

# Terms & Conditions

Anybody who travels with Meli Bus shall agree with these terms and conditions before getting on board.

## **Clause 1**

### **Definitions**

In these conditions, the following words have the following meanings:

Meli Bus is a low-cost limited company based in London, UK with registration number 08359927, with services of transporting passengers from London to Luton Airport with a mini bus.

Booking means your booking for travel on a Meli Bus service upon which a reservation is made and the fare is paid.

Booking confirmation means a document published on the internet or email sent by us to the person making the booking which sets out our agreement to carry or arrange for the carriage of any person.

Booking Confirmation Number means the ticket number allocated to each passenger booking. It is the means by which an individual booking is identified.

Meli Bus Service means any journey to be made, provided or arranged by us or on our behalf for the purpose of carrying persons and their luggage, which is set out in a timetable published by us.

Journey means each journey you are entitled to make on a Meli Bus as set out on your order Confirmation and Tickets.

Luggage means any property you bring on board including any property carried on your person.

Luggage allowance means the piece of property, which you may bring onto the Meli bus without charge, a small bag that does not exceed the maximum dimension of 40x30x18cm.

Additional Luggage means the luggage in addition to the Luggage allowance permitted for that Meli Bus route. Additional luggage (up to two pieces each with a maximum total dimension (Height + Width + Length) of 145 cm (57 inches) and weighing in total no more than 30 kg each) which must be booked and paid for in advance.

Station means any bus station or stop where a Meli Bus Service is to be joined or left which a Meli Bus Service may pass.

We, Us and Our refers to Meli Bus Limited.

You means the person or persons whom we have agreed to carry, or arranged to be carried, being the person or persons who made a Booking or for whom a Booking was made. In this agreement, a reference to the singular shall include the plural and vice-versa.

Fare means the price charged to you by Meli Bus for each seat booked for a Journey on a Meli Bus Service (excluding the Card Processing Fee) in respect of a Booking made via the [www.melibus.com](http://www.melibus.com) website.

Walk Up Fare means the price charged to you by Meli Bus for each seat booked for a Journey on an Meli Bus Service in respect of which no Booking has been made and upon which no Booking Fee is payable.

## **Clause 2**

### **2.1 Carriage**

Our Agreement to Carry You:

We agree to carry you and your luggage allowance on the journey stated on your order confirmation and tickets subject to these Conditions of Carriage.

### **2.2 Carriage of Luggage:**

In addition to your luggage allowance, Additional Luggage may be carried provided that you book and pay for an additional seat upon which the Additional Luggage must be carried.

### **2.3 Carriage of Children and Young Persons:**

Meli Bus will carry children and young people so long as they have purchased a seat.

#### **2.3.1 Children travelling**

Children under 14 years of age will not be carried unless accompanied by a responsible person aged 16 or over.

Passengers travelling with children must provide an appropriate child restraint / seat for each child under 14 years of age.

Children under the age of 3 years must have an infant seat. Please note that if an infant seat is carried (for the infant to be placed in), then an additional seat must be booked and paid for in advance for the infant seat.

#### **2.3.2 Carriage of Animals:**

We cannot carry dogs or any other animals on any Meli Bus Service.

### **2.4 Your Booking Confirmation:**

Your Order Confirmation is a record of our agreement to carry you and your permission to travel upon the Meli Bus Service on which travel is booked and you have paid the Fare and Card processing fee (if applicable). If someone else made the Booking on your behalf, you agree that such person acted as your agent.

### **2.5 Amendments to your Booking:**

Bookings cannot be changed or refunded once made.

### **2.6. Post-journey Customer Feedback**

Post-journey Customer Feedback must be submitted within 28 days of the date of travel. Meli Bus are not be able investigate complaints/issues received more than 28 days after the date of travel.

## **clause 3**

### **3.1 Carriage By Other Carriers:**

If, for operational reasons, a substitute carrier operates a Meli Bus Service on our behalf then such substitute carrier will be treated as our sub-contractor and these Conditions of Carriage shall apply.

### **3.2 Liability in relation to carriage by another carrier:**

Our Liability: To the extent that we have any liability to you for any act, omission, negligence or default of any substitute carrier, then our liability to you shall be as if we had carried you on and subject to these Conditions of Carriage and that the substitute carrier was our sub-contractor.

Entitlement of the other carrier: Where you are carried by any substitute carrier for the whole or part of any journey, you shall owe your obligations under these Conditions of Carriage to that substitute carrier as well as to us, and that substitute carrier shall be entitled to the benefit of any rights, remedies or limitations of liability you owe to use and set out in these Conditions of Carriage.

## **clause 4**

### **Passenger Responsibilities**

#### **4.1 Checking Booking Details Prior to Purchase**

When making a booking over the Internet you must carefully check the details. Once you have confirmed your booking, a Booking Confirmation with ticket number will be displayed.

#### **4.2 Travelling With Your Tickets Printout**

You must present your ticket clearly to the driver when boarding, whether printed or on your electronic device. The ticket is your proof of Booking and is the means by which entry to the vehicle will be granted. If you are unable to show your ticket you will not be permitted to travel. No refund will be provided for any booking nor utilized as a result of a failure to present your tickets.

If we have reason to suspect fraudulent use of a ticket, we reserve the right to refuse your permission to travel. No refund will be provided for any travel refused on the basis that fraudulent use of a Ticket is suspected.

You must retain your ticket and may be requested to produce it at any stage of your Journey in order to prove that you are permitted to travel. If you fail to produce your ticket we reserve the right to remove you from a Meli Bus Vehicle.

#### **4.3 Presenting Yourself at the Boarding Point**

You should arrive at the boarding point specified in your tickets at least 10 minutes prior to the scheduled departure time for that Meli Bus Service.

If you arrived at the boarding point later than the scheduled departure time you will be considered to have missed the Meli Bus Service. We reserve the right to give your seat to another passenger. We shall not be liable to you if you miss a Meli Bus Service as a result of your late arrival. If you miss a Meli Bus Service, we shall not be obliged to delay any Meli Bus Service to wait for you, or provide a seat on any other Meli Bus Service. No refunds shall be provided if you miss the Meli Bus Service.

#### **4.4 Connections to other forms of Transport**

You must allow plenty of time for a Meli Bus Service to arrive in time to connect with other forms of transport provided by other carriers on which you are planning to travel. Where such other form of transport involves air travel we strongly recommend you arrive at the airport at least 2 hours before your scheduled flight departure time. Please note Meli Bus is not liable for any loss, damage, liability or cost suffered by you as a result of any delay to any Meli Bus Service.

#### **4.5 Joining and Leaving a Service**

You may only board or leave a Meli Bus Service at designated pick up and drop off points.

## **4.6 Breach Of Conditions Applicable To Your Booking**

If you fail in a material respect to comply with any terms and conditions governing your Booking, we may cancel your Booking and refuse you carriage or further carriage without any obligation to refund your Fare and / or Card processing fee (if applicable) and without any liability to you.

### **clause 5**

#### **MELI Bus' Responsibilities**

### **5.1 Our Obligation To Carry You:**

It is our obligation to carry you, your Luggage Allowance and your booked Additional Luggage (if applicable) on the journeys booked by you as detailed on your order confirmation and tickets and subject to these Conditions of Carriage.

We will make every reasonable effort to carry you with the minimum discomfort and inconvenience.

### **5.2 Timetable of Services:**

The published running times of any Meli Bus Service are only stated approximately and we will try to minimize any disruption to your Journey. In the event that an Meli Bus Service is cancelled or we are notified that the service is delayed by more than 15 minutes we will endeavor to notify you of the delay and any alternative timetables as soon as reasonably practicable. We do not guarantee that we will contact you. Meli Bus is not liable for any loss, damage, liability or cost suffered as a result of any delay to any Meli Bus Service.

### **5.3 Our Right to Cancel Services:**

We reserve the right to alter any timetables or suspend, cancel, withdraw or substitute any Meli Bus Service or terminate a Meli Bus Service once it has commenced, without notice whether before or after you have made a Booking.

### **5.4 Our Liability for Cancellations and Withdrawals of a Meli Bus Service:**

Our liability is limited to that stated in these Conditions of Carriage:

Except as provided in these Conditions of Carriage, we shall not be liable for any loss, damage, liability or cost suffered by you as a result of any cancellation or withdrawal of any Meli Bus Service by us, or any delay to or termination of any Meli Bus Service.

### **5.5 No Liability if you have no booking:**

If we cancel or withdraw a Meli Bus Service and you have not made a Booking on it, we shall have no liability to you.

### **5.6 Cancellation before service has commenced:**

If we cancel or withdraw a Meli Bus Service before it has commenced, due to a circumstance within our reasonable control and you have made a booking for travel on the Meli Bus Service concerned, our liability to you will be at our option to:

- i) Carry you on another Meli Bus Service or
- ii) Cancel your Booking and allow you to claim a refund for the full amount of your Fare.

### **5.7 Cancellation after service has begun:**

If a Meli Bus Service on which you are travelling commences and is terminated before reaching your booked destination due to a circumstance within our reasonable control, our only liability to you will be to use our reasonable endeavors to make suitable alternative arrangements (for example by another Meli Bus Service or Vehicle, through a substitute carrier or by train, private car or taxi) to carry you to your booked destination provided that you shall not unreasonably refuse to travel by any alternative arrangement offered to you.

## **5.8 Circumstances beyond Our Reasonable Control**

We shall have no liability whatsoever for any delay or failure to carry you or for breach of contract, where such delay or failure is caused by a circumstance beyond our reasonable control. Such circumstances include, but are not limited to;

- Unforeseen Traffic Delays
- Accidents Causing Delays on or in the vicinity of the Service Route
- Severe Weather Conditions
- Strike / Industrial Action
- Terrorist or Threat Of Terrorist Action
- Road Closures
- Security Alerts
- Denied Access to Airports
- Major Event causing excess traffic congestion / road closures
- Inspection or detention of a vehicle or passenger by a Public official
- Toll booth delays

## **5.9 Maximum Liability:**

Our maximum liability to you for any loss, damage or liability which you may suffer or incur as a result of our failure to carry you, our delay in carrying you, any breach of contract to carry you, our negligence in connection with carrying you, or the deliberate or negligent acts or omissions of any of our officers, employees, agents, representatives or sub-contractors shall be limited to the cost of the Meli Bus ticket purchased for that journey.

## **5.10 Death and Personal Injury Liability:**

We do not exclude or limit our liability for death or personal injury resulting from our negligence.

### **clause 6**

## **6.1 Luggage:**

As defined under Clause 2 each passenger is permitted to carry their Luggage Allowance. Luggage Allowance being a piece of property:

The luggage allowance is as defined on the luggage allowance page of the website.

Additional luggage up to two pieces each and maximum weight of 30 kgs per piece may be carried and paid for in advance.

Should a passenger present himself or herself for travel with luggage in excess of the permitted amount as defined on the luggage allowance page, then carriage of the Additional Luggage will only be permitted upon payment and subject to availability. The Walk Up Fare will be charged for such space.

Refunds will not be given to any passengers who elect not to travel because they have failed book in advance for their Additional Luggage.

## **6.2 Prohibited Items:**

Certain large items (for example Skis, Sailboards, snowboards, surfboards) may or may not be permitted. The prohibited items list for each route is as defined on the luggage allowance page of the website.

Prohibited Items (All Routes):

- Skis, Sailboards, Golf Clubs, Windsurfers and similar
- Wheelchairs (folding / non folding), Battery Powered Scooters.
- Bicycles (folding / non folding), non-folding Prams and Pushchairs (UK).
- Folding prams and pushchairs (GVA/Chamonix route only).
- Weapons, Drugs (other than medicines), Solvents, Live or Dead Animals (other than as allowed under Article 2) Fish, Insects.
- Hazardous chemicals or substances as defined under the Health and Safety at Work Acts.

Should a passenger present himself or herself for travel with any prohibited items, carriage will be denied unless the passenger properly and safely disposes of the prohibited item.

Refunds will not be given to passengers who are denied permission to travel because they are in possession of prohibited items and are unable to dispose of them prior to travel.

## **6.3 Responsibility for Luggage:**

You are responsible for your luggage at all times.

## **6.4 Liability for Luggage and Personal Belongings:**

We will only be liable for any loss or damage to your luggage and personal belongings caused by our negligence. Our maximum liability to you for any loss of or damage to your luggage whether for breach of contract, our negligence, or any deliberate or negligent acts of any of our employees, agents or representatives or otherwise, shall be limited to £250 per passenger per Journey. You should insure your luggage with reputable insurers against all usual and normal risks of loss or damage to the full replacement value of the luggage.

## **6.5 Lost Property:**

If you leave or lose any of your luggage whilst travelling on a Meli Bus Service and the luggage is either found by or handed to a member of Meli Bus staff we shall take reasonable care of that luggage. Such luggage will be stored at such a location as we may decide but all such storage will be at the passenger's risk. We may charge you a reasonable administration fee for the storage and return of your lost luggage.

If you do not collect your lost luggage within 1 month of our receiving or finding it, we reserve the right to dispose of it in any manner we wish, including by destruction or sale and we shall be entitled to keep any sale proceeds. We shall be entitled to open and examine any left or lost luggage. If there are any items which we consider are dangerous or perishable or otherwise unsuitable for storage, we shall be entitled to dispose of such items within 48 hours of our receiving or finding them.

If you find any property on a Meli Bus Vehicle belonging to someone else, you must hand it over to the driver immediately.

## **clause 7**

### **7.1 Passenger Behavior:**

Passengers must:

- Wear the provided seatbelt at all times whilst the vehicle is in motion.
- Behave in a reasonable, sensible and lawful manner whilst a passenger on any Meli Bus Vehicle or in the vicinity of a Meli Bus stop.
- Comply with any request or direction from a member of staff.
- Use mobile telephones considerately bearing in mind the comfort of other passengers.

Passengers must not:

- Be abusive or threatening to any member of staff or any other person.
- Behave in any manner that endangers or threatens the safety or security of any Meli Bus Vehicle, member of staff, passenger or their property.
- Behave in any manner, which causes discomfort, inconvenience, damage or injury to any Meli Bus Vehicle, member of staff, passenger or their property.
- Obstruct or allow any of their luggage to obstruct any aisle, doorway or emergency exit.
- Play any radio, cassette player, or other device (electronic or otherwise) whilst on a Meli Bus Vehicle that is audible to any other passenger.
- Take onto any Meli Bus Vehicle any alcoholic drinks or drugs (other than medication) with the intention of consuming them or to consume them or board any Meli Bus Vehicle whilst under the influence of alcohol or drugs.
- Take onto any Meli Bus Vehicle any hot food (for example chips, kebabs) with the intention of consuming them or to consume them.
- Smoke whilst on board any Meli Bus Vehicle.
- Board any Meli Bus Vehicle whilst seriously ill or suffering from any contagious disease.

Passengers who fail to comply with the above rules or who we may reasonably believe will breach or continue to breach the above rules may be denied boarding of a Meli Bus Vehicle or be removed from a Meli Bus Vehicle. In such cases further carriage will be denied and the Booking cancelled without refund.

Whilst Meli Bus will use its reasonable endeavors to ensure compliance by passengers with the above rules, we will not be liable for any act or omission of any other passenger whilst on a Meli Bus Vehicle.

## **clause 8**

### **8.1 Governing Law:**

English Law shall govern all aspects of your Booking and these Conditions of Carriage and the English Courts shall have exclusive jurisdiction in respect of any dispute.

### **8.2 Severability:**

If any of the provisions of these Conditions of Carriage are or become unenforceable then this shall not affect the validity or enforceability of any of the other provisions.

### **8.3 Your Personal Data:**

You agree that personal data may be retained, used and disclosed by us, our agents or sub-contractors for the purpose of complying with our obligations under these Conditions of Carriage including, but not limited to, administering your Booking and complying with any legal obligations.

#### **8.4 Amendments and waivers to these Conditions of Carriage:**

None of our employees, agents, or representatives, has authority to alter, modify or waive any provision of these Conditions of Carriage.

#### **8.5 Third Party Rights:**

Unless otherwise stated in these Conditions of Carriage, no person other than you and us shall have the benefit of or be entitled to rely upon or enforce any term of these Conditions of Carriage and the Contracts (Rights of Third Parties) Act 1999 is excluded.