

HAMS TRAVEL – SERVICE BUS TERMS AND CONDITIONS

1. APPLICATIONS

These conditions apply to any passenger using a bus service, commercial or contracted, provided by Hams Travel

2. BUS PASSES

Bus passes from either Kent County Council (KCC) or East Sussex County Council (ESCC) are accepted on board commercial or contracted services, depending on the type of pass provided. The two cannot be interchanged e.g., you may not use a commercial pass to board a contracted route.

KCC and ESCC issue their own terms and conditions for use of these passes, and they may be viewed via the relevant website.

Commercial passes (KCC Travelsaver, Sussex Freedom and all English National Concessionary Travel Scheme (ENCTS)) must scan on board the vehicle's ticket machine to validate travel. A photo of the pass does not suffice. In the event of a lost pass, the pass holder or parent of must apply for a replacement pass that may be subject to a fee. If the previous pass is then found, this must be destroyed. In the duration of waiting for a replacement pass, payment for each journey must be made on board the bus.

Passes may be 'hotlisted' by the relevant council for reasons such as non-payment or behaviour that has led to the removal of the right to hold a pass. If a pass is scanned and shown to be hotlisted on the vehicle's ticket machine, the driver must retain the pass after which it will be returned to the company office and then posted back to the relevant council. A withdrawn pass ticket will be issued to the passenger to validate travel for the remainder of that day.

Purchase of a commercial pass does not guarantee continued operation of any service by Hams Travel, a seat or space on the vehicle or no changes/variation to a route.

2.a. BUS PASSES – CONDITIONS OF USE

'KCC Travelsaver' (under 16s) - Free at the point of use travel from 0600 to 1900 on Mondays to Friday between September and the end of July. Valid on any journey that starts or finishes in Kent.

'KCC 16+ Travelsaver' - Valid for travel on bus journeys at any time of the day on any day of the week that start or finish in Kent (including evenings and weekends). The pass continues to be valid in August.

ENCTS (Elderly & Disabled passes) - Free off-peak travel on local bus services across England, between 9:30am and 11:00pm, Monday to Friday and all day at weekends and on public holidays

3. BEHAVIOUR

Hams Travel operates a zero-tolerance policy. Any passenger who is seen to be treating the driver, other passengers, or the vehicle in an unsociable manner may be reported to Kent or East Sussex County Council and subsequently have their bus pass removed on a temporary or permanent basis. CCTV operates on the majority of our vehicles, and this may be used as evidence into any investigation that takes place after an incident between other passengers, the driver or damage of the vehicle. Due to GDPR any CCTV cannot be shared with members of the public.

4. FARES & REFUNDS

Fares are set by both the company and the relevant council. Company fares are reviewed annually, and any increases will be made with prior warning via the Hams Travel website, posters within vehicles and posts on social media (Facebook and Twitter). Both cash and contactless card payments are accepted on-board. Tickets purchased on-board the vehicle are non-refundable. In the event of two payments being taken for a single transaction, the company require dated bank statements to prove that a non-pending payment is present.

Hams Travel are not able to issue refunds for council issued passes. The passenger must contact the relevant council and submit a request for a refund though this is not guaranteed.

5. LOST PROPERTY

Hams Travel accepts no liability for lost or damaged property. Any lost items must be collected from the depot in Flimwell.

6. CANCELLATION BY THE COMPANY

In the event of an emergency, riot, civil commotion, strike, lock out, stoppage or restraint of labour or any event over which the company has no control including severe weather conditions Hams Travel reserves the right to cancel any service or journey with no prior warning.

7. BREAKDOWNS, DELAYS & TIMETABLED TIMES

The company gives its advice on journey time and timetabled departures/arrivals in good faith. However, as a result of breakdown or traffic congestion, or any other events beyond the reasonable control of the company, journeys may take longer than predicted and in those circumstances the company will not be liable for any loss or inconvenience suffered by the passenger as a result. The times stated for each service will be abided to by the driver and Hams Travel will not accept any liability for passengers arriving late to their stop. The driver is not under obligation to 'wait' for another passenger who is running late to arrive at the stop.

8. COMPLAINTS

In the event of a complaint about the company's services, the passenger should endeavour to seek a solution at the time by seeking assistance from the driver or from the company. If this has not provided a remedy, complaints should be submitted in writing and within 14 days of termination date of the journey. The company will endeavour to find a resolution to the complaint within 14 days of receipt of complaint.

9. ALCOHOL AND NARCOTICS

Consumption of alcohol or use of narcotics is not permitted on-board the vehicles and the company reserve the right to refuse travel to passengers who are heavily influenced and may cause distraction to the driver.