

Introduction

“**Vectare Limited**” is a company registered in England and Wales, with its registered address at 29 Arboretum Street, Nottingham, NG1 4JA and registered number 09964786.

“**VBO Transport Limited**” is a company registered in England and Wales, with its registered address at 29 Arboretum Street, Nottingham, NG1 4JA and registered number 12464327.

These Terms and Conditions of Carriage (“**these terms**”) are applicable to journeys with Vectare Limited and VBO Transport Limited. References to “**Vectare**” and “**The Company**” throughout these terms refer to both Vectare Limited and VBO Transport Limited.

Our Passenger Charter (“**the charter**”) sets out our commitments to you and outlines the manner in which we will deliver our services. However, these terms are the legal agreement between us and you, and these terms shall be the exclusive basis upon which a contract between us and you, for your carriage, shall be formed. For the avoidance of doubt, the commitments, rights and remedies set out in the charter do not form part of these terms, and our legal liabilities to you, if any, shall be limited to those set out in these terms and those which are conferred upon us by English Law.

Definitions

“**APPROPRIATE FARE**” shall mean the correct sum of money due to be paid to Vectare for the journey that is being made;

“**AUTHORITY TO TRAVEL**” shall mean any valid proof that you have of your right to travel with Vectare that has been issued to you in a correct and non-fraudulent manner, for example an English National Concessionary Travel Scheme pass;

“**CANCELLATION**” shall mean an occasion when a Service does not operate some or all of a particular departure, or when a Service departs from any Timing Point more than one (1) minute prior to the scheduled departure time from that Timing Point;

“**CLASS 2 MOBILITY SCOOTER**” shall mean a Class 2 Invalid Carriage as defined in The Use of Invalid Carriages on Highways Regulations 1988;

“**CONCESSIONARY TICKET**” shall mean any Valid Ticket which is available to you only if you are, or are not, a certain characteristic;

“CONTACTLESS DEVICE” shall mean any item equipped to allow you to make a credit or debit card payment using the contactless system (i.e. not Chip and Pin), including a contactless credit or debit card or a contactless payment enabled mobile device;

“CPT MOBILITY SCOOTER PERMIT” shall mean a permit issued by an organisation in accordance with the Confederation of Passenger Transport (CPT) Mobility Scooter Code, where that permit has been issued following a satisfactory inspection of the holder’s mobility scooter and the fact that the permit has been issued confers upon the holder the right to travel on public service vehicles in their mobility scooter;

“DAY RETURN TICKET” shall mean a Return Ticket which is a Valid Ticket only on the date printed on the ticket;

“DELAY” shall mean an occasion when a Service departs from any Timing Point more than five (5) minutes after the scheduled departure time from that Timing Point;

“DESIGNATED BUS STOP” shall mean a location which has been designated, as shown at the roadside and / or on printed and / or online publicity, as a location at which the Service in question can set down and / or board passengers;

“DIVERSION” shall mean an occasion when a Service cannot serve all of its Designated Bus Stops and / or cannot serve all of its Hail and Ride area(s);

“ENGLISH LAW” shall mean the common law legal system of England and Wales, comprising both criminal law and civil law, and additionally the courts and procedures governing each such category of law;

“ENGLISH NATIONAL CONCESSIONARY TRAVEL SCHEME” shall mean The national concession as defined in Section 1 of the Concessionary Bus Travel Act 2007;

“FARE STAGE” shall mean a Designated Bus Stop from which, and to which, the Appropriate Fare for your Journey can be calculated by reference to the relevant Fare Table for the Service(s) in question;

“FARE TABLE” shall mean a document listing the Appropriate Fare to be charged for Journeys between individual Fare Stages;

“HAIL AND RIDE” shall mean arrangements for picking up and setting down passengers whereby passengers do not board or alight at a Designated Bus Stop, but instead board or alight at a Safe Stopping Location;

“INSPECTOR” shall have the same meaning as given in Section 24 of the Public Passenger Vehicles Act 1981;

“JOURNEY” shall mean the act of travelling on one of our Vehicles from the place where you board the Vehicle to the place where you alight from that same Vehicle;

“MOBILITY SCOOTER” shall mean a Class 2 Invalid Carriage or a Class 3 Invalid Carriage as defined in The Use of Invalid Carriages on Highways Regulations 1988;

“PASSENGER” shall mean any person who travels on one of our Vehicles;

“PERSONAL DATA” shall have the same meaning as given in Section 3 of the Data Protection Act 2018;

“PRIORITY SEAT” shall refer to any location on a vehicle which has been so designated for use by passengers with certain specific requirements or characteristics, where all passengers are made aware of the designation of that location as such by way of prominent signage situated in, or adjacent to, that location;

“PSVAR EXEMPT” shall mean a vehicle which either has capacity for no more than 22 passengers or is covered by a documented special authorisation from the Department for Transport;

“PUBLIC SERVICE VEHICLE” shall have the same meaning as given in Section 1 of the Public Passenger Vehicles Act 1981, and shall hereafter be referred to as a “Vehicle”;

“REGISTERED LOCAL BUS SERVICE” shall have the same meaning as given in Section 2 of the Transport Act 1985, and shall hereafter be referred to as a “Service”;

“RETURN TICKET” shall mean a Valid Ticket valid for two Journeys between the two locations printed on the ticket;

“SAFE STOPPING LOCATION” shall mean a location, other than a Designated Bus Stop, along the route of a Service that has been designated as Hail and Ride, where it is safe for the Vehicle to stop for the purpose(s) of setting down and / or boarding passengers;

“SERVICE DELIVERY CENTRE” shall mean the Vectare department, available to a passenger by telephone (0115 777 3187) or email (contact@vectare.co.uk) responsible for ensuring that a safe, legal and high quality service is delivered;

“SINGLE TICKET” shall mean a Valid Ticket valid for one Journey between the two locations printed on the ticket;

“SOCIAL MEDIA CHANNELS” shall mean official Vectare accounts on social media platforms as detailed, and updated from time to time, online at vectare.co.uk/localbus;

“STANDARD REFERENCE WHEELCHAIR” shall mean a wheelchair that has a maximum width of 700mm, a maximum length of 1200mm, a maximum sitting height of 1350mm and a footrest no more than 150mm from the floor;

“TIMETABLE INFORMATION” shall mean details of the Services that we operate and the times at which the Services run, alongside details of the Designated Bus Stops served by the Services;

“TIMING POINT” shall mean a Designated Bus Stop from which the punctuality of Services can be determined, as printed on the Timetable Information for that Service;

“VALID TICKET” shall mean a ticket valid for travel for all, or part, of your Journey.

About Us

These conditions apply to all passengers making journeys with Vectare. When you purchase or use a valid ticket, or board one of our vehicles, you agree to comply with these conditions.

Our Timetables

We will use our best endeavours to provide you with timetable information that is up to date, accurate and accessible to you. We provide timetable information on our website ("vectare.co.uk/localbus") and on board our vehicles. You can also request that we supply you with timetable information by post.

We will support you with planning your journey in advance. If you require timetable information in a different format (e.g. large print) we will use our best endeavours to provide this. You can request support and advice in relation to a potential journey with us by email, telephone or letter.

When we decide to make a change to timetable information, we will inform you of this by putting signage up at bus stops, on board our vehicles and in other key locations as we deem appropriate. Information will also be placed on our website and our social media channels. You will also be able to request copies of the updated timetable information by post in advance.

From time to time our vehicles may fail to adhere to the published timetable information. A delay, diversion and / or a cancellation may occur. Our team works hard to ensure that delays, diversions and cancellations occur as infrequently as possible, and are as mild as possible.

There are various causes of delays, diversions and cancellations. These include, but are not limited to, traffic congestion, adverse weather conditions, roadworks, road traffic collisions, and mechanical failures. Some of these causes are beyond our control. Therefore, although we will use our best endeavours to inform you of delays, diversions and cancellations when they do occur, we reserve the right to alter, suspend or withdraw a service and to alter the route, bus stops or times of any service without notice or liability to you.

You should arrive at the bus stop at least five (5) minutes prior to the scheduled departure time of your vehicle, with reference to the prevailing timetable information in place on the day of your journey. This ensures that you are still able to make your journey in the event of a discrepancy between your timepiece and ours.

Getting on our vehicles

Except for services which are promoted as being Hail and Ride, you must only get onto one of our vehicles at a designated bus stop.

We will use our best endeavours to ensure that the service number for each service serving a designated bus stop is clearly marked on that designated bus stop. We will also use our best endeavours to ensure that each of our vehicles displays clear and legible signage at the front of the vehicle which indicates the service number and destination of that vehicle.

As one of our vehicles approaches, you must check that the service number and destination of the vehicle are compatible with your journey. If you are unsure, you should stop the bus and ask the driver. You must give a clear hand signal to the driver to indicate that you wish for them to stop at the designated bus stop that you are waiting at.

When the vehicle has stopped you must allow passengers to get off before you try to board. We will use our best endeavours to transport everybody who wishes to be transported, even if you are running late and are not at the designated bus stop at the point that the vehicle is ready to depart. If our driver sees you, they will wait for you to reach the designated bus stop before departing. However, once the driver has signalled to pull away from the designated bus stop, you will not be able to board the vehicle because the driver is committed to rejoining the main traffic flow.

In the case of a service that is promoted as being Hail and Ride, all of the above provisions will still apply. However, you may signal to the driver that you wish to be collected from any safe stopping location. Therefore, in the case of a journey involving a service that is promoted as being Hail and Ride, the above provisions in relation to getting onto one of our vehicles should be read such that “designated bus stop” is replaced with “safe stopping location”.

Paying for your journey

In order to make a journey with us you must pay the appropriate fare, or display proof of an authority to travel. In some cases the appropriate fare may be nil. Payment of the appropriate fare and / or the display of an authority to travel is not a guarantee of travel and nor is it the guarantee of a seat being available to you for any or all of your journey with us.

Where one of our vehicles has a capacity for standing passengers, you may be required to stand up for some or all of your journey with us.

We only accept Pounds Sterling (GBP) as payment towards the appropriate fare. Our drivers accept cash in any denomination up to a £20 note. You can also pay using a contactless credit or debit card or mobile payment enabled mobile device on certain services.

When you board one of our vehicles for the purpose of making a journey, you must:

1. State your destination and your desired ticket type and; tender appropriate cash to at least the value of this ticket type or make a payment using a contactless device; or
2. State your destination and show the driver proof of authority to travel for your journey

If you hold authority to travel for only part of your journey, you must show this to the driver when you board and then make a separate payment to cover the remainder of your journey. If you are requesting a concessionary ticket then the driver is entitled to ask you for proof of your entitlement to such a ticket, and you must show such proof to obtain the concessionary ticket.

Where a ticket is issued, you must take and retain this throughout your journey. If, at any point during your journey, you are requested to do so by a company representative, you must show (a) ticket(s) and / or authority to travel valid for the journey that you are making. Failure to do so will result in a standard fare of £25 being charged to you. This will be immediately payable to the company representative, who will issue a receipt. The receipt will act as authority to travel until the conclusion of the journey that you are making at the time of encountering the company representative.

You must check your ticket as soon as it is issued to you, and make the driver aware of any errors immediately. Errors not highlighted immediately will not be rectified at a later time. Tickets which are lost, stolen or damaged, or mutilated beyond the point that all printed information can be easily read, cannot be reissued and will cease to be a valid ticket. No refund will be paid in the event of a ticket being lost, stolen, damaged or mutilated. You must not transfer a ticket to any other person. Unless specified otherwise in the specific Terms and Conditions for that ticket, no ticket can be a Valid Ticket if it is being used by any person other than the person who purchased it.

A Single Ticket is valid for one journey between two specified points on the same vehicle at the time of purchase. A break in your journey is not permitted.

A Return Ticket is valid for two journeys between two specified points. A break in each journey is not permitted. When using a Return Ticket for the second journey you must hand the ticket to the driver for validation. Some Return Tickets are marked as Day Return Tickets, which are valid only on the day of issue. Other Return Tickets are valid for 12 months from the date of issue, however Vectare accepts no liability for any changes to, reductions in or withdrawals of the service(s) that the Return Ticket is valid on.

You may request that the driver of any vehicle provides you with a copy of the Fare Table for the Service that that driver is driving at that moment in time.

If you board at a Designated Bus Stop which is not a Fare Stage, you will be charged from the preceding Fare Stage. If you alight at a Designated Bus Stop which is not a Fare Stage you will be charged to the following Fare Stage.

Any ticket marked, advertised or promoted as being for the use of Child passengers shall only be valid for use by persons less than 19 years of age. Any such ticket used by any person 19 years of age or older shall not be regarded as a Valid Ticket.

Persons less than five years of age are permitted, as a concession from Vectare, to travel free of charge on the majority of our services. We will clearly identify services where this concession does not apply. We reserve the right to withdraw this concession temporarily or permanently at any time, and the existence of this concession shall not be regarded as conferring a contractual right to travel free of charge onto persons who are less than five years of age.

English National Concessionary Travel Scheme bus passes are Valid Tickets when they are correctly used, with regards to geographical and temporal restrictions which apply to the type of bus pass held. We do not accept Scottish, Welsh, Northern Irish or any other concessionary travel scheme bus passes.

Travelling with us if you use a wheelchair

We are committed to ensuring that our Services are accessible to all. We welcome passengers who use wheelchairs travelling with us, and we will do all that is reasonably practicable to enable a smooth and pleasant journey when travelling with us and using a wheelchair.

We comply fully with the Public Service Vehicle Accessibility Regulations 2000 (PSVAR). This means that when you travel on any of our Services, a vehicle will be provided that can accommodate a Standard Reference Wheelchair, unless the vehicle is PSVAR Exempt. Our Drivers will provide as much assistance as they can safely and comfortably offer, including deploying the wheelchair ramp or lift and ensuring that you are suitably secured in the designated wheelchair area prior to departure.

If you use a Mobility Scooter, you may be able to travel on one of our vehicles, depending on the size, weight and dimensions of your Mobility Scooter. This will be at the discretion of the driver. Class 2 Mobility Scooters are always permitted on our vehicles if you are in possession of a valid CPT Mobility Scooter Permit.

The majority of our vehicles are designed to carry one wheelchair. Some may be able to accommodate more. Our drivers will permit as many wheelchairs as are legally permitted on the vehicle to be carried.

Wheelchair users have priority over the designated wheelchair area. This means that if any other passenger(s) who are not wheelchair users are occupying the designated wheelchair area the driver will insist that they move to an alternative area of the vehicle if a wheelchair user wishes to travel on that vehicle.

However, in a scenario where a wheelchair user boarding would cause the bus to exceed its maximum plated capacity for all passengers, the wheelchair user would be denied boarding, in accordance with the “first come first served” approach taken to managing demand for all of our Services.

In order to provide confidence in public transport use for wheelchair users, a wheelchair user denied boarding from one of our services due to actions outside of their control may request a wheelchair accessible taxi, free of charge, from our Service Delivery Centre. This facility is provided free of charge as a gesture of goodwill by Vectare. We will use our best endeavours to source an appropriate vehicle as quickly as possible, but we will not accept any liability for any losses, damages or injuries, howsoever arising, relating to the use of this service, including in the event of a delay being experienced or a wheelchair accessible taxi not being available at all.

When you board and alight from one of our vehicles whilst travelling in a wheelchair you must be travelling forwards.

Whilst travelling, you must position your wheelchair in such a manner that it is safely parked in accordance with the design of the vehicle that you are travelling in. On most of our vehicles the rear of your wheelchair must be placed against the backrest and the arm (where fitted) must be placed in position. On some of our vehicles you may have to travel forwards in a designated wheelchair area. The driver will be able to advise on where you should position your wheelchair on each specific vehicle. Wheelchairs must not cause any obstruction to the gangway. The brake must be applied when parked in the designated wheelchair area.

Wheelchair users must remain in their wheelchair throughout the journey and if you transfer to a seat, the wheelchair must be stowed safely in the luggage rack.

Travelling with us if you use a pushchair

Unfolded pushchairs can be carried on many of our vehicles when the bay is not required by a wheelchair user.

Where a customer with a pushchair is trying to board a bus and the bay is full, the driver will give the parent or guardian the opportunity to collapse the pushchair and store it in the luggage rack.

Where a customer with a pushchair is already on the bus and a wheelchair user wishes to board, the customer with the pushchair should be prepared to collapse their pushchair, if requested by the driver, to allow a wheelchair user on board.

If a customer is unable to collapse a pushchair or relocate to another part of the bus, that customer may request a suitable taxi, free of charge, from our Service Delivery Centre. This facility is provided free of charge as a gesture of goodwill by Vectare. We will use our best endeavours to source an appropriate vehicle as quickly as possible, but we will not accept any liability for any losses, damages or injuries, howsoever arising, relating to the use of this service, including in the event of a delay being experienced or a suitable taxi not being available at all.

When a pushchair is occupying the space, the child must be left in the pushchair and the pushchair suitably loaded (but not overloaded) with bags.

Pushchairs must not be left unattended. The customer who has brought the pushchair onto the vehicle must either sit or stand with the pushchair.

The pushchair's brakes must be applied at all times when it is parked within the bay. Customers bringing a pushchair onto our vehicles have a responsibility to ensure that the gangway is not obstructed by any part of the pushchair.

Passenger Conduct

In order to ensure that your bus journey and that of other passengers is safe and comfortable, we ask you to note that all passengers are carried on our services subject to the Public Service Vehicles (Conduct of Drivers, Conductors and Passengers) Regulations 1990.

Whilst travelling with Vectare, you must not:

- Smoke or use an e-cigarette
- Eat hot, greasy or smelly food
- Bring on hot drinks without a secure lid
- Drink alcohol
- Damage or deface any part of the bus
- Use a music system set at a volume that will annoy other passengers
- Spit
- Offend the driver or fellow passengers
- Put at risk or cause discomfort to other passengers, the driver or an Inspector
- Act in a violent or abusive manner
- Obstruct the gangway
- Throw items from the bus
- Lean out of the windows
- Leave litter on the bus
- Speak to or distract the driver when the bus is in motion except in emergency situations
- Intentionally interfere with any equipment fitted to the bus
- Alter or deface your ticket
- Engage in any criminal activity

In the interests of health and safety, you must always follow instructions either given by signage on the bus or by any member of our staff, agents and or subcontractors. Emergency doors and windows must only be used in the event of an emergency or when directed by the Driver or an Inspector.

You must not, without written permission from the Company, distribute or leave any materials or sell any articles on the bus.

Any passenger who is reasonably suspected by a Driver or Inspector of contravening the Public Service Vehicles (Conduct of Drivers, Conductors and Passengers) Regulations 1990 shall give their name and address to the driver or inspector on demand. They may also be asked to leave or be removed from the vehicle by the driver or any member of our staff, agents and/or subcontractors.

Our staff have the right to work without fear of intimidation, verbal abuse or physical assault. We will support prosecutions against any passengers who abuse or assault our employees or damage our vehicles or property and reserve the right to ban them from using our services.

Vehicle Maximum Capacities

The Maximum Capacity of each vehicle is displayed near the entrance doors and must not be exceeded.

Standing is available on some of our vehicles and the number of standees displayed is on the basis that every seat is occupied. Where passengers choose to stand when there are still seats available, the number of people standing can exceed the displayed number, provided the total number of people on the bus does not exceed the overall maximum capacity referred to. We would encourage passengers to always take a seat, when one is available, as standing may deprive others of the chance to board, as gangways may be obstructed.

Standing is not permitted on the stairs, in the door well or on the upper deck of double deck vehicles. When standing, please make use of the handrails, seat backs and supports fitted. With the exception of seats labelled as "Priority Seats", all seats on the bus are available on a first come, first served basis only. Customers who travel in Priority Seats should be prepared to move to other seats on the bus, if the priority seat is required by someone less mobile. Remember, not all disabilities and conditions are visible.

Getting off one of our Vehicles

When you wish to get off the bus, please ring the bell once to let the driver know you want to alight. **You must remain in your seat until the bus has come to a complete stop at the Designated Stopping Location where you are alighting from the Vehicle.**

For your comfort and safety, please give the driver sufficient time to be able to slow down properly for your stop.

Do not stand too close to the doors when waiting to alight from the vehicle.
You must not alight when the vehicle is still in motion.

Data Protection

When you travel on one of our vehicles, it is likely that we will collect your Personal Data. This will most likely happen by way of the onboard CCTV system fitted to many of our vehicles, but it could also happen if (e.g.) you supply your Personal Data to a member of our staff.

The ways that we process your Personal Data are outlined in the Vectare Privacy Notice, which is available online at www.vectare.co.uk/privacy-notice.

CCTV is in use on our vehicles. CCTV can record images and sound for your safety, crime prevention, for insurance purposes and to ensure that our company policies and procedures are complied with. CCTV data may be passed to the police to aid investigation of crime and or be used as evidence in criminal or civil proceedings. CCTV footage is processed by us in accordance with the Data Protection Act 2018 and the General Data Protection Regulation. We will take all reasonable precautions to keep your personal details secure, but unless we are negligent, we will not be liable for unauthorised access to information supplied by you to us.

Animals

Small pets are carried at the sole discretion of the Driver. Dogs are charged at £1 per journey, except assistance and guide dogs which are carried free.

No animal may be placed on a seat, and customers who do place an animal on a seat will be asked to leave the bus, with no refund given for any fare paid, and no compensation due. All animals must travel either on the floor of the vehicle or in the lap of a passenger, unless they are safely enclosed inside a pet carrier, in which case the pet carrier can be placed into the luggage storage area.

You must comply with applicable legislation in relation to any pets travelling with you. The responsibility for keeping an animal under control rests entirely with the owner and any passenger must immediately comply with any request from our staff, agents or subcontractors to leave the vehicle if the animal they are responsible for is causing upset or distress to other passengers.

Luggage and Lost Property

The driver has the right to refuse, at their sole discretion, any item of property being brought on to the bus which they consider is unsuitable for carriage. Such items include:

- Explosive, hazardous or combustible materials
- Uncovered tins of paint, hot drinks or other similar liquids
- Sheets of glass (including mirrors)
- Non-folding bicycles (although small children's bikes / scooters that can fit in the luggage rack can be carried)
- An item which would cause offence or injury to passengers or staff
- An item likely to cause damage to the bus
- Any item of an excessive size.

Luggage must be safely stored away to not cause an obstruction to the main gangway or any emergency exit.

The responsibility for any item of property on the bus rests with the owner.

In the event of losing an item of property on one of our buses, please contact us on contact@vectare.co.uk, where we will be happy to check if an item has been handed in.

Any passenger who finds an item of lost property on the bus must hand it to the bus driver. Removing items from the bus can be reported to the Police as 'theft by finding'.

Our Drivers will, where practicable, check the bus for lost property at each terminal stop. All items of lost property handed in are saved for 21 days and then disposed of, except perishable items which are disposed of immediately. Any disposal of 'lost property', at any time and for whatever reason, shall be without any liability whatsoever to you.

We reserve the right, at our sole discretion, to open, examine and or destroy any items of lost property.

When collecting any item of lost property, contact details must be provided. Proof of identity will be required.

Travel Bans

We reserve the right to ban from our services passengers who abuse or assault our employees or other customers, damage our vehicles or property or otherwise impair the work environment for our staff and / or cause a diminution in the customer experience. A travel ban will be implemented based on incidents raised by employees or customers, which are supported and confirmed by CCTV and audio footage.

The length of the travel ban will be dependent upon the severity of the incident. This will be for a minimum of 3 months for verbal abuse and 6 months for a physical assault. Travel bans can be indefinite.

Customers who are banned from using our services will be notified directly or via the Police and will not be able to board any service until the notified end date of the ban.

Travel bans will be reviewed at the end of the notified period and can be overturned, subject to the banned passenger signing an agreement to behave appropriately and within the expectations of these terms.

In the event that a passenger breaches this agreement, a permanent travel ban will be implemented, with no further review available.

Liability

We are liable to you for:

- Any death or personal injury due to our failure to use reasonable skill and care;
- Any act of fraud by us;
- Any reasonable losses you incur as a direct result of us breaching these terms.

We will not be liable to you for any failure to perform, or a delay in the performance of, any of our obligations under these terms that is caused by events outside our reasonable control.

We are liable to you without limit for our fraud or death or personal injury caused by our negligence. Our liability for all other liability relating to these Conditions of Carriage is limited to £200 in aggregate.

Concluding Statements

These terms do not affect your statutory rights.

We are not a conveyor of commercial goods.

These terms, which may be amended from time to time by us without notice, commenced on 28th May 2019 and were last updated on 21st November 2020. They replace all previous versions published by us.

These terms are made for the benefit of the parties to them and are not intended to benefit, or be enforceable by, anyone else.

No waiver by us of any breach of these terms shall be considered a waiver of any subsequent breach of the same or any other provision.

These terms will be subject to English Law, and the Courts of England and Wales will have jurisdiction in respect of any dispute arising from them.

Any changes to English Law, that may occur from time to time, may take precedence over these terms and will be incorporated into these terms within a reasonable period of time.