

Cumberland Go App

Terms & Conditions

Acknowledgement and Acceptance

The use of the App and the Services is governed by the terms and conditions set out below, as updated by **Cumberland Council** from time to time. By downloading the App and/or using the Services, a User is taken to have accepted the terms and conditions in their entirety and a contractual relationship is formed between the User and **Cumberland Council**. A User is responsible for their compliance with these terms and conditions (including any updated versions).

PLEASE ENSURE YOU READ AND UNDERSTAND THE TERMS AND CONDITIONS FULLY BEFORE USING THE APP OR THE SERVICES.

If a User does not agree to these terms and conditions they must not use the Services or the App. These terms and conditions supersede any prior arrangement between the User and **Cumberland Go**. **Cumberland Council** may at any time update these terms, cease offering some or all of the Services or terminate the contractual relationship established above. Amendments to these terms and conditions will be published on the **Cumberland Council** website and continued use of the App or the Services by the User is taken as acceptance of the amendments.

Users will require their own internet connection to use the application and will be responsible for any associated costs of data use. Users are responsible for enabling notifications from The App to ensure Users receive confirmation of the booking, notifications in relation to their trip any other updates or notifications from **Cumberland Council** and **Cumberland Go** from time to time. Users may choose not to enable notifications however by doing so, User acknowledges that their use of the App may impact their use of the Services.

In addition, supplemental terms may apply to certain services, such as the use of WiFi on the Vehicles – these will be made available by **Cumberland Council** on their website or at the time of use.

Definitions

In these terms and conditions, the following terms and definitions apply unless otherwise stated:

“App” means the **Cumberland Go** customer application available for download from the Google Play and Apple iOS stores.

“Associated Parties” include **Cumberland Council** related entities, its contractors and subcontractors.

“Booking” means a confirmed agreement for **Cumberland Go** to pick up the User at a nominated time and location and transport them to an agreed location.

“Conditions of Carriage” means the Conditions of Carriage applicable to Users when using the Services, available on the **Cumberland Council** website:

“Service Region” means the geographical zone the service is available in

“Services” means the provision of shuttle services by or on behalf of **Cumberland Council** within a dedicated Region and available to be booked by the User.

“Cumberland Council” refers to the Local authority providing the services

“User” means any individual that downloads the App and/or uses the Services.

“Vehicle” means a vehicle used by **Cumberland Council** to provide the Services.

Description of the Services

Account requirements

To access the Services, Users will need to create an account in the App or on the Cumberland Council website.

The creation of an account will require the provision of Personal Information. Cumberland Council will treat all Personal Information provided by the User in accordance with our Privacy Policy – [Privacy notice](#)

By becoming a User, individuals warrant that they have the right, authority and capacity to enter into and abide by these terms and conditions and agree not to allow any other person to access their account.

CUMBERLAND COUNCIL DOES NOT WARRANT THAT THE APP OR THE SERVICES WILL BE ACCURATE, RELIABLE, SECURE, ACCESSIBLE OR FREE FROM ERRORS OR DEFECTS. IT IS THE RESPONSIBILITY OF THE USER TO INVESTIGATE WHETHER USE OF THE SERVICES WILL MEET THEIR REQUIREMENTS.

Bookings

When is a Booking made?

A Booking is made on confirmation from **Cumberland Go** and notification of the estimated pick-up time is provided. Until a User has received this notification, no Booking will be accepted by **Cumberland Go**.

Cumberland Council reserves the right to refuse carriage to Users who require a diversion from the timetabled route, if they do not book by 4pm the day before the trip.

Cumberland Council reserves the right to decline a booking request if the maximum route diversion time has been booked up by other users.

Multiple Passengers

Users must nominate at the time of Booking if booking a trip for additional passengers to that User. A User acknowledges that a failure to notify **Cumberland Council** at the time of arranging

the Booking may entitle Cumberland Council to refuse carriage to the additional passengers and/or cancel the Booking in its entirety.

Seat allocation

The Services currently do not provide for allocated seating, and it is therefore the responsibility of the User to select a seat when they board the Vehicle. The safety of the User, including the use of seatbelts, is the responsibility of the User in all circumstances.

Changes to Bookings

You can cancel your trip through the **Cumberland Go** app.

If a User repeatedly cancels trips without notifying Cumberland Council in advance, the User may be automatically 'red flagged' in our systems and may not be able to book On Demand trips in the future.

Conditions of Carriage

When using the Services, the User agrees to abide by all relevant regulations and policies, including but not limited to those set out on the Cumberland Council Website: [Privacy notice](#)

Cumberland Council's Conditions of Carriage can be found on Cumberland Council's website and set out Cumberland Council's policies including those in relation to passenger behavior, luggage and assistance animals.

A failure to abide by any of the above may result in the **Cumberland Council** prohibiting a User from using the Services and/or suspending their account.

Privacy and Personal Information

Use of the App or Cumberland Council website may require individuals to disclose personal information when creating their user profile. The App will also collect information about the Users use of the Services, including trips booked and payments made. Any Personal Information received by Cumberland Council will be treated in accordance with our privacy policy. [Privacy notice](#)

The information and data from these Services may be used to generate anonymized and aggregated statistical and analytical data and be used for the Associated Party's (Liftango) internal research and product development purposes and to conduct statistical analysis and identify trends and insights. In addition, the Associated Party (Liftango) may supply the aggregated statistical and analytical data to third parties following Cumberland Council's written consent. Personal Information (information or an opinion about passengers), collected from Users, such as name, date of birth, contact details, or sensitive personal information (including information about mobility/accessibility requirements) (together Personal Information) collected by Cumberland Council will be disclosed to Cumberland Go.

The Cumberland Council may also use passenger contact details to conduct surveys relating to the provision of the Service provided by Cumberland Council.

By using the Services provided by **Cumberland Council**, Users can consent to the collection, use and disclosure of their Personal Information in the manner outlined above. The consents and rights above will expire at the expiry of these Terms and Conditions.

Ownership of Intellectual Property

All Intellectual Property associated with the Services is owned by **Cumberland Council**, its Associated Party (Liftango) or **Cumberland Go** unless otherwise specified. Through these terms and conditions, the User is granted a revokable, non-perpetual, non-exclusive license to use the App for the purposes outlined above and no other purpose. Cumberland Council and **Cumberland Go** give no warranties, and will not in any circumstances be liable for, the infringement of third-party Intellectual Property rights in relation to the Use of the App.

Any material (other than Personal Information) uploaded by the User will become the property of **Cumberland Council**. This includes feedback comments, ratings of **Cumberland Council** drivers or Services and promotional materials uploaded onto social media sites and pinned to the Services. By uploading any images or other materials onto public areas of the application, the User consents to the use of these in promotional material or other publications by **Cumberland Council**.

Limitation of Liability

Cumberland Council will, always, use best endeavors to deliver the Services in line with these terms and conditions, the Conditions of Carriage and the Customer Charter.

TO THE EXTENT PERMITTED BY LAW, **CUMBERLAND COUNCIL** AND ITS ASSOCIATED PARTY (LIFTANGO) ARE NOT LIABLE FOR ANY LOSS (INCLUDING DIRECT OR INDIRECT LOSSES, DAMAGE, LIABILITY OR EXPENSES ARISING NATURALLY FROM THE PERFORMANCE OR NON-PERFORMANCE (INCLUDING ANY NEGLIGENT OR WILFUL ACT OR OMISSION) ANY BREACH OR DEFAULT BY **CUMBERLAND COUNCIL** OR A THIRD PARTY) CAUSED BY OR CONTRIBUTED TO BY THE USER'S USE OF THE APP OR THE SERVICES.

WITHOUT LIMITING THIS SECTION, **CUMBERLAND COUNCIL** WILL NOT BE LIABLE FOR ANY COSTS INCURRED BY A USER AS A RESULT OF A CANCELLED SERVICE, INCLUDING CONSEQUENTIAL DAMAGES OR THE COST OF ALTERNATIVE TRAVEL ARRANGEMENTS, INCLUDING WITHOUT LIMITATION FOR ANY FAILURE TO MEET A SUBSEQUENT JOURNEY ON ANY FORM OF TRANSPORT.

SUBJECT TO THE BELOW, IN NO EVENT WILL **CUMBERLAND COUNCIL'S** LIABILITY TO A USER **EXCEED £1,000 IN RELATION TO ANY INCIDENT OR CLAIM.**

You are also entitled to be compensated for any other reasonably foreseeable loss or damage.

Indemnity

YOU AGREE TO INDEMNIFY [Cumberland Council], AND ASSOCIATED PARTIES, AS WELL AS THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, LIABILITIES, LOSSES AND EXPENSES ARISING FROM OR IN CONNECTION WITH:

1. YOUR USE OF THE APP AND/OR THE SERVICES;
2. YOUR BREACH OR VIOLATION OF ANY OF THESE TERMS;
3. Cumberland Council's USE OF INFORMATION PROVIDED BY YOU (PROVIDED THIS IS IN ACCORDANCE WITH OUR PRIVACY POLICY); OR
4. YOUR VIOLATION OF THE RIGHTS OF ANY THIRD PARTIES, INCLUDING THIRD PARTY PROVIDERS AND OTHER USERS.

Suspension or Termination of Accounts

There is also the ability for comments and feedback to be left through the App – see the FAQs on the **Cumberland Go** website for further information.

A series of poor ratings may result in the Cumberland Council prohibiting a User from using the Services and/or suspending their account. This is subject to investigation.

Dispute Resolution

Cumberland Council values feedback, questions and concerns from Users in relation to the App and the Services and will endeavor to respond to all genuine enquiries as soon as possible.

All feedback and enquiries should be lodged at first instance using the service call center support line and email:

- integrated.transport@cumberland.gov.uk
- Telephone: 07788 396194
- Telephone: 0333 240 6965 (option 5 – charged at local rate)

General Provisions

Relationship between the Parties

In relation to the performance of Services, **Cumberland Council** will provide the Services as an independent contractor and nothing in these Terms and Conditions will be construed so as to constitute **Cumberland Council** as an employee of the User or constitute a partnership between the parties or so as to constitute either party as the agent or legal representative of the other party.

Applicable Law

The use of the App and the Services will be governed and construed in accordance with the laws of England and Wales and the User submits to the non-exclusive jurisdiction of the courts.

Entire Agreement

This document records the entire agreement between the parties. The parties exclude all terms implied by law, where possible. Neither party has given any warranty or made any representation to the other party about the Services, other than those warranties and representations expressed in this document.

Severance

In the event that any term should be held to be unenforceable that term shall be read down or severed and the remainder of these terms and conditions shall continue to apply to the Services.

Contacting Us

If you have any questions regarding any legal aspect of this document, please send us an email at integrated.transport@cumberland.gov.uk