

Conditions of Carriage

0131 555 6363 lothianbuses.com



8. LUGGAGE

Accompanied luggage is carried at the driver's discretion and the passenger's risk. The Company will not be liable for any loss of, or damage to, luggage. Luggage must not be placed on any seat or cause any obstruction.

The following items may NOT be taken onto the Company's buses:

- a) any weapon or explosive or any article which is dangerous, offensive or excessively cumbersome
- b) prams
- c) bicycles other than folding bicycles which are folded and fully enclosed in a suitable carrying bag
- d) non-folding wheelchairs, except where the designated wheelchair space is unoccupied
- d) mobility scooters
- f) any battery from which corrosive liquid might leak

Paint may be brought on to our buses only if it is in a sealed, newly purchased container and is placed on the floor of the bus.

Passengers are liable for the cost of any cleaning or repairs required as a consequence of any spillage from articles they have taken onto the Company's buses. If cleaning or repair requires the bus to be withdrawn from service, the cost will include any revenue lost.

Passengers are responsible for the safety and security of their luggage and liable for any injury, damage or loss which it may cause to the Company's buses, property, employees or other passengers.

9. LOST PROPERTY

If you find any property which someone else has left on the bus, please hand it to the driver.

If you leave property on a bus and later can satisfy the driver that it is yours, give your name and address to the driver and it will be returned to you.

If you leave property on a bus, please report the details to our Lost Property Office as soon as possible. A fee is payable when lost property is reclaimed from our Offices. Lost property will be held for one month unless it is perishable when it will be held for 48 hours. Property which is, or becomes, objectionable may be disposed of sooner. Please note that drugs and medicines which are left on our buses will be disposed of immediately and will not be held as Lost Property.

The Lost Property Office is open Monday to Friday 1000-1330hrs (closed public holidays). It is situated at 55 Annandale Street, EDINBURGH EH7 4AZ, just before the corner with Green Street.

Call **0131 558 8858** or e-mail lostproperty@lothianbuses.com

10. ANIMALS

Small animals are carried at the driver's discretion. Guide dogs, assistance dogs and learning dogs will normally be carried if there is room on the bus. The driver may require an animal to be taken off the bus at any time.

Animals taken onto the Company's buses are the responsibility of the person they are travelling with. The owner of an animal carried on the Company's buses is responsible for any damage caused by that animal to any person or property on the bus. The cost of any necessary repairs or cleaning will be charged to the owner of the animal.

All animals are carried at the owner's risk and the Company will not be liable for any loss or injury.

11. SUGGESTIONS AND COMMENTS

Suggestions and comments from passengers are very welcome. Please send them or any complaint to our Customer Service team at

Lothian Buses, 55 Annandale Street, EDINBURGH EH7 4AZ

or email us at mail@lothianbuses.com

If we cannot resolve a complaint, you can write to

Passengers' View Scotland, Area 2D North, Victoria Quay, EDINBURGH EH6 6QQ

or e-mail buscomplaints@scotland.gsi.gov.uk

notes:

INTERPRETATION

In these Conditions of Carriage, the following expressions, unless the context requires otherwise, have the following meanings:

Expression	Meaning
The Company	Lothian Buses plc. A public company, registered in Scotland (No. 96849), with its registered office at 55 Annandale Street, EDINBURGH, EH7 4AZ.
Company Official	An employee of the Company such as a Driver, Inspector, Route Manager, or Supervisor.
Conditions	These Conditions of Carriage and The Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990, SI 1990, No. 1020, as amended, the Public Service Vehicles (Lost Property) Regulations 1978, SI 1978, No. 1684, as amended, The Disability Discrimination Act 1995, as amended and any statutory modification or re-enactments.
Local Service	A service operated by the Company for the carriage of passengers at separate fares, as defined in Part 1, Section 2 of the Transport Act 1985.
Timetables	The timetables of the Company's local bus services.
Accessible Bus	A bus of low-floor design, giving step-free access from the passenger door to a designated wheelchair space and/or buggy space.

I. GENERAL

These Conditions form the entire understanding between the Company and its passengers and apply to all passengers.

The Company uses all reasonable means to maintain the local services published in its timetables but accepts no liability for any loss, damage, or inconvenience arising from the failure to do so. The Company reserves the right, for operational or other reasons, to alter, suspend, or withdraw services, Conditions or fares at any time.

The contract between the Company and any passenger is limited to carriage upon the Company's own services and any liability shall be limited accordingly.

The Company shall not be liable for any loss, damage, or inconvenience arising from the communication of information in good faith by any member of the Company's staff.

Entrance into any of the Company's vehicles or premises confirms acceptance of these Conditions.

2. CONDUCT OF PASSENGERS

Travelling on a bus means sharing the space with other people. Passengers must therefore do nothing which endangers or causes discomfort or offence to any other person on the bus. Specifically, passengers must not smoke, put their feet on seats, play music which another passenger can hear or cause any other disturbance.

Additionally, passengers must not distract or obstruct the driver, or interfere with any equipment on the bus.

Drivers may refuse to carry any item which they believe to be excessively large or likely to cause injury to anyone or damage to any property. Passengers must follow all instruction given by the driver in relation to items brought onto the bus.

When they board passengers must state the journey they are taking, pay the fare or present a valid pre-paid ticket. At the end of that journey, they must leave the bus.

Passengers who break these rules must give their name and address to the driver when requested and may be obliged to leave the bus by a Company official or a Police Officer.

No food or drink may be consumed while travelling on the Company's buses. Hot drinks must be carried in a sealed container.

No alcohol may be taken on to a bus by passengers travelling to or from football matches at Easter Road or Tynecastle Stadiums or to or from international rugby matches at Murrayfield Stadium.

The legal obligations which apply to passengers travelling on our buses are set out in "The Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990".

For further details, please visit:

www.opsi.gov.uk/si/si1990/Uksi_19901020_en_2.htm

3. ACCESSIBLE BUSES

We want as many people as possible to be able to use our buses in safety and comfort. All our buses have a dedicated wheelchair space while some buses also have a space for a buggy.

If there is no wheelchair user on the bus, other passengers including those travelling with a foldable buggy or with bulky luggage may occupy the wheelchair space. Whenever the space is needed by a wheelchair user, other passengers must move to make it available. On those buses which also have a designated buggy space, an unfolded buggy may occupy that space.

Please note that mobility scooters are NOT permitted on our buses.

4. STANDING PASSENGERS

On our buses no passenger may stand upstairs or on the stairs. Notices are posted downstairs to indicate other areas where standing is not allowed. When standing, passengers must not block the driver's view.

5. TICKETS

On boarding, every passenger must buy or already have a valid ticket which they must show on request to the driver or any Company official. Tickets are only valid for the person they are issued to and remain the property of the Company at all times. Please ensure that you are issued with the correct ticket for your journey.

Most of our services do NOT give change. It is the passenger's responsibility to ensure that the correct fare is paid. If a passenger is obliged to pay more than the required fare, an overpayment slip will be issued if requested. Such overpayments can be reclaimed at the Company's Hanover Street Travelshop.

We reserve the right to refuse travel to anyone who presents a ticket which has been obtained fraudulently or which is damaged.

Lothian Buses participates in the Scotland-wide Concession Travel Scheme. Eligible cardholders can travel at the concessionary rate on most of our services.

6. FARES

Fares and ticket prices for travel on the Company's services are posted at bus stops. The most up to date information on fares and prices is set out on the Company's website www.lothianbuses.com

Children aged from five to fifteen inclusive will be charged the Child fare. Up to two children under five may travel free when accompanied by a fare-paying passenger who is responsible for them. Additional children under five will be charged the Child fare.

Passengers boarding between two stages will be charged from the previous stage and passengers alighting between stages will be charged to the following stage.

7. CCTV

Our buses and premises are fitted with CCTV. This is done to ensure that evidence of any act of violence or other inappropriate behaviour or of theft or criminal damage can be passed to the Police and the prosecuting authorities. We will always use all means to secure prosecution of anyone who commits a violent or criminal act on our buses or in our premises.