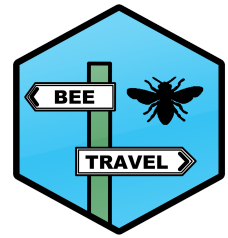


Conditions of Carriage



These general conditions apply to all passengers travelling with BEE Travel & BEE Expeditions (trading under High BEE Ltd) and their property.

1. DEFINITIONS & INTERPRETATION

1.1 In these general conditions, unless the context otherwise requires:

1.1.1 the singular includes the plural and vice versa; 1.1.2 words importing one gender include all genders; 1.1.3 any reference to "persons" includes actual persons, firms, companies, associations, organisations and trusts; 1.1.4 any reference to any clause is to a clause of this agreement; and 1.1.5 any reference to "including" or "includes" means including without limitation.

2. CARRIAGE SERVICES

- 2.1 We agree to carry you and your property on the journey permitted by your ticket/booking within the operating area on the term and conditions of your carriage.
- 2.2 We reserve the right to alter, suspend, withdraw, cancel or deviate the route of any vehicle or service or to alter all or any of the operating times of the services set out in the timetables. Once you have boarded a vehicle, we will use our best endeavours not to deviate the route of the vehicle or cancel the service. If, once you have boarded the vehicle, the service takes over one hour longer than could be considered reasonable (taking into account all circumstances such as time and day of travel) due solely to our negligence we will refund the cost of your ticket.
- 2.3 The running times set out on any timetable are only approximate. We do not undertake that any service will start or arrive at the published time or that any service will connect with any other service shown as a connecting service.
- 2.4 You must not board or alight from a vehicle unless the vehicle:
- (a) Is at a bus stop (unless you are expressly permitted to alight at a non-designated bus stop by the driver); and
 - (b) Is stationary.

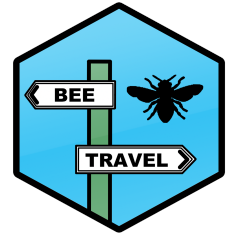
3. PAYMENT OF FARES

- 3.1 If you board the vehicle between the fare stages as described in the fare tables, you will be charged from the previous fare stage. If you alight between fare stages, you will be charged to the fare stage beyond. If you travel beyond the stage point to which you have paid, you must pay the fare applicable from that point to the next point where you are leaving the vehicle. If no ticket has been purchased, then you must pay the correct single fare from the start of your journey to the point at which you wish to alight.
- 3.2 You are asked to assist the driver by tendering the correct fare promptly and are particularly requested on the payment of the fare to see that you have received the correct ticket, corresponding to the fare you have paid. Your ticket should be a new one issued in your presence. Figures in brackets at the side of the fare tables denote the fare stage number as printed on the tickets.

4. TICKETS

- 4.1 Tickets are not transferable to another person.
- 4.2 Defaced or mutilated tickets are not valid for travel. We will not accept any application for the fare refund for defaced or mutilated tickets or for lost tickets. We will replace any tickets; travel passes or smartcards at our entire discretion.
- 4.3 All tickets remain property of BEE Travel and must be retained for inspection and/or given up on request by an inspector or driver or other duly authorised official of BEE Travel. Failure to do so may

Conditions of Carriage



involve the payment again of the appropriate fare, or a penalty fare, if such a scheme is in force. Details of any penalties payable will be displayed on notices in the vehicles when applicable.

- 4.4 You may not purchase a single ticket for a single journey, break the journey at an intermediate bus stop and then resume it later.
- 4.5 If two or more persons are included on the same ticket the purchaser acts as the agent for the other passenger for the purposes of the carriage contract.

5. CONDUCT OF PASSENGERS

You are carried subject to the provisions of all applicable legislation regarding your conduct from time to time including the Public Service Vehicles (Conduct of Drivers, Conductors and Passengers) Regulations 1990 SI 1020, as amended by SI 1995/186.

6. STANDING PASSENGERS

We carry standing passengers in accordance with the Public Service Vehicles and Trolley Vehicle (Carrying Capacity) Regulations 1984 SI 1406, as amended by SI 1996/167 and by virtue of the Road Traffic Act 1991 s46.

7. CARRIAGE OF DOGS

Dogs are permitted on the upper deck of a double deck vehicle and in the front portion of single deck vehicles only. If you bring a dog on to a vehicle then you must carry it or hold it in a leash for the whole of the journey. Dogs are not allowed on the seats. A charge will be made for dogs as shown in the fare tables. Separate provisions apply to guide dogs.

8. PASSENGERS' PROPERTY

Property carried by you shall be placed in the luggage rack provided or such part of the vehicle as the driver may direct. No property which is, in the opinion of the driver, unsuitable for the conveyance in a vehicle (due to its size or otherwise) shall be carried by us. Property is carried free of charge at your risk and we accept no responsibility whatever for any loss or damage to it however caused (including where we, or anyone else, have been negligent).

9. LOST PROPERTY

- 9.1 Property left on any of our vehicles will be dealt with according to BEE Travel policy. If you find property accidentally left in a vehicle you must immediately hand it to the conductor or driver of the vehicle in the state at which you find it, or where this is not practicable, deliver it to our lost property office.
- 9.2 We will lodge any property left on any of our vehicles and found or handed to one of the BEE Travel employees in custody at our lost property office located at: The Hive, Halton Mill, Mill Lane, Halton, Lancaster, LA2 6ND.

10. OFFICIAL REGULATIONS

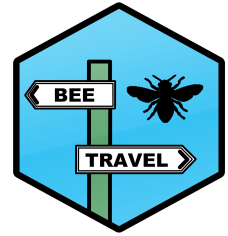
Full copies of all the Laws and Regulations referred to in these General Conditions are available for inspection at our Registered office.

11. ENQUIRES AND COMPLAINTS

All enquiries or complaints should be addressed to: The Hive, Halton Mill, Mill Lane, Halton, Lancaster, LA2 6ND.

12. OUR LIABILITY TO YOU

Conditions of Carriage



- 12.1 Nothing in these General Conditions or in your Carriage Contract shall; 12.1.1 exclude or restrict our liability to you in respect of death or personal injury to you while being carried in, or entering or alighting from the vehicle resulting from our negligence; 12.1.2 impose any conditions with respect to the enforcement of any such liability (unless such death or injury arises in the circumstances outlined in clause 3.2 of these General Conditions.; or 12.1.3 excludes or restrict any liability to you for any fraud or fraudulent misrepresentations made by us to you.
- 12.2 BEE Travel will not be liable for any loss, damage or inconvenience which may be sustained by any person through the alteration, suspension, withdrawal, cancellation, delay or deviation of any route (subject to the provisions contained in clause 2.2) of any vehicle or service or through the failure of any vehicle to provide a service, or to stop when called upon to do so, or to depart or arrive at the times stated in the timetable or through any inability to accommodate passengers, or through the display of any incorrect or misleading destination notice, or due to any other cause howsoever arising and whether your claim arises in tort (including as a result of our negligence), contract, under statute or otherwise (subject to the provisions contained in clause 13.1).
- 12.3 We shall have no liability for any loss suffered by you were caused by a circumstance beyond our control including war or threat of war, weather conditions, failure of information technology, failure of a third party, accidents on the road, vandalism, terrorism, strike action, delays caused by other passengers or traffic delays.
- 12.4 In no event shall we be liable to you for losses or damages sustained by you of more than £200 per claim whether your claim arises out of breach of contract, tort (including negligence), statutory duty or otherwise (subject to the provisions contained in clause 12.1)

13. DATA PROTECTION

In certain circumstances, for example, where you travel with us using a smartcard or you complete any customer surveys commissioned by us, we will collect your personal data. We undertake to collect and process such data only in accordance with the principles contained in the Data Protection Act 1998.

14. THIRD PARTY RIGHTS

Only you and BEE Travel are entitled to enforce any terms of the carriage contract. No third party is entitled to enforce any of the terms except where the carriage contract expressly provides that such person is entitled to enforce any of its terms, in accordance with the Contract (Rights of Third Parties) Act 1999.

15. INVALIDITY

If a provision in the carriage contract is held to be illegal, invalid or unenforceable then such provision shall, to that extent, be deemed to be deleted from the remainder of the carriage contract which shall remain unaffected.

16. WAIVER

No failure to exercise and no delay in exercising any right or remedy in connection with the carriage contract shall operate as a waiver of that right or remedy. A waiver of any breach shall not be deemed to be a waiver of any subsequent breach.

17. REMEDIES CUMULATIVE

The rights and remedies contained in the carriage contract are cumulative and are not exclusive of any other rights or remedies provided by law.

18. LAW AND JURISDICTION

This Carriage Contract is subject to English law and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.