

WEBSITE TERMS AND CONDITIONS OF USE

IMPORTANT NOTICE: PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY AND MAKE SURE YOU UNDERSTAND THEM BEFORE USING THE WEBSITE.

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- to link to our website only through the homepage: www.nationalexpress.com or social media links provided by NX unless you have obtained our express written consent (which may be withdrawn at any time) to link to any other pages of our website
- not to use frames to present the link
- not to use the names "Neon" "National Express", any National Express branding or any content on the website for any purpose other than for your personal and non-commercial use
- not to gather, extract, reproduce and/or display on any other website or other online service, any material on or from the website, specifically including information relating to Neon or National Express Coach journeys, whether or not by the use of spiders or other 'screen scraping' software or system used to extract data
- not to use the website to provide Neon or National Express Coach journeys or services or details of Neon or National Express Coach journeys or other information to any other persons or organisations other than for your personal and non-commercial use

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National Express will determine whether there has been a breach of this Policy through your use of the website.

If a breach of this Policy has occurred National Express may take such action as it deems appropriate including denying you access to the website, bringing legal proceedings against you and disclosing such information to law enforcement authorities as National Express considers appropriate.

Liability Disclaimer

We disclaim and exclude any duty of care which we may owe you in respect of the information on this website. Your reliance on this website and your use of this website is entirely at your own risk. Nothing on this website constitutes an offer to enter into any contract, and all orders for tickets are subject to acceptance by National Express Limited (trading as "Neon").

We exclude all warranties, terms and conditions implied by law in relation this website.

You may not rely on any statement or representation in the website, and when you buy tickets from National Express Limited, you agree that you have not relied on any statement or representation in this website.

We do not exclude our liability for fraudulent misrepresentation.

We shall have no liability for any loss or damage you suffer as a result of relying on any fact or statement that prove to be incorrect.

This website may contain hyperlinks to websites operated by third parties. If you activate a hyperlink you will leave the Neon website and National Express has no control over and will not accept any liability whatsoever in respect of the material in any website which is not on the Neon website.

GENERAL CONDITIONS OF CARRIAGE

These General Conditions of Carriage, as amended from time to time, (“Conditions”) apply to the Neon on-demand Coach service operated by us and set out your rights and duties as a customer.

Please read these Conditions carefully before you purchase a ticket or register your interest in a new service. These Conditions tell you who we are, how we will provide Neon services to you, how and when you and/or we may change or end the contract between us, what to do if there is a problem and other important information. If you think that there is a mistake in these Conditions please contact us to discuss.

1. Interpretation

1.1 Definitions

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

“**Circumstances Beyond Our Reasonable Control**” means any circumstances which have an impact on our (or any Partner Operator’s) ability to provide the Services in accordance with these Conditions or any applicable Special Conditions, which are beyond our reasonable control, which shall include (without limit): war or threat of war, accidents causing delays on the Service route, adverse weather conditions, fire and/or damage at a Station, unplanned fire alarm or other evacuation of 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, cyber-attack, unforeseen traffic delays or congestion, road works, strike/industrial action, riot or local disturbance or unrest, problems or delays caused by other customers or passengers, breakdown or technical problems with a Coach (where not caused by our fault or negligence), bankruptcy, insolvency or cessation of trade of any carrier used by us and other circumstances affecting passenger safety;

“**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;

“**Confirmed Journey**” means a Journey which we are committed to operate (including a Requested Journey which becomes Confirmed when sufficient Customers have reserved a seat);

“**Contract**” means the contract between us and you for the supply of the Service, which shall be in accordance with these Conditions and any Special Conditions which apply to your Ticket;

“**European Service**” means any network service provided or arranged by us, or on our behalf, for the purpose of carrying persons and their Luggage by Coach where the network service travels outside of the UK and is set out in a timetable published by us;

“**Journey**” means a non-scheduled, “on demand” Service as described in the **[How it works section]** and includes Confirmed Journeys and Requested Journeys;

“**Luggage**” means any property which you bring onto a Coach or into a station, including any property carried on your person including (without limit) any bags, valuables, money, cards, computer devices and the content and any software on such device;

“**Partner Operator**” means a third party operator who performs the Services as a subcontractor for and on behalf of us;

“Requested Journey” means a route advertised on our website in respect of which one or more customers registers an interest but which is not guaranteed to operate unless and until sufficient customers have reserved a seat;

“Service” means Coach travel provided or arranged by us or on our behalf for the purpose of carrying persons and their Luggage;

“Special Conditions” means any additional or special condition relating to a particular ticket or the method of delivery of a ticket as set out in any notices, offers or publications from us.

“station” means any Coach station or stop where a Service is to be joined or left or through which a Service may pass;

“ticket” means a ticket issued by us, or on our behalf, which evidences our agreement to carry or arrange for the carriage of any person, including the Confirmed Journey on which travel is permitted and the fare payable;

“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 trade name Neon;

“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 Interpretation

In these Conditions:

- (a) a reference to the singular shall include the plural and vice versa;
- (b) a reference to a statute or statutory provision is a reference to it as amended, replaced or re-enacted from time to time. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision;
- (c) any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and
- (d) a reference to writing or written includes email.

2. When these Conditions apply

2.1 These Conditions and any Special Conditions applicable to your ticket will apply only to the Neon on-demand Service operated by us. Please see [here](#) for terms and conditions applicable to other Services operated by us. We agree to carry you and your Luggage on the Confirmed Journey permitted by your ticket, on and subject to these Conditions and any Special Conditions applicable to your ticket.

In the event of any conflict between the two sets of terms, the applicable Special Conditions shall take precedence over these Conditions. We may amend these Conditions and the Special Conditions at any time without notice.

3. Tickets

3.1 Your Ticket: Your ticket is a record of our agreement to carry you or to arrange for your carriage. You must travel with a valid ticket, and you must produce your ticket for inspection when asked. 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) for whom it has been purchased and may not be transferred to or used by anyone else.

3.2 Travel permitted by your Ticket: Your ticket permits you to make the Confirmed Journey stated on the ticket, subject to any restrictions or statements set out on the ticket or in any Special Conditions applicable to the ticket.

3.3 It is your responsibility to check your Ticket is correct: You must check the details of the Journey before payment is made for a Confirmed Journey or before you provide your card details for a Requested Journey. You will not be permitted to make any amendments to the ticket or correct any errors once the ticket has been issued, except where you can provide evidence (which we deem to be satisfactory in the circumstances) in order to demonstrate that an error was due to our fault or technical error.

3.4 Issue of Tickets: Your ticket will be issued on payment for the Journey in accordance with Condition 4. Your ticket will be emailed to you for you to print out. Alternatively you may use your mobile phone to display your ticket; you must ensure that your phone is working and that you have sufficient battery charge to be able to display the ticket at all times to the driver, or any authorised representative of National Express.

3.5 No seat selection: Your ticket does not guarantee that you will be able to sit in a specific seat.

3.6 Invalid tickets: If a ticket is defaced, damaged or tampered with it is not valid for travel.

3.7 No replacement tickets: We will not issue a replacement ticket for defaced or damaged tickets nor for tickets which are tampered with, lost, mislaid, or stolen.

4. Fares and Payment

4.1 Applicable Fares: The price of a Journey will be the price indicated on the booking pages when you book a Confirmed Journey or reserve a place on a Requested Journey. We take all reasonable care to ensure that the price advised to you is correct. Each Journey is individually designed and commissioned and there are a number of factors which influence the price of a Journey. Individual Journeys between the same point of departure and destination may therefore be priced differently. We cannot guarantee that the price for similar Journeys will be the same.

4.2 Payment for a Confirmed Journey: If you book a seat on a Confirmed Journey, payment will be taken at the point of booking.

4.3 Payment for a Requested Journey: Customers registering interest by reserving a place on a Requested Journey must provide their card details, email address and customer details. Payment will not be taken at this stage. If the Requested Journey in which you have registered interest becomes a Confirmed Journey your reservation will be confirmed and payment will automatically be taken at this point. Reservations for Requested Journeys are non-cancellable and non-amendable and as such payment will be taken in full even if you decide you do not wish to travel.

4.4 No concessionary fares: National Express concessionary or discount coachcards are not valid on Neon Journeys.

4.5 Child fares: Reduced fares for children are not available. One infant under 3 years of age may travel free if sitting on the lap of a fare paying customer over the age of 16. The standard fare must be paid for any infant occupying a seat.

4.6 Form of Payment: We accept payment by all major credit cards.

5. Your responsibilities

5.1 You must travel with a valid ticket: You must travel with a valid ticket for the relevant Confirmed Journey and produce your ticket at any time when asked at any point during your Journey. You will be considered not to have a valid ticket if prior to boarding or at any point during your journey:-

- you fail to produce your ticket for inspection when asked;
- you do not have sufficient battery or signal on your mobile phone to display your e-ticket (if you have not printed this) when asked;
- you travel or attempt to travel with a ticket which you are not entitled to;
- you travel or attempt to travel in breach of these Conditions or any Special Conditions applicable to your ticket;
- you travel or attempt to travel with a ticket which is deemed to be invalid in accordance with these Conditions or any applicable Special Conditions.

For the avoidance of doubt, this is a non-exhaustive list of circumstances in which you will be considered to have travelled without a valid Ticket.

5.2 Effect of travelling without a valid ticket: We will not permit you to board the Coach if you do not have a valid ticket and/or if you have not complied with these terms and conditions. If you do travel on any Journey in contravention of this condition, you must leave the Coach when asked, and we will remove you from the Coach if you refuse. If we have reasonable grounds for believing that a ticket has been fraudulently used, we reserve the right to invalidate the ticket and prevent you from travelling on our Services.

5.3 No refund for invalid tickets: You shall not be entitled to a refund in respect of any ticket which is invalid in accordance with these Conditions, and we shall have no further obligations or liability to you.

5.4: Make sure you are on the correct Service: You are responsible for making sure that you meet any Confirmed Journey on which you are travelling at the relevant boarding point.

5.5: You should arrive at the boarding point for a Journey at least 10 minutes prior to the published departure time for that Journey.

(a) **Arrival:** We shall not be liable to you if you miss any Journey as a result of your late arrival, and shall not be obliged to hold up any Journey to wait for you, or to provide a seat on any other Service.

(b) **You must allow sufficient time for connections:** You must allow plenty of time to connect with any other form of transport (whether operated by National Express or otherwise). Where such other form of transport involves air travel we recommend you allow at least 180 minutes between the advertised Journey arrival time and your flight departure time. Customers who do not allow at least 180 minutes' connection time do so at their own risk and we 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.

5.6: Seatbelts:

(a) You are required by law to wear the seatbelt provided at all times whilst seated. 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.

5.7 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.

5.8 Joining and leaving a Service: You may not board or leave any Confirmed Journey except at the starting, or finishing, point of your Confirmed Journey, save for any refreshment break permitted in Condition 5.7 above.

5.9 Emergency Contact: In emergencies we recommend that you call the helpline telephone number displayed on your ticket

6. National Express responsibilities

6.1 Our obligation to carry you: We will carry you and your permitted Luggage on the Confirmed Journey permitted by your ticket, on and subject to these Conditions and any Special Conditions.

6.2 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.

6.3 Special assistance customers: Journeys are not regular services and will normally be operated using coaches which due to their size do not have wheelchair spaces and/or wheelchair lifts. As such, we will not normally be able to carry passengers who are unable to board the Coach unaided. Occasionally due to passenger demand a Journey may be operated using a larger Coach which may be wheelchair accessible. However, before a wheelchair user travels we will need to check whether such an accessible coach has been allocated to the Journey and we will also need to perform certain other checks, including whether the passenger's wheelchair is compatible and has been crash tested. For more information, please contact us by email to hello@getneon.co.uk.

6.4 Animals

We will not carry dogs or any other animals, with the exception of assistance dogs who have been trained by a member organisation of Assistance Dogs UK. We will also carry 'buddy dogs' (a secondary scheme for Guide Dogs for the Blind). You must ensure that your assistance dog travels with relevant identification.

7. Passenger Responsibilities (European Services)

7.1 Travel with your travel documentation on European services

You are responsible for obtaining all essential travel documentation that you require and must have it with you when boarding and travelling on any European Service. This documentation includes:

- (a) proof of identity,
- (b) authorisations and permits which you are required to have to enter, remain in and leave the countries from, through or to which you are travelling, including a valid passport and any required visas, and
- (c) any other documents required by the law of the countries concerned. You are responsible for complying with all laws of any countries from, to or through which you are travelling.

7.2 European Services

You should arrive at the boarding point for European Services at least 30 minutes prior to the timetabled departure time for that Service (or within such other period as may be stated in the Special Conditions applicable to your Ticket) to ensure your place on the Service. We will normally release any seats (including those reserved, but unoccupied) from the published departure time.

7.3 Checks and border requirements on European services

(a) Immigration checks: Where a Coach is required to stop at any immigration, passport or customs check-point, the Coach will wait for a reasonable period to enable all normal checks to be carried out. However, the Coach will not be obliged to wait for any passengers who are detained or delayed for any reason and will be entitled to depart after that reasonable period leaving any detained or delayed passengers behind. Condition 11 will apply to any Luggage or other property left by the detained or delayed passengers.

(b) Luggage checks: where your Luggage is removed from a Coach for customs checks, you will be responsible for getting your Luggage back from those checks or any carousel to the Luggage compartment of the Coach.

(c) Other border checks: Where we or you are required under any applicable law to provide details of your full name, address and other information concerning your identity and your journey and its purposes you shall, as a condition of your travel with us, promptly comply with all such law and cooperate with us in complying with such law.

(d) Other border requirements: You are advised that when crossing any borders or check-points, further requirements may be applied by the countries you are leaving or entering. We accept no responsibility or liability for such requirements or any delays or other problems caused by such requirements and you expressly agree that this is a risk you freely assume as a condition of travelling on our Service.

8. Cancellation and Refunds

8.1 Can you change or cancel your ticket?

(a) **Confirmed Journeys:** All tickets for Confirmed Journeys are non-amendable and non-refundable. You are not entitled to cancel or amend 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 Conditions or any Special Conditions.

(b) **Requested Journeys:** You are not entitled to cancel or amend a reservation on a Requested Journey once you have submitted your reservation request and card details. We shall be entitled to take payment in accordance with Condition 4.3 and shall not be obliged to refund to you any fare for your ticket in any circumstances, except for any refunds expressly allowed in these Conditions or any Special Conditions.

8.2 Changes and Cancellation by us

(a) **Changes to and/or Cancellations of Journeys:** We will operate Confirmed Journeys using reasonable care and skill. However, occasionally we may need to alter, delay or change a Requested Journey or a Confirmed Journey, or terminate a Confirmed Journey once it has commenced, without notice whether before or after you have paid for a ticket, and to substitute an alternative service, due to:

- (i) our own operational reasons; or
- (ii) Circumstances Beyond Our Reasonable Control.

In such circumstances, we will endeavour to notify you of the change or delay and any alternative timetable or Services as soon as reasonably practicable. Our liability to you in such circumstances is set out in Condition 8.

(b) **Cancellation of your ticket:** We reserve the right to cancel your ticket, and/or refuse to carry you:

- (i) in the event that payment has not been received from you in accordance with these terms and conditions; or
- (ii) if you fail in any material respect to comply with these Conditions and/or any Special Conditions that apply to your ticket

9. What are we liable to you for?

Except as provided in these Conditions, we shall not be liable for any loss, damage, liability, or cost suffered by you or any third party as a result of any delay to, or any alteration, cancellation, withdrawal or termination of any Journey or Service.

9.1 If we cancel your Ticket due to your breach: if we cancel your Ticket, and/or refuse to carry you on any of our Services, due to your breach of any of these Conditions and/or any Special Conditions that apply to your Ticket, we will have no obligation to refund the fare nor any other liability to you.

9.2 If we change, cancel or withdraw a Service:

(a) **No liability if you have no reservation:** If we cancel or withdraw any Journey before it has commenced, and you have not booked and been issued with a ticket for a confirmed seat on it, we shall have no liability to you or any third party.

(b) **Cancellation of Requested Journey:** If we cancel or withdraw a Requested Journey in respect of which you have reserved a place but before payment has been taken and a ticket issued we shall have no liability to you. We will notify you of the cancellation and will not take payment for that Journey.

(c) **Cancellation of Confirmed Journey before Service has begun:** If we cancel or withdraw a Confirmed Journey before it has commenced, and you have a ticket for that particular Confirmed Journey, 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. To obtain a refund you must comply with Condition 9 below.

(d) **Cancellation of Confirmed Journey after Service has begun:** If a Journey on which you are travelling commences and is terminated before reaching your destination, 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 not have all of the advertised facilities.

The remedies listed above shall be your sole remedies in circumstances outlined in this Condition 8.2. Except as provided in this Condition 8.2, we shall not be liable for any loss, damage, liability, or cost suffered by you or any third party as a result of any alteration, cancellation or withdrawal of any Service by us.

9.3 Circumstances Beyond Our Reasonable Control:

Where we have to change, cancel or withdraw a Service due to Circumstances Beyond our Reasonable Control the provisions of Condition 8.2 will apply.

We shall not be liable for any loss, damage, liability, or cost suffered by you or any third party as a result of any alteration, cancellation or withdrawal of any Service by us, or any delay to any Service, or termination of any Service due to Circumstances Beyond Our Reasonable Control.

9.4 Our maximum liability to you

Our maximum liability for any loss, expense, cost or liability whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the greater of: (i) the cost of the ticket paid by you to us; or (ii) £1,000; or (iii) any limit which may be prescribed by law.

9.5 Death and Personal Injury

Nothing in these Conditions is intended to, or shall, exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation or for breach of your legal rights in relation to the Services. Nothing in these Conditions shall affect your statutory rights.

9.6 Domestic and private use only

We only supply the Services for domestic and private use. If you use the Services for any commercial or business we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

10 Refunds

10.1 Where we alter, delay or cancel a Service and you are entitled to a refund in accordance with Condition 8.2 above, the following conditions shall apply (subject to any Special Conditions applicable to your Ticket):-

(a) we will within a reasonable period (usually 7 days) reimburse the original purchaser using the original form of payment. You are only entitled to a refund if you have paid the fare which is being refunded.

(b) If you do not receive an automatic refund you should write direct to the Neon Customer Service Team, National Express House, Mill Lane, Digbeth, Birmingham, B5 6DD enclosing your ticket. 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.

(c) At the time of making your claim for a refund, you shall be required to provide reasonable proof of your identity and proof of purchase of the ticket.

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

(e) 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.

(f) We shall not be obliged to change, cancel, replace or refund a Ticket where we have reason to believe that the request to do so is made fraudulently.

11. Luggage

11.1 Permitted Luggage

We will carry your Luggage on and subject to these Conditions and any applicable Special Conditions.

Permitted Luggage: 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 in the opinion of a driver or other member of Staff is capable of being stored safely in the overhead rack or beneath the seat. The opinion of the driver or other member of Staff shall be final.

Excess Luggage: We shall have no obligation to carry Luggage in excess of the permitted type, amount or size. We may at our discretion (provided space is available) carry additional pieces of hold Luggage, 'outsized' items or items such as skis, surfboards and folding or dismantled bicycles provided that they are packed in a suitable protective packaging. If you are intending to travel with excess Luggage please email us on hello@getneon.co.uk before travel to check whether there is likely to be space for any excess Luggage (but please note space cannot be pre-booked or guaranteed).

Pooled Luggage allowance: If you are travelling in a group or as a family, those members of your group travelling on the same ticket will be permitted to 'pool' your individual allowances.

Collapsible manual wheelchairs and folding pushchairs/buggies will be carried in the hold.

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 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.

Customers must travel with their Luggage. We will never carry unaccompanied Luggage or parcels in any circumstances.

11.2 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);
- caustic substances;
- non folding pushchairs/prams;
- oversized sports equipment;
- bicycles which are not folded, or dismantled, and wrapped; or
- any items which are, in our opinion, unsafe, or may cause injury, offence or damage to property or persons, 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 (and not securely packed) 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 Condition 10.1.

(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 take such other action as we consider to be appropriate in respect of such items. We may also refuse you travel. If you have any doubts as to whether we will carry any particular item, you should obtain our written confirmation before purchasing your Ticket and bring this with you when you travel.

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. If you are refused travel due to the above circumstances, we cannot accept liability for any loss, damage, injury, inconvenience or cost/expense you suffer or may suffer as a result.

11.3 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 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 consider that there are any security or safety issues.

11.4 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 and/or your Luggage from any Coach, if you refuse to submit your Luggage to a search or if the results of the search reveal any cause for concern in accordance with this Condition 10.

11.5 Stowage of Luggage

All Luggage, other than hand Luggage, will be stowed in the hold or other storage compartment on the Coach and not in the passenger compartment of the Coach.

11.6 Getting the Luggage onto a Service

Drivers will load and unload Luggage which is placed in the hold as described in 10.1 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 stowed in the hold of a Coach, you must also look after your Luggage at all times and make sure it is not left unattended at any time including at any Station and your hand Luggage whilst on a Coach.

11.7 Restricted stops

There are some stops where for safety reasons we are unable to load and unload Luggage. Such stops will be advised on the website. At these stops only hand Luggage is permitted to be brought onto the Coach.

11.8 Valuables and important items

Small valuable items should not be stowed in the Luggage hold under any circumstances but must be taken on board a Coach as hand Luggage. Small valuable items includes (without limit) cards, money, medication, jewellery, precious metals, laptop computers, hard drives, 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 provided that they meet the hand Luggage requirements set out above. Small valuable items will be carried on the Coach at your own risk and should not be left unattended by you. Where possible, small valuable items should be carried on your person.

In accordance with the above we strongly advise that you do not bring large valuable items onto the Coach (i.e. any item which is not capable of being carried as hand Luggage). If you choose to travel with any large valuable item, this will need to be stowed in the hold at your own risk. We shall have no liability for any loss or damage occurring to any valuable item left in the hold for any reason whatsoever.

11.9 Lost Luggage

10.9.1 If we are notified that you have left behind or lost any of your Luggage on a Coach we will use reasonable efforts to take reasonable care of that Luggage if it is located by us and to make it available for collection by you during our normal working hours.

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 Condition 10.9.1.

11.9.2 We may store lost Luggage

If we find any of your Luggage on a Coach or at a Station, notwithstanding our rights under Condition 10.9.1, 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.

11.9.3 You must hand over lost Luggage of other people

If you find any property of any other person on any Coach, you must hand it over to us immediately.

11.10 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 as soon as possible by calling us on 0845 257 9850. We are open 24 hours a day, 7 days a week. Alternatively, you can write to us at neon Customer Relations, National Express House, Mill Lane, Digbeth, Birmingham B5 6DD or via any other advertised address for the purpose.

11.11 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 or by our failure to use reasonable care and skill in performance of our obligation under the Contract. 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, or where Regulation (EU) No 181/2011 applies, €1,200, in total for all such loss or damage.

- (a) 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.
- (b) You should check all Luggage at the time of disembarking a Service for any damage and notify the driver or other member of our staff at the time of discovering any damage to Luggage. Any claims in respect of damaged Luggage must be received by us as soon as possible after the date you discover the damage to the Luggage and, in any case, within 28 days of the date of your Journey. You must provide suitable evidence of the damage to the Luggage with your claim (for example, photographic evidence).

12. Customer behaviour

12.1 Required behaviour and prohibited behaviour:

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

Therefore, you must ensure that you:

- Behave in a reasonable, sensible and lawful manner on a Coach and at any station;
- Comply with any request from a member of staff; and
- Use mobile phones considerately on all Coaches and in any station.

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.
- Board any Coach whilst under the influence of alcoholic drinks or drugs.
- Smoke (including substitute smoking materials such as electronic cigarettes) on board any Coach or within any Coach or bus station.
- Board any Coach whilst you are seriously ill or suffering from any serious contagious illness.
- Commit a criminal offence.

12.2 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 are also permitted. You must take your rubbish with you when you leave the Coach.

12.3 Filming

You shall not without our prior written consent, film on any Coach or at any Station for any commercial or professional purpose. You may film for personal or private purposes provided that such filming does not cause distress or alarm to our Staff or customers. Our Staff shall have the discretion to determine if any filming is causing distress or alarm and you must stop filming if asked to do so by our Staff.

12.4 Consequences of bad behaviour

If you fail to comply with any of the behaviour rules in this Condition 11, 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 customers or employees or who acts other than in accordance with this clause 12.

If you are refused travel due to the above circumstances, we do not accept liability for any loss, damage, injury, inconvenience or cost that you suffer or may suffer as a result.

12.5 Our liability for behaviour of other customers

We will not be liable to you for any act or omission of any other customer on a Coach or at a station.

13. Complaints

How to tell us about problems: If you have any questions or complaints about our Services, please contact us by following the links on the **Contact** page.

14. General

14.1 Which laws apply to this Contract and where you may bring legal proceedings

These Conditions, and your Contract with us, are governed by English law and you can bring legal proceedings in respect of your Contract in the English courts. If you live in Scotland you can bring legal proceedings in respect of your Contract with us in either the Scottish or the English courts.

14.2 Alternative dispute resolution

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court.

Once we have completed our internal complaint process if you are not happy with how we have handled your complaint by law we are obliged to inform you of an approved alternative dispute resolution entity which is competent to deal with your complaint. For these purposes we refer you to the Ombudsman Services of The Brew House, Wilderspool Park, Warrington, WA4 6HL (the “**ADR Entity**”). However, and in accordance with our rights under the law, we will not submit to an alternative dispute resolution procedure operated by the ADR Entity.

You may also want to contact Bus Users England, who can independently review your case. Bus Users England’s contact details are: Address - Cobalt Square, 83 Hagley Road, Birmingham B16 8QG, Email address - enquiries@bususers.org and website - <http://www.bususers.org/>.

14.3 Severability

Each of the provisions of these Conditions shall be separate and severable. Should any provision be invalid or unenforceable, it shall be severed from these Conditions, and the remaining provisions of these Conditions 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.

14.4 Your personal data

Your personal data (including details of and copies of your travel documentation) will be processed in accordance with our privacy policy and cookie policy available at **[INSERT LINK]**

14.5 Amendments and waivers

None of our employees, agents, or representatives, has authority to alter, modify or waive any provision of these Conditions or any Special Conditions.

14.6 Third Party Rights

(a) Unless otherwise stated in these Conditions, no person other than you and us shall have the benefit of or be entitled to rely upon or enforce any term of these Conditions or any other term of the contract to carry you and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

(b) You acknowledge that where you are carried by a Partner Operator for the whole or any part of a Journey, you shall owe your obligations under these Conditions and any Special Conditions to that Partner Operator as well as us, and that Partner Operator shall be entitled to the benefit of any rights, remedies or limitations of liability which we have set out in these Conditions and any applicable Special Conditions as if they were a party to them.

14.7 We shall be entitled to subcontract the operation of all or part of the Services to any Partner Operator.

14.8 We may transfer our rights and obligations under these Conditions to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the Contract within 30 days of us telling you about it and we will refund you any payments you have made in advance for Services not provided.

14.9 Even if we delay in enforcing these Conditions, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these Conditions, or if we delay in taking steps against you in respect of your breaking these Conditions, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.