

gogutsi

Terms and Conditions of Carriage

gogutsi is a trading name of Green Urban Transport Limited. Green Urban Transport Limited is a limited liability company established in England with a registered office at Smiths Farm, Kensington Road, Northolt, Middlesex, UB5 6AH (“Green Urban Transport”).

1 Introduction

These Conditions of Carriage are the conditions on which Green Urban Transport Limited agrees to carry persons and their property and these conditions shall apply to each booking contract made for travel on a Green Urban Transport operated vehicle. Any person who travels on a Green Urban Transport Limited service shall be considered to have agreed to be carried on these General conditions.

1.2 Definitions:

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

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

“**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 booking confirmation;

“**Luggage**” means any property which you bring onto a gogutsi 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 booking confirmation or 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;

“**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 gogutsi service, other than guide dogs accompanying registered blind persons and hearing dogs accompanying registered deaf persons.

2.5 Your Booking Contract:

The Booking Confirmation is a record of our agreement to carry you and your permission to travel on a gogutsi 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:

We will endeavour to accommodate any amendments to bookings but cannot guarantee that it can agree to amendments on the day of travel. If the client then chooses to cancel, cancellation fees will apply.

2.7.1. If the client wishes to cancel any agreement, the following scale of charges will apply in relation to the total hire charge.

DAYS PRIOR TO CANCELLATION CHARGE

Days prior to departure date	Day Hire
29 days or more	25% of hire
15-28 days	50% of hire
8-14 days	75% of hire
1-7 days	100% of hire

2.7.2. The cost of accommodation, meals and/or event tickets which have already been purchased by the company at the request of the hirer, will be charged to the hirer, plus any administration charges incurred by the company and in advance of use.

2.7.3. Cancellation due to inclement weather conditions will be charged as above.

2.7.4. All tickets once purchased are not returnable and must be paid for in full. (or other such ancillary service)

2.7.5. If the customer does not appear at the time and place designated as the pickup point, all monies paid will be non-refundable.

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Cancellation of an event or holiday or "reason for travel" does not affect the hirer's liability for the above cancellation fees and the monies will be due as if the vehicle was travelling. Should the Customer not have paid the amount set out above at the time of cancellation the balance shall become due immediately and shall be a debt owed to the Company. The Company may, at its sole discretion, engage the services of a debt collection agency to recover any unpaid amount together with interest and any debt collection charges.

3. CARRAIGE BY OTHER CARRIERS

3.1 Carriage By Other Carriers:

If, for operational reasons, a substitute carrier operates a gogutsi 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 a **gogutsi** service 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 on your ticket or booking confirmation at least 5 minutes prior to the scheduled departure time for that gogutsi service.

If you arrived at the boarding point later than the scheduled departure time you will be considered to have missed the gogutsi service.

We shall not be liable to you if you miss a gogutsi service as a result of your late arrival.

We shall not be obliged to delay any gogutsi service to wait for you.

No refunds shall be provided if you miss a gogutsi 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 gogutsi service.

4.4 Joining and Leaving a Service:

You may only board or leave a gogutsi 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:

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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.

5. Our Responsibilities

5.1 Timetable of Services:

The published running times of any gogutsi service are stated exactly. Any amendment to the departure time or 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 gogutsi service or terminate a gogutsi 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 gogutsi service by us, or any delay to or termination of any gogutsi service.

5.4 No Liability if you have no booking:

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

5.5.1 Carry you on another gogutsi service or

5.5.2 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 a gogutsi 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 gogutsi 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

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- 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 Emergency Contact:

In emergencies we recommend that you call 999. For non- emergency but urgent situations please call the office line: 0208 845 6911, which will be diverted to the Duty Manager out of hours.

5.10 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 General:

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

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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 gogutsi 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 gogutsi service belonging to someone else, you must hand it over to the driver at the end of the journey.

7 Behaviour

7.1 Passenger Behaviour:

Passengers must:

- 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.
- Behave in any manner that endangers or threatens the safety or security of any gogutsi service, member of staff, passenger or their property.
- Behave in any manner, which causes discomfort, inconvenience, damage or injury to any gogutsi service, 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 gogutsi service 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 gogutsi service any hot food with the intention of consuming them or to consume them.
- Smoke whilst on board.

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

- 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
- Obstruct any driver, crew, officer or staff in the performance of their duties or fail to comply with their instructions



- Board any gogutsi service 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 gogutsi 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 gogutsi service.

8 Governing Law

8.1 General:

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.

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