

**CONDITIONS OF CARRIAGE AND PASSENGER REGULATIONS
APPLYING TO GREATER MANCHESTER METROLINK
OPERATED BY STAGECOACH METROLINK**

GENERAL NOTES

- A) These Conditions constitute a part of the contract which will exist between GMPTE and individual passengers wishing to travel on the Metrolink system.
- B) These Conditions and Regulations may be altered without notice and are without prejudice to:-
 - (i) The rights of passengers under the Unfair Contract Terms Act 1977, or any statutory modification or re-enactment thereof, and
 - (ii) The Byelaws relating to the Greater Manchester Metrolink System (hereinafter called 'the Byelaws', as enacted under the Greater Manchester (Light Rapid Transit System) Act 1988, and the Greater Manchester (Light Rapid Transit System) (Number 2) Act 1988, copies of which may be inspected at the office of GMPTE at 2 Piccadilly Place, Manchester, M1 3BG, or purchased from GMPTE at a price determined by GMPTE from time to time.

GENERAL CONDITIONS

1. Stagecoach Metrolink will make every endeavour to maintain the services in accordance with the timetables published from time to time by GMPTE. However, Stagecoach Metrolink reserves the right, for operational or other unforeseen reasons to alter, suspend, withdraw, substitute or deviate the services, and alter any operating times of the Metrolink services without notice.
2. GMPTE recognises that there will inevitably be occasions when due to circumstances beyond the control of Stagecoach Metrolink, services might be affected. GMPTE cannot undertake therefore, nor by publication of these conditions, or any timetable, handbill or notice, be deemed to undertake that the Metrolink services shall operate, start or arrive at the times set out in the timetables, or at all. GMPTE will not, therefore, be liable or accountable for any loss, damage, hurt, inconvenience or injury arising from the failure of Metrolink services to operate, start or arrive at the specified times, or at all, and neither will GMPTE be liable or accountable in such cases arising from the delay in any journey of Metrolink, or any deviation or breakdown arising from any cause.
3. Tickets or passes issued by or on behalf of GMPTE for the conveyance of any passenger, animal or article on Metrolink – season tickets, free passes, privilege tickets, warrants, identity cards, vouchers or other

authorities in exchange for which or on production of which any tickets for the conveyance of passengers on Metrolink may be issued by or on behalf of GMPTE are issued subject the regulations, conditions, leaflets and notices published by GMPTE from time to time, and also the provision of the Byelaws, copies of which may be inspected at the Trading Office of GMPTE.

FARES

4. The passenger is liable to make a prepayment or be in possession of a ticket or other authority to travel before making the intended journey. The prepaid fare for the journey is set out in GMPTE's Official Fares Table, which is available for inspection at GMPTE Trading Office.
5. A passenger found to be on a Metrolink vehicle, or on a station platform having just alighted from a vehicle, without a ticket or pass or other approved authorisation to travel valid for his/her journey will be liable to pay a Standard Fare of £100 or such other amount as may be determined by GMPTE from time to time and may be liable to prosecution.
6. Stagecoach operate a standard fare policy. The passenger must pay the Standard Fare within 21 days of issue. If the passenger pays the Standard Fare within 14 days of issue they will benefit from a 50% reduction. In such circumstances the passenger will also be required to purchase a ticket for their onward journey. Payment of the Standard Fare should be sent by post to Customer Services at Stagecoach Metrolink the address is shown at the bottom of these Conditions. Alternative methods of payment are shown on the reverse of the Standard Fare Notice. Failure to make payment will result in legal proceedings being commenced in order to recover any outstanding debts.
7. Tickets or passes issued by or on behalf of GMPTE for conveyance on the Metrolink system are not transferable from one person to another, and remain the property of GMPTE, and must be produced and delivered up when so required by any of Stagecoach Metrolink's authorised officers. Refunds will be at the sole discretion of GMPTE (see Conditions 49 and 50).
8. Single and return journey tickets issued by Metrolink ticket vending machines located on Metrolink stations are valid as below:
 - a) Only on the day of purchase from a ticket vending machine;
 - b) The outward-bound leg of a return ticket journey or single ticket journey must be completed within 90 minutes of the time of purchase.

CONDUCT OF PASSENGERS

9. In the event of any breach of any condition herein, or subject to which any tickets is issued, such tickets shall be forfeited and delivered up to Stagecoach Metrolink's authorised officers, duly authorised agents or a Police Officer.
10. Stagecoach Metrolink, its authorised officers or duly authorised agents or any Police Officer reserve the right to refuse access to the stations, platforms or light rail vehicles to any person;
 - a) Who they believe is likely to act in a threatening, disorderly or offensive manner, or
 - b) Who is consuming intoxicating liquor or being intoxicated by other means, or
 - c) Who they believe is likely to cause an inconvenience to fellow passengers.
11. Any person consuming intoxicating liquor or being intoxicated by any other means on any Metrolink vehicle or whilst in or on Metrolink premises may be required to leave by Stagecoach Metrolink's authorised officers, duly authorised agents or by a Police Officer.
12. Persons may only use Metrolink premises, as defined in the Byelaws, for any lawful purposes. Persons found to be unlawfully using Metrolink premises can be requested to leave by Stagecoach Metrolink's authorised officers, duly authorised agents or any Police Officer, and any such person refusing to leave may be removed from Metrolink premises by the use of force as is reasonable in the circumstances.
13. A passenger or intending passenger shall not enter or alight from a Metrolink vehicle other than by the doors or openings provided for that purpose.
14. No passenger shall while on any Metrolink vehicle or premises use any obscene, threatening or offensive language, or conduct themselves in a riotous, indecent, threatening or disorderly manner whereby annoyance is or may be caused to any member of the public.
15. A passenger, or intending passenger, shall not enter or remain in or on any Metrolink vehicle or premises when requested not to do so by any of Stagecoach Metrolink's authorised officers, duly authorised agents or by a Police Officer.
16. A passenger, or intending passenger, shall not wilfully do, or cause to be done, with respect to any part of a Metrolink vehicle and its fixings and fittings, or any Metrolink premises and its fixtures and fittings,

equipment or machinery, anything which is calculated to interfere with the operation of services and or vehicles, to cause injury, discomfort or nuisance to any passenger.

17. No passenger shall cause or permit to be brought into, or remain in, any Metrolink vehicle or any part of any Metrolink premises:
 - a) Any bicycle or tricycle except that these may be brought onto Metrolink premises as long as they are stored only in the designated bicycle racks.
 - b) Anything which by reason of its nature could be reasonably expected to cause, or does cause, danger, obstruction, unnecessary inconvenience, or nuisance to any passenger, or damage to property, except with the consent of Stagecoach Metrolink's authorised officers, agents or a Police Officer.
18. The safety and security of any luggage, pushchair etc, is the responsibility of the passenger to whom it belongs, and Stagecoach Metrolink will not accept any liability or accountability for loss or damage unless such a loss or damage is caused by negligence of person(s) acting on behalf of Stagecoach Metrolink.
19. Passengers shall ensure that any luggage, pushchair, etc, does not obstruct any door, compartment, passageway, or cause any inconvenience to other passengers.
20. No person shall: -
 - a) Spit upon the floor of, or upon or against any other part of any Metrolink vehicle or premises, or any article therein; or
 - b) Place, drop or throw litter in any Metrolink vehicle or premises except in receptacles expressly provided for that purpose.
21. No person shall without lawful authority or other substantive excuse fail to comply with any reasonable warning or notice or request exhibited in a conspicuous position by Stagecoach Metrolink for the purpose of preventing danger to life or disruption of facilities for travel.
22. No person while in any Metrolink vehicle or in any part of any Metrolink premises to which the public have access shall, except with the permission of Stagecoach Metrolink: -
 - a) Recite or perform, with or without any musical or other instrument; or
 - b) Cause or permit any noise to be made by the operation of any gramophone, record player, tape recorder or radio or similar

instrument, being a noise which is so loud or continuous or repeated as to give reasonable for annoyance to other persons in the vehicle or upon the premises; or

- c) Display, affix or exhibit any printed, written or pictorial matter or any other article for the purpose of advertising or publicity, or distribute any book, leaflet or other printed matter or any sample or other article; or
 - d) Tout, ply for or solicit alms, reward or custom or employment of any description.
23. No person while in any Metrolink vehicle or premises shall intentionally obstruct or impede any person in the execution of his lawful business.
24. When a lift (not being an escalator or moving pavement) contains the full number of passengers, which it is constructed to carry, no additional person shall enter or remain therein.
25. No person shall enter, or attempt to enter, any Metrolink vehicle or lift through any door thereof until all persons who are leaving, or are on the way to leave, such vehicle or lift through such door have passed out of such door.
26. No person, whilst on the system, shall consume or have open for consumption:-
- a) Any alcoholic beverage or
 - b) Food which will soil, disfigure, or destroy the property of GMPTE or any other person.
27. No person shall smoke or carry a lighted pipe, cigar or cigarette on any part of any Metrolink vehicles or premises.
28. Except in case of accident or other emergency, no person shall without lawful authority: -
- a) Enter or leave, attempt to enter or leave, any lift of any Metrolink premises (not being an escalator or moving pavement) whilst it is in motion or otherwise than at the side of appointed for passenger to enter or leave the same;
 - b) Ascend or descend, or attempt to ascend or descend, by means of any escalator or stairway of any Metrolink premises, except by a moving or fixed stairway provided for ascending or, as the case may be, descending passengers.
 - c) Travel, or attempt to travel, upon an escalator or moving pavement of any Metrolink premises in a direction other than the

direction in which the same is moving, or sit upon any escalator or moving pavement or any part thereof;

- d) Open, or attempt to open, any gate or barrier leading to or from a platform at a station of Metrolink;
 - e) In the case of any Metrolink vehicle or lift equipped with automatic closing doors, obstruct or attempt to obstruct the opening or closing of such door; and
 - f) Where notices are exhibited in any Metrolink vehicle or premises indicating that a door shall be used for entrance thereto and another door for exit therefrom, enter, or attempt to enter, by the door indicated for exit, or leave or attempt to leave, by the door indicated for entrance.
29. Passengers are carried at the absolute discretion of Stagecoach Metrolink, and decision of its Authorised Officers is final.

CHILDREN'S FARES

- 30. Children aged between five and fifteen years inclusive are conveyed at approximately 50% of the charges for adults set out in GMPTE's Official Fares Table.
- 31. Children below the age of five years, who travel accompanied by an adult, are conveyed free of charge, provided that they do not occupy seats required by adult passengers.

TRAVEL PERMITS

- 32. Child Fare Concessionary Permits and Scholars Travel Permits issued by Greater Manchester Passenger Transport Executive (GMPTE) are valid on Metrolink subject to the conditions printed on the reverse of the Permit and must be produced upon request.
- 33. Concessionary Travel Permits issued by GMPTE are valid on Metrolink subject to the conditions printed on the official slip accompanying the Travel Permit when issued and must be produced upon request.
- 34. No permit is transferable from one person to another.
- 35. Stagecoach Metrolink does not upon presentation of the Permits detailed in Conditions 32 to 34 above undertake to provide conveyance on any particular vehicle or at any particular time on any particular day.
- 36. No Travel Permit holder has precedence over other passengers, and Stagecoach Metrolink accepts no liability for loss, expense or inconvenience arising as a result of lack of accommodation for such Permit holders at any time or any place.

37. Notwithstanding conditions 32-36 above, all Permit holders are carried subject to the conditions and regulations as defined in this document, and to the Byelaws.

METROLINK SEASON TICKET (MST)

38. Metrolink Season Tickets (MST) are only valid: -
- a) When accompanied by a current Metrolink Travel Club membership card; and
 - b) Where the membership number shown on the current Metrolink Travel Club membership card is shown on the MST; and
 - c) Within the dates specified on the MST; and
 - d) Within the route specified on the MST.
39. The holder of a valid MST is entitled to travel on Metrolink services without further payment provided that the journey made is wholly within the routes and the dates shown on the MST.
40. For journeys partly but not wholly within the routes shown on the MST, the holder of a valid MST must pre-purchase a ticket for that part of the journey outside the routes shown on the MST.
41. MST's cannot be used for journeys wholly outside the routes shown on the MST's unless a further ticket has been pre-purchased.
42. For the purpose of Conditions 38-41 above, routes are alphabetically lettered geographical areas within which valid MST's may be used.
43. MST's and Metrolink Travel Club membership cards are not transferable from one person to another. They remain the property of GMPTE and may be withdrawn if improperly used. No refunds will be made on lost, destroyed or defaced MST's (see Conditions 49 and 50).
44. Stagecoach Metrolink does not undertake to provide conveyance on any particular vehicle or at any particular time on any particular day.
45. MST holders have not precedence over other passengers and Stagecoach Metrolink accepts no liability for loss, expense or inconvenience arising as a result of lack of accommodation for MST holders at any place or time.
46. Notwithstanding conditions 38-41 above, MST holders are conveyed subject to the conditions and regulations given in this document and the Greater Manchester Metrolink System Byelaws.

RAIL TICKETS

47. Single and return journey tickets and season tickets issued by other companies for journeys to or from or via stops or routes on the Metrolink System are valid on Metrolink as indicated in the conditions of issue of each individual ticket.

CARRIAGE OF ANIMALS

48. Animals are not conveyed on Metrolink with the exception of: -

a) Guide dogs accompanying blind persons

And / or

b) Hearing dogs accompanying deaf persons

And / or

c) Any dog or cat being accompanied to the PDSA at Old Trafford.

No charge will be made for guide dogs, hearing dogs or any dog or cat being accompanied to the PDSA at Old Trafford.

REFUNDS

49. Refunds on MSTs are given in accordance with the regulations stipulated by GMPTE from time to time, and are at all times given the sole discretion of GMPTE.
50. Refunds on unused Metrolink tickets, or reimbursement of money lost in a Metrolink ticket machine due to mechanical failure or vandalism, are at the absolute discretion of GMPTE, and each application is considered on its merits.

LOST PROPERTY

51. a) Lost property is dealt with in accordance with the Byelaw 12;
- b) Any person who finds property accidentally left in any Metrolink vehicle or premises shall immediately hand it, in the state in which it is found, to one of Stagecoach Metrolink's authorised officers;
- c) Any person accidentally leaving property on any Metrolink vehicle or premises should report the loss by phone to the Trading Office of Stagecoach Metrolink, giving full particulars of the property lost.
- d) Stagecoach Metrolink will charge claimants fee for returning lost property in accordance with the scale of charges, which is displayed at the Trading Office of Stagecoach Metrolink.
- e) Perishable goods will be kept until the end of service on the day when they were found. Any property, which is or becomes objectionable will be destroyed or otherwise disposed of at any time.
- f) Where any property is forwarded to a claimant, the claimant shall pay all costs of packing and carriage to Stagecoach Metrolink.
- g) Any property unclaimed within one calendar month will be disposed of as Stagecoach Metrolink may think fit.

WAIVER

52. Stagecoach Metrolink's authorised officers, duly authorised agents or a Police Officer shall have authority to waiver or vary any of these Conditions.