

Terms and Conditions of Carriage (herein referred to as the “Terms”) for West Midlands Bus On Demand (WM On Demand) services

1. Introduction

- 1.1 The Terms and Conditions of Carriage detailed here, and as amended from time to time, are those by which all West Midlands On Demand (WM On Demand) services are provided, including digital content via the WM On Demand application (app).
- 1.2 Please read these, and any other terms and conditions or information available (for example regarding use of the app), carefully before purchasing a ticket or pass, making a journey reservation, or utilising the services of WM On Demand.
- 1.3 Use of WM On Demand vehicles, and those of any partner operator or organisation, are subject to the Condition of Carriage, detailed in the section entitled “Our Responsibilities, Customer Behaviour and Conduct, and Conditions of Carriage”
- 1.4 These Terms and Conditions of Carriage replace any previous versions, come into force immediately, and remain current until they are republished. Staff working for or on behalf of WM On Demand, or any partner operator or organisation, have no authority to make any individual exceptions to these Terms and Conditions of Carriage.

2. About Us

- 2.1 West Midland Bus On Demand (WM On Demand) is a brand name of demand responsive bus services operated and managed on behalf of Transport for West Midlands (part of the West Midlands Combined Authority), 16 Summer Lane, Birmingham B19 3SD, by CoachScanner Ltd (Registered in England Number 10048340), whose registered office is 5 Albert Road, Southsea, Hampshire, United Kingdom, PO5 2SE, and Via Transportation, Inc., whose registered office is 160 Varick Street, 4th Floor, New York, New York 10013, their partners and subcontractors.
- 2.2 WM On Demand welcomes all queries, feedback, suggestions and comments:

By email: wmondemand@tfwm.org.uk

By telephone: 0345 034 8670

By post: West Midlands Bus On Demand
Transport for West Midlands
16 Summer Lane
Birmingham
B19 3SD

Website: www.wmnetwork.co.uk/ondemand

2.3 If you are not satisfied with the resolution of any dispute, Bus Users UK can review your case independently. Their details are:

Address: Bus Users England
Princes Exchange,
Princes Square,
Leeds LS1 4HY

Telephone: 0300 111 0001

Email: enquiries@bususers.org

Website: www.bususers.org

3. Definitions

“WMCA” - West Midlands Combined Authority

“TfWM” - Transport for West Midlands, (part of the West Midlands Combined Authority)

“Via” - Via Transportation, Inc.

“WM On Demand” - West Midlands Bus On Demand

“Partner Operator or organisation” - a third party operator or organisation who provides services as a subcontractor, on behalf of CoachScanner, Via Transportation, Inc., or Transport for West Midlands, part of the West Midlands Combined Authority, or is otherwise involved with these organisations.

“We” “Us” - West Midlands Bus On Demand (WM On Demand), provided by West Midlands Combined Authority, Transport for West Midlands (part of the West Midlands Combined Authority), Coach Scanner, Via Transportation, Inc.

“Company” - West Midlands Bus On Demand (WM On Demand), provided by West Midlands Combined Authority, Transport for West Midlands (part of the West Midlands Combined Authority), Coach Scanner, Via Transportation, Inc.

“Our” - provided by, belonging to, or of, West Midlands On Demand (WM On Demand), provided by West Midlands Combined Authority, Transport for West Midlands (part of the West Midlands Combined Authority), Coach Scanner or Via Transportation, Inc.

“Vehicle” - Bus, minibus, coach, taxi or private hire carriage but which the WM On Demands service is operated.

“Journey” - The act of travelling from the agreed virtual stop pick up point to the agreed virtual stop set down point,

“Virtual stop” - A predefined point within the defined area of service where our vehicles can be scheduled to pick up or set down Customers.

4. Acceptance of The Terms & Conditions of Carriage

- 4.1 By purchasing a ticket or pass, making a journey reservation, or utilising the services of WM On Demand by any means, you enter into agreement with the Company and agree to comply with these Terms and Conditions of Carriage.
- 4.2 If you are purchasing a ticket or pass or making a journey reservation for another person (whether you are travelling with them or not), then it is your duty to ensure that person is made aware of these Terms and Conditions of Carriage and that they agree to comply with them when utilising the services of WM On Demand. If you are an adult accompanying a child, it is your responsibility to make sure that the child also complies with these Terms and Conditions of Carriage.
- 4.3 We agree to carry you, and those booked by you, on the journey booked and subject to these conditions.

5. User & Traveller Details

- 5.1 Any individual aged 18 and over is entitled to register to use the service using the app. Those aged under 18, but aged 16 or over, may have their own accounts but only with consent from their parent/guardian.
- 5.2 All users, whether adult or child, are required to have a seat booked (whether there is a fare payable or not) for their journey. The only exceptions to this are babies if they are able to sit on an adult's lap.
- 5.3 At the time of booking you must indicate the number of people in your party who are travelling, regardless of age or fare payable. We reserve the right to refuse access to any additional people in your party.
- 5.4 The holder of the account that has booked a journey for more than one person, is responsible for the behaviour and conduct of all those travelling

under that booking. Behaviour and conduct requirements are detailed in the section entitled “Our Responsibilities, Customer Behaviour and Conduct, and Conditions of Carriage”.

6. Service Area

- 6.1 A “journey” is quantified as the act of travelling from the pick-up point to the set down point, where both the pick-up point and set down are predefined points (“virtual stops”) in the operational area as detailed, and on one of our vehicles.
- 6.2 In the event that a booked journey cannot utilise the booked virtual stop, we will endeavour to utilise a nearest available, suitable virtual stop.
- 6.3 Journeys can be tracked using the app.

7. Service Accessibility

- 7.1 Our drivers will assist wheelchair and mobility scooter users, disabled users and those requiring additional assistance to board our services, as per their legal requirements.
- 7.2 Users of wheelchairs and mobility scooters have priority use of the designated wheelchair space on our vehicles by law. It is required that non-wheelchair users vacate the designated wheelchair space where it is possible to do so.
- 7.3 Due to capacity constraints, or in the event that customers choose not to cooperate, we cannot guarantee availability of the wheelchair space on every service.
- 7.4 The maximum dimensions of a manual or powered wheelchair, or mobility scooter that can be carried on our vehicles are: 120cm long by 70cm.
- 7.5 Pushchairs and buggies can be carried unfolded on our vehicles in the space designated for wheelchairs and mobility scooters, but they must be folded down in the event that a wheelchair user wishes to board.
- 7.6 Customers have responsibility to ensure that their pushchair, buggy, wheelchair, mobility scooter, or anything else, is safely positioned in the designated area, and that it does not block any exit, emergency exit or aisle.
- 7.7 Customers must not bring any animal (with the exception of assistance dogs who have been trained by a member organisation of Assistance Dogs (UK)) onto the vehicle.

8. High Demand Services

- 8.1 If the demand for a particular journey is sufficient, we may operate a High Demand Service, which may be with a different vehicle or operate as an additional service.
- 8.2 Whilst we will endeavour to ensure the full livery and features of the WM On Demand brand are provided, a High Demand Service may not be in full WM On Demand livery or have some or all of the features of the standard WM On Demand vehicle.
- 8.3 High Demand Services will be provided by Accessible Vehicles

9. Service Registration and User Accounts

9.1 App

- 9.1.1 The app is available to download from the Google Play Store and the Apple app Store
- 9.1.2 To use the app you must create an account and register a username, password, valid email address and UK mobile telephone number. A means of payment must also be linked to the account before the first booking. This can be a Credit or Debit.
- 9.1.3 At all times you are responsible for your log-in details, ensuring the information stored in the account is accurate and up to date, and for any activity as a result of the use of your log-in details.
- 9.1.4 You must take reasonable steps to prevent any unauthorised use of your account, as you will be responsible for any activity that occurs under, or as a result of access through, your log-in details. You must notify us immediately if your account or account information has been compromised at any time. You will be solely responsible for any losses incurred by those operating under the WM On Demand banner due to any unauthorised use of your account.

9.2 Telephone

- 9.2.1 Customers can also create an account over the phone. By calling 0345 034 8670 a WM On Demand operative will take name and contact information to initially set up the account.
- 9.2.2 The customer will then be redirected to a secure, automated service into which they can input their payment details. This will be automatically assigned to their account and from that point the operator can book rides for that customer.

10. Fares & Concessions

- 10.1 WM On Demand will charge a fare for the journey, unless otherwise specified, which will be detailed in the app at the time of booking, or verbally when making a booking by telephone.
- 10.2 All fares are non-refundable, except as detailed in Section 13. Refunds.
- 10.3 Concessionary Passes are not valid for use on this service.
- 10.4 Options are available for "+1" tickets, where additional customers are booked to travel with the primary customers, and the primary customer will be charged a fare for the additional customers when they travel together.

10.4 "Ride Pass" Specific Conditions

- 10.4.1 "Ride Pass" products are available to purchase and will include a number of WM On Demand rides for a price specifically mentioned in the product.
- 10.4.2 "Ride Pass" products are valid for all journeys undertaken on the University of Warwick WM On Demand service and, when the journey is completed, one "Ride Pass" credit will be deducted from the holder's account.
- 10.4.3 One "Ride Pass" can be used for a single journey by the account holder, irrespective of the value of the single journey being undertaken
- 10.4.4 "Ride Pass" holders can book journeys for "+1" travellers, however these will be charged as an additional fee rather than being deducted from the "Ride Pass" credit on the holder's account.
- 10.4.5 Holders of a "Ride Pass" are not guaranteed a journey and will need to request journeys using the same methods as those who do not hold a "Ride Pass".
- 10.4.6 There is no limit to the number of "Ride Pass" journeys that can be requested or undertaken in any one day.
- 10.4.7 Any "Ride Pass" product is valid for 180 calendar days from the date of purchase. In the event of any need to amend or change this, a minimum of 30 days' notice will be provided to customers holding the product
- 10.4.8 Once a "Ride Pass" product has been used, or a journey has been undertaken using "Ride Pass", no refunds on unused portions will be available, with the exception of a change of validity mentioned in 10.4.7 when any requests for refunds or account credit will be considered on a case-by-case basis. Other refunds are detailed in Section 13. Refunds.

- 10.4.9 In the event of any refund needing to be processed in relation to a journey undertaken using a 'Ride Pass' this will be undertaken as an account credit, based on the journey booked.
- 10.4.10 "Ride Pass" products are not transferrable between customer accounts or customers.
- 10.4.11 WM On Demand reserves the right to withdraw the "Ride Pass" product at any time.
- 10.4.12 All other terms and conditions regarding the WM On Demand service apply to the "Ride Pass" product and journeys booked or undertaken using "Ride Pass"

11. Payments, Billing and Card Details

11.1 App

- 11.1.1 Fares will be shown through the app at the time of purchase, and will be charged once you have completed your journey.
- 11.1.2 Fares may vary based on demand, day and time of travel, and are subject to change.
- 11.1.3 All fares are non-refundable, except as detailed in Section 13. Refunds.
- 11.1.4 Fares will be charges to the payment option stored on your account.
- 11.1.5 If you are holding credit on your account, and you agree to auto-top-up of your account, this will take place if your balance falls below £4.00. Each auto-top-up will be for £10.00 credit.

11.2 Telephone

- 11.2.1 For none-app customers payments will be collected from their specified payment option after the ride is completed.

11.3 Receipts

- 11.3.1 For all users, a receipt will be sent to their specified e-mail address after each ride. This will specify ride details and costs.

12. Cancellation and No Show Policy

12.1 Cancellations by us

- 12.1.1 Cancellations may occur due to reasons including, but not limited to, Vehicle breakdowns, traffic and weather conditions. In the event that we cancel a trip before or during a journey the passenger will not be

charged. Any trip cancellations by WM On Demand will not register as “late” or “no-show” against any customer.

12.2 Lateness

- 12.2.1 DRT Services run on a real-time booking and dispatch system, therefore there is naturally a range of times that your trip may start and end based on factors including but not limited to other customer demand, traffic and routing.
- 12.2.2 The app will detail the range of times that your trip may start and end, however these are best estimates and are not guaranteed.

12.3 No Show

- 12.3.1 A booking will be treated as a ‘no show’ by the driver if the customer has not arrived 1 minute after the end of the arrival window time. Riders will be text a collection window of three minutes in advance of the bus arriving. This is in addition to live updates provided within the app.
- 12.3.2 Three ‘no show’ records in a three month window will result in the suspension of the customer’s account for a minimum of 30 days from the date of the third ‘no show’.

13. Refunds

- 13.1 No ride is charged unless completed. Therefore, refunds are only offered in specific scenarios, namely:
 - 13.1.1 Vehicle arrives to the destination 30 minutes or more after initial scheduled time of arrival at the destination.
 - 13.1.2 Drop off location had to be updated and was more than 400m from original booked drop-off location.
 - 13.1.3 In the event the customer was overcharged.
- 13.2 All applications for refunds need to be addressed to: wmondemand@tfwm.org.uk or by calling 0345 034 8670. We aim to review all cases within 10 working days.
- 13.3 All refund applications must relate to a journey within 3 months of the application date.

14. Communications & Marketing Policy

- 14.1 By registering to use the app, or creating an account, you agree that you have read and understood both the WMCA's Privacy Policy, which is available through <https://www.wmca.org.uk/policies> and WM On Demand's Privacy Policy, which is available through: <https://www.wmnetwork.co.uk/ways-to-travel/buses/wm-on-demand/privacy-policy/>.
- 14.2 The WMCA, TfWM, CoachScanner and Via may communicate with you by telephone call, text message, email, or through app-based messaging and notification. posting a notice via the app to your mobile device. By registering, you also agree to receive this communication for customer service purposes. If you have agreed to receive details regarding other services and offers, or those supplied by third party providers, we will also contact you with information about these offers using these methods of communication.
- 14.3 We may send you an SMS text message to the telephone number you provide upon registering through the app. This may occur when you register initially through the app, upon booking a Journey, as the vehicle on which you'd be travelling is approaching and arriving at the designated pick-up location, and when you reset your password. Text message and data charges may be applied by your network provider. Registering through the app is your consent to receive these SMS text messages.
- 14.4 Registering to use the app, setting up an account, and providing personal information is your consent that we may communicate with you electronically regarding security and administrative issues relating to your use of your account and the app. We will notice you of any potential security breaches, and you may request that we notify you of any security breaches in writing.

15. Our Responsibilities, Customer Behaviour and Conduct, and Conditions of Carriage

- 15.1 By purchasing a ticket or pass, making a journey reservation, or utilising the services of WM On Demand by any means, you enter into agreement with us.
- 15.2 These Conditions of Carriage apply whilst you are travelling on our vehicles, and reflect our and your legal obligations.
- 15.3 We want to make your journey as comfortable and reliable as possible. To help us provide a pleasant environment for customers and staff we require some behaviours and prohibit some other behaviours. Failure to comply may result in requests to leave the vehicle, travel being refused (either one-off or permanently), and involvement of the police. If any action is taken as a result of prohibited behaviours, we will not be liable for any inconvenience, injury, damage, loss or cost incurred or suffered as a result.

15.4 Required behaviours

Customers, and those travelling, are required to:

- 15.4.1 Comply with any request or instruction from any representative of the Company, Partner Operator or Organisation.
- 15.4.2 Behave in a lawful, sensible and reasonable manner whilst on the vehicle, at any pick up or set down point, and in any dealings with the Company, Partner Operator or Organisation.
- 15.4.3 Use mobile phones and other electronic devices in a considerate manner whilst on the vehicle.
- 15.4.4 Report any suspicious or dangerous items or behaviour, if safe to do so.
- 15.4.5 Advise staff immediately if an injury is sustained or any member of the travelling party becomes unwell during the journey.
- 15.4.6 Vacate the designated wheelchair space when it is needed by a wheelchair user. or when requested to do so by any representative of the Company, Partner Operator or Organisation.
- 15.4.7 Take their rubbish with them when leaving the vehicle.

15.5 Prohibited behaviours:

Customers, and those travelling, must not:

- 15.5.1 Board or alight the vehicle in any location other than virtual bus stops, or safe locations at the discretion of the driver.
- 15.5.2 Stand in the vehicle whilst it is in motion.
- 15.5.3 Distract the driver whilst the vehicle is in motion, except in the event of an emergency.
- 15.5.4 Obstruct, or allow any property to obstruct any aisle, exit or emergency exit on the vehicle
- 15.5.5 Bring any animal (with the exception of assistance dogs who have been trained by a member organisation of Assistance Dogs (UK)) onto the vehicle.
- 15.5.6 Wear unsuitable footwear whilst on the vehicle (including but not limited to roller skates, rollerblades, ice skates, football boots or studded footwear)

- 15.5.7 Behave in any way that is, or is perceived to be, threatening, abusive, or causes offence, discomfort, damage, injury, inconvenience or danger to other customers, our staff, or any property, or endangers themselves or others.
- 15.5.8 Obstruct or interfere with any driver, representative of the Company, Partner Operator or Organisation in the performance of their duties, or fail to comply with their instructions.
- 15.5.9 Damage, misuse or interfere with any equipment or fittings on the vehicle.
- 15.5.10 Wear soiled or dirty clothing, or put feet on seats.
- 15.5.11 Play any music, electronic devices or musical instruments that are audible or distracting to anyone else on the vehicle.
- 15.5.12 Smoke onboard any vehicle (including e-cigarettes).
- 15.5.13 Board any vehicle whilst under the influence of alcohol or drugs (other than medicines)
- 15.5.14 Bring or consume onboard any alcoholic drinks or drugs (other than medicines) or items of food (including hot or strong smelling food) or drink that may cause a hazard or offence. Hot drinks may only be brought onto the vehicle if they are fitted with a lid to avoid spillages.
- 15.5.15 Commit a criminal offence or undertake any illegal or prohibited activity.
- 15.5.16 Distribute any material (including for charity), solicit or offer for sale any items, without prior written permission from the Company, Partner Operator or Organisation.
- 15.5.17 Bring any form of cycling vehicle (including but not limited to fold-up bikes, push bikes, unicycles) or e-scooter onto the vehicle.
- 15.5.18 Board any vehicle whilst seriously unwell, or if suffering from any serious contagious disease (including COVID-19).
- 15.5.19 Film for any commercial or professional purpose onboard any vehicle, without prior consent. Filming for personal or private purposes is permitted provided that it does not cause offence or distress to anyone on the vehicle. If a driver or any other representative of the Company, Partner Operator or Organisation requests filming to cease, compliance with this is required.
- 15.6 Personal belongings and small items of luggage can be carried at the owner's risk and driver's discretion. Customers are responsible for the safe handling, and stowage of their items during the journey.
- 15.7 Larger items of luggage that cannot be safely stowed at your seat, or using luggage facilities available on the vehicle, are not permitted.

- 15.8 Hazardous or combustible materials, explosives, weapons or other items that may present a danger to anyone on the vehicle or the vehicle itself, are prohibited.
- 15.9 Paint and varnish products are not permitted to be carried on the vehicle.
- 15.10 CCTV may be in use on our vehicles, recording images and sound, for the purposes of safety, security and crime prevention, and this may be shared with the police or prosecuting authorities as evidence in legal processes. All CCTV systems are operated in accordance with relevant legislation, including the Data Protection Act 1998.
- 15.11 We will not be liable to you as a result of any act or failing by any other customer on the vehicle. Customers will be liable to us and / or other customers for any injury, damage, loss or cost incurred or suffered as a result of their action, inactions or items brought onto the vehicle.
- 15.12 Events outside our control may cause us to alter or cancel some or all services. Whilst we will do our utmost to overcome delays and keep customers informed. we cannot be held liable for any inconvenience, injury, damage, loss or cost incurred or suffered as a result.
- 15.13 We are liable to you for any injury or damage as a result of our negligence.
- 15.14 The above conditions are governed by the laws in England and Wales, as deemed applicable. Any condition herein found subsequently to be invalid by a court or competent authority has no effect on the validity of any other condition. These conditions do not affect your legal rights.

16. Liabilities

- 16.1 We may be responsible for reasonable and predicted loss or damage if it is caused by us, our failure to comply with the terms we have set out, or our failure to apply reasonable care and attention. Loss or damage may be considered predictable if it is apparent that it may or could reasonably happen.
- 16.2 Our liability to you is not limited in any way, where it would be unlawful to do so, which includes, but is not limited to personal injury death caused by our negligence.
- 16.3 The app is intended for private use, and we have no liability for its use beyond this. We may change any aspect of the app or service provision at any time, without notice or liability.

- 16.4 We are not responsible or liable for the actions of users when they use the app, nor the accuracy of information contained within.
- 16.5 We are not responsible for the actions of third parties in relation to the services we provide, or any disagreements you may have with third parties.

17. Disclaimer

- 17.1 You remain solely responsible for your actions when accessing and using the app and the contents that are available through the app.
- 17.2 Whilst we endeavour to ensure the reliability and accuracy of all content on the app, any reliance on third party content is at your own risk.
- 17.3 You must only use the app for its intended purpose, and in compliance with any applicable laws and legislation.
- 17.4 You must not:
 - 17.4.1 use the app for anything illegal, or generate penalties or liabilities towards us.
 - 17.4.2 plagiarise or try to damage the app or undermine its functions in any way, nor seek to steal or gain unauthorised access to any part of the app or its users' information.
 - 17.4.3 link to app without permission.
 - 17.4.4 upload false information, impersonate someone else, or misrepresent anyone or anything.
 - 17.4.5 post any content or material, advertising or marketing, or store personal or sensitive information about any other person, or that violates another person's rights.

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