

Terms and Conditions for “The Extra Mile” App

Acknowledgement and Acceptance

The use of the App and the Services is governed by the terms and conditions set out below, as updated by the Operator from time to time. By downloading the App and/or using the Services, a User is taken to have accepted the terms and conditions in their entirety and a contractual relationship is formed between the User and the Operator. The User is responsible for their compliance with these terms and conditions (including any updated versions).

Please ensure you read and understand the terms and conditions fully before using the app or the services.

If a User does not agree to these terms and conditions, they must not use the Services or the App. The User agrees that continued use of the App and Services shall be deemed to be consent to and acceptance of these terms and conditions of use.

These terms and conditions supersede any prior arrangement between the User and The Operator. The Operator may at any time update these terms, cease offering some or all of the Services or terminate the contractual relationship established above.

Amendments to these terms and conditions will be published on the Operator's website and Users shall be given a minimum of 30 days advance notice of material changes (e.g. by email or in-app notification), and a right to terminate if they do not wish to accept the amendments.

Users will require their own internet connection to use the application and will be responsible for any associated costs of data use. Users are responsible for enabling notifications from the App to ensure Users receive confirmation of the booking, notifications in relation to their trip any other updates or notifications from the Operator from time to time. Users may choose not to enable notifications however by doing so, User acknowledges that their use of the App may impact their use of the Services.

In addition, supplemental terms may apply to certain services, such as the use of WiFi on the Vehicles – these will be made available by the Operator on their website or at the time of use.

Definitions

In these terms and conditions, the following terms and definitions apply unless otherwise stated:

“App” means The Extra Mile customer application (app) available for download from the Google Play and Apple iOS stores.

“Associated Parties” include the Operator’s related entities, its contractors and subcontractors.

“Booking” means a confirmed agreement for the Operator to pick up the User at a nominated time and location and transport them to an agreed location.

“Conditions of Carriage” means the Operator’s Conditions of Carriage applicable to Users when using the Services, available on the:

- [Council’s website](#)
- [Council’s ‘Extra Mile’ webpage](#)

“Liftango” refers to Liftango Ltd incorporated and registered in England and Wales with company number 12760405, the provider of “The Extra Mile” App and associated software

“Service Region” means the geographical zone the service is available in.

“Services” means the provision of shuttle services by or on behalf of the Council within a dedicated Region and available to be booked by the User.

“The Extra Mile” refers to The Extra Mile demand-responsive transport service operated by Westmorland and Furness Council (the Operator)

“The Operator” refers to Westmorland and Furness Council

“User” means any individual that downloads the App and/or uses the Services.

“Vehicle” means a vehicle used by the Operator to provide the Services.

Description of the Services

Account requirements

To access the Services, Users will need to create an account in the App or by telephoning the number as stated by the Operator.

The creation of an account will require the provision of Personal Information. Liftango will treat all Personal Information provided by the User in accordance with [Liftandgo’s Privacy Policy](#).

By becoming a User, individuals warrant that they have the right, authority and capacity to enter into and abide by these terms and conditions and agree not to allow any other person access to their account.

To board a vehicle users must have a booking – Operator Vehicles will not, under any circumstances, pick up passengers hailing Vehicles or waiting at ranks.

Operator does not warrant that the app or the services will be accurate, reliable, secure, accessible or free from errors or defects. It is the responsibility of the user to investigate whether use of the services will meet their requirements.

Bookings

When is a Booking made?

A Booking is made on confirmation from the Operator and notification of the estimated pick up time is provided. Until a User has received this notification, no Booking will be accepted by the Operator.

The Operator reserves the right to refuse carriage to Users who do not have evidence of their Booking in the form of an App confirmation on their mobile phone which can be displayed to the driver on pickup.

Payments

Payment for journeys is made at the time of booking. Payment is taken via the App for app bookings. For telephone bookings, payment is taken on behalf of customers via the back-office software platform.

Fares

There is a flat rate for all journeys

All return fares are calculated as the single fare multiplied by 1.6.

Concessionary (senior citizen or disabled) pass holders are charged at 50% of the standard adult fare.

Holders of "A2B" travel cards are charged at 50% of the standard adult fare

Children and young adults (ages 5-20) are charged at 60% of the standard adult fare.

Children under 5 travel free of charge.

Customers travelling as companions to a disabled passenger are charged 50% of the standard adult fare. A maximum of 2 companions per passenger are eligible for this discount.

Refunds

Full refunds are available for user cancelled bookings up until 15 hours prior to travel. Journeys cancelled after this time will not be eligible for a refund.

In the event of a cancellation to the service, the customer will receive a full refund for any affected journeys.

In the event of disruption to the service, resulting in significant delay, the customer will receive a full refund for any affected journeys.

Multiple Passengers

Users must indicate and notify the Operator at the time of Booking if booking a trip for additional passengers to that User. A User acknowledges that a failure to notify the Operator at the time of arranging the Booking may entitle Operator to refuse carriage to the additional passengers and/or cancel the Booking in its entirety.

Seat allocation

The Services currently do not provide allocated seating and it is therefore the responsibility of the User to select a seat when they board the Vehicle. The safety of the User, including the use of seatbelts, is the responsibility of the User in all circumstances.

Age Restrictions / Minors

Children under 11 must be accompanied by a responsible person aged 16 or over. 11-13 year olds may travel unaccompanied with parental consent and registration on the booking system. Persons aged 14 years and over may travel unaccompanied without specific parental consent (unless there are safeguarding concerns that the Operator are made aware of).

Public Sector Equality Duty and Reasonable Adjustments

As a local authority providing a public transport service, the Operator shall comply with:

- the Public Sector Equality Duty (s.149 Equality Act 2010), requiring due regard to equality considerations.
- statutory obligations relating to disabled passengers and accessibility, including provision relating to assistance animals as set out in the Operator's conditions of carriage

The Operator shall:

- ensure full support for Users with assistance animals and
- be fully committed to reasonable adjustments and accessibility provisions within the Service.
- ensure that drivers are mindful of passengers' accessibility needs and offer assistance as appropriate

Changes to Bookings

You can cancel your trip through the App.

If a User repeatedly cancels trips without notifying the Operator in advance, the User may be automatically 'red flagged' in our systems and may not be able to book On Demand trips in the future.

It is mandatory for a User to ensure that they turn up for their bookings. If a User simply does not turn up for their booking without cancelling, the User will still be charged for the booking and if a User repeatedly fails to turn up for their booking without cancelling the booking, their account may be suspended.

Statutory Rights under the Consumer Rights Act 2015 (CRA 2015)

The Consumer Rights Act applies to these Services and nothing in these Terms and Conditions shall affect the User's statutory rights as a consumer.

The Operator also confirms that all liabilities set out in section 57 of the CRA 2015 cannot be excluded or restricted.

Conditions of Carriage

When using the Services, the User agrees to abide by all relevant regulations and policies, including but not limited to those set out on the [Extra Mile website](#).

The Operator's Conditions of Carriage can be found on the [Operator's website](#) and set out in the Operator's policies including those in relation to passenger behavior, luggage and assistance animals.

A failure to abide by any of the above may result in the Operator prohibiting a User from using the Services and/or suspending their account.

Privacy and Personal Information

Use of the App may require individuals to disclose personal information when creating their user profile. The App will also collect information about the Users use of the Services, including trips booked and payments made.

Any Personal Information collected, received and processed by Liftango via this App shall be held securely by Liftango and treated in accordance with [their privacy policy](#).

The information and data from these Services may be used to generate anonymized and aggregated statistical and analytical data and be used for the Associated Parties' internal research and product development purposes and to conduct statistical analysis and identify trends and insights. In addition, the Associated Parties' may supply the aggregated statistical and analytical data to third parties following the Operator's written consent.

Ownership of Intellectual Property

All Intellectual Property associated with the Services is owned by the Operator, its Associated Parties or the App unless otherwise specified. Through these terms and conditions, the User is granted a revokable, non-perpetual, non-exclusive license to use the App for the purposes outlined above and no other purpose. The Operator gives no warranties, and will not in any circumstances be liable for, the infringement of third-party Intellectual Property rights in relation to the Use of the App.

Any material (other than Personal Information) uploaded by the User will become the property of the Operator. This includes feedback comments, ratings of the Operator drivers or Services and promotional materials uploaded onto social media sites and pinned to the Services. By uploading any images or other materials onto public areas of the application, the User consents to the use of these in promotional material or other publications by the Operator.

Account Security

It is the responsibility of the User to:

- maintain confidentiality and security of their account and
- promptly notify the Operator of any suspected unauthorised access
- keep login credentials secure

If the User believes that their account has been compromised, they must contact the Operator to report the incident by email or telephone

Email: theextramile@westmorlandandfurness.gov.uk

Telephone: [0333 2406 965](tel:03332406965) (option 2, then option 4) Monday to Friday 9am to 3pm

It is also strongly advised that they immediately change their password using the forgotten password feature on the App. The Operator will then work with the app provider (Liftango) to resolve any issues.

Prohibited Use and Actions

Users are prohibited from:

- using the App or Service for any unlawful purpose.
- commercial exploitation of the App.
- providing false or misleading information on the App.
- attempting to hack, reverse-engineer, or disrupt the App or Services.
- harassment of drivers or other passengers.

Apple/Google Platforms

The App is downloaded via third-party platforms with their own terms.

Apple/Google are not parties to these Terms and Conditions and therefore owe no obligations to Users in respect of the Service.

Apple's App Store standard EULA terms and liability limitations apply to these Services.

The ultimate responsibility for the Services and the App sits with the Operator and not Google or Apple.

Third Party Rights (Contracts (Rights of Third Parties) Act 1999)

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and (where applicable) their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

Force Majeure

The Operator shall not be in breach of these terms and conditions nor liable for delay in performing, or failure to perform, any of its obligations under these terms and conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control (Force Majeure events)

Force Majeure events refer to events that result in a minor or severe disruption of the Services including but not limited to extreme weather, flooding, pandemics, industrial actions, vehicle breakdowns, mobile data outages, regulatory intervention or other events outside the control of the Operator.

In the event of a Force Majeure event, the Operator shall be entitled to notify the User as soon as practicable and suspend the Services. The User will be fully refunded for any journeys that cannot be fulfilled.

Limitation of Liability

The Operator will, at all times, use best endeavours to deliver the Services in line with these terms and conditions and the Conditions of Carriage.

To the extent permitted by law, the Operator and its associated parties are not liable for any loss (including direct or indirect losses, damage, liability or expenses arising naturally from the performance or non-performance (including any negligent or wilful act or omission) any breach or default by the operator or a third party) caused by or contributed to by the User's use of the app or the services.

Without limiting this section, the Operator will not be liable for any costs incurred by a user as a result of a cancelled service, including consequential damages or the cost of alternative travel arrangements, including without limitation for any failure to meet a subsequent journey on any form of transport.

Subject to the below, you are entitled to be compensated for any reasonably foreseeable loss or damage.

Indemnity

You agree to indemnify the Operator, and associated parties, as well as their directors, officers, employees and agents from any and all claims, liabilities, losses and expenses arising from or in connection with:

- your use of the App and/or the services;
- your breach or violation of any of these terms;
- the Operator's use of information provided by you (provided this is in accordance with our privacy policy); or
- your violation of the rights of any third parties, including third party providers and other Users

Suspension or Termination of Accounts

There is also the ability for comments and feedback to be left through the App – see the FAQs on The Extra Mile website for further information.

A series of poor ratings may result in the Operator prohibiting a User from using the Services and/or suspending their account.

Dispute Resolution / Complaints

The Operator values feedback, questions and concerns from Users in relation to the App and the Services and will endeavour to respond to all genuine enquiries as soon as possible.

All feedback and enquiries should be lodged at first instance using the service support line or by email:

- telephone: [0333 240 6965](tel:03332406965) (option 2, then option 4)
- email: theextramile@westmorlandandfurness.gov.uk

If you are not satisfied with the initial response, you can raise a complaint via the council's complaints team.

Email: complaints@westmorlandandfurness.gov.uk

[View the council's corporate complaints and compliments policy](#)

Notices

Any notice given to a party under or in connection with these Terms and Conditions shall be in writing and shall be sent by email to the addresses notified by the parties to each other from time to time (or an address substituted in writing by the party to be served).

Any notice shall be deemed to have been received:

if sent by email, at the time of transmission, or, if this time falls outside normal business hours in the place of receipt, when normal business hours resume.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

Waiver

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

Assignment

The Operator may on reasonable notice assign, transfer or deal in any other manner with any or all of its rights and obligations under these Terms and Conditions. The Operator may subcontract or delegate in any manner any or all of its obligations under these Terms and Conditions to any third party or agent.

These Terms and Conditions are personal to the User and the User shall not assign, transfer or deal in any other manner with any or all of its rights and obligations under these Terms and Conditions without the prior written consent of the Operator (such consent not to be unreasonably withheld or delayed).

General Provisions

Relationship between the Parties

In relation to the performance of Services, the Operator will provide the Services as an independent contractor and nothing in these Terms and Conditions will be construed so as to constitute the Operator as an employee of the User or constitute a partnership between the parties or so as to constitute either party as the agent or legal representative of the other party.

Applicable Law/Jurisdiction

The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and Conditions or its subject matter or formation (including non-contractual disputes or claims).

The use of the App and the Services will be governed and construed in accordance with the laws England and Wales and the User submits to the non-exclusive jurisdiction of the English courts.

Entire Agreement

This document records the entire agreement between the parties. The parties exclude all terms implied by law, where possible. Neither party has given any warranty or made any representation to the other party about the Services, other than those warranties and representations expressed in this document.

Severance

In the event that any term should be held to be unenforceable that term shall be read down or severed and the remainder of these terms and conditions shall continue to apply to the Services.

Contacting Us

If you have any questions regarding any legal aspect of this document, please send an email to: theextramile@westmorlandandfurness.gov.uk.