

London Dial-a-Ride Conditions of Carriage 28 July 2020

1. Introduction

- 1.1 This document sets out your rights and duties as a customer of London's Dial-a-Ride service and provides supplementary information to that included in the London Dial-a-Ride Customer Charter.
- 1.2 This document also sets out our rights and duties as the provider of London's Dial-a-Ride service and any references to 'we', 'us' or 'our' means London Buses Limited, which is part of Transport for London ('TfL').
- 1.3 The terms of this document will apply to the Dial-a-Ride service and your travel on the service (together with any person who accompanies you). Our staff and drivers have no authority to make individual exceptions to the terms of this document.
- 1.4 We may update and amend the terms of this document from time to time in order to assist with the proper delivery (including improved delivery) of the Dial-a-Ride service and for security, legal or regulatory reasons. We will notify you of any changes to the terms of this document.

2. Contacting us

- 2.1 We try to be fair and helpful in all dealings with our customers. We always welcome comments, complaints and suggestions for improvement. You can contact us to raise any such issues about the Dial-a-Ride service.

By email: DAR@tfl.gov.uk
By telephone 0343 222 7777
By post Dial-a-Ride,
PO Box 68799,
London
SE1 P 4RD

- 2.2 If you are not happy with the way that we have dealt with your comment, complaint or suggestion you can contact London Travelwatch, the independent transport watchdog set up by Parliament. Contact details are shown below:

London Travelwatch
11 Lavington Street,
London,
SE1 0NZ
Tel: 020 3176 2999
Email: enquiries@londontravelwatch.org.uk
www.londontravelwatch.org.uk

3. Membership

- 3.1 Only a registered member of the Dial-a-Ride service or a person accompanying a registered member may travel on London's Dial-a-Ride service.
- 3.2 If you would like someone to accompany you when you travel on the Dial-a-Ride service you must notify us of this requirement when you make a booking. Any non-member accompanying you must travel to and from the same locations that you are travelling to and from, and you must ensure that they comply with your obligations in this document.
- 3.3 If space is limited on the Dial-a-Ride service, it may not always be possible for us to accommodate a non-member on the Dial-a-Ride service and we will notify you at the time of your booking if this is the case.
- 3.4 Membership of London's Dial-a-Ride service is available to individual residents of the London boroughs and visitors to London who are temporarily resident in a London borough, and who meet the Dial-a-Ride eligibility criteria. For information or a copy of the current eligibility criteria, use the contact details set out in paragraph 2.1. Details can also be found on the TfL website at tfl.gov.uk/dialaride.
- 3.5 If you are a registered member and have not made a booking request for at least three years your membership may be cancelled. If your membership is cancelled you will need to make a new membership application. We generally review membership yearly. In years we do not carry out such a review it may be the case that memberships that should have been cancelled are not cancelled until the following year.

4. Bookings

- 4.1 All journeys on the Dial-a-Ride service must be pre-booked through the Dial-a-Ride booking office. Booking requests can be made by an individual member or by another individual or organisation acting on their behalf.
- 4.2 Booking requests can be made for journeys taking place between 06:00 and 02:00 every day of the year, including public and Bank Holidays.
- 4.3 To make a booking you should contact the Dial-a-Ride booking office with details of your required destination and your preferred time of arrival. The booking office will then review the Dial-a-Ride service schedule in your area and, where possible, will offer you an estimated pick up time within a flexible time window. This means that we may arrive up to 15 minutes before or up to 15 minutes after the estimated pick up time.

- 4.4 The use of a flexible time window allows us to deliver the Dial-a-Ride service properly to all our passengers travelling that day. If we need to alter your pick up time by more than 15 minutes either side, we will inform you as soon as reasonably practicable prior to your scheduled journey.
- 4.5 We cannot guarantee that you will reach your destination within or at a particular time owing to factors outside of our control such as traffic congestion, road works or accidents. Please ensure that you allow for this when stating your preferred time of arrival in order to allow sufficient time to reach your destination.
- 4.6 Dial-a-Ride accepts telephone bookings for journeys within the Greater London area (defined as the London boroughs).
- 4.7 The opening hours of the Dial-a-Ride booking lines and details of the types of booking that can be made will be notified to you through the Your Guide to Dial-a Ride booklet and can also be found on the TfL website at tfl.gov.uk/dialaride
- 4.8 If you have agreed an estimated pick up time with our booking office but are no longer able to make your scheduled journey, you must, where you are reasonably able to do so, contact the booking office in advance to cancel your scheduled journey.
- 4.8.1 If you fail to advise us of a cancellation of a regular booking on more than three occasions we may withdraw any agreed regular bookings we have with you.
- 4.8.2 If you fail to advise us of a cancellation of an ad hoc booking on more than three occasions we may suspend and/ or terminate your membership.
- 4.9 We do not accept bookings for transport to hospital appointments or other forms of medical treatment at a hospital or clinic where a patient has been referred by a medical professional for an appointment or treatment.
- 4.10 We do not accept bookings for home to school transport or for transport to local authority day centres where the local authority has the obligation to provide transport.
- 4.11 Transportation is subject to availability. A journey request may be refused by the booking office due to lack of available resources, scheduling constraints or other constraints that affect our ability to deliver the service to the required standards.

5. Services and safety

- 5.1 We will always try to run a reliable service and honour agreed bookings. However, there will be times when, due to reasons beyond our control or that of our contractors, we will be unable to fulfil an agreed booking. If this happens, we will do our best to tell you why. We reserve the right to delay or cancel a pick up if this is beyond our control.
- 5.2 We want to make sure that all your journeys are safe. Passengers must:
- wear or use a seatbelt and/or other relevant safety restraint as required by law while the vehicle is in motion (unless Dial-a-Ride has been notified in advance of a valid medical exemption certificate and provided with a copy upon request), and
 - follow any instructions given by our drivers in the interests of safety.
- 5.3 For reasons of safety, in some circumstances we require passengers to be accompanied on our vehicles by an 'essential escort' as our vehicles are not staffed with passenger attendants. We will:
- always require an essential escort to accompany a child under the age of 12;
 - require an essential escort to accompany a passenger where that passenger is experiencing confusion, memory loss, exhibiting or has the potential to exhibit disruptive behaviour or who requires essential personal care whilst travelling. This requirement can be removed or suspend on a temporary basis, if a risk assessment has been undertaken and determines that this requirement can be removed either on a permanent or temporary basis. The risk assessment will need to be reviewed within an agreed length of time.
- 5.4 Essential escorts:
- must be over the age of 18, must travel from the same origin and to the same destination as the person they are escorting and must be capable of providing the assistance that the accompanied passenger requires;
 - cannot be provided by Dial-a-Ride. We will inform you by letter if an essential escort requirement applies to you.
- 5.5 Smoking is not permitted in any of the Dial-a-Ride service vehicles. The use of electronic cigarettes (e-cigarettes) and nicotine inhalers are also not permitted.
- 5.6 Owing to space constraints, we request that you travel with no more than two full bags of shopping/one shopping trolley or the equivalent. Luggage must not be placed on seats, block the driver's view or block any aisles, steps, lifts or exits. If you need to take additional luggage, for example a suitcase, please

advise our staff at the time of booking. Our drivers can refuse permission for you to take any item on to our service for safety reasons.

- 5.7 You can travel with an assistance dog or any other dog or inoffensive animal, unless there is good reason for us to refuse to carry the animal for reasons of safety, hygiene or if it is likely to upset other passengers. Any animals travelling with passengers must be appropriately restrained or carried in a suitable container and are not allowed on seats or to block any aisles or exits. You must advise us at the time of booking if you intend to travel with an animal. You will be responsible for any animal that you bring on to the Dial-a-Ride vehicles.
- 5.8 For safety reasons, in the Dial-a-Ride service vehicles, you must not (a) take flash photographs, or (b) use emergency exits except in an emergency or when instructed to do so by our drivers.
- 5.9 Given the coronavirus pandemic, you and any accompanying non-members over the age of 11 years must wear a face covering when travelling on our services until further notice, unless you are covered by one of the exemption categories listed in TfL's 'face covering exemptions list' published on the TfL website.

You must wear a face covering throughout your journey on our service, unless you are exempt from this requirement. The face covering must cover from the top of your nose to the bottom of your chin and attach behind your ears or tie behind your head.

If you are not exempt and you fail to comply with this requirement or directions given by an authorised officer, you may not be allowed to use our services. You may receive a fine up to £100 or be prosecuted.

You must remove your face covering if asked to do so by police officers or staff for the purposes of identification.

You can find further general information at <https://www.london.gov.uk/coronavirus/face-covering-guidance>

- 5.10 When using Dial-a-Ride you and any accompanying non-member must not:
- Swear or use offensive language
 - Behave offensively or bully, intimidate or threaten others, including our staff
 - Drink alcohol
 - Use or carry illegal substances
 - Carry a weapon, blade or pointed article
 - Damage the vehicle or any other property in any way
 - Commit a crime

You and any accompanying non-member must also observe a reasonable standard of personal hygiene and must be fully dressed.

To ensure the continued safety and security of our passengers and staff, if a) you fail to comply with any of the the above rules of behaviour, we may suspend or withdraw your membership to the Dial-a-Ride service upon written notice to you, and b) an accompanying non-member fails to comply with the above rules, we may refuse to carry them on the Dial-a-Ride service or future services.

6. Policy on compensation and refunds

6.1 The table below outlines our policy for paying refunds for alternative transport you may arrange in lieu of an agreed Dial-a-Ride booking.

If :	We will...	What you can do:
We are unable to accept your booking request due to capacity, scheduling or other restraints that affect our ability to deliver the service to the required standards.	Not compensate you for any losses you may suffer nor refund the cost of alternative transport.	Try to be as flexible as you can with the times you request in future bookings.
Your vehicle arrives within the flexible time window quoted by our booking staff at the time of booking.	Not compensate you for any losses you may suffer nor will we refund the cost of alternative transport.	When you book next, make sure you tell us about any time constraints relating to your requested journey.
Your vehicle has departed (without picking you up) earlier than, or arrived later than, the flexible time window quoted by our staff at the time of booking.	Arrange for alternative transportation at our cost to get you to your destination as soon as reasonably practicable. If this is not practicable, we will refund the cost of reasonable alternative transport arranged by you (on production of a receipt) on request, where this has been agreed in advance by our booking staff.	Inform our call centre immediately by telephone of any problem. . If our staff have advised you to arrange your own alternative transport, do so, making sure you ask for a receipt. Send your receipt to Dial-a-Ride and request a refund of the cost of any alternative transport you have had to arrange (see paragraph 2.1 of our terms and conditions for

		contact details). A refund will only be issued where our staff have specifically advised you to arrange your own alternative transport.
Your vehicle fails to arrive within the flexible time window quoted by our staff at the time of booking.	Arrange for alternative transportation at our cost to get you to your destination as soon as reasonably practicable. If this is not practicable we will refund the cost of reasonable alternative transport arranged by you (on production of a receipt) on request, where this has been agreed in advance by our booking staff.	Inform our call centre as soon as possible if you have been waiting for your vehicle for more than the flexible time window quoted by our staff at the time of booking. If our staff have advised you to arrange your own alternative transport, do so, making sure you ask for a receipt. Send your receipt to Dial-aRide to request a refund of the cost of the alternative transport (see paragraph 2.1 of our terms and conditions for contact details). A refund will only be issued where our staff have specifically advised you to arrange your own alternative transport.
Your vehicle breaks down or is involved in an accident, which renders it unable to complete your requested journey.	Arrange for alternative transportation at our cost to get you to your destination as soon as reasonably practicable. If this is not practicable, we will refund the cost of reasonable alternative transport arranged by you (on production of a receipt) on request where this has been agreed in advance by our booking staff.	If our staff have advised you to arrange your own alternative transport, do so, making sure you ask for a receipt. Send your receipt to Dial-aRide to request a refund of the cost of the alternative transport (see paragraph 2.1 for contact details). A refund will only be issued where our staff have specifically advised you to arrange your own alternative transport

6.2 The above table does not limit our liability to you if we or our contractors fail to provide a journey as agreed, or if a journey is delayed or cancelled as a result of our breach or default. However, we will in no circumstances compensate you for:

- Losses you may suffer that were not foreseeable to you or us at the time we accepted your booking;
- Losses that were not caused by any breach on our part;
- Business losses, including all losses relating thereto

6.3 Nothing in paragraph 6 will act to limit or exclude our liability for death or personal injury caused by any act or omission by us.

7. Lost property

7.1 Please keep your luggage and possessions with you at all times.

7.2 If you lose something on one of our vehicles, please get in touch with our contact centre as soon as possible. We will keep items of lost property for a maximum of six months or 48 hours in the case of perishable items.

7.3 If you find any lost property in any Dial-a-Ride vehicle, please tell your driver immediately.