

Conditions of Carriage – The Extra Mile

1. Introduction

We value your custom and will endeavour to ensure you travel safely and in comfort on a clean, reliable Digital Demand Responsive Transport (DDRT) service.

This document contains the Conditions under which we carry you and applies to anyone who travels with us.

Our Conditions are consistent with the relevant statutory regulations, including those relating to the conduct of passengers and lost property and do not affect your statutory rights.

2. General conditions

We aim to provide a safe, reliable and punctual service but there are occasions when we are simply unable to do so due to factors outside of our control, such as:

- road works
- diversions
- exceptional traffic congestion
- vehicle breakdowns
- major events
- extreme weather conditions
- unforeseen operating circumstances

Wherever possible, we will take reasonable steps to advise you of any disruption to services, but in the event of cancellation, delay, diversion or termination of any service or the service being unavailable to you, we shall not be liable for losses, damages, cost or inconvenience that you suffer as a result.

We do not in any way exclude or limit our liability for death or personal injury resulting from our negligence, nor are your statutory rights as a consumer affected.

3. Conduct of passengers

We reserve the right to refuse you entry or require you to leave our buses or premises at any time, should we have reason to believe that your behaviour jeopardises the safety, security and comfort of others.

When travelling with us you must:

- follow the instructions of our staff and act in a manner which shows due regard for the safety and comfort of other customers and company employees
- wear a seatbelt, if the vehicle you are travelling on is fitted with seatbelts. You are legally required to do so
- notify a member of staff immediately if you sustain an injury whilst boarding, travelling on or getting off a bus
- always have due regard for the needs of our elderly, young and disabled customers

You must not:

- stand adjacent to emergency exits, the vehicle entrance, next to the driver or sit gangways
- smoke either conventional or electronic cigarettes
- behave in a manner that is abusive, threatening or cause offence to other customers or staff
- carry out any form of harassment, including sexual harassment, towards other customers or staff
- eat or drink items which make the environment unpleasant for other customers or otherwise cause offence
- consume alcohol
- play loud music or operate a personal device at a volume which may be heard by other passengers
- leave rubbish or discarded items on the bus
- wear soiled working clothes or carrying any soiled items which might stain the seats or cause other damage
- talk to the driver whilst the bus is moving, obstruct the driver's vision or otherwise distract them, except in an emergency
- distribute leaflets, papers or other articles or offer anything for sale or collect for charity without our prior written consent
- interfere with equipment fitted on the vehicle
- deliberately damage or deface any part of the vehicle

Intending customers who, in the opinion of the driver or other company officer, appear likely to behave in an antisocial manner may not be allowed to travel.

If you are in breach of these and other statutory regulations, you will be obliged to give your name and address to a council officer. Or you may be restrained or removed from the bus or our premises by a police officer or a community support officer. You may be refused further travel, without a refund.

We also reserve the right to take any other measures we consider necessary to protect the safety and comfort of our customers and staff. We may ban you (temporarily or permanently) from travelling with us following an incident of misconduct.

Buses and premises may be fitted with audio CCTV to provide added security for our customers and staff. Appropriate signage will be in place where audio CCTV is in use. Video and sound recordings are used solely for the monitoring of safety, security, service quality. They are also used in support of relevant criminal and civil legal proceedings and complaint investigation. We may provide images of you to the:

- police
- Driver and Vehicle Standards Agency (DVSA)
- Traffic Commissioner
- any other enforcement agency enforcement agency, at their reasonable request

Whilst we will do everything we reasonably can to control conduct of other customers, we cannot be held responsible for their conduct.

4. Getting on and off the bus

You must not:

- attempt to board or alight from a moving bus
- attempt to get on a stationary bus that is not at stopping point. For example, at traffic lights and road works
- use the emergency exits on any vehicle except in a genuine emergency

5. Carriage of wheelchairs, small prams and buggies

Wheelchair users and those using approved motorised scooters can access our vehicles via the lift at the rear of the vehicle.

Subject to space being available and the discretion of the driver, we will carry small prams and unfolded buggies within the designated area. This is when the space is it is not required by a passenger in a wheelchair or approved mobility scooter.

Passengers in wheelchairs have absolute priority by law. Prams and buggies must not block the aisle of the vehicle at any time.

You are, however, required by law to ensure that the designated wheelchair space is made available if a customer wishes to board with a wheelchair. Or, if no wheelchair user is travelling, a disabled buggy or approved mobility scooter.

6. Breastfeeding

We fully support a mother's right to breastfeed in public. Mums who wish to breastfeed are welcome to do so on all our bus services.

7. Carriage of bicycles and E-Scooters

We cannot carry non-folding bicycles on this service.

We may carry folding bicycles, subject to space being available. You must safely and securely stow the folding bicycle in the designated luggage area in a suitable bag or box.

If you have a non-motorised scooter, this should be stored securely in the lower deck luggage area.

We do not permit E-Scooters are not permitted on our services.

8. Luggage

In the interests of the safety and comfort of all of our customers, we restrict the size, type and quantity of luggage or other belongings which you can bring onto our buses.

We reserve the right to refuse permission for you to bring any item onto our buses. We reserve the right, at the discretion of the driver, to refuse:

- any large, unsuitable or awkward packages
- an excessive amount of personal hand luggage

You must also look after your luggage at all times, including at any bus stop.

Any liability for passenger luggage is only applicable where Westmorland and Furness Council as operator of the service are deemed legally liable for the loss or damage.

You remain responsible for any items you bring. You may not be allowed to travel if, for example, the available space for carriage of luggage is already full. Or, if, in the opinion of the driver, your luggage or belongings will block gangways and access to emergency exits on the bus.

We cannot be held responsible for any loss or inconvenience to you if you are refused travel under these circumstances.

We reserve the right to request that you open any article of luggage for inspection by the driver or other council officer in your presence if, for reasons of security, it we consider it necessary.

We will only carry fragile items if they are of reasonable size and securely packed, such as:

- electronic goods
- portable televisions
- computers
- radios

We will not be responsible for damage to such items however caused.

You may only carry paint if it is the original container if it is:

- in the original container
- properly sealed
- 5 litres or less

Certain items cannot be carried under any circumstances in the interests of safety. These include:

- accumulators
- explosives
- ammunition
- weapons
- combustible or otherwise hazardous materials including petrol

9. Animals

You may bring one well-behaved dog or other smaller animal to travel with you on our buses. It must not be a danger or nuisance for other customers or our staff. This is at the discretion of the driver, who may reasonably decide where on the bus the animal is best carried.

Where appropriate, your dog must be muzzled or put on a lead in accordance with the Dangerous Dogs Act. Small animals must be caged, boxed or kept on a lead. Any animal carried must remain under control and must not be allowed to sit on the seats.

If you bring an animal onto a bus, you will be held responsible for any damage, loss or injury arising from its presence on the bus.

We welcome guide dogs, hearing or other assistance dogs accompanying disabled people on to our services.

All dogs are expected to behave appropriately. If they fail to do so, we may ask for them to be removed from the vehicle removed from the vehicle.

10. Lost property

We will do all that we reasonably can to locate and return any property left on our premises or on one of our buses to its owner. If lost property is not claimed within a month, we will become the owner of the property and will dispose of it to a charity nominated by the Westmorland and Furness Council.

All computers, phones and other electronic items containing data will be securely wiped of all data and disposed of, with any proceeds donated to charity.

If you find lost property on a bus, you must hand it to the driver. Providing the item is not highly flammable and does not pose an explosive risk, it is not perishable or objectionable, then we will keep it for a month.

If you claim any item of lost property, you will be required to satisfy us that the item belongs to you. You must give us your name and address, and you may be charged an administration fee.

If the lost property is highly flammable or has explosive characteristics (for example, a product with lithium-ion batteries such as vapes or e-cigarettes) we will not keep the property. It will be securely disposed of upon return to our site.

If the lost property is perishable and is not claimed within 48 hours of being found, we will dispose of it as we think fit. If perishable property is, or becomes, objectionable or a health risk before the end of the 48 hour period, we reserve the right to destroy or dispose of it at any time.

If the lost property is contained in a package, bag or other container, we may open it and examine it in. This would be to trace the owner or identify the nature and value of the lost property.

To reclaim lost property, you should contact our Integrated Transport Team, stating on which service the item was lost.

Telephone: [0333 240 6965](tel:03332406965) (option 2 then option 4)

Email: theextramile@westmorlandandfurness.gov.uk

Under normal circumstances, you will need to collect the lost property from the our office or depot we are storing the lost property at. You will need to pay the cost of postage and packaging in advance if we agree to post the property back to you. Our arrangements comply with the relevant legislation.

11. Fares and ticketing

You must pay for your journey at the time of booking.

Whenever you board a bus you must:

- show the driver a valid app screen booking, or a form of photographic identification for telephone bookings
- upon demand, show to the driver any passes or other proof of discount you used at the time of booking – such as a concessionary pass, A2B card
- ensure this information is available for inspection by a Council Officer on demand throughout your journey. If you have your proof of booking on a mobile device, you must that it has sufficient charge

You are liable to prosecution if you do not hold a valid ticket, pass or other relevant documentation.

You may not break your journey when travelling on a single or return fare, unless our local publicity specifically advises that you can do this.

You may buy a return ticket, subject to availability. This is cheaper than two single tickets.

We will always carry children aged under 16 and those people who, in the opinion of the driver, are vulnerable, at risk or in distress, and unable to pay their fare. This is providing their name and address can be given, so that we may collect fare due later date. We may also collect any reasonable administrative costs.

Responsible passengers may travel with up to four children under five years of age free of charge. This is providing they do not occupy a seat that excludes a fare paying passenger or are seated in a buggy in an appropriate space on the vehicle. We will charge additional children as if they were aged five or over.

Discount rates for children and young people aged between 5 and 20 years of age apply to this service. Full details of these can be found in the [customer terms and conditions for this service](#).

12. Complaints

We welcome suggestions and complaints because they help us to improve our services and put things right when they have gone wrong. We want people to contact us rather than just stop using our services. We will handle complaints with tact and consideration and never take them personally. We know that customers want to be taken seriously more than anything else. When we have failed, we will offer a sincere, speedy apology and a genuine commitment to avoiding a repetition.

You can make a complaint by:

Telephone: Integrated Transport Helpline <tel:03332406965> (option 2 then option 4)

Email: theextramile@westmorlandandfurness.gov.uk

Post: Public Transport Team, Sustainable Transport and Highways, Thriving Places Directorate, Westmorland and Furness Council, South Lakeland House, Lowther Street, Kendal, LA9 4UF

We will investigate and deal with all suggestions and complaints whether in writing, by email, in person or by telephone.

We will provide a response as quickly as possible and always within one week of receipt, even if this is initially to explain what investigation needs to take place and how long this will take.

When comments or complaints are about matters outside our control, we will forward them to the relevant organisation and explain that we have done this.

The Bus Appeals Body (BAB) in England and Wales is a non-statutory committee offering an independent review of complaints arising from the operation of local bus and scheduled coach services. If you are not satisfied with our response, we will always pass on contact details for BAB.

13. Data protection

In any circumstances where we collect your personal data, in connection with a retail transaction, a customer survey or other purpose, we will only collect and process your data in accordance with the principles contained in the Data Protection Act 2018.

14. Amendments

These Conditions apply to “The Extra Mile” Digital Demand Responsive Transport (DDRT) service operated by Westmorland and Furness Council from 6th July 2026. These Conditions may be amended at any time. Any revision will be advertised on [our website](#). Revised leaflets made available through information outlets.

15. Legal notice

The governing law for these Conditions shall be the laws of England and Wales, and the Courts of England and Wales shall have exclusive jurisdiction.

Should any provision of these Conditions be invalid or unenforceable this shall not affect the validity and enforceability of the remaining provisions.

These Conditions constitute the entire agreement between Westmorland and Furness Council and its customers. None of our employees are entitled to alter or vary any of the provisions of these Conditions.