

Campus Shuttle Terms of Service

Canterbury - Medway Shuttle Bus booking conditions

Any person who travels on one of the University of Kent Campus Shuttle service, provided by the University of Kent, shall be deemed to have agreed to be carried on the following Terms of Service.

1. INTERPRETATION

1.1 Definitions

In these Terms of Service, the following words shall have the following meanings:-

"booking" means the reservation made by University of Kent student or staff.

"coach" means the coach, provided by the coach provider on our behalf, on which you will travel to Medway or Canterbury campus if you make a booking on a coach service.

"coach provider" means The Kings Ferry Limited

"journey" means the journey you are entitled to make on the service as set out in your ticket.

"luggage" means any property which you bring onto a coach, including any property carried on your person.

"member" means any member of the University of Kent

"service" means any journey to be made on a coach provided on behalf of us by the coach provider for the purpose of carrying persons and their luggage.

"Campus Shuttle" means the service which operates between University of Kent Medway and Canterbury campuses.

"ticket" means the electronic ticket issued by us or on our behalf, which evidences our agreement to carry or arrange for the carriage of any person within a booking. The electronic ticket can be printed from the final confirmation screen at the end of the online booking process, or from the email confirmation received for the booking.

"Kent One Card" means the University of Kent ID card which has been issued to you by the University of Kent

"we", "us" and "our" refers to The University of Kent, The Registry, Canterbury, Kent, CT2 7NZ. It can also refer to The Kings Ferry Limited, The Travel Centre, Gillingham, Kent, ME8 6HW.

"you" means the person we have agreed to carry or arrange to be carried..

1.2 References:

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

2. CARRIAGE SERVICES

2.1 Our agreement to carry you:

We agree to carry you on the journey permitted by your ticket, on and subject to these Terms of Service and the restricted conditions applicable to your ticket. All travel is subject to seat availability and neither we nor the coach provider accept any responsibility for alternative transport costs in the event of insufficient seating capacity.

2.2 Carriage of other persons:

We will accept only members of the University of Kent, on production of a ticket and/or UoK ID card

2.3 Your ticket:

Your e-ticket is a record of our agreement to transport you to the campus you have booked.

2.4 Validity of your ticket:

(a) Travel permitted by your ticket: Your ticket permits you to make ONLY the journeys and travel on ONLY the services stated on the ticket for travel.

(b) Period for which your ticket is valid: Your ticket permits you to travel ONLY at the time of the journey they have been booked for.

(c) Expiry of your ticket: When your ticket expires, it is no longer valid for travel. Your ticket will expire once the time of the journey stipulated on your ticket passes.

(d) Ownership of ticket: Your ticket remains your property at all times.

(e) We reserve the right to transfer your ticket to an alternative appropriate services.

2.5 Seat reservations:

Seats on the campus shuttles coaches will be allocated on a first come first serve basis. We cannot guarantee you a particular seat on a coach. If you have not booked a seat for a particular journey, we do not guarantee that seating will be available but if there is a seat, which has not been booked you may request to use the service on production of your Kent One card to the driver at Keynes and Medway coach stops.

2.6 Amendments

It is the member's responsibility to cancel a ticket that is no longer required.

3. PASSENGER RESPONSIBILITIES

3.1 You must check your ticket:

You must check your ticket for errors as soon as you receive it. Any errors must be brought immediately to our attention by contacting the transport booking provider on the telephone number in the booking confirmation. As your ticket is an e-ticket you must check the details in the ticket purchase screen of the online booking system or in the confirmation email. If you fail to inform us of any errors at the required time, then your ticket will be assumed to be correct. We will correct any ticket which contains any errors which were not reasonably apparent, without charging an administration fee, if you tell us about those errors as soon as reasonably possible after you notice them and you give us reasonable justification for saying

that an error was made. You must check the departure location and times shown on the ticket as it is your responsibility to arrive at the correct stop for the stated time.

3.2 You must travel with your ticket:

You must take your e-ticket with you on any of our services, and you must produce your ticket for inspection when asked. If you do not have a ticket when boarding you must show your Kent One card, refer to 2.6.

3.3 Fraudulent e-Tickets:

If we have reasonable grounds for considering that an e-ticket has been fraudulently used, we reserve the right to invalidate the e-ticket and prevent you from travelling on our services. A member of staff or student who is found to issue or accept fraudulent tickets or use another person's ID will have his/her details forwarded to the Deputy Vice Chancellor for further investigation and, if necessary, disciplinary action may be taken.

3.4 Make sure you are on the correct service:

You are responsible for making sure that you meet any service on which you are travelling at the relevant boarding point and for getting-off the service at the right destination.

3.5 You should arrive at the boarding point at least 5 minutes before departure:

(a) Arrival: You should arrive at the boarding point for a service at least 5 minutes prior to the timetable departure time for that service.

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

3.6 Seat Belts on coaches:

You are required by law to wear the seatbelt provided at all times whilst seated. This also applies to wheelchairs. It is the responsibility of the customer to ensure that they comply with this requirement.

3.7 Joining and leaving a service:

You may not board or leave any service except at the starting, or finishing, point of your journey.

3.8 Breach of conditions applicable to your ticket:

If you fail in a material respect to comply with any condition that governs your ticket, we may cancel the ticket, and refuse you further carriage, or have his/her details forwarded to the Deputy Vice Chancellor for further investigation and, if necessary, disciplinary action may be taken.

4. LUGGAGE

Due to the nature of the campus shuttle event it is not expected you should need to bring substantial items of luggage with you.

However, in the rare case that you do need to bring luggage with you, the following terms and conditions will apply.

4.1 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 protect any other property on a coach or train from being damaged by your luggage. We will not be obliged to carry any luggage which has not been properly packed or labelled. We reserve the right to involve the Police if we feel that there are any security or safety issues.

4.2 Storage of luggage:

All luggage, other than hand luggage, will be stored in any hold or other storage compartment on the coach and not in the passenger compartment of the coach. You must not place luggage or other articles on seats required for passengers.

4.3 Bicycles as luggage:

Due to limited storage facilities only one bicycle will be allowed to travel in the hold if:

- (a) The vehicle has capacity to do so.
- (b) The passenger has a pre booked ticket.
- (c) The passenger has contacted The Kings Ferry a minimum of 3 working days before the journey.
- (d) The passenger has received written confirmation from The Kings Ferry that the bicycle can be carried for each journey; and presents this to the driver on the day & time of travel.
- (e) The passenger must arrive at the bus stop 10 minutes before departure time.
- (f) Drivers have the right to refuse if there is an issue and can call Campus Security or the police if necessary.

4.3 Our liability for loss or damage to luggage:

The coach providers will take reasonable care of your luggage, and they will only be liable for any loss of or damage to your luggage caused by their negligence. We will not be liable for any loss of or damage to your luggage. If lost property is found you must inform the driver or contact UoK Campus Security on 01227 823300.

5. PASSENGER BEHAVIOUR

5.1 Required behaviour and prohibited behaviour:

We wish to make travel on the Campus Shuttle as comfortable as possible for all staff and students. Therefore: You shall:

- (a) Behave in a reasonable, sensible and lawful manner on a coach and any stop.
- (b) Comply with any request from a member of staff concerning the availability of certain seats reserved for disabled passengers or children

(c) Use mobile phones considerately

You shall not:

- (a). Be abusive or threatening to any staff or any other person
- (b) 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 stop.
- (c) Obstruct any driver, crew, officer or staff in the performance of their duties or fail to comply with their instructions.
- (d) Behave in a manner which causes discomfort, inconvenience, damage or injury to other persons
- (e) Obstruct or allow any of your luggage to obstruct any aisle or emergency exit
- (f) 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
- (g) Take onto any coach, any alcoholic drinks or drugs (other than medicines) for the purpose of consuming them, or consume them on any coach or at any stop
- (h) Consume on the coach, or bring onto the coach, any hot or strong smelling food. This includes chips, burgers, kebabs etc.
- (i) Board any coach whilst under the influence of alcoholic drinks or drugs
- (j) Smoke either on the coach or at any stop
- (k) Board any coach whilst you are seriously ill or suffering from any serious contagious illness

5.2 Consequences of bad behaviour:

If you fail to comply with any of the behaviour rules in Clause 5.1, or we have reason to believe you may continue any conduct in breach of those behaviour rules, we shall be entitled to restrain you, remove you from the coach or station, refuse you further carriage, cancel your ticket, 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. The University of Kent, or the University of Greenwich if you are a Greenwich student, will be informed and details will be forwarded to the Security Manager and if necessary to the Deputy Vice Chancellor for further investigation where disciplinary action may be taken. If a member of staff requests a ticket for a visitor, they will be held responsible for any antisocial behaviour committed by their visitor.

5.3 Our liability for behaviour of other passengers:

We will not be liable to you for any act or omission of any other passenger on a coach.

6. GENERAL

6.1 Severability:

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

6.2 Your personal data:

The sharing of your personal data is subject the Data Protection Act 1988.

7.3 Amendments and waivers:

None of our employees, agents, or representatives or those of the coach and train providers, has authority to alter, modify or waive any provision of these Terms of Service without consent from the University of Kent and The King's Ferry.

7.4 Governing Law:

Your ticket, the contract with us to carry you, and any carriage we provide to you shall be governed by English law, and the English courts shall have exclusive jurisdiction.