



Transport Delivery Committee

Date	11 June 2018
Report title	Midland Metro Limited Conditions of Carriage
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Report to be/has been considered by	Councillor Roger Horton – Lead Member Rail and Metro

Recommendation(s) for action or decision:

The Transport Delivery Committee is recommended to note the report:

1. Note the contents of the report
2. Approve the proposed Conditions of Carriage for Midland Metro Limited

1.0 Purpose

- 1.1 To inform Transport Delivery Committee of the proposed Conditions of Carriage for Midland Metro Limited.

2.0 Background

- 2.1 On the 24th June 2018, Midland Metro Limited (trading as West Midlands Metro) will commence operation of Midland Metro tram service, under the terms of a Public Service Contract awarded by the West Midlands Combined Authority.

- 2.2 In preparation for transition Midland Metro Limited as the incoming operator, have prepared new Conditions of Carriage which are proposed to come into effect on the 24th of June.
- 2.3 A copy of the proposed Conditions of Carriage are shown in Appendix A. The changes from the existing Conditions of Carriage in effect on Midland Metro are immaterial but reflect the required changes due to change of operator.
- 2.4 In accordance with Midland Metro System Byelaws the conditions of contract in relation to the carriage of persons upon metro must be approved by West Midlands Combined Authority.
- 2.5 Accordingly the Conditions of Carriage are presented to Transport Delivery Committee as a formality and for approval in advance of the new operator Midland Metro Limited commencing operation.

3.0 Financial Implications

- 3.1 There are no financial implications from this report.

4.0 Legal Implications

- 4.1 Legal have been consulted on the proposed Conditions of Carriage and their proposed amends have been incorporated into the final proposed draft set out in Appendix A.

[PUBLIC]

Appendix A. Midland Metro Limited Conditions of Carriage

**Midland Metro Limited
Conditions of Carriage**

24th June 2018

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1. Introduction

- 1.1 This document contains the Conditions of Carriage (“Conditions”) relating to West Midlands Metro.
- 1.2 The Conditions set out your rights and obligations under the contractual relationship between us. We also draw your attention to separate legal requirements including the following:
 - the Byelaws – a copy of which is available at www.westmidlandsmetro.com or Midland Metro Limited, 16 Summer Lane Birmingham, B19 3SD.
 - the rights of customers under the Unfair Contract Terms Act 1977 or any statutory modification or re-enactment of it.
- 1.3 These Conditions replace all previous versions. They are valid until further notice but may be amended from time to time. They come into force from the date shown on the front cover, and subject to the above will remain in force with any amendments we make, until they are re-published. A copy of the most up to date version is available at www.westmidlandsmetro.com or you may obtain a copy from Midland Metro Limited, 16 Summer Lane, Birmingham, B19 3SD.
- 1.4 Our staff and agents have no authority to make individual exceptions to these Conditions.
- 1.5 We may alter these Conditions at any time without notice if required by law or trading regulations.
- 1.6 Any contract for travel on West Midlands Metro is with Midland Metro Limited (trading as West Midlands Metro) who operate and maintain the system on behalf of West Midlands Combined Authority.
- 1.7 You agree to be carried on the journey stated on your Ticket on the terms of these Conditions and subject to the Byelaws.

2. Useful Contacts

- 2.1 We aim to be fair and responsive in all our dealings with our customers. Comments about our service or suggestions for improvement are always welcome. If you have a problem with your journey, and it cannot be resolved on the spot, you should contact West Midlands Metro Customer Services at:

West Midlands Metro Customer Services
16 Summer Lane
Birmingham
B19 3SD

Telephone: 0345 835 8181

Email: customerservices@westmidlandsmetro.com

3. Explanation of Terms

- 3.1 “Byelaws” means the Byelaws relating to Midland Metro as enacted under the Midland Metro Act 1989.
- 3.2 “Company” means Midland Metro Limited, trading as West Midlands Metro.
- 3.3 “Conductor” means the person who is at the time responsible for selling Tickets on the particular tram.
- 3.4 “Driver” means a person employed and authorised to drive any or all of the Company’s tram’s and who is for the time being responsible for driving the particular tram.
- 3.5 “Inspector” includes any person authorised by the Company to supervise, inspect or control any of its tram’s.
- 3.6 “Authorised Officer” means any member of staff, police officer, or any other individual authorised by the Company to inspect Tickets and passes and enforce these Conditions. This includes but is not limited to Drivers, Conductors and Inspectors.
- 3.7 “Ticket” means any ticket, travel card or pass issued and/or accepted for travel on the tram.
- 3.8 “Photocard” means a card with a serial number bearing a photograph of the person to whom it was issued to.
- 3.9 “Penalty Fare” means a fare payable by a person not in possession of a valid Ticket for a journey being made in accordance with notices displayed on the tram. The fare currently being £10 in accordance with the Midland Metro (Penalty Fares) Act 1991.
- 3.10 “Validity/ valid” governs where and when a Ticket can be used.

4. Provision of Services

- 4.1 We aim to provide a safe and reliable service. Sometimes we cannot run our services at the advertised times or frequencies due to circumstances beyond our control. We reserve the right, when necessary, to alter timetables, re-route or suspend trams serving a station or tram stop or section of a line, without giving prior notice. We will only do this for good reasons and if it happens, we will do our best to tell you why.
- 4.2 Our services are often heavily used so we cannot guarantee to carry you, or provide you with a seat on a particular tram.
- 4.3 We will not be liable for any loss, damage or inconvenience arising from the suspension, cancellation or alteration of any services. Neither will we be liable for the failing of any tram operating any service to start or finish its journey at the times appearing in the timetable, nor from any delay in the operation of any service.
- 4.4 The Conditions between the Company and a customer is limited to journeys on the Company’s trams and the liability of the Company is limited accordingly. Whenever the Company makes arrangements for customers to be conveyed on any other form of transport whatsoever the Company does so as an agent only.
- 4.5 These Conditions will not affect customers’ statutory rights.

5. Safety and Comfort

- 5.1 Our highest priority is to ensure that all customers are carried safely and securely. To help us achieve this, it is essential that you always follow any instructions given by an Authorised Officer and observe safety notices on the tram. In the interests of safety, you may be required to leave the tram at any time.
- 5.2 For safety reasons customers must not attempt to board or alight when the on-board tram door closing signals are sounding. We accept no liability for any injury caused by a failure to follow this condition of carriage.
- 5.3 CCTV is in operation on our trams and tram stops. CCTV images may be recorded for the purpose of crime prevention, detection, legal proceedings and public safety. Images of alleged offenders may be passed to the police and be used in a court of law.
- 5.4 You must ensure that you comply with our Byelaws. Section 1 of this document details where these can be obtained. You may be prosecuted for breaching the Byelaws.
- 5.5 To ensure we operate all services in a safe manner, customers should not:
- a. put at risk, unreasonably impede, or cause discomfort to other customers or an Authorised Officer;
 - b. throw or trail any item from the tram;
 - c. distract the driver's attention without reasonable cause;
 - d. intentionally interfere with any equipment with which the tram or system infrastructure are fitted;
 - e. carry any article or substance which constitutes a risk of injury to the Conductor, Driver or any other customer, or any risk of damage to the tram or other customer's property;
 - f. smoke or carry lighted tobacco or other substances or light a match or cigarette lighter on the tram;
 - g. use any 'e cigarette' or similar product whilst on the tram;
 - h. use emergency doors or windows other than in the event of an emergency or when directed to by a Conductor, Driver or an Inspector;
 - i. behave in a way that we consider to be anti-social;
 - j. use roller skates, roller blades, scooters or skateboards on the tram;
 - k. stand in parts of the tram where standing is prohibited.
- 5.6 Customers with pushchairs, luggage or shopping must ensure that they do not obstruct the tram aisles.
- 5.7 Standing customers and those boarding or waiting to alight must hold onto handrails where available.

6. Tickets and Fares

- 6.1 You must have a Ticket (and a Photocard if required) that is valid for the whole of the journey you are making. If you are not already in possession of a valid Ticket for your journey, you must make yourself known to, and pay the Conductor on boarding the tram.

It is your responsibility to ensure that you have a valid Ticket for your journey and retain that Ticket throughout the journey.

- 6.2 Please have the correct money ready for your Ticket if paying with cash as the Conductor carries limited change. Please note that the Conductor cannot accept £50 notes.
- 6.3 You must allow an Authorised Officer to examine your Ticket at any time during your journey if you are requested to do so.
- 6.4 Tickets are issued subject to these Conditions and in compliance with any other relevant terms and conditions published from time to time. Where your Ticket can be used to make a journey with another operator, the Conditions of Carriage of that operator shall apply to that portion of your journey.
- 6.5 If you intend to travel beyond your Ticket's validity, you must pay an extra fare (for which you will be given an additional Ticket) before you reach the destination where it ceases to be valid.
- 6.6 All Tickets remain the property of the Company, or in the case of concessionary passes, the property of the issuing local authority. We may withdraw or cancel any Ticket or Photocard at any time. However, we will not do this without good reason.
- 6.7 Tickets can only be purchased from official outlets and can only be used by the person they were issued to. Unless specifically advertised, Tickets are not transferable and must not be resold or given to another person for further use. Doing so is an offence and may result in the seller/buyer being prosecuted.
- 6.8 The Company may at its sole discretion withdraw a Ticket if it believes that it has been intentionally misused, damaged, defaced, altered or tampered with in any way. In such circumstances, customers will not be entitled to a refund of any remaining value or Ticket validity.
- 6.9 If your Ticket (or photocard) is damaged to such an extent that any material marking is not clear, it will not be accepted as valid. We may at our discretion replace your Ticket/photocard providing we can confirm that it is still valid, subject to an administration fee.
- 6.10 Up to three (3) children under the age of five (5) can travel free provided they are accompanied by a responsible fare paying customer or pass holder.
- 6.11 If you are aged five to fifteen years (5–15) inclusive you may travel at child rate except where alternative arrangements are advertised. You may be required to provide proof of age.
- 6.12 If you are aged 16 years or over, you must pay the adult rate fare unless you are in possession of a 16-18 photocard issued by the West Midlands Combined Authority which allows eligible persons to pay a reduced fare at specified times and subject to the terms and conditions of the 16-18 Photocard Scheme.

7. Fare Evasion and Penalty Fares

- 7.1 You should not attempt to use a Ticket (or Photocard) which has:
- a. been altered or defaced;
 - b. been issued for use by another person on terms that it is not transferable;
 - c. expired;
 - d. not been obtained by them from an official outlet or from the Conductor.
- 7.2 If you fail to produce a Ticket (or Photocard) when requested by an Authorised Officer or if you are travelling without a valid Ticket (or Photocard), you shall be liable to pay the Penalty Fare.

8. Easy Access Services

- 8.1 We want to make travel on our tram accessible and easy for everyone.
- 8.2 Pushchairs can be wheeled straight on without being folded down (subject to available space).
- 8.3 There is space allocated on the tram for two wheelchairs. The wheelchair space is suitable for a “standard reference wheelchair” which has a maximum width of 700mm and a length of 1200mm.
- 8.4 Unfolded pushchairs or buggies are permitted on the tram subject to space requirements and providing they do not obstruct the gangway. Pushchairs and buggies should not impede other customers, pose a safety risk or utilise the wheelchair spaces if required by a wheelchair user.
- 8.5 For their own safety and safety of other customers, wheelchair and pushchair users should at all times ensure that they are positioned correctly in the specified bays.
- 8.6 Where a wheelchair customer wishes to board the tram, a customer with a folding pushchair may respectfully be asked to fold the pushchair in order to accommodate the wheelchair.
- 8.7 Wheelchair users are requested to apply the restraint system on the wheelchair to ensure they are safely positioned throughout the journey.
- 8.8 Wheelchair users have priority over other customers using the designated bay. Customers must vacate the bay if it is required by a wheelchair user.
- 8.9 The carriage of mobility scooters is subject to our permit system. Details of which are available separately. Customers with mobility scooters must comply with the requirements set out in this document which forms part of these Conditions. Further details are available at www.westmidlandsmetro.com or you can contact West Midlands Metro Customer Services on 0345 835 8181.

9. Customer Responsibilities

- 9.1 It is your obligation to ensure that you have a valid Ticket at all times for the journey you intend to take and to retain it throughout the journey. You should always check your Ticket at the time it is issued and inform the Conductor of any errors at that time. You must produce your Ticket for inspection upon request by any Authorised Officer either on the tram or at the stop on leaving the tram.
- 9.2 No customer, except with the permission of the Company, should distribute any paper or other article for the purpose of giving or obtaining information or views from other customers.
- 9.3 Customers should not sell or offer for sale, any article while travelling on the tram, except with the explicit permission from the Company.
- 9.4 An Authorised Officer has the authority to direct customers to leave the tram on the following grounds:
- (a) If their remaining on the tram would result in the number of customers exceeding the maximum customer loading capacity;
 - (b) If their condition or behaviour is such as would be likely to cause offence to another customer or the condition of their clothing could soil the fittings of the vehicle or the clothing of other customers.
- 9.5 Customers should not play or operate any musical instrument or sound reproducing equipment in a manner which could cause annoyance to other customers.
- 9.6 An Authorised Officer can direct a customer to put in a designated or safe place or remove from the tram any of the following:
- (a) any bulky or cumbersome article;
 - (b) any article or substance which causes or is likely to cause annoyance to any person on the tram;
 - (c) any article or substance which could cause injury or damage.
- 9.7 Customers must not smoke on any part of the tram or at a tram stop. You may be prosecuted for doing so and could face a fine of up to £1000.
- 9.8 Customers should not consume any food or drink on the tram and should dispose of any chewing gum outside of the tram and off the tram grounds in a suitable bin.
- 9.9 Customers are requested not to discard litter on any tram or any part of the tram infrastructure.

- 9.10 Any customer found causing damage or applying graffiti to the tram or tram infrastructure will be liable to prosecution.
- 9.11 Our staff have the right to work without fear of intimidation, verbal abuse or physical assault, and we will prosecute any person who does not adhere to this.

10. Luggage and Possessions

- 10.1 For safety reasons and for the comfort of customers, we have to control the amount and type of luggage you can bring onto our trams.
- 10.2 You may, at the discretion of an Authorised Officer, bring onto the tram items such as personal luggage, pushchairs, buggies, prams, folded bicycles and items that are not dangerous or likely to injure anyone, provided they do not cause an obstruction and are not placed on the seats of the tram. You may not take the following items onto a tram in any circumstances:
- (a) explosive, hazardous or combustible material;
 - (b) firearms or explosives;
 - (c) uncovered paint or any other liquid;
 - (d) sheets of glass;
 - (e) bicycles (unless folded and stored securely);
 - (f) any item that is likely to cause injury or offence to any of our customers and staff;
 - (g) any individual item of luggage(except suitcases) weighing in excess of 15kg (33lbs);
 - (h) any item that is likely to cause damage the tram.
- 10.3 Folded pushchairs will be carried subject to available space.
- 10.4 Accumulators and other types of lead/acid battery will only be carried if securely sealed and must be placed on the floor, except where part of a wheelchair
- 10.5 The company will not carry unaccompanied luggage or parcels.
- 10.6 Luggage must not obstruct any gangway of any tram nor must it be placed on any seats.
- 10.7 The safety and security of your luggage is your responsibility.
- 10.8 We reserve the right to refuse permission for you to take any item onto a tram.
- 10.9 The company will not be liable for any loss of or for any damage caused to luggage accompanying customers except where caused by its negligence or that of its staff or agents. In the event of the Company being so liable, such liability shall in respect of any one claim:
- (a) be limited to a maximum of £300 per customer;
 - (b) exclude any jewellery, money or fragile object contained in the luggage, and be based on the assessed value of the luggage.

11. Lost Property

- 11.1 If you find any lost property on our trams please inform a member of staff.
- 11.2 If you lose or leave any property on a tram, you should report this to the Company and give full details of the property and the journey on which it was lost.
- 11.3 The Company will not be responsible for any loss or damage howsoever arising of or to any property left on any tram or in any premises of the Company, whether or not it has been found by or handed to a member of staff.
- 11.4 Where lost property is found (including bicycles abandoned at tram stops or anywhere else on the Company's property) or handed in to the Company, it will be disposed of after 28 days from the date found, except perishable goods, which will not be kept for longer than 24 hours.
- 11.5 Any lost property which is or becomes objectionable may be destroyed at any time.
- 11.6 Customers may be asked to provide proof of identification and a precise description of the lost property they are claiming to ensure the claimant receives the correct item.

12. Animals

- 12.1 Only assistance dogs for disabled customers, guide dogs and hearing dogs are permitted to travel on the tram.
- 12.2 No animal shall sit or be placed on tram seats.
- 12.3 It is the responsibility of the customer bringing an animal onto a tram to ensure it is being kept under proper control at all times and does not cause a nuisance to any customers or staff.

The company does not accept any liability however caused by the loss, death or injury to animals whilst being conveyed, unless caused through