

# **WITNEY SHUTTLE™ CONDITIONS OF CARRIAGE & PASSENGER REGULATIONS**

*Last updated 16 January 2012*

These conditions describe your legal rights and obligations and form the basis of our legal contract with you. The edition which is in force when a passenger pays for a shuttle seat is the edition which applies to that agreement.

A printed copy of these conditions is available on request.

The Witney Shuttle™ is hereinafter referred to as WS.

## **1. SERVICES**

1.1 We offer shared, minibus transport to all terminals at Heathrow and Gatwick nine times daily. Our current timetable can be viewed on our website at [www.witneyshuttle.com](http://www.witneyshuttle.com). We do not operate any services on Easter Sunday, or 24 to 27 December or 31 December to 2 January inclusive.

1.2 All our vehicles and drivers are registered with the West Oxfordshire District Council and all drivers hold a Private Hire Licence which includes a CRB check.

1.3 You must book and pay at least 48 hours in advance of travel.

1.4 Our timetabled arrival times at airports are approximate and we cannot accept responsibility if you arrive later or earlier than expected due to circumstances beyond our control, e.g. traffic, adverse weather conditions, road closures, tyre puncture, airport access closure, etc. We therefore advise you:

- a) to check that the shuttle you have booked on departure allows you sufficient time for check-in and
- b) **take out the necessary travel insurance to cover you should you miss your flight.**

1.5 For the convenience of all our passengers, if you're late for any reason on arrival in to the UK, we cannot necessarily wait and there may not be another service that day. Please ensure therefore that you allow enough time from when you land to reach the WS meeting point. We suggest that you allow at least 1 ½ hours from when you are due to land to booking the shuttle. If your flight is delayed or cancelled we will do our best to rebook you but cannot guarantee this. In this extreme case you would not be entitled to a refund and would need to make your own way home; the full cost to be borne by you. If you are delayed for more than 30 minutes and we are able to wait for you, or we can send another vehicle at a later time that same day, we reserve the right to charge an extra fee to cover our costs – currently equivalent to the standard one way fare of £40.

1.6 You:

- 1.6.1 agree to call us immediately you become aware that your flight will be significantly delayed **OR** cancelled **OR** your plans change, e.g. you decide to travel home by an alternative means,
- 1.6.2 agree to turn on your mobile phone when you land. [NB. If you lose your mobile or it is stolen whilst you are away, or you have no signal or sufficient battery, you agree to follow the 'non-mobile instructions' in (1.6.3 below)],
- 1.6.3 agree that if you do not have a mobile phone on which we can contact you, once you have reclaimed your baggage you should contact us from a public payphone to inform us that you have arrived on free phone/toll free **0800 043 46 33**

## **2. SAFETY**

2.1 Your safety is our primary concern. Passengers are advised that they must:

- 2.1.1 wear the seatbelt provided throughout their journey,
- 2.1.2 not lean out of or throw or stick anything out of the minibus windows,
- 2.1.3 not board or alight whilst a minibus is moving, or whilst it is held-up in traffic, or by police, or traffic signs, signals or directions, or whilst at road junctions or roundabouts,
- 2.1.4 not attempt to board a minibus when the doors are closed, please wait for our drivers to open the doors for you,
- 2.1.5 remain in their seats until the minibus comes to a complete halt and the driver opens the minibus doors,
- 2.1.6 for your child's safety you are required to have a child car seat for all children under 12 years old or 135cm in height. We therefore request that you provide your own car seats for your children as we will not allow them to travel on your lap. If necessary, we will store these for you whilst you are away and ensure that they are in the minibus for your return trip. We have one child seat, suitable for children aged approximately 9 months-4 years old, weighing approximately 9-18kgs (20-40lbs) and two booster seats available which are suitable for children aged 4-12 years old, weighing approximately 15-36kg (33-80lbs).

2.2 WS can accept no liability in respect of injuries sustained by passengers otherwise than in consequence of the negligence of ourselves or our employees (when acting in the course of their employment).

## **3. FARES & BOOKINGS**

3.1 Our advertised fares include VAT at the prevailing rate and we reserve the right to amend these fares at any time.

- 3.1.1 Single fares— valid for a one way journey between two points.
- 3.1.2 Return fares— all return fares are valid for one outward and one return journey only. They allow the return journey to commence up to twelve calendar months from the date of the outward journey. Return fares are NOT valid for two journeys in the same direction, except at our discretion.

3.2 A seat can only be guaranteed if you travel on the timed service that it was booked for.

3.3 All journeys must start from and end at an agreed WS 'bus stop', unless you are using our home collection service (see 3.4), the stops are currently at:

- 3.3.1 St Mary's Church, Church Green, Witney, Oxon
- 3.3.2 The George & Dragon pub car park, 133 Main Road, Long Hanborough, Oxon
- 3.3.3 The White House pub car park, 1 Grove Road, Bladon, Oxon
- 3.3.4 The Turnpike pub car park, 2 Woodstock Road, Yarnton, Oxon
- 3.3.5 Corner of Sunderland Avenue and Rotha Field Road, North Oxford (by the post box)
- 3.3.6 Heathrow airport, terminals 1, 3, 4 or 5
- 3.3.7 Gatwick airport, south and north terminals

3.4 Our drivers are unable to drop you anywhere other than at our designated stops, unless you have pre-booked our home collection service. Our home collection and return service must be paid for at the time of booking. We make a charge for this service, without exception. The fee covers us collecting you from an alternative address and returning you to the same address. We also provide this service for outlying villages. Costs vary so please call us for details. In our experience, if you have flown a considerable distance when you return to the UK or are due to land late at night, it is well worth using this extra service.

3.5 Payment must be made **in full** at the time of booking. After booking, passengers are advised to request a receipt and should check it to confirm that their WS journey times are correct.

3.6 Bookings made are not transferable. A person booking a journey is deemed to be buying for him or herself unless this is otherwise made clear at the time of booking, in which case that person is deemed to be acting as agent for the other person specified. A person buying tickets for one or more accompanying people is deemed to be acting as agent for the person travelling. In each case, these regulations apply to such sale.

3.7 A standard card fee of £1.50 is charged if a journey is booked using a credit card, payment by debit card or cheque is free of charge. **We do not accept AMEX or DINERS cards.** We also accept payment via BACS payment direct to our bank account, or via Paypal, please request details.

3.8 Child Fares: –

WS offers reduced rate fares for children as follows:

3.8.1 **UP TO AND INCLUDING 5<sup>th</sup> BIRTHDAY:**

Up to two children will be allowed to travel free when accompanied by a full fare paying adult/adults only.

3.8.2 **5 TO 14 YEARS OLD (UP TO AND INCLUDING 14<sup>TH</sup> BIRTHDAY only):**

Up to two children can travel for half of the full adult fare when accompanied by a full fare paying adult/s only. Any third, or more, child will be liable for the full adult fare.

3.8.3 **FROM 14<sup>TH</sup> BIRTHDAY ONWARDS:**

The full adult fare at the prevailing cost is payable and until they turn 15 they must be accompanied by an adult.

**3.9 Senior Citizen/Students/Concessions–**

Senior Citizens, students etc. **do not** qualify for any free or discounted travel on the WS.

**4. REFUND/CANCELLATION/ALTERATION POLICY**

4.1 We will, in the interests of customer “goodwill”, consider a refund/alteration to a booking.

4.2 A booking may be cancelled by calling us on free phone number **0800 043 46 33** but **must be at least 48 hours or more before you are due to travel.** Journeys cancelled within 48 hours of the reserved time will not be refunded under any circumstances; WS again recommend that you purchase the necessary travel insurance.

4.3 There is an **administration fee of £5 for raising a refund** which will be deducted from the total amount originally paid. (If you initially paid us via credit card, the £1.50 card fee is non-refundable.).

4.4 A ‘credit’ can also be retained for your account and you can book again at a future date (within 12 calendar months of 1st leg of cancelled journey). Re-bookings made after this period will become stale and not be accepted and you will be required to purchase a completely new journey at the prevailing full fare.

4.5 Partially used bookings will not be refunded under any circumstances.

4.6 You may also alter your journey dates at no cost but this must be done at least 48 hours or more before you are due to travel on any leg.

## **5. LUGGAGE**

5.1 WS permits customers to bring 'unlimited' luggage with them, **within reason**. By carrying your luggage, WS does not take possession of it.

**5.2 Passengers must be able to lift their luggage into the minibus' boot space.**

5.3 **All** luggage must be stowed in the minibus' boot space and must not be bulky or inconvenient, nor must it contain any hazardous substance that could endanger the safe passage of the vehicle or the safety of the driver or passengers on board.

5.4 As space is limited inside the minibus, only a small item of hand luggage may be kept with you at your seat.

5.5 Skis, snowboards, golf clubs, trunks and other bulky items (e.g. musical instruments) can only be carried if space allows, once all other passengers' 'standard' luggage has been accommodated. These items are carried at the discretion of the driver. Please ensure that all luggage is clearly labelled with your name.

5.6 The customer retains the risk of loss of, or damage to the luggage at all times. WS will not accept responsibility for any loss or damage however caused. WS reserves the right to refuse to carry any article of a bulky, dangerous, or offensive manner.

**5.7 WS advises customers to take out their own travel insurance.**

## **6. LOST PROPERTY**

6.1 If you find any unattended property in our vehicles, please inform the driver immediately.

6.2 WS will not accept any responsibility or liability for any article left in our vehicles.

6.3 Items left in our vehicles, and subsequently found by a member of staff, are treated as 'Lost Property'. Items are held for one month from the date found (except perishable/food items which are held only 12 hours). Items can be claimed by calling us on free phone number 0800 043 46 33. Items can be forwarded in the post, provided the owner pays the postage fee in advance and accepts that WS cannot be held responsible for their safe return. Any property unclaimed and unpaid for after one calendar month will be disposed of (usually to local charity shops).

## **7. BEHAVIOUR OF PASSENGERS**

7.1 WS reserves the right to refuse entry onto any vehicle and to refuse travel to any person considered to be undesirable, a security or safety risk, with a poor level of personal hygiene, who is intoxicated, under the influence of drugs or other substances, or who may otherwise cause a nuisance or disturbance. A passenger may be asked to leave the vehicle at any time for:

- smoking any substance,
- consuming alcohol,
- interfering with any equipment on or part of the vehicle,
- interfering with or distracting the driver or interfering with another person travelling on the vehicle,
- causing a public nuisance.

7.2 For the safety of staff and fellow passengers and to assist WS in keeping their vehicles clean, passengers are:

- 7.2.1 **NOT permitted to consume any form of food or drink whilst travelling with us**
- 7.2.2 **NOT permitted to place their feet on seats**