



## **GUTSi Commuter Service – Terms and Conditions of Carriage**

These Conditions of Carriage are the conditions on which Green Urban Transport Limited, trading as GUTSi Executive Transfer carries any person and their property and these conditions shall apply to each booking contract made for travel on a GUTSi Executive Transfer Service. Any person who travels on a Green Urban Transport Limited service shall be considered to have agreed to be carried on these General conditions.

### **1. INTERPRETATION**

#### **1.1 Definitions**

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

**“Booking”** means your booking for travel on a particular GUTSi Commuting Service upon which a reservation is made and the Fare and Booking Fee (if applicable) are paid.

**“Joining Contract”** means the joining contract signed by you, detailing your acceptance of a reduction in your salary in order to access the works bus.

**“Children's ticket”** means any ticket issued by us or on our behalf to carry out or arrange for the carriage of children

**“Coach”** means the coach, bus or other road vehicle 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 GUTSi Commuting Service including any property carried on your person.

**“Luggage Allowance”** means one suitcase and one piece of hand luggage per person.

**“Reduced Fare”** means a fare other than a fully amendable and refundable flexible ticket.

**“Service”** means any journey to be made by a coach provided or arranged by us or on our behalf for the purpose of carrying persons and their luggage, which is set out in a timetable published by us.

**“Special Conditions”** means any additional or special condition relating to a particular ticket.

**“Dock”** means any stop where a service is to be joined or left

**“We”, “Us” and “Our”** refers to Green Urban Transport Limited, a company registered in England and Wales, with registered number 6420081

**“Working Day”** means a day, other than a Saturday, Sunday or Bank Holiday, on which the clearing banks in England and Wales are open to the public for the transaction of business;

**“Works Bus”** An employer paid GUTSi Executive Transfer service that falls under HMRC rules relating to ‘Works Buses’ Section 242 ITEPA 2003 and S.I.2002 No.205

**“You”, “Your”** 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.

### **2. CARRIAGE**

#### **2.1 Our Agreement to Carry You:**

We agree to carry you and your luggage allowance on the journey stated on your tickets subject to these Conditions of Carriage.

#### **2.2 Carriage of Luggage:**

In addition to your luggage allowance, Additional Luggage may be carried, provided that you book and pay for an additional seat upon which the Additional Luggage must be carried.

#### **2.3 Carriage of Children and Young Persons:**

Children under 16 years of age will not be carried unless accompanied by a responsible person aged 18 or over.

One Child under 3 years of age may travel free of charge if accompanied by a passenger over the age of 18. The child will not be entitled to a seat or a Luggage Allowance. Additional children under the age of 3 will be charged the Fare.

#### **2.4 Carriage of Animals:**

We cannot carry dogs or any other animals on any GUTSi Commuting Service, other than guide dogs accompanying registered blind persons and hearing dogs accompanying registered deaf persons.

#### **2.5 Your Joining Contract:**

Your Joining Contract is a record of our agreement to carry you and your permission to travel on the GUTSi Commuting Service on which you are booked and have paid for.

#### **2.6 Amendments to your Booking:**

Customers may cancel their booking (see clause 2.7) and make a new booking as and when required, provided there is the availability.

#### **2.7 Cancelling Your Booking:**

Bookings may only be cancelled prior to the day of travel.

### **3. CARRIAGE BY OTHER CARRIERS**

#### **3.1 Carriage By Other Carriers:**

If, for operational reasons, a substitute carrier operates a GUTSi Commuting Service on our behalf then such substitute carrier will be treated as our sub-contractor and these Conditions of Carriage shall apply.

### **4 PASSENGER RESPONSIBILITIES**

#### **4.1 Checking Booking Details Prior to Purchase**

When making a booking you must carefully check the details.

#### **4.2 Travelling With Your booking reference**

You must present an email or text booking reference to the driver when boarding an GUTSi Executive Transfer for your journey as this is your proof of Booking and is the means by which entry to the vehicle will be granted. If you are unable to show an email or text booking reference you will be permitted to travel provided you can show proof of identity.

If we have reason to suspect fraudulent use of a ticket, we reserve the right to refuse your permission to travel. No refund will be provided for any travel refused on the basis that fraudulent use of a Ticket is suspected.

#### **4.3 Presenting Yourself at the Boarding Point**

You should arrive at the boarding point specified in your tickets at least 1 minute prior to the scheduled departure time for that GUTSi Commuting Service.

If you arrived at the boarding point later than the scheduled departure time you will be considered to have missed the GUTSi Commuting Service.

We shall not be liable to you if you miss a GUTSi Commuting Service as a result of your late arrival.

We shall not be obliged to delay any GUTSi Commuting Service to wait for you, but will allow you to travel on the next service provided seats are available.

No refunds shall be provided if you miss the GUTSi Commuting Service.

Please note Green Urban Transport Ltd is not liable for any loss, damage, liability or cost suffered by you as a result of any delay to any GUTSi Commuting Service.

#### **4.5 Joining and Leaving a Service**

You may only board or leave a GUTSi Commuting Service at the boarding or finishing points as shown on your booking confirmation.

#### **4.6 Service Updates**

The operational status may be communicated to you through email or text or by phone.

#### **4.7 Breach Of Conditions Applicable To Your Booking**

If you fail in a material respect to comply with any terms and conditions governing your Booking, we may cancel your Booking and refuse you carriage or further carriage without any obligation to refund your Fare and / or Booking Fee and without any liability to you.

#### **4.14 Emergency Contact:**

In emergencies we recommend that you call 999. For non-emergency but urgent situations please call the office line: 0208 961 5611, which will be diverted to the Duty Manager out of hours.

### **5. Our Responsibilities**

#### **5.1 Timetable of Services:**

The published running times of any GUTSi Commuting Service are stated exactly. Any amendment to the timetable will be communicated to you. We will try to minimise any disruption to your Journey, due to traffic or other causes.

#### **5.2 Our Right to Cancel Services:**

We reserve the right to alter any timetables or suspend, cancel, withdraw or substitute any GUTSi Commuting Service or terminate GUTSi Commuting Service once it has commenced, without notice whether before or after you have made a Booking, albeit, we will attempt to provide sufficient notice in order that you can make other arrangements.

#### **5.3 Our Liability for Cancellations and Withdrawals of a GUTSi Commuting Service:**

Our liability is limited to that stated in these Conditions of Carriage:

Except as provided in these 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 GUTSi Commuting Service by us, or any delay to or termination of any GUTSi Commuting Service.

#### **5.4 No Liability if you have no booking:**

If we cancel or withdraw a GUTSi Commuting Service and you have not made a Booking on it, we shall have no liability to you.

#### **5.5 Cancellation before service has commenced:**

If we cancel or withdraw a GUTSi Commuting Service before it has commenced, due to a circumstance within our reasonable control and you have made a booking for travel on the GUTSi Commuting Service concerned, our liability to you will be at our option to:

- i) Carry you on another GUTSi Commuting Service or
- ii) Cancel your Booking and allow you to claim a refund for the full amount of your Fare.

#### **5.6 Cancellation after service has begun:**

If an GUTSi Commuting Service on which you are travelling commences and is terminated before reaching your booked destination due to a circumstance within our reasonable control, our only liability to you will be to use our reasonable endeavours to make suitable alternative arrangements (for example by another GUTSi Commuting Service, through a substitute carrier or by train, private car or taxi) to carry you to your booked destination provided that you shall not unreasonably refuse to travel by any alternative arrangement offered to you.

#### **5.7 Circumstances beyond Our Reasonable Control**

We shall have no liability whatsoever for any delay or failure to carry you or for breach of contract, where such delay or failure is caused by a circumstance beyond our reasonable control. Such circumstances include, but are not limited to;

- Traffic Delays and/or road closures
- Accidents Causing Delays on or in the vicinity of the Service Route
- Severe Weather Conditions
- Strike / Industrial Action
- Terrorist or Threat Of Terrorist Action
- Security Alerts
- Denied Access to any location

#### **5.8 Maximum Liability:**

Our maximum liability to you for any loss, damage or liability which you may suffer or incur as a result of our failure to carry you, our delay in carrying you, any breach of 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 the cost of the ticket purchased for that journey.

## 5.9 Death and Personal Injury Liability:

We do not exclude or limit our liability for death or personal injury resulting from our negligence.

## 6 LUGGAGE

### 6.1 Luggage:

The luggage allowance for each route is as defined on the luggage allowance page of the website.

Should a passenger present himself or herself for travel with luggage in excess of the permitted amount as defined on the luggage allowance page and has not booked an additional seat (s) as required for Additional Luggage, then carriage of the Additional Luggage will only be permitted upon payment for an additional seat(s) and subject to availability. The Walk Up Fare will be charged for such seat(s).

Refunds will not be given to any passengers who elect not to travel because they have failed to purchase additional seat(s) for their Additional Luggage nor will a refund be granted for seats booked for the carriage of Additional Luggage and not used.

### 6.2 Prohibited Items:

Certain large items may or may not be permitted. The prohibited items list for each route is as defined on the luggage allowance page of the website.

Prohibited Items (All Routes):

- Prams and Pushchairs (Non Folding).
- Weapons, Drugs.
- Hazardous chemicals or substances as defined under the Health and Safety at Work Acts.

Should a passenger present himself or herself for travel with any prohibited items, carriage will be denied unless the passenger properly and safely disposes of the prohibited item.

Refunds will not be given to passengers who are denied permission to travel because they are in possession of prohibited items and are unable to dispose of them prior to travel.

### 6.3 Responsibility for Luggage:

You are responsible for your luggage and personal belongings at all times.

### 6.4 Liability for Luggage and Personal Belongings:

We will only be liable for any loss or damage to your luggage and personal belongings caused by our negligence. Our maximum liability to you for any loss of or damage to your luggage whether for breach of contract, our negligence, or any deliberate or negligent acts of any of our employees, agents or representatives or otherwise, shall be limited to £100 per passenger per Journey

### 6.5 Lost Property:

If you leave or lose any of your luggage whilst travelling on a GUTSi Commuting Service and the luggage is either found by or handed to a member of staff we shall take reasonable care of that luggage. Such luggage will be stored at such a location as we may decide but all such storage will be at the passenger's risk. We may charge you a reasonable administration fee for the storage and return of your lost luggage.

If you do not collect your lost luggage within 1 month of our receiving or finding it, we reserve the right to dispose of it in any

manner we wish, including by destruction or sale and we shall give sale proceeds to a charity of our choice. 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 such items within 48 hours of our receiving or finding them.

If you find any property on a GUTSi Commuting Vehicle belonging to someone else, you must hand it over to the driver at the end of the journey.

## 7 BEHAVIOUR

### 7.1 Passenger Behaviour:

We wish to make travel with GUTSi Commuting as comfortable and pleasant as possible for all of customers. Therefore:

Passengers must:

- Wear the provided seatbelt at all times whilst the vehicle is in motion.
- Comply with any request from a member of staff concerning the availability of certain seats reserved for disabled passengers or children
- Behave in a reasonable, sensible and lawful manner to staff and other passengers
- Comply with any request or direction from a member of staff.
- Use mobile telephones considerately bearing in mind the comfort of other passengers.

Passengers must not:

- Be abusive or threatening to any member of staff or any other person.
- Obstruct any driver, crew, officer or staff in the performance of their duties or fail to comply with their instructions
- Behave in any manner that endangers or threatens the safety or security of any GUTSi Commuting Vehicle, member of staff, passenger or their property.
- Behave in any manner, which causes discomfort, inconvenience, damage or injury to any GUTSi Commuting Vehicle, member of staff, passenger or their property.
- Obstruct or allow any of their luggage to obstruct any aisle or emergency exit.
- Play any portable music device or other device (electronic or otherwise) whilst on a service that is audible to any other passenger.
- Take onto any GUTSi Commuting Vehicle any alcoholic drinks or drugs (other than medication) with the intention of consuming them or to consume them on board any service whilst under the influence of alcohol or drugs.
- Take onto any GUTSi Commuting Vehicle any hot food with the intention of consuming them or to consume them.
- Smoke whilst on board.

- Board any GUTSi Commuting Vehicle whilst seriously ill or suffering from any contagious disease.

Passengers who fail to comply with the above rules or who we may reasonably believe will breach or continue to breach the above rules maybe denied boarding or further carriage maybe denied and the Booking cancelled without refund.

Whilst GUTSi Commuting will use its reasonable endeavours to ensure compliance by passengers with the above rules, we will not be liable for any act or omission of any other passenger whilst on a GUTSi Commuting Vehicle.

## **8 GOVERNING LAW**

### **8.1 Governing Law:**

English Law shall govern all aspects of your Booking and these Conditions of Carriage and the English Courts shall have exclusive jurisdiction in respect of any dispute.

### **8.2 Severability:**

If any of the provisions of these Conditions of Carriage are or become unenforceable then this shall not affect the validity or enforceability of any of the other provisions.

### **8.3 Your Personal Data:**

You agree that personal data may be retained, used and disclosed by us, our agents or sub contractors for the purpose of operating the service and complying with our legal obligations under these Conditions of Carriage.

### **8.4 Amendments and waivers to these Conditions of Carriage:**

None of our employees, agents, or representatives, has authority to alter, modify or waive any provision of these Conditions of Carriage.

### **8.5 Third Party Rights:**

Unless otherwise stated in these 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 Conditions of Carriage and the Contracts (Rights of Third Parties) Act 1999 is exclude.

