

Nottingham Express Transit

Conditions of Carriage

1. Introduction

This document contains the Conditions of Carriage and Passenger Regulations relating to the NET System. These Conditions and Regulations set out the passenger's rights and obligations under the contractual relationship between the passenger and the Operator.

These Conditions and Regulations may be altered without notice, and are without prejudice to:-

- The Byelaws, copies of which may be inspected at or obtained from the NET Depot,
- The rights of passengers under the Unfair Contract Terms Act 1977, or any statutory modification or re-enactment of it.

2. Definitions and Interpretations

“Byelaws” means the Byelaws relating to the NET System made under the Greater Nottingham Light Rapid Transit Act 1994 and confirmed by the Secretary Of State for Transport on 12th January 2004:

“NCT” means Nottingham City Transport;

“NET” means Nottingham Express Transit which is operated by Nottingham Tram Consortium;

“NET Authorised Person” means a person acting in the course of his duties, who is an employee or agent of the Operator including a tram conductor, a tram driver or a tram inspector, or any constable, acting in the execution of his duties upon or in connection with the NET System;

“NET Depot” is the premises at Wilkinson Street, Nottingham NG7 7NW;

“NET Fares Table” means the schedule of fares applicable at the time and available from the NET Depot;

“NET Infrastructure” means all apparatus and equipment provided for or in connection with the operation of the NET System including signs, structures and overhead line

equipment and supports and the rails and tramtrack as that NET System is constructed extended or altered from time to time;

“NET Property” means any tram, tramstop, the NET Depot and the car parks (including Park and Ride Sites) operated by the Operator;

“NET System” means the NET Property and any other NET Infrastructure;

“Operator” means any person operating the NET System from time to time.

3. Tram Services

The Operator agrees to carry you and your property on the journey stated on your ticket on the terms and conditions of the Conditions of Carriage and the Byelaws.

The Operator will make every endeavor to maintain the services in accordance with the timetables published from time to time by the Operator. However, the Operator reserves the right, for operational or other unforeseen reasons, to alter, suspend, withdraw, substitute or deviate the services, and alter any operating times of the NET System without notice.

The Operator recognizes that there will be occasions when due to circumstances beyond its control, services might be affected. Therefore, the Operator cannot undertake that its services will operate, start or arrive at the times set out in the timetables or at all. As a result, the Operator will not be liable or accountable for any loss, damage, hurt, inconvenience or injury arising from the failure of services to operate, start or arrive at the specified times, or at all, and neither will the Operator be liable or accountable in such cases, arising from the delay in any journey, or any deviation or breakdown arising from any cause.

In no event shall we be liable to you for losses or damages sustained by you of more than £200 per claim whether your claim arises out of breach of contract, tort (including our negligence), statutory duty or otherwise. Nothing in these Conditions of Carriage shall exclude or restrict our liability to you in respect our liability to you in respect of death or personal injury to you while being carried in, or entering or alighting from the tram resulting from our negligence.

Tickets or passes issued by the Operator are subject to the regulations, conditions, leaflets and notices published by the Operator from time to time, and also to the provisions of the Byelaws.

4. Fares/Tickets

Each passenger on a tram shall:-

- (a) on request of a tram conductor or other NET Authorised Person inform him of the journey made or which he intends to make and the place at which he boarded the tram, and;
- (b) except where the passenger is already in possession of a valid ticket, pay the appropriate fare for the journey as requested by the tram conductor or other NET Authorised Person, ensure he is issued with a valid ticket and retain such ticket until such time as he has departed from the tramstop at the end of his journey, and;
- (c) produce a ticket for inspection by a tram conductor or NET Authorised Person where so required by such person and inform him of the place boarded and the journey made or which he intends to make.

Except with permission of a NET Authorised Person, no person shall enter or remain on any tram unless that person:

- (a) has a valid ticket enabling him to do so; or
- (b) at the earliest opportunity purchases a new ticket.

Each passenger on a tram shall as soon as he has completed the journey for which he has a ticket, either:-

- (a) leave the tram; or
- (b) pay the fare for any further journey which he intends to take on that tram.

No person shall alter, deface mutilate or destroy any valid ticket or use or attempt to use any ticket which shall in any material respect have been altered, defaced or mutilated.

No person shall, except from a NET Authorised Person-

- (a) sell any ticket; or
- (b) transfer or receive any non-transferable, used or partly used ticket intending that any person shall use it for travelling; or
- (c) knowingly use or attempt to use any ticket other than a valid ticket;

No person shall buy a ticket on behalf of another intending to enable that other person to travel without the correct fare having been paid.

No person shall transfer, procure or receive a ticket on behalf of another intending to enable that other person to travel without the correct fare having been paid.

In connection with any scheme for the provision of concessionary travel on any tram service, no person shall:-

- (a) make use of any concession provided for by such scheme except to the extent and for such time as he may be entitled so to do, subject to the conditions of the scheme; or
- (b) (being a person not entitled to make use of such concession) obtain and use such concession.

Where fares for journey on any tram service vary according to the time at which the ticket thereof is purchased, no person shall make use of any ticket purchased at reduced fare outside any time constraints applicable thereto except to the extent authorised by these Conditions of Carriage.

Single and return journey tickets issued by the Operator are valid as below:-

- (a) only on the day of purchase.
- (b) the outward bound leg of a return ticket journey or a single ticket journey must be completed within 60 minutes of the time of purchase.

The Operator will not accept any application for a fare refund for defaced or mutilated tickets or for lost tickets. The Operator will replace any ticket, travel pass or smartcard at its entire discretion.

The passenger may not purchase a single ticket for a single journey, break the journey at an intermediate tram stop and resume it later, except where the journey cannot be undertaken using a single service.

If two or more persons are included on the same ticket, then the purchaser acts as the agent for the other passengers for the purpose of the Conditions of Carriage. Children aged between five and fifteen years inclusive are conveyed at child fares as set out in the NET Fares Table.

Children below the age of five years who travel accompanied by an adult, are conveyed free of charge, provided that they do not occupy seats needed by other passengers.

5. Travel Permits

Concessionary smartcard and permits issued by Nottingham City Council or Nottingham County Council are valid on the NET System subject to the conditions applicable to that smartcard or permit. No concessionary smartcard or permit is transferable from one person to another.

No concessionary smartcard or permit holder has precedence over other passengers, and the Operator accepts no liability for loss, expense or inconvenience arising as a result of lack of accommodation for concessionary smartcard or permit holder at any time or place.

6. NCT tickets

NCT's Network Card, Day Rider and smartcards are valid for travel on the NET System, subject to the conditions of issue of each individual ticket. The tickets are not transferable from one person to another. These Conditions of Carriage will apply in the case of a conflict between the sets of conditions.

7. Feeder Bus Services

NCT will operate dedicated feeder bus services from various locations to tram stops. Passengers can purchase tickets which are valid for journeys for both the feeder bus and the tram. These tickets are issued subject to the conditions of issue of the ticket. The tickets are not transferable from one person to another. These Conditions of Carriage will apply in the case of a conflict with the conditions of carriage of the feeder bus service

8. Refunds

Refunds on the NET System are given in accordance with the regulations stipulated by the Operator from time to time, and are at all times given at the discretion of the Operator. Refunds of unused tickets are at the discretion of the Operator and each application is considered on its merits.

9. Lost Property

Lost property is dealt with in accordance with the Byelaws.

Any person who finds property left on the NET System shall immediately hand it, in the state in which it is found, to one of NET's Authorised Persons. Any person leaving property on the NET System should report the loss to the NET Depot.

The Operator will charge claimants a fee for returning lost property in accordance with the scale of charges which is displayed at the NET Depot.

Perishable goods will be kept until the end of the day in which they were found. Any property which is or could become objectionable may be disposed of.

Where any property is forwarded to a claimant, all costs of packing and carriage shall be paid to the Operator by the claimant in advance.

Any property unclaimed within one calendar month will be disposed of as the Operator may think fit.

10. Notices

The Operator may issue to any person reasonable instructions relating to safety on any part of the NET System by means of a notice to any person on or adjacent to that part of the NET System and no person shall, without good cause, disobey such notice.

A NET Authorised Person may in an emergency or other circumstances in which he believes he should act in the interests of safety, issue instructions to any person on any part of the NET System and no person, without good cause, shall disobey such instructions.

No breach of condition is committed under these Conditions of Carriage where a person proves he was acting in accordance with any instructions or notice.

11. Waiver

NET Authorised Persons have authority to waiver or vary any of these Conditions of Carriage.

You agree to be carried on the journey stated on your ticket on the terms and conditions of the Conditions of Carriage and subject to the Byelaws

Approved by Arrow Light Rail Limited

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