



CONDITIONS OF CARRIAGE FOR CITYBUS LIMITED (TRADING AS METRO AND GLIDER) AND ULSTERBUS LIMITED INCLUDING GOLDLINE SERVICES

Updated August 2018

Translink is a trading name used by any one or more of the seven subsidiary companies under the ultimate ownership of the Northern Ireland Transport Holding Company (NITHC). We are Northern Ireland's main public transport provider. The Translink Group comprises three main operating companies Ulsterbus, Citybus (trading as Metro and Glider) and Northern Ireland Railways. These operating companies have their registered offices at 22 Great Victoria Street, Belfast, Northern Ireland.

Translink values your custom and we aim to ensure you have a safe, comfortable journey on a clean, well maintained bus.

These Conditions set out your rights, restrictions on those rights, and obligations as a customer of Translink.

These are the Conditions under which Translink carries any person and their property and these Conditions apply to any ticket issued by Translink and any contract to carry any person or their property entered into by Translink. Any person who travels on a transport service operated by Translink shall be deemed to have agreed to be carried on these Conditions. These Conditions are consistent with statutory regulations and do not affect your statutory rights.

There may be specific variations to these Conditions on certain services that are operated on behalf of other organisations-such variations are notified locally.

General Conditions

We aim to provide a safe and reliable service. However we occasionally cannot run our advertised services, sometimes because of factors which are outside our control, such as adverse weather conditions or unpredictable delays caused by traffic congestion, road works or diversions.

In the event of the cancellation, withdrawal, delay, termination of any service or in the event of the service being otherwise unavailable to you due to it being fully occupied or otherwise, we shall not be liable for any losses, damage, costs or inconvenience that you suffer as a result.

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

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1. INTERPRETATION & EXTENT

- 1.1. The terms contained in these Conditions set out the agreement and the nature of the rights and responsibilities as between Translink and its passengers. It shall be deemed to have the following interpretation:
- 1.1.1. 'authorised person'; is any Company representative (including the driver) or any Police Officer or a senior member of staff employed by a company within the Translink Group of companies.
- 1.1.2. "Ordinary service" shall mean any regular scheduled service within Northern Ireland running at an advertised time for the conveyance of passengers and observing normal stops along the line of route.
- 1.1.3. 'Company'/'We' shall mean Ulsterbus Limited or Citybus Limited (as the case may be).
- 1.1.4. 'Ticket' shall include any document, pass, smartcard, mobile device, contactless card, device or technology authorising a person to travel by passenger service.
- 1.1.5. "ticket issuing bus service" means a bus service upon which tickets can be issued by the driver.
- 1.1.6. "non-ticket issuing bus service" means a bus service upon which tickets cannot be issued by the driver.
- 1.1.7. "validate" means to touch a smartcard or a contactless payment card on a smartcard reader at the start and or end of a bus or glider journey.
- 1.1.8. 'Vehicle' shall mean a public service vehicle operated by or on behalf of the Company.

2. SERVICES, TIMETABLES & LIABILITY

- 2.1. We will make every effort to maintain the services shown in timetables, but reserve the right to alter, suspend, withdraw or deviate from the route of any Company vehicle or service, and alter any operating times of service without notice at our absolute discretion.
- 2.2. We will not be liable for any injury, loss, damage or delay to or detention of the person or property of any passenger or any consequence arising from the use of the Company's services unless upon proof that the same arose out of the wilful misconduct or negligence of the Company.
- 2.3. Times displayed on the Company's timetables are approximate only.

3. TICKETS

- 3.1. The right to use the Company's services is subject to the issue of a ticket or valid authority to travel by the Company to the passenger which are subject to special terms and conditions which may vary according to the type of ticket or authority to travel which may be available from time to time.

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- 3.2. Details of the terms and conditions applicable to tickets are available from Translink's website. Unless otherwise specified by the Company, or an authorised person, tickets are not transferable and must not be used by any person other than the person to whom the ticket has been issued.
- 3.3. Contravention of this Condition 3 may result in the withholding by the Company of the ticket and the forfeiture of all rights thereunder.
- 3.4. Every passenger on a ticket issuing bus service shall be required to:
- 3.4.1. Inform the driver of his or her intended destination and desired ticket type;
 - 3.4.2. pay (except where the passenger is already in possession of a valid ticket) the appropriate fare and ensure that he or she has been issued with a valid ticket and retain such ticket;
 - 3.4.3. Depending on the type of ticket (such as a smartcard or contactless card - including concessionary, pre-loaded products), you may also be required to touch the ticket, either at the start of each journey or at the start and end of each journey, at the required validation point;
 - 3.4.4. Activate a mobile ticket product on their mobile device prior to boarding;
 - 3.4.5. Produce his or her ticket for inspection by an authorised person whenever so requested by such person and inform the authorised person of the journey that he or she has made or intends to make and the place at which he or she boarded the vehicle; &
 - 3.4.6. No passenger shall, without reasonable excuse, travel on a Company vehicle without having paid the fare for the journey taken.

Prior to boarding a vehicle each passenger on non-ticket issuing bus service shall be required to—

- 3.4.7. Ensure that he or she is in possession of a valid ticket and retain such ticket;
- 3.4.8. Depending on the type of ticket (such as smartcard or contactless card - including concessionary, pre-loaded products) you may also be required to touch the ticket either at the start of each journey or at the start and end of each journey, at the required validation point. There may also be a requirement to touch at an intermediate point during the journey;
- 3.4.9. Activate a mobile ticket product on their mobile device; &

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- 3.4.10. Produce his or her ticket for inspection by an authorised person whenever so requested by such person and inform the authorised person of the journey that he or she has made or intends to make and the place at which he or she boarded the vehicle.
- 3.5. Tickets must be retained in a condition which can reasonably be determined as valid. If a ticket cannot be read (visually or electronically, depending on type), they will not be accepted as valid.
- 3.6. It is the responsibility of the passenger to examine their ticket on receipt and to ensure that the ticket relates to the journey in question and that the fare thereon corresponds with the fare paid.
- 3.7. Validity of tickets is as follows:
- 3.7.1. Day return and Day tickets are only valid on day of issue, up until 4am on the day following purchase, except when promotional exclusions apply.
- 3.7.2. 1 Month Return Ticket must be used within 1 month of date of issue.
- 3.7.3. All single and all return tickets on the forward journey are valid only on the date shown thereon, except where such journey cannot be completed on that date, in which case they are available for completion of such journey on the following day.
- 3.7.4. A single or return Ulsterbus ticket is available only on the particular service or over the route named thereon or for which it is issued, except when some special condition has been stipulated.
- 3.8. On Glider services, single tickets must be used within the stipulated number of minutes from time of issue and on the shortest route between the boarding and alighting points, as printed on the ticket.
- 3.9. Where it is necessary to change vehicles in the course of a journey, the ticket is valid only if the journey is continued by the first available vehicle.
- 3.10. The fare payable for a journey is that applicable from the fare stage point previous to the boarding point to the fare stage point at or following the destination point.
- 3.11. The Company does not guarantee to operate a single through fare or ticket over a journey which involves changes of vehicle or service.
- 3.12. Customers with the following NI Railways tickets:-
- Paper Day Return
 - Paper 3 Day Select Return
 - Paper Weekly Ticket
 - Paper Monthly Ticket
 - Sunday Day Tracker

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may travel on any Ulsterbus services within Northern Ireland, only after 6.30pm, without any additional charge providing that journey undertaken is between the same valid points and within the date validity of the ticket. All other Translink ticket types, smartcards, mLink products (including Metro and Glider tickets and Smartcards) are not valid for transfer and acceptance to Ulsterbus or NI Railways services.

- 3.13. All tickets issued by the Company may be subject to special terms and conditions which vary these general terms and conditions set out herein. Details thereof are available from an authorised person at the place of issue.

4. MULTI-JOURNEY OR PERIOD TRAVEL SMARTCARDS

- 4.1. A multi-journey or period travel smartcard purchased in advance of travel is valid for the number of journeys or period of travel stored on the smartcard within the area/zone for which the ticket is valid.
- 4.2. These tickets are also valid on Ulsterbus services which operate in the Metro & Glider operating area, which journeys may be taken at any time. Metro & Glider Day tickets are to be used in conjunction with the value of the tariff at which the ticket was purchased in relation to the relevant time of day.
- 4.3. We will inform the public of the date of any fare revision by way of public advertisement in the press and by circulating notices to Company agents. The Company will endeavour to advise the public of the date of any revision before any such increase comes into operation whenever possible, but reserves the right to curtail such notice at the Company's absolute discretion.
- 4.4. Multi-journey or period travel smartcards may be used on such services as the Company may from time to time decide, and any restriction on their use may be advised in whatsoever manner the Company deems appropriate.
- 4.5. The acceptance by the Company of multi-journey or period travel smartcards for travel is conditional upon the holder presenting the ticket to the driver for cancellation or validation point prior to boarding. Multi-journey or period travel smartcards tickets are not valid for travel on tours or special services.

5. INVALID TICKETS

- 5.1. No passenger on a Company vehicle shall use or attempt to use: (i) any ticket which has been altered or defaced or used, or (ii) any ticket which has been issued to another person if such ticket bears an indication that it is not transferable.

6. DAY TICKETS

- 6.1. Day tickets provide unlimited travel within a defined area/zone during specific time periods as advertised, from time of issue for the remainder of the day. Day tickets are not valid for travel on tour or special services.

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7. LINKED JOURNEYS ACROSS THE CITY (METRO & GLIDER)

- 7.1. Passengers making through journeys on cross-city linked services must pay the fare appropriate to the journey undertaken.

8. SPECIAL RATE TICKETS

- 8.1. The Company reserves the right to run particular vehicles on which ordinary-rate tickets are not available and to issue special rate tickets not available for travel by ordinary service.

9. TICKETS COVERING SERVICES RUN BY OTHER OPERATORS

- 9.1 When the Company issues a ticket or accepts a fare in respect of a journey partly over the services of another carrier, the liability of the Company is limited exclusively to the Company's own services and premises and any monies accepted by the Company for the conveyance of passengers by the independent carrier's services are accepted merely as agents for the other carrier. Any loss, damage or injury or default of the other carrier or the failure of any connecting service resulting in consequential loss shall not be accepted as the Company's responsibility.

10. LOST OR DUPLICATE TICKETS

- 10.1. We shall not be responsible for any loss suffered by a passenger or any other person in consequence of the loss of a ticket by the passenger howsoever arising.

11. REFUND ON TICKETS

- 11.1. Unused Single, Day Return and One Month Return tickets are not refundable unless returned immediately after the departure of the bus they were purchased for (i.e. within one hour of the scheduled departure time of the bus).
- 11.2. The unused return portion of a One Month Return ticket should be returned to the office it was purchased from before the expiry date on the ticket.
- 11.3. For full terms and conditions of refunds refer to the Translink Ticket and Pass Refund Policy at www.translink.co.uk.

12. PASSENGER BOARDING WRONG BUS

- 12.1. We will not be liable for any loss, damage or delay consequent upon the failure of a passenger to board and alight the correct vehicle at the correct point.

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13. CONCESSION, STUDENT, YOUTH AND YOUNG PERSONS FARES

- 13.1. Concession tickets sold at a reduced price must be used only by persons authorised to travel on the Company's services at reduced fares. Concessionary fare arrangements are operated by the Company in line with the policy decisions of the Department for Infrastructure.
- 13.2. Full details may be obtained on application to the Company and the terms are deemed to form part of these Conditions of Carriage.
- 13.3. We may also offer discounted fares for certain categories of passengers such as children under five years old and young persons up to their 24th birthday at our sole discretion. The full terms and conditions and rules associated with such discounted fares can be found at www.translink.co.uk.

14 PENALTY FARES

- 14.1 Under the provisions of the Transport Act (Northern Ireland) 1967, if a person travelling on a bus service who has had a reasonable opportunity to obtain a ticket for a journey on that service, fails to produce a valid ticket for the journey to be undertaken, or an authority to travel, on being requested to do so by an authorised person, may be liable to pay a penalty fare. The Penalty Fare shall be in addition to the full chargeable fare.
- 14.2 If you are found not to have validated your ticket at the start of your journey, failed to touch in and out with your smartcard or contactless payment card when required, or if your mobile device or contactless device has run out of battery and cannot be read, you may be charged a maximum fare and required to pay a penalty fare.

15 OVER- TRAVELLING

- 15.1 Passengers travelling beyond the point indicated on their ticket, or starting at a point before that indicated on their ticket will be charged an additional amount in respect of the additional distance so travelled. Failing to do so in advance may result in issuance of a penalty fare or prosecution.

16 LOST PROPERTY

We will do all that we reasonably can to locate and return any property left on our premises or on our vehicles to its owner.

- 16.1 Any articles found in the Company's premises or on the Company's vehicles must be immediately handed over to an authorised person. A charge may be raised on the return of any such article, except when an article is claimed while in the possession of the driver during the course of a journey, in which case, on being satisfied that the claimant is bona fide, the driver shall return the article without payment or reward and obtain the signature and address of the claimant.

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- 16.2 Any articles unclaimed within one calendar month shall be deemed to have been abandoned and the Company reserves the right to deal with any abandoned article as it sees fit. Articles of a perishable nature may be disposed of earlier, and in some cases, within 24 hours of discovery. The Company shall not be liable for any loss, damage, mis-delivery, delay, or detention, however caused, of or to articles coming into its possession or which may arise in connection with the custody, return and/or disposal of same.
- 16.3 To assist the Company in attempting to trace lost property full particulars must be given to include the date and time of journey on which the article was lost.
- 16.4 Details of our Lost Property Policy can be found at www.translink.co.uk/lostproperty

17 PASSENGERS' LUGGAGE

In the interests of safety and for the comfort of all our customers we restrict the size and type of luggage or other belongings that you can bring onto our buses.

- 17.1 Unless otherwise specified by the Company or an authorised person, passengers' personal luggage, up to a maximum of 25 kilos (approximately 55 lbs.) per fare paying passenger may be carried on Ulsterbus services at the discretion of the Company or an authorised person. Overhead luggage shelves where available, are for the carriage of lightweight items of apparel and should not be used for other purposes.
- 17.2 The driver or authorised person has discretion to request that pushchairs are folded at busy times or if a customer wishes to board with a wheelchair. Passengers should cooperate in allowing proper use of the designated wheelchair space by vacating this space if required by a passenger in a wheelchair. We cannot accommodate wheelchairs or unfolded buggies on buses without these facilities. In addition we do not carry un-foldable prams on any buses.
- 17.3 When buggies or strollers are carried as passengers' luggage, they will be carried free of charge provided they are folded and suitable space is available. Priority must be afforded to wheel chair users on all occasions on all Translink services.
- 17.4 When bicycles are carried as passengers' luggage they will be carried free of charge provided that suitable space is available and do not get in the way of others. Unfolded bicycles are not permitted on buses prior to 0930 Monday to Friday. Folded bicycles will only be carried on Glider services where there is sufficient space to do so and provided they do not get in the way of others. Priority must be afforded to wheelchair users on all occasions.
- 17.5 The driver or authorised person may direct where luggage should be placed.

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- 17.6 Passengers are responsible for getting themselves and their luggage onto the correct service. The driver may assist with the luggage but it is the passenger's responsibility to see it on and off the vehicle (different arrangements may apply at different depots or stations). Passengers must look after their luggage at all times including whilst at the station, at stops and on the vehicle itself. Personal valuables should not be stowed in the luggage hold/boot but taken on board and kept on the person or placed in a visible position under the seat.
- 17.7 Luggage must not occupy a passenger seat. Passengers' luggage items are carried at the owner's risk irrespective of whether they have been handed to a Company employee or not. If however it transpires that the Company is proven to have been negligent, the Company's liability shall be limited to £300 per suitcase and an overall limit of £500 per passenger on Ordinary services and Cross Border services.

18 PET /ANIMAL POLICY

- 18.1 At the discretion of the Company, or an authorised person, small dogs or inoffensive animals may be carried free of charge on ordinary Metro, Glider, Ulsterbus and Goldline services at the owner's risk. Animals must be kept under control and on a lead or in a suitable container. Dogs must under or near a seat throughout the entire journey.
- 18.2 The Company, acting via an authorised person, reserves the right to refuse a small dog or animal, or require it to be removed from the vehicle before the journey is completed, should it be unclean, inadequately controlled or cause nuisance to other passengers or for any other reason that it considers necessary. NOTE: Animals deemed to be dangerous by an authorised person will not be carried on Company vehicles.
- 18.3 Small dogs or animals permitted onto vehicles are not permitted to occupy a seat, or a multi-purpose area (i.e. aisle/door/vestibule/toilet area).

19 BEHAVIOUR OF PASSENGERS

The safety and comfort of our staff and passengers is our priority.

- 19.1 Passengers travelling on Company vehicles shall comply with all directions and instructions given to them by the driver of the vehicle or an authorised person. Passengers travelling on the Company's services shall comply with the following paraphrased extracts from PSV rules and regulations:
- 19.1.1 A passenger shall not stand or sit in such a position as to be liable to obstruct the driver. This includes standing at, or sitting on, the bulkhead.
- 19.1.2 A passenger shall not place luggage, parcels or other articles in such a position as to be liable to obstruct the driver.
- 19.1.3 A passenger shall not use obscene or offensive language or conduct himself/herself in riotous or disorderly manner nor read any material of an "offensive nature" either by paper copy or laptop, notebook, tablet, mobile device.

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- 19.1.4 A passenger shall not enter or remain in or on a vehicle when requested not to by an authorised person on the ground that the vehicle is carrying its full complement of passengers, or that the driver is debarred from picking up passengers at the place in question.
- 19.2 While a vehicle is standing, operating in passenger service or carrying passengers for hire, a passenger **shall not**:
- 19.2.1 Enter or leave the vehicle while it is in motion or enter or leave otherwise than by the doors provided for that purpose.
- 19.2.2 Impede other passengers entering or leaving the vehicle or interfere with their comfort or with their luggage.
- 19.2.3 Spit upon or from, or wilfully soil, damage or interfere with, the vehicle, its accessories or equipment.
- 19.2.4 Obstruct or interfere with the owner, driver or other employee of the Company.
- 19.2.5 Speak to the driver unless it is necessary to do so.
- 19.2.6 Throw anything in, onto or from the vehicle, distribute any notices in the vehicle, attach anything to or hang anything from the vehicle.
- 19.2.7 Carry any offensive or dangerous article, material or substance in the vehicle.
- 19.2.8 Travel on the upper deck of the vehicle unless occupying a seat provided for passengers.
- 19.2.9 Except with permission of the Company sell or offer anything for sale.
- 19.2.10 Play or operate any musical instrument or sound reproducing equipment to the annoyance of other persons.
- 19.2.11 Consume alcohol on any vehicle nor carry alcohol on board a vehicle operating as defined under section 40 of the NI Justice Act 2011.
- 19.2.12 Wilfully do or cause to be done with respect to any part of the vehicle or to cause injury or discomfort to any person or their property whether a member of the Company or not.
- 19.2.13 Film, photograph or record any person (including the driver or authorised persons) boarding, travelling on or alighting from the vehicle.
- 19.2.14 Wilfully remove, displace, deface or alter any number plate, notice-board, fare tables, route indicator, destination board, or any printed or other notice or advertisement in or on the vehicle.
- 19.2.15 When in or on the vehicle throw any money or litter or any article or thing likely to annoy persons or to cause danger or injury to any person or property.

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- 19.2.16 Throw any article from the vehicle or attach to or trail from the vehicle any streamers, balloons, flag, or other articles in such manner as to overhang the road or give offence to any person.
- 19.2.17 Wilfully obstruct or impede any authorised person acting in the performance of their duty.
- 19.2.18 Beg.
- 19.2.19 If a passengers condition is such as to be offensive to other passengers or the condition of their dress or clothing is such that it may reasonably be expected to soil or injure the linings or cushions of the vehicle or the clothing of other passengers, enter or remain in or on the vehicle after an authorised person shall have requested them either not to enter or to leave the vehicle, and in such latter case shall have tendered to him the amount of any fare previously paid.
- 19.2.20 Enter or travel in or on the vehicle with loaded firearms or any dangerous or offensive article unless the passenger is a member of the security forces or has obtained the consent of an authorised person.
- 19.2.21 Bring into or onto the vehicle any bulky or cumbersome article, or place any such article elsewhere in or on the vehicle other than as directed by an authorised person.

19.3 A Passenger must:

- 19.3.1 Give their name and address to a member of the Police Service of Northern Ireland, the driver or any other authorised person where they are reasonably suspected by the driver or an authorised person of contravening relevant regulations.
- 19.3.2 Leave the vehicle, if so requested by the driver, or an authorised person, on the completion of the journey for which they have paid the fare.

20 SAFETY OF PASSENGERS

- 20.1 Passengers must take all reasonable care to ensure their own safety. Passengers should occupy available seats and whether seated, standing, moving along the vehicle or negotiating stairs, must maintain a secure handhold at all times.

Unaccompanied children

- 20.2 We would ask that children under 12 years of age are accompanied by a responsible person aged 16 years or over on cross border bus and rail services, for their safety.
- 20.3 Children from 5 years of age can travel unaccompanied on local Ulsterbus, Metro, Glider and Goldline services which depart and terminate within Northern Ireland.
- 20.4 Passengers must not attempt to enter or leave the vehicle except when it is stationary at a recognised stopping place.

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20.5 Passengers are not to attempt to board or alight from any of the Company's vehicles whilst in motion or stationary in traffic in obedience to traffic signals, police direction or from any other cause. Passengers failing to observe the provisions of this paragraph do so at their own risk.

21 DRUG AND SOLVENT ABUSE

21.1 Passengers are not permitted to board, or remain on board a Company vehicle whilst under the influence of drugs and/or solvents.

22 SMOKING

22.1 Smoking is not permitted on any Company vehicle or inside any Company premises. This policy also applies to e-cigarettes.

23 COMPLAINTS

Complaints may be made, preferably in writing, to:

Translink Contact Centre.
Adelaide Centre
Falcon Road
BELFAST BT12 6PU

24 GENERAL

These Conditions may be altered without notice.

25 LAW AND JURISDICTION

These Conditions shall be applied, construed and enforced in accordance with the law of Northern Ireland and the Northern Ireland Courts shall have exclusive jurisdiction.