

Old London Bus Ltd.

Conditions of Carriage

Permission to travel on a vehicle operated by Old London Bus Ltd ("OLB") are issued subject to OLB Conditions of Carriage which are as follows:

1) Introduction

OLB values your custom and intends to ensure you have a safe journey.

This document sets out the Conditions under which we carry you and any property as a customer of OLB and applies to anyone who travels with us.

Our Conditions are consistent with the relevant statutory regulations for Public Service Vehicles, including those relating to the conduct of passengers and lost property and do not affect your statutory rights.

OLB specialises in excursions. An "excursion" is a single or round-trip using transport organised by us to a specific place, area of interest, or special event and which lasts not more than a period of 24 hours. Unless specifically stated in the excursion programme the price paid for the excursion will not include entry to any premises or events.

You as hirer are responsible for ensuring that these OLB Conditions of Carriage are brought to the attention of those travelling with you.

2) General Conditions

We aim to provide a safe, reliable and punctual service but there are occasions when we are simply unable to top do so due to factors outside our reasonable control such as road works, diversions, exceptional traffic congestion, strikes, lockouts, riot, civil commotion, stoppages, restraint of labour, major sporting, concerts or other similar events, adverse weather conditions and other operating circumstances that are unforeseeable including mechanical breakdowns.

Wherever possible, we will take reasonable steps to advise you of any disruption to a service but, in the event of cancellation, delay, alteration, diversion or termination of any service or the service being unavailable to you, we shall not be liable for any losses, damages, cost or inconvenience that you suffer as a result. We shall not be responsible to you in any way for any delay alteration or cancellation where such delay, alteration, cancellation diversion or termination was unavoidable and caused as a result of factors entirely outside our reasonable control.

The hirer may (subject to the driver's agreement regarding route suitability and adherence to the Drivers' Hours Regulations), extend or vary the route as specified on the order, but such instructions, apart from very minor variations, must be written and signed by the hirer and given to the driver, in which case an extra charge will be required to cover the cost of any additional mileage covered and/or time taken and will be notified to you and paid for before the variation is effected unless otherwise agreed.

3) Conduct of Passengers

The hirer undertakes to be responsible for the orderly behaviour of all members of the party and for ensuring that their conduct shall not be such as to cause annoyance to the public

We reserve the right to refuse you entry, or require you to leave our buses or premises at any time, should we have reason to believe that your behaviour jeopardises the safety, security and/or comfort of others.

When travelling with us you must in particular –

- Refrain from smoking either conventional or electronic cigarettes.
- Behave in a manner that is reasonable, sensible and lawful and not abusive or threatening and does not cause offence to other customers or staff.
- Refrain from eating

- Refrain from drinking items which make the environment unpleasant for other customers or otherwise causes offence or are unsafely carried.
- Refrain from consuming alcohol or non-prescribed drugs
- Refrain from playing loud music or operating a personal device including mobile telephone in a manner or at a volume which may be heard by other passengers.
- Refrain from leaving rubbish or discarded items on the bus.
- Refrain from travelling if seriously ill or knowingly suffering from a contagious illness
- Not be wearing soiled clothes or carrying any soiled items which might stain the seats etc
- Follow the instructions of our staff and act in a manner which shows due regard for the safety and comfort of other customers and company employees, including not standing adjacent to emergency exits, the vehicle entrance, next to the driver or sitting in gangways, on staircases or standing upstairs on a double deck vehicle.
- Notify a member of staff immediately if you sustain an injury whilst boarding, travelling on or getting off a bus.
- Follow the directions of staff concerning the maximum number of passengers that a bus is permitted to carry. All of our vehicles contain clear signage setting out their standing capacity.
- Except in an emergency, not talk to the driver whilst the bus is moving, obstruct the driver's vision or otherwise distract him. But direct your enquiry to the passenger Conductor on board.
- Have due regard, at all times, for the needs of our elderly, young and disabled customers and, in particular, vacate seats and spaces designed for the elderly and disabled when requested
- Not distribute leaflets, papers or other articles or offer anything for sale or collect for charity without our prior written consent
- Not interfere with equipment fitted on the vehicle.
- Not deliberately damage or deface any part of the vehicle.

Intending customers who, in the opinion of the driver or other OLB personnel, appear likely to behave in an antisocial manner may not be allowed to travel. Should the driver at any time consider that a member or members of a party are behaving improperly then he may require that such an individual or individuals to leave the vehicle.

If you are in breach of the above or statutory regulations you will be obliged to give your name and address to OLB personnel or may be restrained or removed from the bus or our premises by OLB personnel, a police officer or a community support officer and refused further travel without refund. We also reserve the right to take any other measures we consider necessary to protect the safety and comfort of our customers and staff including temporarily or permanently banning a passenger from travelling with us following an incident of misconduct.

Buses and premises may be fitted with audio CCTV to provide added security for our customers and staff. Appropriate signage will be in place where audio CCTV is in use and the video and sound recordings used solely for the monitoring of safety, security, service quality and in support of relevant criminal and civil legal proceedings and complaint investigation. Images of you may be provided to the police, VOSA, the Traffic Commissioner or any other enforcement agency at their reasonable request and by the issue of your ticket you confirm your approval to this on behalf of yourself and any other passengers travelling with you.

You, the hirer, shall be responsible to us for those travelling with you any damage to the vehicle, its fittings or equipment caused through your negligence, misconduct or any default or any of the passengers carried with you and will be liable to repay to us any losses we reasonably incur as a direct consequence of such conduct.

4) Getting on and off the bus

You must not attempt to board or alight from a moving bus or from a bus which is stationary at a point which is not a designated destination, bus stop, or place such as traffic lights and road works etc.

You must not use the emergency exits on any vehicle except in a genuine emergency.

5) Carriage of Wheelchairs, Small Prams, Buggies, Mobility Scooters and Bicycles

We must be advised before your ticket purchase of any requirements for the carriage of wheelchairs, approved mobility scooters, small prams and unfolded buggies, subject to space being available and the discretion of the

driver or conductor, we will carry such items within a designated area. These must not block the aisle of the vehicle at any time.

You are required to co-operate in allowing proper use of the designated area by vacating this area if it is properly required by a customer in a wheelchair including repositioning small prams, folding any buggies.

Bicycles may not be carried.

6) Luggage

In the interests of the safety and comfort of all of our customers, we restrict the size, type and quantity of luggage or other belongings which you can bring onto our bus and reserve the right to refuse permission for you to bring any item onto our bus.

Only the driver may store or remove luggage or supervise the same at the customer's sole risk.

You thus remain responsible for any items you bring on board. You may not be allowed to travel if, for example, the available space for carriage of luggage is already full or, if, in the opinion of the driver, your luggage or belongings will block gangways and access to emergency exits on the bus.

We cannot be held responsible for any loss or inconvenience to you if you are refused travel under these circumstances.

Our liability for lost or damaged luggage and personal belongings is limited to £100 per passenger and you are advised to ensure that you have proper insurance if your luggage and personal belongings is worth more than this.

We reserve the right to request that you open any article of luggage or personal belongings for inspection by the driver or other company officer in your presence if, for reasons of security, it is considered necessary to do so.

Fragile items such as electronic goods, portable televisions, cameras, computers, radios etc will not be allowed to be carried on OLB vehicles except at the customer's sole risk. We will not be responsible for damage to such items however caused.

Certain items cannot be carried under any circumstances in the interests of safety. These include accumulators, explosives, ammunition, weapons, paint in either unsealed containers or plastic containers exceeding 5 litres and combustible or otherwise hazardous materials including petrol.

7) Animals

Guide dogs or hearing dogs accompanying registered disabled persons are the only animals permitted to be carried on OLB vehicles unless the prior written permission of OLB is obtained. There will be no charge for these animals at any time.

8) Lost Property

We will do all that we reasonably can to locate and return any property left on our premises or on our bus to its owner. If lost property is not claimed within a month, we will become the owner of the property and will dispose of it appropriately.

If you find lost property on a bus, you must hand it to the driver. Providing the item is not perishable or objectionable, we will keep it for a month. If you claim any item of lost property, you will be required to satisfy us that the item belongs to you, give us your name and address and you may be charged an administration fee.

If the lost property is perishable and is not claimed within 48 hours of being found, we will dispose of it as we think fit. If perishable property is, or becomes, objectionable or a health risk before the end of the 48 hour period, we reserve the right to destroy or dispose of it at any time.

If the lost property is contained in a package, bag or other container, we may open it and examine it in order to trace the owner or identify the nature and value of the lost property.

9) Fares and Ticketing

If you fail to pay any amount payable to us under this agreement by the due date for payment, we reserve the right to charge you interest on the overdue amount at the rate of 6% per annum above the base rate for the time being of the Barclay's Bank Plc. Such interest shall accrue on a daily basis and be compounded quarterly.

The individual hirer (or the company or organisation on whose behalf the hiring arrangements are made and so signed on the order) undertakes to be directly responsible for the hire and for the payment which must be settled in full at least 14 (fourteen) days prior to the commencement of the hire unless other specific arrangements have been agreed between the hirer and OLB prior to the commencement of the journey.

10) Limitation of liability

We do not in any way exclude or limit our liability for death or personal injury resulting from our negligence nor are your statutory rights as a consumer affected.

Save for personal injury and death caused by our negligence, we exclude all liability for losses that were:

- (a) not foreseeable to us and you when the contract was formed;
- (b) were not caused by any breach on our part; and
- (c) relate to business losses and/or losses to non consumers.

If you wish to cancel your excursion for a reason other than that as set out above, refunds shall be calculated on the basis of the reasonable expenses we expect to incur as a result of your cancellation, which must be requested in writing, as follows:

- (a) Cancellations prior to seven days before travel, 50% of the price paid will be charged.
- (b) Cancellations between seven days and the day of departure, there will be NO REFUND and the full amount will be due.

11) Complaints

We welcome suggestions and complaints because they help us to improve our services and put things right when they have gone wrong. We want people to contact us rather than just stop using our services. We will handle complaints with tact and consideration and never take them personally. We know that customers want to be taken seriously more than anything else. When we have failed, we will offer a sincere, speedy apology and a genuine commitment to avoiding a repetition.

OLB has a designated Director responsible for ensuring we handle suggestions and complaints properly. There is a facility for filing suggestions or complaints online.

All suggestions and complaints whether in writing, by email, in person or by telephone will be investigated and dealt with.

We will provide a response as quickly as possible and always within one week of receipt, even if this is initially to explain what investigation needs to take place and how long this will take.

When comments or complaints are about matters outside our control, we will forward them to the relevant organisation and explain that we have done this.

12) Data Protection

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.

13) Amendments

These Conditions may be amended at any time and any revision will be advertised on OLB's web-site

14) Legal Notice

The laws of England and Wales shall be the governing law for these Conditions and the Courts of England and Wales shall have exclusive jurisdiction.

Should any provision of these Conditions be invalid or unenforceable this shall not affect the validity and enforceability of the remaining provisions.

These Conditions constitute the entire agreement between OLB and its customers. None of our personnel are entitled to alter or vary any of the provisions of these Conditions except in writing as duly authorised by a director of OLB.

The hiring of vehicles is governed by the Public Passenger Vehicles Act, 1981, the Transport Act, 1985 and Transport Act, 2000, which provide, amongst other things, for the proper conduct of drivers and passengers, the rules governing drivers' hours of work and driving and other matters concerning the safety and proper operation of buses and coaches. Hirers are asked not to try to persuade our staff to break these rules, which are governed by law, since by doing so the driver may place in jeopardy his own Passenger Carrying Vehicle Driver's Licence (and hence his job) and the company's own Public Service Vehicle Operator's Licence

You must comply with the Motor Vehicles (Wearing of Seat Belts) (Amendment) Regulations 2006; details are available on request as Special Conditions below. Should seat belts be available the must be used.

In addition, special Conditions apply in addition to the standard excursions conditions of carriage above for excursions to football matches or other designated sporting events and are available upon request.

Old London Bus Ltd. is a company registered with Companies House in England under company number 8351845 and with its registered office address at Linnet House, Cranbrook Road, Hawkhurst, Kent TN.

Non-exhaustive list of statutory regulations as at October 2009

Public Passenger Vehicles Act 1981

Public Service Vehicle (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990 and Amendment Regulations 1995 and 2002

Public Service Vehicle Accessibility Regulations 2000

PSV (Lost Property) Regulations 1978 and Amendment Regulations 1995

Public Service Vehicle (Carrying Capacity) Regulations 1984 and Amendment Regulations 1996

Special Conditions

The Motor Vehicles (Wearing of Seat Belts) (Amendment) Regulations 2006 require inter alia that

- (a) seated passengers aged 14 or over are required by law to wear seatbelts where such are available.
- (b) A child under the age of fourteen in a front seat position (i.e. parallel with the driver) or if less than 135cm in height, must wear a seat belt or where available, a child seat, booster seat or booster cushion as appropriate. A child under the age of three must use a baby or child seat when located parallel to the driver.
- (c) Infants located in other positions on any bus or coach under three carried on a lap should be outside the adult's seatbelt. Children under three are carried free, but no seat will be provided.
- (d) Children under 16 will be carried at the advertised child fare.

Special conditions for excursions to football matches or other designated sporting events include the following.

- (a) The requirements of the Sporting Events (Control of Alcohol Etc), Act, 1985 as amended by the Sporting Events (Control of Alcohol Etc.) Act, 1992 (c.57), which specifically prohibits the carrying or consuming of alcohol on transport travelling to or from designated sporting events.
- (b) It is also an offence under the above legislation for a person carried on a public service vehicle travelling to or from a designated sporting event to be in possession of intoxicating liquor and/or to be drunk. Drivers and OLB Personnel may search any bag, holdall or carrier to satisfy themselves that no intoxicating liquor is being carried.
- (c) In the event of any passenger being in breach of condition (b) above, the passenger shall be liable to the Company and its employees or agents for all costs incurred by them and arising as a result of such breach, including any fine or fines imposed upon them by virtue of Section 1 of the Sporting Events (Control of Alcohol Etc) Act, 1985 as amended by the Sporting Events (Control of Alcohol Etc.) Act, 1992 (c.57). Such passenger will be refused travel and no refund will be made.