



Over 110 years of service to
Scunthorpe & North Lincolnshire

51 Ashby High Street
Scunthorpe
North Lincolnshire
DN16 2NB
01724 282255
www.hornsbys.net

Travel Office Opening Times:
Monday to Friday 09:30 – 13:00
Saturday, Sunday & Bank Holidays Closed.

CONDITIONS OF CARRIAGE & CUSTOMER REGULATIONS

Contents

1. INTRODUCTION	3
2. USEFUL CONTACT DETAILS.....	3
3. SPECIAL MEANINGS.....	3
4. PROVISION OF SERVICES	4
5. SAFETY	5
6. YOUR RESPONSIBILITIES AS A CUSTOMER	5
7. TICKETS AND FARES.....	7
8. REPLACEMENT TICKETS AND REFUNDS	7
9. FARE EVASION AND STANDARD FARE.....	8
10. WHEELCHAIRS AND BUGGIES.....	8
11. LUGGAGE AND POSSESSIONS.....	9
12. ANIMALS.....	10
13. LOST PROPERTY.....	10
14. DATA PROTECTION.....	11
15. FORCE MAJEURE.....	11
16. SUGGESTIONS, COMPLIMENTS AND COMPLAINTS	11
17. RECORD OF DOCUMENT	12

1. INTRODUCTION

- 1.1 When you buy a ticket or pass to travel on a bus service operated by Hornsbys (Hornsby Travel Services Ltd) you enter into an agreement with the Company.
- 1.2 The Conditions of Carriage apply to all services operated by Hornsby's and set out your rights and duties as a customer.
- 1.3 These Conditions of Carriage, which may be amended from time to time, replace all previous versions published by Hornsby's. They come into force immediately and will remain in force until they are republished. Notice is not required.
- 1.4 Our staff have no authority to make individual exceptions to the Conditions of Carriage.
- 1.5 These Conditions are governed by the laws of England 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 Please note that these Conditions may also vary for services we operate for and on behalf of other organisations. Further, should you use tickets which we have issued to you, but such tickets are valid on services of other transport operators you are also subject to the regulations and conditions published by those companies when using their vehicles.

2. USEFUL CONTACT DETAILS

- 2.1 For general information, comments and suggestions write: Hornsbys Bus & Coach, 51 Ashby High Street, Ashby, Scunthorpe, North Lincolnshire DN16 2NB.
- 2.2 We try to be fair and helpful in all our dealings with our customers. We always welcome feedback, comments, and suggestions for improvement. See section 15 for further information.

3. SPECIAL MEANINGS

- 3.1 In these Conditions "the company" means Hornsbys.
- 3.2 The "driver" means a person licensed and employed to drive any or all of the Company's passenger service vehicles and who is for the time being responsible for driving the particular vehicle.
- 3.3 The "inspector" includes any person authorised by the Company to supervise, inspect or control any of its vehicles.
- 3.4 The term "Ticket" means any ticket or travel pass issued and / or accepted for travel on the Company's services.
- 3.5 The term "Fare Stage" means a point from which a fare is charged.

3.6 The term “Standard Fare” means the fare payable by anyone not in possession of a valid ticket for the journey being made, in accordance with notices displayed on the Company’s vehicles.

3.7 “Valid / validity” governs where and when a ticket can be used.

4. PROVISION OF SERVICES

4.1 The Company always tries to run reliably and expects to maintain the services which it is registered or contracted to operate. We will use our best endeavours to do so, but sometimes buses cannot be run at the times or frequencies advertised.

4.2 The Company therefore reserves the following rights; for operational or any other reasonable cause including, but not limited to, traffic conditions, adverse weather, or passenger numbers:

- a) To alter, suspend or withdraw any vehicle without notice and
- b) To alter the route, bus stops or times as advertised on any timetable, ticket, notice or other advertisement without notice.

4.3 Accordingly, the Company will not be liable for any loss, damage or inconvenience arising from the suspension, cancellation or alteration of its services. Neither will it be liable for the failing of any vehicle operating any service to start or finish its journey at the times appearing in the timetable, nor from any delay (whether caused by breakdown, deviation from advertised route or other reasonable cause) in the operation of any service.

4.4 The Contract of Carriage between the Company and a customer is limited to journeys on the Company’s vehicles. Whenever the Company (except in the case of the breakdown of a Company vehicle) makes arrangements for customers to be conveyed on any other form of transport, the Company does so as agent only.

4.5 These conditions and regulations will not affect customers’ statutory rights. The Company may alter these conditions at any time without notice if required by law or commercial trading regulations.

4.6 We reserve the right to ask you to leave the bus or coach at any time due to, and to charge you an appropriate and reasonable amount for the costs of cleaning and / or repairing our vehicles caused by, your behaviour whether through being sick, soiling or otherwise.

4.7 We reserve the right to refuse entry and travel of any person onto our buses and coaches 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.

5. SAFETY

5.1 Our highest priority is to ensure that all our customers are carried safely. To help us achieve this it is essential that you always follow any instructions given by drivers or inspectors, and observe safety notices in vehicles. In the interests of safety, you may be required to leave a bus or bus station at any time.

5.2 For safety reasons customers are warned not to board or alight when the vehicle is in motion or held up in traffic or stationary at traffic lights. You should only board or alight when the vehicle has stopped at a recognised stopping place.

5.3 To ensure we operate all services in a safe manner customers should not:

- a) Put at risk, unreasonably impede, or cause discomfort to other customers, the driver or an inspector
- b) Throw or trail any item from the vehicle
- c) Speak to the driver when the vehicle is moving unless in an emergency or on grounds of safety or to give directions as to the stopping of the vehicle
- d) Distract the driver's attention, without reasonable cause, or obstruct his vision
- e) Intentionally interfere with any equipment with which the vehicle is fitted
- f) Carry any article or substance which constitutes a risk of injury to the driver or other customer, or a risk of damage to the vehicle or other customers' property
- g) Smoke or carry lighted tobacco or other substances, or light a match or cigarette lighter on the vehicle
- h) Use emergency doors or windows other than in the event of an emergency or when directed to by a driver or inspector
- i) Use roller skates, roller blades, scooters or skateboards on the vehicle
- j) Lean out of the windows.
- k) Stand in parts of the vehicle where standing is prohibited. l) Ask to alight at an unauthorised stopping place.

5.4 Customers with pushchairs, luggage or shopping are also asked to ensure that they do not obstruct the vehicle gangway.

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

6. YOUR RESPONSIBILITIES AS A CUSTOMER

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

6.2 Please ensure that you are on the correct bus and that you alight at the right bus stop. If you have any queries about your journey please contact our Travel Office (details in section 2.1) or ask the driver.

6.3 It is your obligation to ensure you have a valid ticket at all times for the journey you intend to take. You should always check your ticket at the time it is issued and inform the driver of any errors at that time. You should retain that ticket throughout the journey you intend to take. You must produce that ticket for inspection upon request by any driver or inspector.

6.4 No customer, except with the permission of the Company, should distribute any paper or other article for the purpose of giving or obtaining information or views from other customers.

6.5 Customers should not sell or offer for sale any article while travelling on a Company vehicle, except with explicit permission.

6.6 A Company driver or inspector has the authority to direct customers to leave the vehicle on the following grounds:

- a) If their remaining would result in the number of passengers exceeding the maximum seating or standing capacity
- b) If their condition or behaviour is such as would be likely to cause offence to a reasonable passenger or the condition of their clothing could soil the fittings of the vehicle or the clothing of other passengers.

6.7 Customers should not play or operate any musical instrument or sound reproducing equipment in a manner which could cause annoyance to other customers.

6.8 The driver or inspector can direct a customer to put in a designated place or remove from the vehicle any of the following:

- a) a bulky or cumbersome article
- b) an article or substance which causes or is likely to cause annoyance to any person on the vehicle
- c) an article or substance which could cause injury or damage.

6.9 Any passenger on a vehicle who is reasonably suspected by a driver or inspector of contravening any of the above, contained in the Public Services Conduct of Drivers, Inspectors, Conductors and Passengers Regulations 1990 (as amended), shall give their name and address to the driver or inspector on demand. They may also be removed from the vehicle by the driver, inspector or a police officer.

6.10 Customers should not smoke on any part of the vehicle. You may be prosecuted for doing so and will face a fine of up to £1,000.

6.11 Customers should not consume any food or drink on the vehicle and should dispose of any chewing gum outside of the vehicle.

6.12 Customers are requested to discard all litter in the bins or remove it from the vehicle.

6.13 Any customer found causing damage or applying graffiti to the vehicle will be liable for prosecution.

6.14 Our staff have the right to work without fear of intimidation, verbal abuse or physical assault, and we will prosecute any person who does not adhere to this.

6.15 The driver is responsible for the safety of the vehicle. Any passengers whose conduct is in breach of statutory regulations or is otherwise considered by the driver to be unacceptable may be removed from a vehicle or prevented from boarding on the driver's authority.

7. TICKETS AND FARES

7.1 You must have a ticket that is valid for the whole of the journey you are making. If you are not already in possession of a valid ticket for your journey you must pay the driver on boarding the vehicle. It is your responsibility to ensure that you have a valid ticket for your journey.

7.2 Our drivers will give change where required. We do ask that you try to tender the exact fare. If our drivers cannot issue change, they will issue a credit voucher which can be redeemed on another Hornsby service or at our Travel Office. Payments can be made on all our services using contactless payment options.

7.3 You must let a member of staff or a police officer examine your ticket at any time during your journey if you are asked to do so.

7.4 Tickets are issued subject to these conditions and to any other relevant conditions published from time to time. Where your ticket can be used to make a journey with another operator, the Conditions of Carriage of that operator apply to that journey.

7.5 If you intend to travel beyond your ticket's availability you must pay an extra fare (for which you will be given an extra ticket) before you reach the place where it ceases to be valid.

7.6 All tickets remain our property, or in the case of concessionary passes the property of the issuing local authority, and we may withdraw or cancel any ticket or Photocard at any time: we will not do this without good reason.

7.7 Tickets can only be purchased from official outlets and can only be used by the person they were bought for. Unless specifically advertised, tickets are not transferable and must not be resold or given away for further use. Doing so is an offence and may result in the seller/buyer being prosecuted.

7.8 Up to 3 children under 5 can travel free when they are accompanied by a responsible fare paying passenger or pass holder.

7.10 If you are aged 5 to 15 inclusive you may travel at child rate; except where alternative arrangements are advertised. You may be required to provide proof of age. If you are aged 16 years or over you must pay adult rate fares.

7.11 We also accept certain Local Authority issued concessionary passes that entitle the user to discount fares. Categories of customer who may be entitled to these include; those aged 60 or over, blind and disabled customers, and 16-18 year olds in full-time education. Use and entitlement is subject to the conditions in the publicity describing them.

7.12 Where new tickets are introduced during the validity of these Conditions of Carriage or the Fares and Travel Cards Guide, information will be included in the appropriate publicity.

7.13 Tickets through our electronic app MyTrip are valid tickets for our service.

8. REPLACEMENT TICKETS AND REFUNDS

8.1 If your ticket (or photocard) is damaged to such an extent that any material marking is not clear it will not be accepted as valid. We may at our discretion replace your ticket / photocard providing we can confirm that it is still valid, subject to an administration fee.

8.2 Refunds are not made in respect of any lost, destroyed, replaced or damaged ticket.

8.3 Only in circumstances considered reasonable by the company will a refund for the non-use and final surrender of a ticket be allowed. Such refund, if allowed, will be calculated from the date the ticket is received by the Company and subject to the period of non-use being not less than seven days. In such cases, the Company reserves the right to make such administration charges as may be fixed from time to time.

9. FARE EVASION AND STANDARD FARE

9.1 Customers should not attempt to use a ticket which has:

- a) been altered or defaced
- b) been issued for use by another person on terms that it is not transferable.
- c) expired
- d) not been obtained by them from official outlets or from the driver.

9.2 A customer who is not in possession of a valid ticket shall be liable to pay the Company the Standard Fare (see section 9.3), irrespective of the distance they have travelled, and may also face prosecution. If legal action is needed and a court finds you guilty you could be fined up to £1,000 and where applicable charged for the value of travel from the date on which the ticket expired. You may also be ordered to pay the Company's legal costs.

9.3 "Standard fare" means the sum of £40.00 if paid within 21 days, or £70.00 if paid thereafter. You may also face prosecution.

9.4 Tickets and passes must only be bought from the Company official outlets, or the driver. Buying tickets from anyone else is illegal and may result in the ticket being withdrawn and the seller / buyer being prosecuted.

10. WHEELCHAIRS AND BUGGIES

10.1 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 and coaches meets the needs of those of our passengers who use wheelchairs or are in buggies.

10.2 Wheelchairs, prams and buggies must not block the gangway of our buses or coaches at any time and the dimensions of any wheelchair must be in line with the requirements according to the buses safety limits.

10.3 It is up to the driver to decide if there is sufficient space and their decision is final: they have the right to, therefore, refuse access if he or she feels 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.

10.4 We would kindly ask all of our customers, where necessary, to keep the wheelchair dedicated space 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.

10.5 We wish to ensure our services are as inclusive as possible and we do therefore appreciate your assistance in permitting those with wheelchairs, prams and buggies to use our buses.

10.6 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.

10.7 We will ensure that our drivers and our vehicles comply with the laws applicable to those who are disabled or using buggies.

10.8 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 and coaches.

11. LUGGAGE AND POSSESSIONS

11.1 For safety reasons, and for the comfort of customers, we have to control the amount and type of possessions you can bring onto our vehicles, although we do not charge for goods that are carried.

11.2 All luggage that customers bring onto vehicles is carried at the discretion of the driver and the following items will not be carried in any circumstances:

- a) explosive, hazardous or combustible material
- b) uncovered tins of paint or any other liquid
- c) sheets of glass
- d) non-folding bicycles
- e) any individual item of luggage (except suitcases) weighing in excess
- f) of 15 kg (33 lbs.)
- g) any item that is likely to cause injury or offence to our customers or to staff
- h) any item that is likely to cause damage to our vehicles.

11.3 Folded pushchairs will be carried subject to space being available.

11.4 Accumulators and other types of lead/acid battery will only be carried if securely sealed and must be placed on the floor, except where part of a wheelchair.

11.5 The Company will not carry unaccompanied luggage or parcels.

11.6 The safety and security of your luggage is your responsibility. Customers are liable for any death, injury, damage or loss caused to the Company, our property, staff, agents or any other person caused by any luggage brought by a customer on to our vehicles or premises, except where caused by the negligence of the Company, its staff or agents.

11.7 The Company will not be liable for any loss of or for any damage caused to luggage accompanying customers.

11.8 Bicycles, folded bicycles and e-scooters are not permitted to be carried on our services.

12. ANIMALS

12.1 Assistance dogs for disabled customers, guide dogs, and hearing dogs are permitted to travel on service vehicles for 50p.

12.2 Other dogs or inoffensive animals can be brought onto the vehicle only if permitted by the driver, who has complete discretion in this matter and a small charge will be made.

12.3 Reasons why animals will not be carried include if the animal appears dangerous or likely to upset either other customers or animals already on the vehicle.

12.4 No animal should sit or be placed on vehicle seats.

12.5 It is the responsibility of the customer bringing an animal onto a Company vehicle to ensure it is being kept under proper control at all times on a lead or in a suitable container, and does not cause a nuisance to the driver or other customers.

12.6 The Company does not accept any liability howsoever caused for the loss, death or injury to animals whilst being conveyed, unless caused through negligence by the Company or its staff.

13. LOST PROPERTY

13.1 If you find any lost property on our vehicles please tell the driver or an inspector.

13.2 Any customer leaving property on a vehicle should report this to the Company (section 2.1) and give full details of the property and the journey on which it was lost.

13.3 The Company will not be responsible for any loss or damage howsoever arising of or to any property left in any vehicle or on any premises of the Company, whether or not it has been found by or handed to a driver or other member of staff.

13.4 Where lost property is found or handed in to the Company it will be retained for a period of one month, except perishable goods, which will not be kept. Following this time the property becomes that of the company and will be disposed of appropriately, normally given to a chosen charity.

13.5 Any lost property which is or becomes objectionable may be destroyed at any time.

13.6 Customers may be asked to provide proof of identification and a precise description of the lost property they are claiming to ensure the claimant receives the correct item.

14. DATA PROTECTION

14.1 In any circumstances where we collect your personal data, in connection with a retail transaction, a customer survey or other purpose, we will only collect and process your data in accordance with the principles contained in the Data Protection Act 1998.

15. FORCE MAJEURE

15.1 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 or coaches;
- (ii) insufficiency of the packing of any luggage you bring on board one of our buses or coaches;
- (iii) a strike, lock-out, stoppage or industrial dispute, the consequence of which meant we were not able to provide the services expected; or
- (iv) any other event which we were unable to avoid or prevent by the exercise of reasonable diligence.

16. SUGGESTIONS, COMPLIMENTS AND COMPLAINTS

16.1 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.

16.2 If you have any query, suggestion or complaint, you can contact us by letter, via our website, on social media, or by email, the details of which are set out at the end of these Conditions.

16.3 If you are not happy with the handling of a complaint, you can contact the Bus Appeals 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:

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

17 RECORD OF DOCUMENT

Version Number	Next Review	Reviewed	Notes
1	Created 2019		Authorised and Signed off General Manager and Director
2	March 2024	20/03/2024	Amendments linked to updated policies / information.
3	March 2026	12/05/2026	6.15 added linked to the conduct of passengers. Taken from Coach Hire Conditions.
4	March 2028		