

# General Conditions of Carriage

From 1 April 2012

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## INTRODUCTION:

These General Conditions of Carriage are the conditions on which Eurolines (U.K.) Limited carries any person and their property, and these conditions shall apply to each ticket issued by Eurolines (U.K.) Limited and each contract to carry any person entered into by Eurolines (U.K.) Limited. Any person who travels on a Eurolines (U.K.) Limited service shall be considered to have agreed to be carried on these General Conditions of Carriage.

## SPECIAL NOTICES:

\* Tickets purchased from other operators: Please note that if you have purchased any ticket which entitles you to travel on any of our services, but that ticket was not issued by us or our agent, then you must make any complaints or claims to the operator from whom you purchased your ticket, as we will be carrying you as sub-contractor for that operator and will not have a contract with you. This applies for example where you purchase a ticket from another European operator under the "Eurolines" brand. This notice does not affect any liability we may have for personal injury, death, or loss or damage to property resulting from our negligence.

\* Accommodation: Please note that these conditions do not apply to any accommodation which you purchase from us or any other person, in connection with any travel on our services.

\* Loss of enjoyment: We are a scheduled coach service operator, and do not have any knowledge of your purpose of travel. We accordingly do not accept any liability for loss of enjoyment or other similar types of loss.

## SUMMARY OF ADDITIONAL CHARGES:

Please note that we will make certain additional charges in addition to the published fare. The current rates per person for these charges are set out below:-

- Booking fee for all tickets: £4.00
- Additional booking fee where your journey is to commence outside the UK: £4.00
- Administration charge for making, changing or amending any reservation: £5.00
- Administration charge for changing or amending any ticket: £5.00.
- Administration charge of for upgrading a ticket: £5.00.
- Administration charge for refunds (where we are not at fault): a percentage of the fare as set out in Condition 6 below.

These charges are non-refundable unless your ticket is cancelled due to our fault. Eurolines may amend the amounts of these charges at any time, and will inform you of any changes prior to or at the time you make a booking or reservation. Eurolines partners in Europe may make no charge or a different charge in the same circumstances.

## 1 INTERPRETATION

### 1.1 Definitions

In these General Conditions of Carriage, the following words shall have the following meanings:-

"coach" means the coach, bus or other road vehicle, train, ferry, hovercraft or other means of transport provided by us or any other carrier on which you are travelling;

"journey" means each journey you are entitled to make on a service as set out in your ticket;

"luggage" means any property which you bring onto a coach or into a station, including any property carried on your person;

"multiple journey ticket" means any ticket, other than a single or return journey ticket, which permits you to make more than one journey during any period of time, such as the Eurolines Pass and Mini Pass tickets;

"National Express" means National Express Limited, a company registered in England and Wales, with registered number 00232767, and whose registered office is at National Express House, Birmingham Coach Station, Mill Lane, Digbeth, Birmingham B5 6DD

"reduced fare" means a fare other than an Open or Standard fare, such as an Advance fare;

"service" means any journey to be made by a coach provided or arranged by us or on our behalf or any other carrier for the purposes of carrying persons and their luggage, which is set out in a timetable published by us or that other carrier;

"Special Conditions" means any additional or special conditions relating to a particular ticket or fare or the method of delivery of a ticket (including any restrictions as to the services, dates, days of the week, and times in the day on which travel is permitted, and any conditions as to advance reservations of seats) as set out in any notices, offers or publications from ourselves or any other carrier, including our web site. For example, Special Conditions apply to multiple journey tickets, reduced fares and other reduced and discounted fare tickets, promotional tickets and special offers;

"station" means any coach or railway station, air or sea port, or other stop where a service is to be joined or left or through which a service may pass;

"ticket" means any ticket issued by us or on our behalf, which sets out our agreement to carry or arrange for the carriage of any person, including the services on which travel is permitted and the fare payable;

"we", "us" and "our" refers to Eurolines (U.K.) Limited, a company registered in England and Wales, with registered number 1991069, whose registered office is at National Express House, Birmingham Coach Station, Mill Lane, Digbeth, Birmingham B5 6DD;

"working day" means any day, other than a Saturday or a Sunday, on which the clearing banks in England and Wales are open to the public for the transaction of business; and

"you" means the person who we have agreed to carry or arranged to be carried, being the person who purchased a ticket or for whom a ticket was purchased, or any person who travels on a service with or without a ticket.

### 1.2 References

In these Conditions, the singular includes the plural and vice versa, a reference to the masculine includes the feminine and vice versa, and reference to any person includes any individual, firm or company.

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## 2. CARRIAGE SERVICES

**2.1 Our agreement to carry you:** We agree to carry you and your luggage on the journey(s) permitted by your ticket, on and subject to these General Conditions of Carriage and any Special Conditions applicable to your ticket. The applicable Special Conditions shall take precedence over these General Conditions of Carriage.

**2.2 Carriage of children and young persons:** We will not be obliged to carry any child under 16 years of age unless that child is accompanied by a responsible person aged 18 or over. We will not be obliged to carry young persons aged 16 or 17 years unless they are accompanied by a responsible person aged 18 or over or are in possession of a letter of authority from a parent or guardian. All children and infants (0 - 12 years) will require a children's ticket to be able to travel on our services.

**2.3 Your ticket:** Your ticket is a record of our agreement to carry you or to arrange for your carriage. 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. Your ticket must show your full name, otherwise it will not be valid for travel.

### 2.4 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 statements as to the services, dates, days of the week, and times within a day on which you may travel, set out on the ticket or in any Special Conditions applicable to the ticket. Your ticket is only valid for journeys made in the order stated on the ticket.
- (b) Period for which your ticket is valid: For Open or Standard tickets, the last date on which your ticket is valid for travel is the earlier of: 1) date which is six months from the date on which the first journey under your ticket may be made, 2) or the seasonal termination of the service on which that ticket permits you to travel. For promotional and other tickets, the date specified as the last date for travel by the applicable Special Conditions. For the avoidance of doubt, if your ticket does not have a last date for travel stated in any applicable Special Conditions, then the last date for travel will be the same as for Open and Standard tickets. Reduced fares will normally be subject to restrictions as to the dates and services on which they may be used.
- (c) Expiry of your ticket: When your ticket expires, it is no longer valid for travel. However, if your ticket expires during any journey you are making, then if your ticket was valid at the time your journey commenced or should have commenced, its validity will be extended to allow you to complete your journey.
- (d) Ownership of Ticket: Your ticket remains our property at all times and if a ticket is defaced, damaged or tampered with, or lost, it is not valid for travel. We reserve the right to refuse to issue a replacement ticket in such circumstances.

### 2.5 Seat reservations:

- (a) Requirement for a seat reservation: Unless otherwise permitted by your ticket, or you have a standby ticket, you are not entitled to travel on any service unless you have reserved a seat on that service. Unless your ticket states otherwise, when purchasing your ticket you must make a reservation for the first journey permitted by your ticket.
- (b) Right to make seat reservations: Unless your ticket states otherwise, you are entitled to reserve a seat on any service on which your ticket permits you to travel. If you have a standby ticket, you are not entitled to make any reservations, and are not guaranteed travel on any service.
- (c) Making seat reservation: If you wish to reserve a seat on a particular service, you must make the reservation no later than 48 hours before your required departure date, and in relation to some services or in the high season, no later than 4 days before your required departure date. Please refer to our published timetables for information on reservation periods for particular services. We shall not be obliged to make a reservation for you on a service after that date. All reservations are subject to availability of seats on the service for which you request a reservation, and you will not be given a reservation if no seats are available on the service. A reservation of a seat does not guarantee you a particular seat on a coach, and we may alter the seat which is assigned to you at any time.
- (d) Cancelling or changing seat reservations: You may cancel or change your reservation, by notice to us. However, cancellations and changes to reservations later than the last date for making a reservation referred to in Condition 2.5(c) shall be considered to be a cancellation of the ticket. Certain ticket categories have Special Conditions which do not permit changes to or cancellations of reservations.
- (e) Administration charge: We will make a reasonable administration fee for changing, cancelling or making any reservation.

### 2.6 Amendments to your ticket:

- (a) Permitted amendments: Subject to any Special Conditions applicable to certain tickets, you may request the following amendments to your ticket once it has been issued: an amendment to the type of ticket (such as from a reduced to a Open or Standard fare); an amendment to the period of validity of the ticket (but to a date no later than the maximum period of validity of your ticket as set out in Condition 2.4(b)); and an amendment to the destination(s) of the ticket (provided that you still travel on the same service and not any other service). **NOTE: You are not entitled to request amendments to multiple journey tickets, other than the Eurolines Pass or Mini Pass tickets.**
- (b) Time limit for making alterations: Except for reduced fare and other promotional tickets, if you wish to make any amendments, you must request these amendments by no later than 30 minutes before check-in closes for, or if there is no check-in, at least 30 minutes before the departure of, the service on which you are to make the first journey permitted by your ticket, otherwise the amendment will be treated as a cancellation and issue of a new ticket. **NOTE: You are not entitled to request amendments to advance purchase or other reduced fare or promotional tickets later than the last date on which the ticket is capable of being booked, and if you wish to make a change later than that date, we may charge you an upgrade fee.**
- (c) How amendments may be made: Amendments to tickets may only be made by our offices or agents or those of National Express Limited or any other Eurolines partner carrier A reasonable administration fee (currently £5.00) will be charged for amending a ticket.
- (d) Effect of amendment: An amendment to a ticket shall constitute an amendment to our contract with you. If the published fare payable for the ticket as amended would be more than the fare already paid for that ticket, then an additional fare will be payable for the difference, but the fare already paid by you will not be refunded except in accordance with any refunds expressly allowed under these General Conditions of Carriage.
- (e) Upgrading: Advance purchase and other reduced fare tickets may be upgraded to Open or Standard tickets up to 30 minutes before check-in closes for, or if there is no check-in, at least 30 minutes before the departure of, the first service on which your ticket permits a journey, by payment of the difference between the reduced fare paid and the Open or Standard fare at the time of upgrade, plus our reasonable administration fee.

**2.7 Bookings:** Eurolines will charge a reasonable fee for bookings and reservations for all fares. In addition, bookings and reservations made with our UK offices or agents for travel commencing outside the UK will be subject to an additional reasonable administration

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charge. Our published fares are for travel commencing in the UK. Due to currency fluctuations these may differ from fares for travel commencing outside the UK.

**2.8 Our right to charge an additional fare:** We may charge you an additional fare for your ticket by notice to you at least 4 days before you are booked to travel on any service, or in any other case by 4 days notice in writing at any time. If we ask for an additional fare, your ticket will cease to be valid for travel until you pay that additional fare. If you do not agree to pay that additional fare, you may cancel your ticket by informing us at least 48 hours before you are to travel, in which case we will refund a reasonable amount of the fare you paid for your ticket relating to any unused portions or unexpired periods of validity of your ticket.

### 3. CARRIAGE BY OTHER CARRIERS

#### 3.1 Where you have a separate contract with that other carrier:

- (a) Where a ticket specifically includes carriage by another carrier: If any journey permitted by your ticket is for or includes travel on a service provided by a carrier other than ourselves, then we contract with you as agent for that carrier, for the purposes of that journey, and the carriage contract for that service will be between you and that carrier, and be on and subject to the terms and conditions of carriage of that carrier notified to you or otherwise published by that carrier.
- (b) We may arrange carriage by another carrier: We may at any time arrange for you to be carried for any part of a journey or service by a carrier other than us. For this purpose you appoint us as your agent with authority to negotiate and conclude a contract for that carriage between you and that carrier. We will use reasonable endeavours to negotiate a fair and reasonable contract on your behalf, and we shall be considered to have made a fair and reasonable contract if the contract for carriage with that carrier is made on the published conditions of carriage of that carrier, or on conditions similar to these General Conditions of Carriage.

#### 3.2 Where you do not have a separate contract with other carrier:

- (a) Carrier will be treated as our sub-contractor: If you are carried by any carrier other than ourselves for all or any part of a journey or service, and you do not have a contract with that carrier, then that carriage shall be considered to have been provided by the carrier on our behalf as our sub-contractor, and these General Conditions of Carriage shall apply to all such carriage.
- (b) Carriage by ferry etc: Where any journey includes carriage of you and the coach you are travelling in by rail, ferry, or hovercraft, then these General Conditions of Carriage shall continue to apply to us in relation to the coach you are travelling on, but we shall have no liability in respect of any act, default or delay in relation to the train, ferry or hovercraft on which the coach is being carried.

#### 3.3 Liability in relation to carriage by another carrier:

- (a) Liability of other carrier: If you have a separate contract for carriage with any carrier, then we shall have no liability to you if that carrier fails or delays in carrying you, or for any other act or omission of that carrier, and you shall make your claim for any loss or damage you suffer against that carrier.
- (b) Our liability for the other carrier: If we do have any liability to you for any act, omission, negligence, or default of any other carrier (whether or not you have a separate contract with that carrier) then our liability to you shall be as if we had carried you on and subject to these General Conditions of Carriage and that carrier were our sub-contractor.
- (c) Your liability to the other carrier : Where you are carried by any other carrier for the whole or any part of a journey, you shall owe your obligations under these General Conditions of Carriage and any Special Conditions to that carrier as well as us, and that carrier shall be entitled in common with us to the benefit of any rights, remedies or limitations of liability which we have set out in these General Conditions of Carriage and any applicable Special Conditions.

### 4. PASSENGER RESPONSIBILITIES

**4.1 You must check your ticket:** You must check your ticket for errors as soon as you receive it, and bring any errors to our attention in accordance with the following rules:

- (a) Tickets issued in person: If your ticket was issued to you in person from our offices or agents, then you should check your ticket at that time and bring any errors immediately to the attention of the person who issued the ticket to you.
- (b) Tickets delivered by post or otherwise: If your ticket was delivered to you by post or any other method, then you must inform us of any errors no later than 2 working days after you receive your ticket. and in any event prior to the stated departure time of the service. If you fail to inform us of any errors at the required time, then your ticket will be assumed to be correct. We will correct any ticket which contains any errors which were not reasonably apparent, if you tell us about those errors as soon as reasonably possible after you notice them, and you give us reasonable justification for saying that an error was made.

**4.2 You must make reservations promptly:** Our obligation is only to carry you on published services, and only where there are available seats on that service. It is for you to ensure that you make all reservations in reasonably good time for any services on which you wish to travel, and we shall not be liable if you delay in making any reservations, or make reservations at the last minute, such that there are no available services left to travel on within the period of validity of your ticket.

**4.3 You must travel with your ticket:** You must take your ticket with you whenever you travel on a service, and you must produce your ticket for inspection when asked. If you do not take your ticket with you when you travel, or do not produce your ticket when asked then you will be considered to have travelled without a ticket. If you do not have a ticket when boarding, and subject to seats being available, an Open or Standard fare ticket must be purchased from the driver. NOTE: If you have purchased your ticket with a discount card, you must take the discount card with you whenever you travel on a service and must produce it with your ticket for inspection when asked. If you fail to produce your discount card, you will be obliged to pay the full Open or Standard fare.

#### 4.4 You must travel with a valid ticket:

- (a) Travel without a valid ticket: You must travel with a valid ticket. You will be considered to have travelled without a valid ticket if you travel without a ticket at all, or you travel with a ticket which you are not entitled to, or you travel without a ticket which you have purchased or which has been purchased for you, or you travel on any service on which your ticket does not permit travel, or you travel in breach of the General Conditions of Carriage or any Special Conditions applicable to your ticket, or you travel after the expiry date of your ticket, or you travel further than your ticket permits, or you travel with a ticket which is declared by these General Conditions of Carriage or any Special Conditions to be invalid.
  - (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 fail to purchase one from the driver. If you do travel on any service without a valid ticket, you shall leave the service when asked, and we may remove you from the coach if you refuse, unless you immediately purchase a valid ticket for your journey and you pay the Open or Standard fare for the journey which you are making as specified by the driver. 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, you must pay an excess fare up to the amount of the Open or Standard fare for the journey you are making. We may charge you a reasonable administration fee for issuing any ticket and charging any additional fare.
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#### 4.5 YOU MUST TAKE CARE OF YOUR TICKET.

- (a) **LOST TICKETS: WE WILL NOT BE OBLIGED TO REPLACE YOUR TICKET IF IT IS LOST, MISLAID OR STOLEN. YOU WILL BE REQUIRED TO PURCHASE A NEW VALID TICKET TO ENABLE YOU TO TRAVEL.**
- (b) **SPOILED TICKETS: IF YOUR TICKET IS SPOILED OR TAMPERED WITH, IT WILL BE INVALIDATED, AND IF YOU TRAVEL WITH IT, YOU WILL BE CONSIDERED TO HAVE TRAVELLED WITHOUT A TICKET. IF YOUR TICKET IS SPOILED OR TAMPERED WITH BEFORE YOU TRAVEL, THEN WE MAY REPLACE YOUR TICKET IF YOU ASK FOR A REPLACEMENT A REASONABLE TIME BEFORE YOU ARE TO TRAVEL, AND YOU PROVIDE US WITH PROOF OF YOUR PURCHASE, YOUR IDENTITY, AND A REASONABLE EXPLANATION AS TO WHY YOUR TICKET WAS SPOILED OR TAMPERED WITH. WE MAY REFUSE TO REPLACE YOUR TICKET IF IT IS REASONABLE TO DO SO. WE WILL CHARGE YOU A REASONABLE ADMINISTRATION FEE FOR REPLACING YOUR TICKET.**

#### 4.6 You must bring your travel documentation:

- (a) **Travel Documentation:** YOU MUST ENSURE THAT YOU TRAVEL WITH A VALID PASSPORT, AND A VISA FOR EACH COUNTRY THAT YOU WISH TO ENTER IF REQUIRED BY THAT COUNTRY. You are responsible for obtaining, and when you travel on any service you must have with you, appropriate travel documentation, including: reasonable proof of your identity; any photo card, student card or other card required to be presented with your ticket; all documents, authorisations and permits which you are required to have to enter, remain in and leave the countries from, through or to which you are travelling, including a valid passport and visas; and any other documents required by the law of the countries concerned. You are responsible for complying with all laws of any countries from, to or through which you are travelling.
- (b) **You must permit your travel documentation to be inspected and copied:** You must produce your travel documentation for inspection when asked by us, and you must submit to security checks by any governments, officials, or other carriers. You permit us to take and retain copies of your travel documentation or otherwise make a record of your travel documentation.
- (c) **Failure to produce or travel without valid documentation:** If you do not produce your travel documentation when asked, or refuse to submit to any inspection or security check, or are refused exit from or entry to any country through which a service passes, or you present any documentation which reasonably appears to be insufficient, or which appears to be invalid or fake, or there is a reasonably apparent falsity or dissimilarity between you and the photographs shown in any documentation provided by you, then we shall be entitled to refuse you further carriage, remove you from any coach, and to cancel and confiscate your ticket and any documentation you have provided. In such case, we shall have no liability to you or obligation to refund any fare, and you shall be responsible for making your own way to your destination or back to where you travelled from. If we are required or liable to pay any fines or other costs (such as the cost of returning you to any place) as a result of your having incorrect or invalid travel documentation, or being refused exit from or entry to any country, you shall pay to us on demand the amount of any such fine or costs.

**4.7 You must make sure you are on the correct service:** You are responsible for making sure that you meet any service on which you are travelling at the relevant boarding point and for getting-off the service at the right destination.

#### 4.8 You must check-in prior to departure:

- (a) **Check-in at major departure terminals:** You are required to check in 1 hour before boarding a service at the appropriate point indicated at the place of departure. The check-in closes 15 minutes before the timetabled departure time for the service.
- (b) **Departure at intermediate stops:** You should arrive at the boarding point for a service at least 30 minutes prior to the timetabled departure time for that service.
- (c) **Effect of late arrival or check-in:** We may give your seat to another passenger if you arrive later than the scheduled check-in time, in which case you will be considered to have missed the service. We shall not be liable to you if you miss any service as a result of your late arrival, and shall not be obliged to hold up any service to wait for you, or to provide a seat on any other service, if you miss a service.

**4.9 You must 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, the services of other carriers, or other forms of transport provided by other carriers on which you are planning to travel. We recommend that you allow at least 60 minutes between arrival and check in time for onward journeys. If you have to change from one coach to another you will be responsible for transferring yourself and your luggage between coaches, unless other arrangements have been made.

**4.10 Mid-journey refreshment breaks:** If a short halt is made on a service for meals or refreshments, you must return to the coach punctually within the time allowed for the halt. We shall not be obliged to hold up the coach to wait for you, and we shall not be liable to you if you miss the coach because you return later. We will not reimburse any additional costs you may incur as a result of your missing the coach.

**4.11 Joining and leaving a service:** You may not board or leave any service except at the starting or finishing point of your journey, save for any short meal or refreshment break permitted in Condition 4.10 above.

**4.12 Breaks in your journey:** You may not break any journey permitted by your ticket except where there is serious delay. If after you commence a journey, you are prevented from travelling further by reason of illness, we may at our sole discretion permit you to break your journey, and to resume your journey on the next service which has available seats after you become fit to travel again.

**4.13 Breach of conditions applicable to your ticket:** If you fail in a material respect to comply with any condition that governs your ticket, we may cancel the ticket, and refuse you further carriage, without any obligation to refund the fare or other liability to you.

#### 4.14 Customs and Immigration

- (a) **Immigration Checks:** Where a coach is required to stop at any immigration, passport or customs check-point, the coach will wait for a reasonable period to enable all normal checks to be carried out. However, the coach will not be obliged to wait for any passengers who are detained or delayed for any reason, and will be entitled to depart after that reasonable period leaving any detained or delayed passengers behind. Any luggage belonging to any passengers left behind will be at the risk of those passengers and we will not be liable for any loss or damage to that luggage.
  - (b) **Baggage Checks:** Where your luggage is removed from a coach for customs checks, you will be responsible for getting your luggage back from those checks or any carousel to the luggage compartment of the coach.
  - (c) **Other border checks;** Where we or you are required under any applicable law to provide details of your name, address, and other information concerning your identity, and your journey and its purposes, you shall as a condition of your travel with us, promptly comply with all such law and co-operate with us in complying with such law.
  - (d) **Other border requirements:** You are advised that when crossing any borders or check-points, further requirements may be applied by the countries you are leaving or entering, including possibly unofficial or corrupt requirements, such as the imposition of any taxes or other payments by border control officials. We accept no responsibility or liability for such requirements, or for any delays or other problems caused by such requirements, and you expressly agree that this is a risk you freely assume as condition of travelling on our services.
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## 5. EUROLINES RESPONSIBILITIES

- 5.1 Our obligation to carry you:** It is our obligation to carry you and your permitted luggage on the journeys permitted by your ticket, on and subject to these General Conditions of Carriage and any Special Conditions. We will make reasonable efforts to carry you with the minimum discomfort and inconvenience. For busy services, at times of high demand, or when a coach in our normal fleet is not available, we hire replacement, standby, additional or duplicate coaches from third parties. These coaches may not bear our livery, but they will have a Eurolines identifier in the window to identify them. These coaches also may not be to the same standard of comfort or leg-room or have the same facilities as our normal fleet.
- 5.2 We do not carry animals:** Please note that we do not carry dogs or other animals (including guide dogs or hearing dogs accompanying registered blind or deaf persons).
- 5.3 Timetable of Services:** The published running times of any service are only stated approximately. We do not guarantee that any service will start or arrive at the published time or that any service will connect with any other service shown as a connecting service, although we will use reasonable efforts to the extent within our control to minimise any disruption to your journey. In the event that our services are delayed or cancelled we will use reasonable efforts to notify you of the delay and any alternative timetable as soon as reasonably practicable.
- 5.4 Our right to cancel:** We reserve the right to alter any timetables or suspend, cancel or withdraw services, or terminate a service once it has commenced, without notice whether before or after you have reserved a seat on the service, and to substitute an alternative service.
- 5.5 Our liability for cancellations and withdrawals of services:**
- (a) Our liability is limited to what is stated in these Conditions: Except as provided in these General Conditions of Carriage, we shall not be liable for any loss, damage, liability, or cost suffered by you as a result of any cancellation or withdrawal of any service by us, or any delay to any service, or termination of any service, for any reason (including our breach of contract or negligence).
  - (b) No liability if you have no reservation: If we cancel or withdraw a service before it has commenced and you do not have a seat reserved on it, we shall have no liability to you.
  - (c) Cancellation before service has begun: If we cancel or withdraw a service before it has commenced, otherwise than due to a circumstance beyond our reasonable control, and you do have a seat reserved on it, our liability will be at our option to:-
    - (i) carry you on another service with available seats and where necessary extend the validity of your ticket;
    - (ii) make suitable alternative arrangements to carry you to your destination on another coach, or other mode of transport as we deem fit; or
    - (iii) 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.
  - (d) Cancellation after service has begun: If a service on which you are travelling commences and is terminated before reaching your destination, other than for a reason outside our control, our liability will be at our option to:-
    - (i) make suitable alternative arrangements to carry you to your destination, such as another service, carrier, coach, train, private car, or taxi, which you shall not unreasonably refuse; or
    - (ii) provide a substitute coach, which may lack all of the advertised facilities; or
    - (iii) pay to you the reasonable cost which you incur in making suitable alternative arrangements yourself to get to your destination, but not more than the cost of reasonable surface transport to your destination.
- 5.6 We have no liability for circumstances beyond our control:** We shall have no liability for any delay or failure to carry you, or for breach of contract, where caused by a circumstance beyond our reasonable control. The following shall be considered to be circumstances beyond our reasonable control: war or threat of war, accidents causing delays on the service route, exceptional severe weather conditions, fire and/or damage at a station, compliance with requests of the police, customs or other government, officials and security services, deaths and accidents on the road, vandalism and terrorism, unforeseen traffic delays, strike/ industrial action, riot or local disturbance or unrest, problems caused by other customers, the coach being held or delayed by a police officer, customs official or governmental official, approval of relevant governmental department of the countries concerned being refused on grounds of national security etc, bankruptcy, insolvency or cessation of trade of any carrier used by us including cross-channel carrier, and other circumstances affecting passenger safety.
- 5.7 Our maximum liability to you:** Our maximum liability to you for any loss, damage or liability (including, but subject to the limitation set out in Clause 7.11, for loss or damage to your luggage) which you may suffer or incur as a result of our failure to carry you, our delay in carrying you, breach of our contract to carry you, our negligence in connection with carrying you, or the deliberate or negligent acts or omissions of any of our officers, employees, agents, representatives or sub-contractors, shall be limited to £1,000 in aggregate for all such losses, damage and liability.
- 5.8 Death and Personal Injury:** We do not exclude or limit our liability for death or personal injury resulting from our negligence. Where you deal as a consumer, we do not exclude your statutory rights.

## 6. REFUNDS

- 6.1 What refunds are allowed:** You are not entitled to cancel your ticket and we shall not be obliged to refund to you any fare for your ticket in any circumstances, except for any refunds expressly allowed in these General Conditions of Carriage or any Special Conditions. We will not give any refund in respect of a multiple journey ticket unless agreed in the Special Conditions for that multiple journey ticket. **REFUNDS WILL NOT BE GIVEN FOR REDUCED FARE TICKETS UNLESS STATED IN THE SPECIAL CONDITIONS FOR SUCH FARES.**
- 6.2 Refunds where you do not wish to use the ticket:** If you do not wish to use your ticket, your ticket is for a single or return journey (and not a multiple journey ticket) and a refund is not prohibited by any Special Conditions, we will make the following refunds in relation to the fare you paid for that ticket (subject to the conditions for refunds set out Condition 6.4 below):-
- (a) Where cancellation is made at least 48 hours before your first journey: If you have not yet made the first journey permitted by your ticket, and your claim for a refund is made no later than 48 hours before the time of departure of your first journey, we will refund 75% of the fare you paid for a single journey, or return journey ticket.
  - (b) Where cancellation is made less than 48 hours but not less than 6 hours before your first journey: If you have not yet made the first journey permitted by your ticket, and your claim for a refund is made less than 48 hours before but no later than the time of departure of your first journey, we will refund 50% of the fare for both single and return journey tickets.
  - (c) Lost or stolen tickets: If your ticket is lost or stolen, and you purchase a new ticket to replace that lost or stolen ticket, then if you later find your lost or stolen ticket, we will refund 88% of the fare you paid for that lost or stolen ticket, subject to the conditions in Clause 6.4.

NOTE: Note that if the Special Conditions for an advance purchase ticket or other reduced fare permit refunds, no refund will be available later than the last date on which the ticket is capable of being purchased prior to your first journey.

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**6.3 Delay or Cancellation:** Permitted refunds for delays and cancellations to any services are set out in Condition 5.5.

**6.4 General rules for refunds:** In any case where we agree to or are obliged to provide a refund, we will only give you that refund on the following conditions:-

- (a) You must make the refund claim: You must make your claim for a refund yourself and if asked you must provide reasonable proof of your identity and purchase. If you have a ticket that covers more than one person, the claim for a refund must be made by all of those persons at the same time. You are only entitled to a refund if you have paid the fare that is being refunded.
- (b) Where you must make the claim: You must make your claim for a refund by writing direct to the Refunds Department, Eurolines, 4 Cardiff Road, Luton, LU1 1PP or any other advertised address.
- (c) Time Limits: Your claim for a refund must be made in the times stated in these Conditions, and if no time is stated, no later than 30 days after the date on which you were booked to travel your return or other final journey on your ticket, or if you had not booked your final journey, the last date on which your ticket is valid for travel.
- (d) Illness: If due to any medical reason you were unable to claim a refund within the time allowed, we will still give that refund if you can provide proof of your inability (such as a medical certificate).
- (e) You must return your ticket: When making your claim for a refund, you must return your ticket to us no later than 28 days after you cancelled your ticket and made your claim for a refund. We will not be obliged to give you a refund until we have received your ticket.
- (f) Refund charge: We will make a reasonable administrative charge for giving a refund and cancelling your ticket except if the refund was made because of a cancellation or withdrawal of a service. We may deduct from the amount of any refund, any amount which we are entitled to charge for giving that refund. Currently the administrative charge is the percentage of the ticket price which we withhold when giving a refund under Condition 6.2.
- (g) Effect of refund: If we give you a refund, then your ticket will be cancelled, and we shall have no further obligation to carry you under that ticket.

## 7. LUGGAGE

**7.1 Permitted luggage:** We will carry your luggage on and subject to these General Conditions of Carriage and any applicable Special Conditions. You are allowed to take onto a service one or two medium sized suitcases or rucksacks (of no more than (h)70 x (w)30 x (d)45 cm in size and 30kg in total weight), and one small piece of hand luggage. The permitted luggage varies for different services, and you should refer to the published timetable for a service or our other publications for details of the permitted luggage for a service. For this purpose, hand luggage means something that is capable of fitting in an overhead luggage rack or under seats. We shall not be obliged to carry luggage in excess of this allowance. If we agree to carry any particular luggage on any journey this does not mean that we have agreed to carry that luggage on any subsequent journey you make. Fragile items such as electrical goods, portable televisions, and radio will only be carried if they are of reasonable size and securely fastened. If a service accepts bicycles (including folding bicycles) then that bicycle will form part of the luggage allowance stated above, so that if you bring a bicycle then you will only be entitled to bring 1 suitcase or rucksack, rather than the 2 stated above : i.e. you may have 2 cases, or 1 case and a bicycle.

**7.2 Prohibited contents:**

- (a) Prohibited luggage: We are not obliged to carry any of the following items of luggage, and you may not bring them onto any coach without our permission: any weapons, drugs or solvents (other than medicines), live or dead animals, fish or insects, battery powered wheelchairs or disabled scooters, prams, non folding pushchairs, bicycles, and folding bicycles (unless stated in any timetable or publication for a service), skis and surfboards, or any other items or substances which we are not permitted to carry under the law of any country through which any service may pass, or on any form of transport on which you are travelling, or which are in our opinion unsafe, or may cause injury or damage to property, items, or which are considered by us to be unsuitable for carriage by reason of their weight, size, shape or character, or which are fragile or perishable, or items with sharp or protruding edges.
- (b) What happens if you take prohibited luggage: If you take any of these items onto any coach, we may remove them from the coach immediately on discovery, and leave them outside the coach, wherever they may be situated. If you have any doubts as to whether we will carry any particular item, you should obtain our written confirmation before purchasing your ticket. If you take any prohibited items of luggage onto a coach or into a station, we shall not be liable for any loss or damage occurring to such items for any reason whatsoever.

**7.3 Restricted Stops:** There are some stops where for safety reasons we are unable to load and unload luggage. Such stops are shown on our published timetable leaflets. At these stops only hand luggage is permitted.

**7.4 Packing and identification 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 protecting any other property on a coach from being damaged by your luggage. If a service accepts bicycles, then these must be specially packed in a tough padded bag or hard case designed for the purpose, so as to ensure protection of the bicycle and to prevent other luggage from being damaged by the bicycle; a flimsy cover or dust cover is unacceptable. You must attach to your luggage suitable labels identifying you as the owner of the luggage and your destination, including any tag we provide at check-in, and in any event all luggage which is given into our custody should be clearly and appropriately labelled and include a contact address and telephone number. We will not be obliged to carry any luggage that has not been properly packed or labelled.

**7.5 Inspection of luggage:** We shall be entitled to inspect all of your luggage, and to search your person, on request, for the purpose of ensuring compliance with the above requirements. We shall not be obliged to carry you or your luggage, and shall be entitled to remove you from any coach, if you refuse to submit to a search.

**7.6 Storage of luggage:** All luggage other than hand luggage will be stored in any hold or other storage compartment on the coach, and not in the passenger compartment of the coach.

**7.7 Getting the luggage onto a service:** You are responsible for getting your luggage onto and off a coach. Our drivers are not responsible for lifting your luggage on or off coaches and any decision to do so on a journey is at the discretion of the driver. It is your responsibility to see your luggage put on and taken off a coach, or checked-in at any station where check-in arrangements apply. Except for any luggage stored in the hold of a coach, you must also look after your luggage at all times, including at any station and your hand luggage whilst on a coach.

**7.8 Small valuables and important items:** Small valuable items should not be stowed in the luggage hold under any circumstances but should be taken on board a coach as hand luggage. Small valuable items includes money, medication, jewellery, precious metals, laptop computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports, visas, tickets and identification documents. Small valuable items may be placed in the overhead racks or under your seat, but should not be left unattended by you. Where possible, small valuable items should be carried on your person.

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## 7.9 Left and lost Luggage:

- (a) Our liability for left luggage: If you leave behind or lose any of your luggage on a coach or at a station we will not be liable for any loss of or damage to that luggage for any reason whatever, except as stated in Conditions 7.9(b) and (c) below.
- (b) We will store left luggage: If we find any of your luggage on a coach or at a station, we will store it at such location as we may decide, and we will take reasonable care of that luggage. We may charge you a reasonable administration fee for the storage and return of your left or lost luggage.
- (c) Our right to dispose of left luggage: If you have not collected your left or lost luggage within 1 month of our receiving or finding it, we may dispose of your luggage in any manner we wish, including by destruction or sale, and we shall be entitled to keep any sale proceeds. We shall be entitled to open and examine any left or lost luggage. If there are any items which we consider are dangerous or perishable or otherwise unsuitable for storage, we shall be entitled to dispose of those items immediately.
- (d) You must hand over lost luggage of other people: If you find any property of any other person on any coach or at any station, you must hand it over to us immediately. If you find any property on any coach you shall hand it over to the coach driver where possible.

**7.10 Notification of loss or damage:** If during any journey you should lose any of your luggage or any of your luggage is damaged you must notify a member of our staff as soon as possible after you discover the loss or damage. You must confirm any loss or damage of your luggage within 72 hours after the end of your journey by writing to the Lost Property Department at Eurolines, Victoria Coach Station, 180 Buckingham Palace Rd, London SW1W 9TQ or any other advertised address for the purpose. If you do not notify us of any loss or damage to your luggage as required, then we will not be liable for that loss or damage.

**7.11 Our liability for loss or damage to Luggage:** Your luggage shall be at your risk at all times, and we will only be liable for any loss of or damage to your luggage caused by our negligence. Our maximum liability to you for any loss of or damage to your luggage, whether for breach of contract, breach of any duty of care in relation to the luggage, our negligence, or any deliberate or negligent acts of any of our employees, agents or representatives, shall be limited to £500 for all such loss or damage. You should insure your luggage with reputable insurers against all usual and normal risks of loss or damage, to the full replacement value of the luggage, with no excess.

## 8. PASSENGER BEHAVIOUR

**8.1 Required behaviour and prohibited behaviour:** You shall behave in a reasonable, sensible and lawful manner on a coach and at any station, comply with any request from a member of staff concerning the availability of certain seats reserved for disabled passengers, use mobile phones considerately with the comfort of other passengers in mind, and you shall not: be abusive or threatening to any staff or any other person; or conduct yourself in a way which may endanger yourself, any coach or station or any person or property on board any coach or at any station; or obstruct any driver, crew, officer or staff in the performance of their duties or fail to comply with their instructions; or behave in a manner which causes discomfort, inconvenience, damage or injury to other persons; or obstruct or allow any of your luggage to obstruct any aisle or emergency exit; or play any radios, cassette or CD players, personal stereos, musical instruments or radio or electronic devices that are audible and distracting or annoying to any person or which interfere with or render less audible any public address system or other equipment; or take onto any coach or into any station any alcoholic drinks or drugs (other than medicines) for the purpose of consuming them, or consume them on any coach or in any station, or consume or take any hot food onto the coach, such as chips or other takeaway foods, or board any coach whilst under the influence of alcoholic drinks or drugs; or smoke; or board any coach whilst you are seriously ill or suffering from any serious contagious illness.

**8.2 Consequences of bad behaviour:** If you fail to comply with any of the behaviour rules in Condition 8.1, or we have reason to believe you may continue any conduct in breach of those behaviour rules, we shall be entitled to restrain you, remove you from the coach or station, refuse you further carriage, cancel your ticket without refund, and take any other measures as we consider necessary to prevent continuation of such conduct.

**8.3 Our liability for behaviour of other passengers:** Whilst we will use our reasonable efforts to control the behaviour of other passengers on a coach or at a station, we will not be liable to you for any act or omission of any other passenger on a coach or at a station.

## 9. GENERAL

**9.1 Governing Law:** Your ticket, the contract with us to carry you, and any carriage we provide to you shall be governed by English law, and the English courts shall have exclusive jurisdiction. However, if a journey you are making commences and terminates wholly within Scotland, then your ticket, your contract with us to carry you, and any carriage we provide to you, shall be governed by Scottish law, and the Scottish courts shall have exclusive jurisdiction.

**9.2 International conventions and consumer rights:** If any law which governs or applies to your ticket, your contract with us, or your carriage by us, sets out any compulsory minimum rights or remedies or compulsory terms for carriage contracts, whether by road, rail, air, sea, or hovercraft, which may not be excluded or limited, then such rights, terms and remedies shall prevail over any conflicting terms of your ticket, these General Conditions of Carriage and any Special Conditions.

**9.3 Severability:** Each of the provisions of these General Conditions of Carriage shall be separate and severable. Should any provision be invalid or unenforceable, it shall be severed from these General Conditions of Carriage, and the remaining provisions of these General Conditions of Carriage 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.

**9.4 Your personal data:** Your personal data (including details of and copies of your travel documentation) given to us by you or our agents or representatives may be kept on record by us, and used and disclosed by us for the purposes of administering your ticket, purchasing tickets for your carriage by carriers other than us, making seat reservations for you for travel on any service, administering, performing and exercising any rights under your carriage contract with us, these General Conditions of Carriage and any Special Conditions, facilitating emigration/immigration and exit/entry to and from any country, and complying with any legal obligations we may have to make available such data to government agencies or other persons in connection with your travel. In carrying out this purpose, we may transfer your personal data to other countries, and disclose your personal data to our own offices, our agents and representatives, sub-contractors, government agencies, and any other carriers. You consent to this receipt, use, disclosure and transfer of your personal data.

**9.5 Amendments and waivers:** None of our employees, agents, or representatives, has authority to alter, modify or waive any provision of these General Conditions of Carriage or any Special Conditions.

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

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