



## **Douglas Bay Horse Tramway**

### **STANDARD CONDITIONS OF CARRIAGE AND PASSENGER REGULATIONS**

**with effect from April 2016.**

#### **1. Introduction.**

The Department of Infrastructure's Public Transport Division – 'the division' – is the operator of The Douglas Bay Horse Tramway (DBHT). The division is based at Transport Headquarters, Banks Circus, Douglas IM1 5PT.

These Conditions of Carriage set out your rights and duties as a passenger of DBHT. By travelling on our services you, as a passenger, agree to these Conditions of Carriage.

Passengers should be aware that DBHT wish to maintain the highest standards of visitor comfort and safety. Our historic railway trams are maintained and restored to reflect their original construction. Therefore access, seating and infrastructure may not meet modern specifications and passengers should take extra care when travelling with us.

#### **Provision of scheduled services**

DBHT will use all reasonable endeavours to maintain the services as per the published timetables but we reserve the right to alter, withdraw or suspend services without notice. It should be appreciated that the trams are generally operated with the original Victorian equipment which at times is quite challenging. Accordingly, the division will not be liable for any loss or inconvenience arising from the cancellation or change of any service. Unfortunately, we cannot guarantee passengers a seat on a tram or that you will be able to get on a tram that is full to its capacity.

Force Majeure: the division will be relieved of any liability to you for any loss or damage if such loss or damage is due to: (a) you doing something or not doing something you should

have done when on our tram, (b) a strike, lock-out, stoppage or industrial dispute, the consequence of which meant we were not able to provide the services expected; or (c) any other event which we were unable to avoid or prevent by the exercise of reasonable diligence.

## **2. Conduct of passengers.**

We are here to provide the best service possible but in doing so we will not tolerate abusive or aggressive behaviour from our customers. We reserve the right to refuse travel for reasons of improper conduct or breaches of health and safety. Should an event occur that is not covered by the conditions of carriage and relevant legislation then the company official will decide on an appropriate course of action.

DBHT reserves the right not to carry any passengers who are in breach of these conditions, cause discomfort or otherwise be a nuisance to other rail users.

### Passengers' code of conduct:

- Passengers should show full consideration for the safety, and comfort of others and follow any reasonable instructions given by our staff.
- The DBHT is a working environment, so please ensure children are supervised at all times during your travels. On open trams children should preferably sit on inside seats.
- Passengers should not stand up on a tram when it is in motion.
- Passengers should advise the conductor of their exact disembarking stop.
- Passengers should not leave rubbish or discarded items on the tram.
- Passengers should produce a valid ticket, Go card, permit or pass when required by a company official.
- A passenger must have a valid pass, card or ticket to travel. No ticket or pass must be used that has expired, been defaced, copied, stolen, illegally used or altered. No passenger shall leave the tram without having paid their fare. Passengers shall not board or leave any tram except when it is stationary at a stop.
- Passengers should advise a company official immediately if they sustain an injury travelling on one of our trams.

### Passengers shall not:

- Use obscene or offensive language or conduct themselves in a disorderly or threatening manner.
- Be intoxicated with alcohol, drugs or solvents and behave inappropriately towards customers and/or staff.
- Wilfully damage, defile or soil any part of the tram.
- Throw or dangle anything out of any tram.
- Allow their arms, legs or feet protrude from the tram.
- Use or operate any noisy instrument or musical device to make excessive noise which may cause annoyance to other passengers and the horse.
- Carry combustible items, corrosive substances, hazardous and flammable materials, including petrol containers.

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- Hand out any printed material on the tram unless prior permission has been granted from the Director of Public Transport.
- Shall not smoke either conventional or electronic cigarettes.
- Take part in any activity that is unlawful and/ or carry illegal items on the tram.
- Carry any type of firearm.
- Drink alcohol.
- Consume food and drink which could make other passengers' journeys unpleasant or otherwise cause offence.
- Wear unsuitable footwear such as rollerblades, skates or excessively high heels.

Any person contravening these regulations and any other statutory regulations may be removed from the tram by a company official. We may cancel a ticket or pass without refund and involve other agencies to improve the comfort, safety and wellbeing of our staff and customers.

### **3. General fares and ticketing.**

Tickets can be purchased on board the tram, at the MER Derby Castle terminus, the Welcome Centre. Prices start at £3 for adults and £2 for children and concessions (under 15s) for a single journey or £10 for a family of two adults and up to three children. 60+ card holders (residents) may pay the concessionary fare on production of their valid 60+ card. Day tickets will be available at £6 for adults and £3 per child or £15 for a family of two adults and up to three children. Alternatively residents and visitors can purchase a Go Horse Tram card valid for the whole season. These are priced £30 per adult, £20 concessions - for children and 60+ card holders. DBHT reserves the right to change its fares without notice.

- Accompanied children under 5 years of age travel free.
- It is the responsibility of the passenger claiming a child fare to produce evidence of age.
- A passenger must have a valid pass, card or ticket to travel. No ticket or pass must be used that has expired, been defaced, copied, stolen, illegally used or altered.
- Fares are charged in accordance with our current fare tables.
- Passengers paying cash must ensure that they obtain a ticket for their journey from the company official.
- Passengers must retain their ticket throughout the journey for possible inspection by a division official. Kindly refer to our fare conditions as some of our tickets are not transferable.
- Large school and nursery parties should check with the division (01624 697400) before travelling as there may be limited space on some of our services at busy times.

### **GO Card Conditions (embedded microchip card)**

- These terms and conditions apply to the issue and use of Go cards. Please read these terms and conditions to ensure you understand them fully. DBHT reserves the right to amend these terms and conditions periodically and to post any amendments in our Conditions of Carriage and also on our website:  
<http://www.gov.im/categories/travel-traffic-and-motoring/bus-and-rail/>
- **What is a Go card?** A Go card is a travel smartcard introduced by IoM Transport in 2015. It enables the loading of electronic travel products on to it. Full information on all products can be found on our website. Current cards are:
  - **Valid on Douglas Bay Horse Trams**
  - Go Explore for unlimited travel on scheduled bus and rail services for 1, 3, 5 or 7 days.
  - Go Explore Heritage for unlimited travel on scheduled bus and rail services and admission to Manx National Heritage sites for 5 days.
  - Go Horse Tram
  - Go Platinum Reserve
- A standard Go card costs £2 to purchase to cover its production and activation fee. A photograph-bearing Go card costs up to £10 to cover its administration and activation fee.
- Credit or products must be added to your Go card in advance of using it to travel.
- Go cards bearing a photograph can be used only by the card holder and they are not transferable.
- Customers using Go cards should take their card out of any wallet or purse to use it and the card must connect with the electronic ticket machine to be scanned.
- Improper use of a Go card will result in its withdrawal.
- Defective cards that no longer function properly due to normal wear and tear will be replaced free of charge.
- No refunds will be issued for lost or part expired products. The activation charge is not refundable.
- Faulty cards. A small percentage of Go cards may be faulty and not recognised by the electronic ticket readers on IoM Transport services. Standard fares will have to be paid while the card is replaced. Full details on our website:  
<http://www.gov.im/categories/travel-traffic-and-motoring/bus-and-rail/go-cards/go-cards-faqs/#accordion>
- When a Go card is faulty and the fault is not because of an action or failure by the holder, IoM Transport will replace it free of charge and will endeavour to replace any unused products. If you have to pay cash for a non-discounted fare due to a faulty card, you will need to retain your tickets to be considered for a refund up to a maximum of three days' travel. Faulty cards and tickets for any full fare journeys made need to be returned to the Welcome Centre before a replacement card can be issued free of charge.

- As a security measure we will ask you to complete a 4R form before we cancel your card. Any refunds will be calculated from the time/day the form is submitted.
- All applications for refunds and/or replacements should be made in person to the Welcome Centre in the Sea Terminal, Douglas. We may ask for personal identification.
- Where a Go card malfunctions, is physically damaged or defaced and IoM Transport believes it has been misused or the registered holder has failed to take care of it, we reserve the right to charge for its replacement. We will transfer any outstanding credit to your replacement card if we are able to establish the amount remaining on the damaged or malfunctioning card.
- Stolen cards should be reported to the police; you may be asked to provide a police incident number when reporting them stolen. We 'hotlist' or deactivate cards reported lost or stolen. No refunds will be made on hotlisted cards but any credit remaining on a hotlisted card can be transferred to a replacement card that is purchased.
- If a Go card is inactive for 12-15 months the card will automatically be cancelled. Once cancelled, a card cannot be re-activated. Time limit varies according to card type. Standard Go cards – 12 months; Go Explore/Go Explore Heritage cards – 15 months. Go Horse tram cards – season only.
- By applying for a Go card you agree to be bound by these terms and conditions and agree to be bound by and adhere to our Conditions of Carriage.
- **How to apply** Details on how to apply for a Go card can be found on our website. Full information about the full range of Go cards will be listed when they are available. IoM Transport reserves the right to alter the application process without notice. Go Horse tram cards are available on Island only.
  - By completing the online application request you request IoM Transport to process your application and we agree to forward your Go Card to you within 10 working days.
  - IoM Transport will post your Go card to your home address and it will be valid for use from the start date of the bus or rail services to which it applies.
- **Annual and Go Silver (60+ cards) /Go Gold cards:** IoM Transport reserves the right to charge an administration fee of £10 for the reissue of a photograph-bearing Go card, if your card is lost or stolen. That fee may be waived, at the discretion of IoM Transport, if the card is stolen and a crime reference number is provided.
  - IoM Transport will not charge an administration fee if your Go card is faulty unless, as a result of misuse, the card appears to have been tampered with so as to make it electronically or visually unreadable.
  - Any remaining balance or time on an annual Go card may be transferred to a replacement card. No cash refunds will be made.
  - You must notify IoM Transport of any change of name or address or other contact details provided on the application form by either updating the details using your online customer account or by writing to IoM Transport at the address set out in clause 1 above. Failure to notify IoM Transport could result in us being unable to replace or to return your card if it is lost or stolen, or to refund any outstanding credit owed to you under these terms and conditions.

- The Go card scheme may be withdrawn at any time at IoM Transport's sole discretion. The customer will be entitled to a full refund of the remaining value on the Go card and no administration fee will apply where the scheme is withdrawn by IoM Transport.
- **Using your Go card** You may only travel with your Go card if you present your card at time of travel. **You must ensure you are eligible to use the Go card you present.**
  - You must have your Go card available for inspection when travelling at any time. If you are not able to present your card at the time of travel you will be required to pay the standard fare for your journey even if you have credit available on your card. No reimbursements will be made for fares paid when the Go card was not presented.
  - Touch in with a Go card on the electronic card reader when you start your journey.
  - Other top-ups can be made online or in person at main card issuing stations. Further details including opening times can be found on our website.
  - IoM Transport reserves the right to refuse to issue a refund for top-up transactions made in error. To request a refund a 4R form must be submitted with the card to the Welcome Centre or by post to IoM Transport at the address in clause 2 above. Please allow up to 14 days for a refund to be received. Your Go card will be returned once the refund has been made. If you do not wish to be without a Go card during this time, a replacement should be ordered, for which the appropriate admin/activation fee will need to be paid.
- General: The Go card remains the property of IoM Transport at all times and may be withdrawn or cancelled (hotlisted) if the holder fails to comply with these terms and conditions or if IoM Transport believes the Go card has been altered, tampered with or misused. No refunds will be payable in the event of fraudulent or other misuse.
- For more information on Go Cards please visit <http://www.gov.im/categories/travel-traffic-and-motoring/bus-and-rail/go-cards/>

#### 4. Carriage of folding pushchairs.

We welcome passengers with pushchairs on our tram, however, they must be folded and carried in a storage area as the safety of our passengers is a priority and the conductor will always make sure that the gangways are kept clear so as not to obstruct the entry and exit. All folded pushchairs must be securely positioned so that they are stable and do not cause an obstruction or hazard to other customers. It is the conductor's judgment to decide if there is sufficient space available on the tram and his/her decision is final.

## **5. Disabled access.**

Heritage tram carriages were built in less inclusive times and they were not designed for less able people. We are sorry that it may not be possible for some people with some mobility issues to use our services. Unfortunately, we may not be able to assist passengers to board and alight. No wheelchair access is available on our trams.

## **6. Travelling with personal belongings.**

- All small baggage items will be carried free of charge if it does not occupy a seat for an intending passenger. (There is no specific luggage space on the tram but we may be able to accommodate luggage at certain times).
- Passengers must follow all instructions given by the conductor or other company officials in relation to items brought onto the tram.
- We do not carry unaccompanied baggage or parcels.
- All luggage is carried at the owner's risk.
- We cannot be held liable for any loss, damage or inconvenience if you are unable to travel with us because of any restriction.

## **7. Travelling with bicycles.**

- Adult bicycles cannot be carried on the scheduled trams.
- Small children's tri/bicycles may be carried depending upon passenger loadings.
- Folding bicycles which are folded and fully enclosed in a suitable carrying bag will be carried providing there is space available on the tram to do so.

## **8 Travelling dogs and other pets.**

- We do allow dogs to travel on scheduled services tickets are 30p per journey.
- Other small animals are welcome at the discretion of our staff and, if they are permitted on board, they must be in a basket or pet carrier, well behaved and present no danger or nuisance to other passengers or the horse.
- We reserve the right to ask you to leave the tram with your animal at any time if the conductor feels that the animal in question is a danger or nuisance to the passengers or the horse.
- In no case will livestock or non-domestic animals be conveyed.

## 9. Lost property

- Any property found on a tram must be handed to a company official. To reclaim lost property; telephone +44 1624 662525 to state which service the item was left on and provide a full description of the lost property. Alternatively you can email the details to [publictransport@gov.im](mailto:publictransport@gov.im). Further information can be found in the relevant information section at [www.rail.im](http://www.rail.im)

## 10. Miscellaneous

- Small personal portable oxygen units can be carried on board our trams. All manufacturer's instructions must be followed, and the unit must be carried in an approved case or backpack. The unit must be inspected for any leaks before you travel.
- All commendations, enquiries, suggestions or complaints should be addressed to: Customer Services, Public Transport, Transport Headquarters, Banks Circus Douglas IM1 5PT. Email [publictransport@gov.im](mailto:publictransport@gov.im).