



Conditions of Carriage

Arriva Malta Limited Conditions of Carriage

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Conditions of Carriage of Arriva Malta Limited (hereinafter referred to as “Arriva Malta”)

Introduction

These Conditions of Carriage

- Set out your rights, any restrictions on those rights, and your obligations as a customer of Arriva Malta
- Are those under which Arriva Malta carries any person and their property
- Apply to any ticket issued by Arriva Malta or its agents and any contract to carry any person or their property entered into by Arriva Malta.

All persons who travel on a bus service provided by Arriva Malta shall be deemed to have agreed to be carried according to these Conditions.

The Conditions are consistent with statutory regulations including, the Passenger Transport Services Regulations (S.L.499.56), the Authority for Transport in Malta (Enforcement Officers) Regulations (S.L.499.51) and the Consumer Affairs Act (Chap.378 of the Laws of Malta), and do not affect your statutory rights.

Our customer promise

We value your custom and welcome customers from all communities that we serve. Here we outline the quality of service that we promise to deliver to you.

- We aim to ensure that you have a safe, comfortable journey on a clean, environmentally friendly, air-conditioned, and well-maintained vehicle.
- You will be able to identify your Arriva bus by its distinctive aquamarine and cream colours
- The route number and destination of the vehicle will be clearly displayed on the front and nearside of the bus whilst the route number only will be shown to the **rear.**
- For your security and safety all our buses will be fitted with CCTV surveillance cameras.
- Your bus will be driven by a professional driver wearing a uniform and they will be able to communicate fluently in the Maltese language and shall have a basic understanding and use of the English language.

- We will always endeavour to be helpful, courteous and treat people with respect
- We are committed to providing a range of good value tickets, so that you can choose the one that suits you best

Your comments and feedback

- We will make it easy for you to tell us what you like or don't like about our services via our customer services hotline. This hotline number will be displayed on all our buses and will be available between 0700 hours and 1900 hours. Feedback can also be provided in writing: please refer to the Talk to Us section on our website www.arriva.com.mt. for further contact details.
- We will respond to customer comments as soon as practicable but no later than within:
 - for SMS messages - 10 minutes
 - for E-mails - 24 hours
 - for written correspondence - 5 days.
- You can also use the customer services hotline to report, in a confidential manner, any misbehaviour by any person involved in the provision of the Services. Reports with respect to harassment or aggravations will be investigated urgently and the appropriate action taken as soon as possible.
- The customer services hotline may also be used to report any accident or emergency.

Limitation of our liability to you

We try to run all our buses on time. However, some things outside our control such as traffic congestion, road works or extreme weather conditions might affect your journey. We will work with others to reduce the impact on customers wherever and in whatever ways this may be possible at the time.

In the event of the cancellation, withdrawal, delay, diversion or termination of any service, or in the event of the service being otherwise unavailable to you due to the service being fully occupied or otherwise, we shall not be liable for any losses, damage, costs or inconvenience that you suffer as a result.

If a particular bus stop is not going to be used, for any reason, we will post a notice to this effect at least 5 days in advance of the event and such notice will also indicate the nearest alternative stop.

Any changes to timetables will be published on the relevant bus stops and on our website at least 5 days prior to the commencement of such changes.

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.

Conduct of Passengers

We reserve the right to refuse entry to or require you to leave our buses at any time for reasons of safety or because of your conduct. If you disobey such a request you may be immediately removed from the bus by the Police.

Police officers in uniform or in possession of a valid police identification document can travel free on our services. Authorised officers of Transport Malta can also travel free in order to carry out any inspections.

When travelling on our buses, you are subject to these Conditions. Failure to comply with the statutory regulations or those set out in the Conditions may result in us refusing to permit you to travel or continue to travel. In particular, you must not

- Smoke at any time in any part of the bus or carry any lit pipe, cigar, cigarette, match or lighter on the bus
- Speak or behave in a manner that is abusive, threatening or likely to cause offence to other passengers or staff. Intending passengers who in the opinion of the driver appear likely to behave in an inappropriate manner or to be under the influence of alcohol, drugs or solvents may not be permitted to travel.
- Except in an emergency, speak to the driver whilst the bus is in motion, stand forward of the cab area, obstruct the driver's vision or otherwise distract the driver from his / her duties
- Obstruct any emergency exits, the vehicle entrance next to the driver, gangways or other locations on the bus in any way that would inhibit safety
- Wilfully damage, deface, soil or otherwise misuse any fixture, fitting or other part of the vehicle including the seating, or attach any article to or throw any article from the vehicle
- Take part in any other form of criminal activity or carry dangerous or legally prohibited items onto the vehicle in any way
- Consume any type of alcohol or items of food or drink which may make other passengers' journeys unpleasant or otherwise cause offence
- Play or operate any musical equipment (including radios, walkman, and mobile phones) or instrument in a manner which may cause annoyance to other passengers.
- Wear rollerblades, skates or unsuitable footwear whilst on board our vehicles for safety reasons
- Wear motorcycle helmets, ski masks or any type of headgear with a deliberate intention to hide your identity whilst on board our buses for security reasons

- Allow small children to be uncontrolled at any point when boarding, alighting or travelling on our services

You must at any time have due regard for other passengers and our staff, and follow any instructions made by staff in relation to safety and the capacity of the bus. Every bus carries details of the maximum numbers of passengers it is permitted to carry and in what way passengers can be carried.

Large school parties should be supervised by responsible adults and if you can provide us with advance notice of your travel plans we can endeavour to assist you.

You must inform a member of staff immediately if you sustain an injury whilst boarding, travelling on, or alighting from a vehicle.

Priority seating is provided on all buses for use by persons with mobility impairment, pregnant women, persons carrying infants and the elderly. You are kindly requested to vacate such seating in favour of the aforementioned categories of passengers.

Any passenger in contravention of these and other statutory regulations may be required to give their name and address to a member of staff. Passengers may be restrained or removed from the bus or our premises by a Police Officer, at our request, if they are in breach of the law. We may also cancel your ticket without refund and take any other measures we consider necessary to protect the safety, well-being and comfort of our employees and other passengers.

Whilst we will do everything that we reasonably can to control the conduct of other passengers on our buses, we cannot be held responsible for their conduct.

Boarding, alighting and stopping places

Buses will stop to pick and set down passengers at recognised stopping places which are normally identified by a "Bus Stop" sign. If you wish to board a bus, you should indicate clearly to the driver of an approaching bus. You must not attempt to board or alight from a vehicle which is moving, or standing still at locations other than recognised stopping points. At bus stations, passengers cannot be picked up at any place other than the official boarding point or stand for safety reasons. Shortly before the bus reaches your intended alighting point, you should alert the driver by ringing the bell.

Fares and Ticketing

General

When you board a bus, on each occasion you must either

- Pay the fare for the journey you intend to take whether requested to do so or not

Or

- Show the driver a valid ticket, pass, or other form of authority to travel, together with any photo-identity that may be required, which the driver will check to confirm its validity for the journey you are making.

Fares are charged in accordance with the fare table, determined by Transport Malta, a copy of which can be found on our website www.arriva.com.mt. Please note that different fares apply to Night Services and you may not break your journey when travelling on such services. You should ensure that you are given a new ticket issued from the ticket machine which corresponds with the amount you have paid and is valid for your journey. You should check any change and point out any discrepancies to the driver immediately as we cannot correct mistakes later.

We do not accept on bus payments by cheque or credit/debit cards in any circumstances; drivers may also not have sufficient change for large bank notes at certain times so please try and tender the exact fare whenever possible. Payments by credit or debit card are only accepted at Arriva outlets or via our website for purchase of our portfolio of Saver tickets. Ticket Vending Machines also accept credit cards and some debit cards.

You must safely retain your ticket, pass or other relevant documentation for possible inspection by an Official throughout your journey. If you are unable to show this or if it has expired or been altered or tampered with, you will be liable to pay another fare for the journey together with a penalty fare of €10. Any passenger who fails to pay the penalty fare shall be guilty of an offence. We will not refund you this fare if you later find the missing ticket or other document.

When you complete the journey you have paid for, or the validity of your pass or other relevant documentation expires, you must leave the bus or pay another fare to continue to your intended destination. It is your responsibility to have a valid ticket for the whole journey.

If you do not hold a valid ticket, pass or other relevant documentation you will be liable to pay the fare for the journey together with a penalty fare of €10. Any passenger who either negligently or wilfully fails to pay the fare due commits a criminal offence and shall be liable on conviction to a fine.

Except where it is specifically stated to the contrary, tickets, passes or other relevant documentation are not transferable from the person they are issued to. You cannot use a multi-journey ticket for more than one person during the same journey.

There is a separate fare structure for the Island of Malta and the Island of Gozo and therefore tickets purchased for travel in one of the islands does not entitle the holder to onward travel in the other island without purchasing a further ticket. The only exception to this rule is that persons who hold a valid photo identification card issued by the Government of Malta, attesting their residential address in Gozo can travel free within the Island of Gozo upon presentation of a period ticket (of 7 days or more) which is valid for travel within the Island of Malta.

If in special circumstances you are unable to pay for your intended journey, the driver will at their discretion accept you for travel only if your journey is deemed necessary

and if you are able to give details of your name and address with some supporting identification to satisfaction of the driver. Vulnerable customers, children under 16 and people who in the opinion of the driver are in distress and unable to pay their fare will be carried at all times providing their name and address can be given in order that the fare due may be collected, together with administrative costs where appropriate, at a later date.

Child fares

There is no charge for children under three years of age provided they are accompanied by another passenger who is travelling on a valid basis. In the event that all seating on a bus becomes full it would be appreciated if such children could seat on the accompanying adult's lap.

The child fare rate applies to persons who are between 3 and 10 years of age. Where the driver reasonably doubts the age of a child, they may be required to pay the adult fare.

Student fares

Student fares are available to persons between 11 and 16 years of age, inclusive, and any person who can provide evidence that they are enrolled in a full time course, the duration of which is at least 3 months, with an educational institution registered with the Ministry responsible for Education in Malta.

Elderly persons

The elderly person's rate applies to persons who are in possession of a valid Kartanzjan Card issued, in their name, by appropriate Government Department. Persons over sixty years of age that do not produce the Kartanzjan will be charged the full adult fare.

Persons with disabilities

Person's with disabilities that require use of a wheelchair will be allowed to travel free of charge on all services. This concession is given to enable such passengers to focus on a safe boarding, and the positioning and securing of their wheelchair in the space allocated for wheelchairs.

Concessionary travel

If you hold a valid reduced fare permit or a Saver Card, please show this to the driver every time you board an Arriva bus. The validity of individual passes is determined by Transport Malta and/or Arriva Malta.

Further information on all of our ticket range and how certain types of ticket can be purchased off-bus can be found on the www.arriva.com.mt website.

Carriage of Wheelchairs, Buggies and Bi-cycles

Subject to a space being available and always at the discretion of the driver, we will carry one wheelchair (without the need from third party assistance) or up to two buggies, prams or pushchairs on a bus. Any item using the ramp must be no heavier than the weight limit shown.

The dimensions of the priority area generally permit the carriage of a wheelchair up to a maximum size of 120cm long by 70cm wide.

During travel, buggies, prams, pushchairs, wheelchairs, shopping trolleys must be safely positioned within the low floor area and / or priority space so that they are stable and do not cause an obstruction or hazard to other customers.

Drivers will advise of any circumstances where it is not possible to allow wheelchair users to travel safely. This includes their own health, safety and security as well as that of the disabled customer, other passengers or members of the public, or the vehicle and its equipment.

The driver has the discretion to require that pushchairs and buggies are folded at busy times, or to request occupants of the designated area to move elsewhere on the vehicle if a customer wishes to board with a wheelchair. You should co-operate in allowing proper use of the priority space by vacating it if necessary in favour of a wheelchair user.

Purpose built folded cycles carried by the user in a holdall may be accommodated in appropriate luggage areas on vehicles where safe to do so and with consideration for other customers or their belongings. Unfolded cycles are not carried on our buses.

Mobility scooters will not be carried on our buses.

Luggage

Except for our equipped buses with luggage pens, in the interests of safety and for the comfort of all our customers, we reserve the right to refuse or restrict the size and type of luggage or other belongings that you can bring on our buses. You may bring small items of luggage or other belongings with you at the discretion of the driver, providing they are not bulky or are likely to present a danger or nuisance to other passengers or staff. You remain responsible at all times for the safe carriage, stability and handling of any items you bring on board, including liquids or paint which must be in sealed containers and within appropriate bags.

You may not be allowed to travel if 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, or if you suffer loss or damage to luggage or other belongings whilst on the bus.

Combustible or otherwise hazardous objects or materials cannot be carried under any circumstances in the interests of safety. These include unsealed heavy batteries and petrol. However, customers who use a single portable oxygen cylinder or unit for personal medical reasons will be carried subject to a limit of one cylinder on the bus at any time. Cylinders should always be stored or handled in accordance with supplier's or manufacturer's instructions.

Animals

Guide dogs, hearing dogs and assistance dogs will be carried at any time.

All other animals, that will not be a danger or nuisance to other passengers or staff, are allowed to travel on our services only if they are placed in suitable containers or carriers and held on the accompanying person's laps. If you bring any animal onto a bus, you will be held responsible for any damage, loss or injury arising from its presence on the bus.

Lost property

We will do all that we reasonably can to locate and return any property left on our buses to its owner. If you find lost property on a bus, please hand it to the driver.

Unless the lost property is reclaimed by the person who lost the item within fifteen minutes (15) minutes and providing the item is not perishable or objectionable, we will forward the lost property to a Police Station within twenty four hours.24 hours, where it can be collected by the owner.

Miscellaneous

These Conditions constitute the entire agreement between us and you. None of our employees is entitled to alter or vary any of the provisions of these Conditions of Carriage. We reserve the right to amend certain conditions at any time without specific notice.

Arriva Malta Limited
3rd July 2011
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