national express

General Conditions of Carriage

Version 2.6 01/08/14

1. INTERPRETATION

1.1 Definitions

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

"children's ticket" means any ticket issued by us or on our behalf to carry out or arrange for the carriage of children on the following terms:-

(a) children under the age of 3 travel free;

(b) children between the ages of 3 and under 16 travel at a discounted fare;

"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;

"Eurolines" means 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;

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

"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;

"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 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 conditions to advance reservations of seats) as set out in any notices, offers or publications from ourselves. For example, Special Conditions apply to Multiride tickets, Fun Fares, Discount Coach cards, holiday package deals, reduced and discounted fare tickets, promotional tickets, 'add-on' and special offers.

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

"ticket" means any ticket, including e and m tickets, issued by us, or on our behalf, which evidences our agreement to carry or arrange for the carriage of any person, including the services on which travel is permitted and the fare payable.

In the case of an e-ticket it is the printed copy and with an m-ticket it is the text message/s which we send you.

"we", "us" and **"our"** refers to 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, including the following trade names: National Express, National Express Airport & National Express Shuttle;

"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" 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 this Agreement, a reference to the singular shall include the plural and vice versa.

2. CARRIAGE SERVICES

2.1 Our agreement to carry you:

We agree to carry you and your luggage on the journey 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 14 years of age unless that child is accompanied by a responsible person aged 16 or over. Unaccompanied children under the age of 14 will be refused travel. If travelling unaccompanied using a child ticket, you may be asked to present valid proof of age when boarding.

One child under 3 years of age may travel free if accompanied by a full fare paying passenger over the age of 16.

Persons over the age of 16 are not permitted to travel on a child ticket and will be required to purchase an adult ticket. If you are unable to produce valid proof of age when asked to do so, you may be refused travel.

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.

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. Travel at any other time is not guaranteed.

(b) Period for which your ticket is valid: Your ticket remains valid for three months after the chosen outward travel date, or sooner when travelling on a seasonal service that would cease to operate within that time. You are unable to use a ticket to travel after this period has passed unless stated by any applicable Special Conditions. Certain ticket types will 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) **Making a seat reservation:** If you wish to reserve a seat on a particular service you must book your journey before your required departure date or time. 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.

(b) **Cancelling or changing seat reservations:** You may cancel or change your reservation, by notice to us. However, cancellation and changes to reservations after the departure of your required service shall be considered to be a cancellation of the ticket. Tickets altered within 72 hours of the reserved time will not be refunded if subsequently cancelled unless covered by Special Conditions. Certain ticket categories have special conditions which do not permit changes to or cancellation of reservations.

(c) **Administration Charge:** We will charge a reasonable administration fee for making, changing, or amending a seat 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 discounted to a standard fare ticket); 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 Clause 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).

(b) **Time limit for making alterations:** If you wish to make any amendments, you must request these amendments prior to the time of travel, or within the terms stated when your ticket otherwise the ticket will be treated as expired as set out in Clause 2.4(b)

(c) **How amendments/alterations may be made:** Amendments to tickets may be made on our website, by our offices, agents or via our contact centre on 03717 818181. When an amendment is made an amendment reference may be supplied to you which must be quoted when travelling, and presented with your original ticket. Failure to present your original ticket may result in a penalty fare being charged or you may be denied travel. A reasonable administration fee 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 fare for the journey when amended is more than the fare already paid for that ticket, then an additional fare will be payable for the difference, however the fare already paid by you will not be refunded, except in accordance with any refunds expressly allowed under these General Conditions of Carriage.

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 no separate contract with other carrier:

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.

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:** 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) **Entitlement of 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. 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. 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 your ticket is purchased on line or from one our ticket machines, you must check the details before payment is made. You will not be permitted to make any amendments to the e-ticket or correct any errors in its details once the ticket has been booked.

If you purchase an m-ticket you must check at the time of receipt that the text message on your mobile phone screen shows the correct date and time for your journey and contact us immediately if it is incorrect.

If you have been given a reservation number to quote to the driver you must ensure that you record your journey times and dates at time of purchase and have your original ticket available for inspection.

If you fail to inform us of any errors at the required time, then your ticket will be assumed to be correct. You must check the departure location and times shown on the ticket as it is your responsibility to arrive at the correct stop for the stated time. You must also check if your ticket shows that carriage is by another carrier.

4.2 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, a ticket must be purchased from the driver. If you purchased an m-ticket you must ensure that this can be displayed at all times to the driver, or any authorised representative of National Express, on your mobile phone.

4.3 Discount Coachcards:

If you have purchased your ticket with a discount card, you must take the discount card (2 Card etc.) with you whenever you travel on a service, and must produce it with your ticket for inspection when asked. If you fail to produce the card you will be required to pay the full adult fare.

4.4 Senior, Disabled and Child Travel:

Senior and Disabled Fares: If you have purchased tickets using either of our concessionary discount coachcards (marketed as 'Senior Coachcard' or 'Disabled Coachcard') you may be required to produce evidence of your age or disability at the time of purchase or at any point of your journey. Failure to do so could result in you being required to pay the full fare for the journey.
Child Fares: You may be required to produce evidence of age at the time of purchase or at any point of your journey. Failure to do so could result in them being required to pay the full fare for the journey on that day.

4.5 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 any ticket at all
or fail to purchase a ticket from the driver prior to the departure of the service
or you travel with a ticket which you are not entitled to
or you travel without a ticket which you have purchased
you travel on any service on which your ticket does not permit travel
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.
Any customers that do not hold a valid ticket will be charged a £20 penalty charge, plus the cost of a standard ticket for that journey. We reserve the right to prosecute any customer travelling without a valid ticket who does not pay the £20 penalty charge, plus the cost of a standard ticket for that journey.

(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 must leave the service when asked, and we will remove you from the coach if you refuse, unless you immediately purchase a valid ticket for your journey and you pay (i) the full appropriate fare as specified by the driver for the journey which you are making and (ii) a £20 penalty charge in accordance with condition 4.5(a) above. 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, or the card is not in your name, you must pay (i) an excess fare up to the amount of the full standard fare for the journey you are making and (ii) a £20 penalty charge in accordance with condition 4.5(a) above. If you travel with a FunFare on any journey other than the one for which the ticket was purchased, you will be charged (i) the full single fare applicable to the journey at that time and day and (ii) a £20 penalty charge in accordance with condition 4.5(a) above.

(c) Fraudulent Tickets: If we have reasonable grounds for considering that a ticket has been fraudulently used, we reserve the right to invalidate the ticket and prevent you from travelling on our services. You shall not be entitled to a refund in respect of any ticket invalidated in accordance with this Clause, and we shall have no further obligations or liability to you. If you are found travelling with a fraudulent ticket you must pay (i) the amount of the full appropriate fare as specified by the driver for the journey you are making and (ii) a £20 penalty charge in accordance with condition 4.5(a) above. We reserve the right to prosecute.

4.6 If you have paid a penalty charge and wish to appeal against the penalty please send your original ticket, receipt of penalty fare and a covering letter to include your grounds for appeal and supporting evidence to: Penalty Fare Appeals, PO Box 9854, Birmingham, B16 8XN.

4.7 Care of your Ticket:

You must take care of your ticket, including ensuring that your mobile phone is charged so that a ticket texted to your phone (an m-ticket) can be displayed at all times during your journey.

(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 ticket at the published fare for the journey to enable you to travel.

(b) SPOILED OR TAMPERED 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 may charge you a reasonable administration fee for replacing your ticket.

4.8 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.

4.9 You should arrive at the boarding point at least 10 minutes before departure:

(a) Arrival: You should arrive at the boarding point for a service at least 10 minutes prior to the timetable departure time for that service. We will normally release any seats one minute prior to the published departure time to ensure prompt departure of the service.

(b) Effect of late arrival: We may give your seat to another passenger if you arrive later than the scheduled departure 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.

4.10 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:

(a) **Connections:** We recommend that you allow at least the minimum connection time specified in our published timetable from time to time. If you fail to do so we cannot guarantee any connections and will not be responsible for any additional costs.

(b) **Other Forms of Transport:** You must allow plenty of time for a service to arrive in time to connect with other forms of transport provided by other carriers on which you are planning to travel. Where such other form of transport involves air travel we recommend you allow at least 180 minutes between the scheduled coach arrival time and your flight departure time. Passengers who do not allow 180 minutes between coach arrival and flight departure do so at their own risk and National Express shall not be liable for any expense incurred as a result of any missed connection.

(c) **Transfer of Luggage:** 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.

4.11 Seat Belts:

(a) You are required by law to wear the seatbelt provided at all times whilst seated. This also applies to customers travelling in their wheelchairs. You may still use the toilet facilities but must refit the seatbelt after returning to your seat.

(b) If travelling with a seat belt exemption certificate, you will not be permitted to be seated in any of the front seats of the coach for your own, our employees and other customers' safety.

It is the responsibility of the customer to ensure that they comply with these requirements.

4.12 Mid-journey refreshment breaks:

If a short halt is made on a service for toilets 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 you missing the coach.

4.13 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 mid journey refreshment break permitted in Clause 4.11 above.

4.14 You may not make breaks in your journey:

You may not break any journey unless specified on 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 will 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.

4.15 Emergency Contact:

In emergencies we recommend that you call the helpline telephone number displayed on your ticket

4.16 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.

5. NATIONAL EXPRESS 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.

5.2 Travel in Wheelchairs:

The majority of our services are now operated by fully wheelchair-accessible coaches which can convey a passenger in their wheelchair. Wheelchairs must be no larger than 1200mm * 700mm in size and be capable of being fully secured in the coach. For safety reasons, we therefore recommend that booking is made 36 hours in advance of travel so that we can check wheelchair compatibility. Customers can however travel on the day but we will still need to assess wheelchairs before setting off. For customers who can transfer from their wheelchair to the coach seat, we will accept lightweight manual wheelchairs for travel, subject to them being capably and safely stowed in the luggage hold of the coach. We regret that we are unable to accept manual wheelchairs that are more than 20kgs in weight. Mobility scooters can also be stowed, but they must be capable of being dismantled for carriage in the luggage hold. The heaviest part must not exceed 20kgs in weight. We strongly advise that you check with our Assisted Travel Helpline before travelling. Bookings and wheelchair/scooter assessments can be arranged through our Assisted Travel helpline on 03717 818181 and open between 08.00 and 20.00 Sunday to Saturday. Carriage and assistance is approved in accordance with our published code of practice, titled 'Serving our Disabled Customers' and available upon request from our Assisted Travel Helpline or at www.nationalexpress.com

5.3 We will not carry Animals:

We will not carry dogs or any other animals. However, we do welcome trained assistance dogs on all our coaches. Assistance dogs should be trained by one of the following organisations all of whom are members of Assistance Dogs UK: Guide Dogs for the Blind, Hearing Dogs for Deaf People, Dogs for the Disabled, Support Dogs, Canine Partners for Independence. We will also carry 'buddy dogs' (a secondary scheme for Guide Dogs for the Blind). We regret that no other animals can be carried. Please note: that we do not carry dogs or other animals (other than trained assistance dogs that are trained by an organisation that is part of Assistance Dogs UK). You must ensure that your dog travels with their relevant identification and you have the relevant documentation to enable your dog to cross international borders.

5.4 Timetable of Services:

The published running times for any individual service can be affected by events outside of our control such as road works, traffic incidents, unforeseen congestion etc. but we will use reasonable endeavours to minimise any disruption to your journey. In the event that our services are delayed or cancelled we will endeavour to notify you of the delay and any alternative timetable as soon as reasonably practicable.

5.5 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. This paragraph should be read in conjunction with Paragraphs 5.6, 5.7 and 5.8 below.

5.6 Our liability for cancellations and withdrawals of services:

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.

(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, other 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) make suitable alternative arrangements to carry you to your destination on another coach, or other mode of transport as we deem fit; or

(ii) 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;

5.7 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, bankruptcy, insolvency or cessation of trade of any carrier used by us and other circumstances affecting passenger safety.

5.8 Our maximum liability to you:

Our maximum liability to you for any reasonable and foreseeable 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 an aggregate of £1000.

5.9 Death and Personal Injury:

We do not exclude or limit our liability for death or personal injury resulting from our negligence, nor where you deal as a consumer 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.

6.2 Refunds for tickets which allow refunds where you do not wish to use the ticket:

If your ticket is for a single or return journey, and a refund is not prohibited by any Special Conditions, we will make refunds in relation to the fare you paid for that ticket if you comply with the provisions set out in Clause 6.5 below subject to it being cancelled at least 72 hours before the time of travel. If you do not wish to use your ticket, and your ticket is completely unused we will refund the fare you paid less a reasonable administration charge. If your ticket is partially used we will not make any refund. Special Conditions will apply for refunds in respect of season/multiride tickets or tickets with a flexible add on.

6.3 Time Limit:

Unless covered by any special conditions we will not make any refund unless you cancel your ticket at least 72 hours prior to the departure time shown on your ticket. If due to any medical reason you are not able to do this, we will still give that refund if you can provide proof of your inability to travel (such as a medical certificate).

6.4 Refunds for delay or cancellation of service:

If the coach you were booked to travel on is delayed or cancelled or there are insufficient seats and as a consequence you reasonably decide not to travel, you may claim a refund if you return the ticket to either the office or agent where you bought it or the Refunds Department in accordance with the general rules set out in Clause 6.5 below. If you have used the outward part of a return ticket we will refund the price paid for the return part of the journey.

6.5 General rules for refunds:

In any case where we are obliged to provide a refund, we will only be obliged to 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 which 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 which is being refunded.

(b) Where you must make the claim: If you cancel your journey at least 72 hours prior to the departure time shown on your ticket you may claim a refund from the office or agent who issued the ticket. If you make a claim after the departure time shown on your ticket or you are unable to contact the original issuing office you should write direct to the Refunds Department, National Express House, Mill Lane, Digbeth, Birmingham, B5 6DD enclosing your ticket and an explanation as to why you could not use it.

(c) Time Limits: Your claim for a refund must be made no later than 28 days after the date on which your ticket is valid for travel.

(d) 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. This does not apply to e-Tickets or m-Tickets.

(e) Refund charge: We will make an administrative charge of £5 per passenger (as such charge may be amended by us from time to time) for giving a refund and cancelling your ticket except if the refund was made because of a cancellation or withdrawal of a service or covered by Special Conditions.

(f) 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.

(g) Non refundable products: In addition to certain non-refundable travel tickets, there are other products which remain non-refundable (including, but without limitation, insurance and booking fees)

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 **(no more than 20kg per item)** free of charge and one small piece of soft hand luggage. In this context hand luggage means something that is capable of being stored safely in the overhead rack or beneath the seat.

We shall have no obligation to carry luggage in excess of the permitted amount or size but additional pieces of hold luggage, or 'outsized' items, will be permitted, subject to space being available, **and on payment of a charge for each extra piece**. The charges will be **£10.00 single** journey per item (one journey can be multi-leg) or £15.00 return journey per item. Customers buying e-tickets can pay these charges in advance and at a discounted rate of £8 single journey per item (one journey can be multi-leg) or £12 return journey per item on selected routes. A maximum of three chargeable items can be taken in the hold (maximum 5 overall). Other items must have no one dimension greater than 85cm. Items of luggage significantly in excess of 20kgs may be charged. Priority will be given to customers travelling with luggage within the free limits. Customers will be permitted to 'pool' their individual allowances if they are travelling in a group or as a family, but they must be travelling on the same ticket. If the customer pre-purchases excess luggage and there is insufficient room to take the luggage, he/she will have to wait for the next service where priority to board will be given over customers without reservations.

Collapsible manual wheelchairs and folding pushchairs/buggies will be carried free of charge in the hold: special arrangements apply for battery powered wheelchairs/disabled scooters and reference should be made to our Code of Practice for Disabled Customers. Customers must travel with their luggage. All non-luggage items will only be carried if boxed or packaged securely and are at the owner's risk. Suitable insurance is advised.

Excluded from the excess luggage charge are Hotel Hoppa, RailAir, Non-National Express services sold by National Express, and Events services. If a customer is connecting to/from an Event, the luggage charge can be waived on the connecting scheduled service if the customer provides evidence of travel on an Event service. We shall have no obligation to carry luggage in excess of the permitted amount but we will endeavour to do so where space permits.

We may agree to carry, subject to available accommodation, additional luggage such as skis, surfboards and folding/dismantled bicycles, provided that they are packed in a suitable protective packaging. 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. Folded bicycles, skis and snow/surfboards will be exempt from the excess luggage charge for 'outsized' items as long as the total number of items is placed in the hold is no more than two. If carriage of any of these items causes the number of items carried in the hold to exceed two, then the third item is chargeable.

Fragile items such as electrical goods, portable televisions and radio will only be carried if they are of reasonable size and securely packaged. **Drivers will load your luggage on or off coaches and may request the customer's assistance to load oversized or heavy items of luggage.**

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
explosives
drugs or solvents (other than medicines)
non folding pushchairs/prams
oversized sports equipment
bicycles which are not folded, or dismantled and wrapped
any items which are in our opinion, unsafe, or may cause injury, offence or damage to property, is not properly sealed or secured, 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, or any item over 20kg in weight or any item which cannot be folded down or packaged to comply with Clause 7.1.

(b) What happens if you take prohibited luggage: If you take any of these items onto any coach, we will advise you and we will 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 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. All luggage which is given into our custody should be clearly and appropriately labelled and include a contact telephone number where possible. We will not be obliged to carry any luggage which has not been properly packed or labelled. We reserve the right to involve the Police if we feel that there are any security or safety issues.

7.4 Inspection of luggage:

We shall be entitled to inspect all of your luggage, 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.

7.5 Storage of luggage:

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

7.6 Getting the luggage onto a service:

Drivers will load and unload luggage, except as described in 7.1 but 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.

7.7 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.

7.8 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 at your own risk, but should not be left unattended by you. Where possible, small valuable items should be carried on your person.

7.9 Lost Luggage:

If we are notified that you have left behind or lost any of your luggage on a coach or at a station we shall use reasonable efforts to take reasonable care of that luggage when it is located and to return it to you. As our storage facilities are limited we can only hold on to lost luggage for a maximum of 60 days, after which time we reserve the right to dispose of it in any manner we wish. We shall be entitled to open and examine any left or lost luggage to seek to ascertain who it belongs to and/or for health and safety and/ or security reasons. 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 at any time or hand them over to the relevant authorities. We will not be liable for any loss of or damage to such lost luggage as a result of any action taken by us in accordance with this clause 7.9.1.

7.9.2 We may store lost luggage:

If we find any of your luggage on a coach or at a station, notwithstanding our rights under clause 7.9.1, we may store it at such location as we may decide, but all such storage will remain at your risk. We may charge you a reasonable administration and / or repatriation fee for the storage and return of your lost luggage."

7.9.3 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.

7.9.4 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 within 24 hours of your journey by calling us on 03717 818181. We are open 24 hours a day, 7 days a week. Alternatively, you can write to us within 24hours at National Express Limited, P.O. Box 9854, Birmingham, B16 8XN or via any other advertised address for the purpose. If you do not notify us as required of any loss or damage to your luggage then we will not be liable for that loss or damage.

7.11 Our liability for loss or damage to Luggage:

We will take reasonable care of your luggage, 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 fully insure your luggage, especially if you are carrying valuable items, with reputable insurers against all usual and normal risks of loss or damage.

Permitted luggage on Eurolines services:

You are allowed to take onto a service up to **two medium sized suitcases or rucksacks (of no more than (h)70 x (w)30 x (d)45cm in size and 30kg in 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. Eurolines will 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.

Please note: all travel on Eurolines services is subject to the Eurolines (U.K.) limited General Conditions of Carriage. We will carry your luggage on and subject to these General Conditions of Carriage and any applicable Special Conditions.

For our policy on the carriage of wheelchairs, scooters and animals (including assistance dogs), please refer to sections 5.2 and 5.3 of this document

8 PASSENGER BEHAVIOUR

8.1 Required behaviour and prohibited behaviour:

We wish to make travel with National Express as comfortable as possible for all of customers. Therefore:

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 or children

Use mobile phones considerately

You shall not:

Be abusive or threatening to any staff or any other person

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

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

Behave in a manner which causes discomfort, inconvenience, damage or injury to other persons

Obstruct or allow any of your luggage to obstruct any aisle or emergency exit

Play any music players, musical instruments 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

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

Consume on the coach, or bring onto the coach, any hot or strong smelling food. This includes chips, burgers, kebabs etc.

Board any coach whilst under the influence of alcoholic drinks or drugs

Smoke (including substitute smoking materials such as electronic cigarettes) onboard any National Express vehicle or within any coach or bus station

Board any coach whilst you are seriously ill or suffering from any serious contagious illness

8.2 Food and Drinks:
Customers are welcome to bring onto the coach hot drinks provided they are fitted with a safety lid to avoid spillage, cold non-alcoholic drinks and cold food.

8.3 Consequences of bad behaviour:
If you fail to comply with any of the behaviour rules in Clause 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. If necessary we will also involve the Police or relevant security service.
Furthermore, we reserve the right to refuse travel, either on a one-off or permanent basis, to anyone deemed to be a nuisance or danger to our passengers or employees.

8.4 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 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.

9.3 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, 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 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.

9.4 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.

9.5 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.