

# Website terms of use

Please read these terms and conditions carefully before using this site.

These terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of any of our website metrobus.co.uk (our site) whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use our site.

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## Legal identity

Metrobus Limited is a company registered in England (No. 01742404 whose registered office is at 3rd Floor, 41-45 Grey Street, Newcastle upon Tyne, NE1 6EE. We are a limited company.

Vat Number: GB378 4755 00

This website is owned and operated by Brighton & Hove Bus and Coach Company Limited (BHBC)

## Other applicable terms

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us.
- Our Cookie Policy, which sets out information about the cookies on our site
- Use of credit or debit cards to make payments on our site are subject to your card issuer's terms and conditions

If you purchase tickets from our site, those tickets are subject to the National Rail/Bus Conditions of Carriage. You are strongly advised to read those conditions which contain limitations and exclusions relating to our liability in respect of loss caused by delays or cancellations. Once you have received your tickets it is your responsibility to check that the tickets issued are accurate. We are only responsible for issuing tickets in accordance with your instructions.

## **Changes to these terms**

We may revise these terms of use (and any of the other Applicable Terms listed above) at any time by amending this page.

Please check this page from time to time to take notice of any changes we made, as they are binding on you.

## **Prohibited uses**

You may only use the Site for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.

You must not illegally transmit, distribute or store any material or violate any applicable regulation. This includes, without limitation, material which is protected by copyright, trademark, trade secret or intellectual property right which you use without permission. Further details are set out in the section headed Intellectual Property Rights below.

You must not access without authority, interfere with, damage or disrupt, any part of our site; any equipment or network on which our site is stored, any software used in the provision of our site, or any equipment or network or software owned or used by any third party.

You may not circumvent or attempt to circumvent BHBCC's security (referred to as 'cracking' or 'hacking').

In the interests of all our users, BHBCC will co-operate with investigations by any law enforcement or relevant authorities of suspected criminal activity or violation of systems or network.

## **Accessing our site**

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate or available in other locations. We may limit the availability of our site at any time and the rail services referred to on our site are geographically limited. If you choose to access our site from outside the United Kingdom, you do so at your own risk.

### **Your account and password**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us by calling 01273 886 200

### **Intellectual property rights**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made

### **Linking to our site**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not scrape data from this site for any reason.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to make any use of content on our site other than that set out above, please contact Customer Services.

### **Third party links and resources in our site**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those sites or resources.

### **Applicable law**

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales

### **Advertisements**

The Site may contain material, including advertising and sponsorship, which originates from third parties. BHCC excludes, to the extent permitted by law, all liability for any illegality arising from or error, omission or inaccuracy of such material or failure to comply with any relevant law or regulation. It is the responsibility of such third parties to ensure that such material complies with all relevant laws and regulations.

## **Disclaimer and Limitation of Liability**

BHBCC makes no express or implied warranty as to:

- The information accessible via the Site being accurate, complete, fit for any particular purpose or current.
- The Content being free from infection by viruses or anything else that has contaminating or destructive properties
- The operation, quality, functionality, accessibility of the Site

The information on the Site is provided 'as is' and 'as available'. It is for information purposes only and BHBCC does not hold itself out as providing any advice or recommendation of whatsoever nature and you should not rely on any information on the Site to make (or refrain from making) any decision or take (or refrain from taking) any action. In particular, while BHBCC makes every effort to ensure that the information contained on the Site is accurate, BHBCC cannot warrant and does not take responsibility for the accuracy of the information displayed on the Site.

You hereby agree to fully indemnify BHBCC against any claim brought by a third party resulting from use of the Site by you and in respect of all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal costs and expenses), or liabilities, whatsoever suffered or incurred directly by BHBCC in consequence of your breach or non-observance of these Terms.

### **Limitation of our liability**

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

### **Unauthorised access by third parties**

It is possible that third parties such as 'hackers' or 'crackers' may access the Site and alter its contents. BHBCC will not be liable for any damages or loss arising out of or in connection with such unauthorised access. BHBCC excludes all liability in respect of any unauthorised access to the fullest extent permitted by law.

### **Privacy**

We take the issue of data protection very seriously. We may collect information about you while you browse the Site if you are a registered user of the Site. Our policy is set out in our Privacy Statement.

### **Miscellaneous**

If at any time any part of this agreement becomes invalid, illegal or unenforceable in any respect, that invalid, illegal or unenforceable part shall be severed from the remainder of the agreement and the validity, legality and enforceability of the remainder of the agreement shall not be affected or impaired in any way.

Further, the invalid, illegal or unenforceable part will be deemed superseded by a valid, legal or enforceable part that most closely satisfies the intention of the original part. The validity, legality and enforceability of the remainder of the agreement shall not be affected or impaired in any way.

### **General**

You may not assign, sub-license or otherwise transfer any of your rights under these Terms.

These Terms cannot be varied except in writing by BHBCC. Nothing said by any employee or agent of BHBCC will be capable of varying these Terms.

Failure by either party to exercise any right or remedy under these Terms does not constitute a waiver of that right or remedy. Headings in these Terms are for convenience only and will have no legal meaning or effect.

The parties do not intend any of these clauses to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.