animal is permitted to travel on any seat (although they can sit on your lap) and, if the animal fouls, is sick or causes damage, loss or injury due to it travelling on the vehicle or being on our premises you will be held responsible and we may seek to claim costs as a result. Any animal which is permitted to travel on our bus is at your risk.

14.6. We make no charge for the carriage of dogs and small animals although we do ask you respect the above rules at all times.

15. Breast Feeding

We support a mother's right to breastfeed her baby in public. Mothers are permitted to feed babies on our Services.

16. Force Majeure

We shall be relieved of any liability to you for any loss or damage if such loss or damage is due to: (i) you doing something or not doing something you should have done when on our buses; (ii) insufficiency of the packing of any luggage you bring on board one of our buses; (iii) a strike, lock-out, stoppage or industrial dispute, the consequence of which meant we were not able to provide the services expected; or (ii) any other act of God and/or event which we were unable to avoid or prevent by the exercise of reasonable diligence.

17. Contact Details

For all enquiries, suggestions or complaints, please address these to the attention of the [] of [insert name of company and address together with the appropriate email and also the webpage and twitter feed on where details to which these Conditions refer].



Our registered office is 3rd Floor, 41-51 Grey Street, Newcastle upon Tyne, NE1 6EE, England and our company number is 02328489.

Our lost property office is located at Fastrack Depot, Newtons Court, Dartford DA2 6QL.

18. Complaints to the Bus Appeals Body

In the event you are not satisfied with the handling of your complaint, you may contact the Bus Appeals Body whose contact details are as follows:

The Bus Appeals Body
c/o Bus Users England
Princes Exchange
Princes Square
Leeds LS1 4HY

Tel: 01134 577 900

E-mail: enquiries@bususers.org

Website: www.bususers.org