

7 **ACCESSIBLE BUSES** Low floor accessible vehicles are normally able to carry one wheelchair or two reasonably sized unfolded pushchairs. Occupation of this space is on a first served basis, albeit that drivers will politely request any occupants of the space to give way to wheelchair users. Whilst drivers do not have the power to force occupants of the wheelchair space to make way for wheelchair users we would hope that passengers would show good citizenship in this regard wherever it is reasonable to do so.

7.1 Passengers in wheelchairs will be accommodated only on vehicles which are constructed to carry wheelchairs and only where such wheelchairs meet the following requirements:

7.2 In the interests of safety, all passengers who intend to use an accessible bus must follow the instructions of the driver.

7.3 Drivers are obliged to provide reasonable assistance to wheelchair users or disabled passengers unless there is a risk to the health and safety of any passenger, the driver or member of the public.

7.4 Drivers will allow wheelchair users to board the vehicle if there is an unoccupied wheelchair space and in doing so the maximum seating or standing capacity is not exceeded. For this purpose a wheelchair space is occupied only if there is already a wheelchair user in the space, or passengers or their effects are in the space and they or their articles cannot readily or reasonably vacate it by moving to another part of the bus.

7.5 For information on the carriage of pushchairs see Section 6 Children, Carriage of Scooters

7.6 Oxygen tanks

8 LUGGAGE

8.1 Luggage is carried free of charge at the driver's discretion provided it does not occupy any part of a seat, does not inconvenience other passengers and does not block any gangway or exit. Luggage is carried at the passenger's risk and the Company accepts no liability for any loss or damage. Passengers are liable for any injury, damage or loss caused by their property to third parties.

8.2 Unaccompanied or excessive amounts of luggage or items which may cause injury to other passengers or cause damage to their property or the bus, will not be carried.

8.3 The carrying of flammable liquids (e.g. petrol) on Company vehicles is prohibited. The carrying of paint, certain chemicals or any other liquids or substances on Company vehicles is permitted provided that such substances are in proper containers which are sealed and are kept secure throughout the journey by the passenger. The driver has sole discretion and may prevent a passenger from boarding a vehicle if any such substance is thought to be unsafe. Passengers' belongings due to spillage or leakage of any liquid or substance carried.

8.4 The following items will not be carried on First Scotland East buses: explosive or combustible material, firearms, including air rifles, dangerous, offensive or unduly cumbersome items

8.5 bicycles, unless these fold to dimensions small enough to be accommodated in the luggage rack or the bus has a boot or side lockers and space available.

C non-folding pushchairs, non-folding buggies, except where the vehicle is accessible and the designated space is unoccupied

D non-folding wheelchairs, except where the vehicle is accessible and the designated space is unoccupied

E any individual item which cannot be stored safely as defined in 7.1

8.6 Passengers who wish to travel with any item which, in the opinion of the driver, is bulky, cumbersome or may cause injury to anyone or damage to their property must follow the directions of the driver as to where the article should be placed and if requested must remove the article from the bus.

h remain on the vehicle when directed to leave by the driver, or Company Official

i deliberately interfere with any equipment fitted to the bus.

4.5 The law specifically prohibits the carriage or consumption of alcohol on any bus carrying passengers to or from football matches.

4.6 Passengers must not stand on:

a the upper deck or any step leading to the upper deck of any double-deck bus.

b any part of the bus where standing is not allowed. Signs are in place to indicate restrictions.

5.1 Dogs may only be carried on vehicles where a suitable space is available, at the discretion of the driver, and in accordance with the following conditions:

5.2 Except in the case of a disabled person accompanied by an assistance dog, a guide dog or a hearing dog, the carrying of dogs on a vehicle is permitted only in accordance with the instructions of the driver and Company Official's. Without prejudice to the foregoing generally, the driver and Company Official has sole discretion in relation to:-

5.3 permission to board the vehicle with dogs, the placing of dogs within the vehicle and removal of dogs from the vehicle.

5.4 sole discretion of the driver and Company Official's

5.5 Animals, including dogs, which cause a nuisance or inconvenience to other passengers may be removed from the vehicle. Animals are not allowed on seats.

5.6 The Company accepts no responsibility if an animal is refused admission to a vehicle or is removed or the owner is directed to remove the animal from a vehicle.

5.7 Condition 9.7 does not apply to a disabled person accompanied by an assistance dog, a guide dog or a hearing dog in situations where the Company is not legally entitled to refuse such a disabled person from boarding the vehicle or direct the disabled person to remove his dog.

5.8 Any animals travelling on the Company's vehicles are the responsibility of the passenger they are travelling with. The Company will accept no responsibility for the actions of any animal brought onto the Company's buses. The owner will be responsible for any damage or injury caused by the animal to any person, or the property of any person, on the bus. A charge will be made for cleaning the bus if any animal should soil the bus and for repairs should any damage be caused.

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

6.2 CCTV

6.2 In an effort to deter smoking, vandalism, fraud, theft, anti-social behaviour and attacks on Company employees, some of the Company's vehicles and premises are fitted with Closed Circuit Television recording equipment. CCTV footage from Company vehicles may be passed to the police to be used as evidence in prosecuting criminal activity. This equipment and its operation comply with the Data Protection Act 1998 and any subsequent amendments.

6.3 The Company will use all means to secure prosecution of anyone who causes injury to Company employees or damage to its vehicles or property. Without prejudice to all rights and claims otherwise available to the Company, in the event that passengers breach any of the foregoing conditions, or any other conditions implied or duties owed as a matter of law (howsoever such conditions or duties arise) the Company has the right to recover compensation for all loss, injury and damage suffered by the Company as a result of such breach, including, but not limited to, costs

1. INTERPRETATION

Expression

Meaning

Accessible Bus A bus of low-floor design, giving step-free access from the passenger door to a designated wheelchair and/or buggy space.

CCTV Closed Circuit Television.

The Company Bluebird Limited is the trading name of Midland Bluebird Limited registered in Scotland No SC91223 at Carnarros House, 300 Stirling Road, Larchert FK5 3NJ, where the transportation services for the journey travelled are provided by First Scotland East Limited.

Company Official An employee of the Company such as an inspector or supervisor.

Conditions These Conditions of Travel of the Company, A first bus driver.

Local Service A service operated by the Company for the carriage of passengers at separate fares, as defined in Part I, Section 2 of the Transport Act 1985.

Mitigated Fare A fare computed in accordance with the Mitigated Fare table.

Mitigated Fare Table A fare table available on each vehicle and at Carnarros House, 300 Stirling Road, Larchert FK5 3NJ, containing sufficient information to enable a passenger to ascertain the Mitigated Fare for his journey, as applicable from time to time.

Regulations The Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990, SI 1990, No.1020, and the Public Service Vehicles (Lost Property) Regulations 1978, SI 1978, No.1684, as amended, and any statutory modification or re-enactments.

Standard Fare The fare of £25, which if not paid within 21 days from the date of issue, will increase to £50.

Timetables Timetables operated by the Company on its localbus services as published by the Company from time to time.

Vehicle A public service vehicle as defined in the Regulations.

1 GENERAL

1.1 These Conditions form the entire understanding between the Company and its passengers and apply to all passengers. The Company shall at all times apply and construe the Conditions in accordance with the provisions of the Human Rights Act 1998 and the Regulations, as the same may be amended from time to time.

1.2 The Company endeavours to operate services as advertised in the timetables published by the Company from time to time but accepts no responsibility for any loss, damage or inconvenience arising through a failure to do so. The Company reserves the right to alter, withdraw or suspend services, fares and Conditions without notice.

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

1.4 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 employees.

1.5 In compliance with the Discrimination Act 1995, the Company takes action to ensure that it is not unreasonably difficult for people with disabilities to use our services.

2 FARES AND TICKETS

2.1 A passenger shall, on boarding a bus, declare to the driver the journey which he/she intends to take and pay the Mitigated Fare for the journey upon request by the driver, by depositing the appropriate amount in the coin vault.

2.2 The Standard fare, payable immediately or by post within 21 days of a journey travelled is charged for any single journey unless a passenger either:

(i) Holds and can produce to a Company Official on request a valid pass or pre-paid ticket for such journey; or

(ii) Makes payment of the appropriate sum for the journey travelled, at the time of boarding, as stated in the Mitigated Fare Table. All references to a fare in these Conditions are to the Mitigated Fare unless specific mention is made of the Standard Fare.

2.2 For the avoidance of doubt, in the event that the journey travelled by a passenger would require payment of a sum detailed in the Mitigated Fare Table in excess of any sum actually paid, and the passenger has not produced a valid pass or pre-paid ticket for such a journey, the Standard Fare, less any sum previously paid for the journey, will immediately become due and payable by the passenger. In the event that the Standard Fare is not paid immediately or within 21 days from the date of issue, a further £30 will be charged to cover administration costs.

2.3 Any passenger who does not make payment of the Standard Fare immediately on being requested to do so by a Company Official shall give his name and address to such Company Official on demand. The Company reserves the right to photograph passengers unable to produce photographic identification on demand in order to verify that the correct name and address have been provided by the passenger. The Company shall not make public or put on public display photographs of passengers.

2.4 Passes, permits and tickets issued by the Company, local councils and other issuing authorities are accepted by the Company subject to their conditions. Local authority concessionary schemes are applied subject to their conditions.

2.5 The Company accepts no liability for a holder of a pre-paid ticket or pass being unable to use such ticket or pass due to lack of room on a vehicle or the failure of a service to operate.

2.6 Passengers holding a valid pass or pre-paid ticket have no priority on boarding over fare paying passengers.

2.7 The Company will not refund the value of lost, mislaid or unused tickets, passes or any fares due to the failure to produce such tickets or passes when required.

2.8 Condition 2.5 above shall not apply to a passenger who holds and can produce to the driver on demand a valid ticket which was issued to him before his journey in respect of that journey or a valid pass in accordance with Condition 2.2 provided always that such passenger complies with all conditions subject to which the pre-paid ticket or pass was issued.

2.9 Some of First Scotland East Ltd operate on an 'exact fare only' basis and change is NOT available from the driver. It is the passenger's responsibility to ensure that the correct cash fare is tendered. Drivers will provide an overpayment slip on request to passengers who pay more than the correct fare. These slips are redeemable by post from Carnarros House, 300 Stirling Road, Larchert FK5 3NJ.

2.10 On other services where charge is offered the Company cannot guarantee that change will always be available. In such cases the driver will offer a receipt for overpayment to enable the passenger to claim the overpaid fare from a Company office.

2.11 Passengers paying a fare on boarding a vehicle should ensure that a ticket showing the fare paid is issued in their presence. The ticket must be kept and a valid ticket or pass must be available for inspection for the whole journey and produced on request by the driver or a Company Official.

2.12 Payment must be made in cash (though certain bank notes may not be accepted). Where bank notes are tendered in payment of fares both sides of each note must be displayed to the driver before inserting into the coin vault where applicable. Credit or debit cards are not acceptable.

2.13 Passengers boarding between two stages shall be charged from the previous stage and customers alighting between two stages shall be charged to the following stage.

2.14 Passengers unable to or refusing to pay the appropriate fare for the journey travelled may be asked to leave the vehicle.

2.15 No passenger shall use a ticket or pass which has:

(a) been mutilated or defaced;

(b) been issued for use by another person on terms that it is not transferable; or

(c) expired; or

(d) obtained fraudulently

2.16 If misuse or fraud is suspected, a passenger may be asked for proof of identity and his ticket or pass may be withdrawn in which case the passenger must pay the Standard Fare. In addition the Company may charge the value of any period of misuse. No refund will be made in respect of any outstanding value in the withdrawn ticket or pass.

2.17 Passengers holding and being able to produce on request a pass, permit or pre-paid ticket valid for part of a journey only must pay for the rest of such journey when boarding the vehicle.

2.18 Passengers are not permitted to buy two or more tickets for a journey if this is cheaper than buying one ticket for such journey.

2.19 Passengers presented on condition of production of a photographic identification card (e.g. Student Matriculation Card) must have available, and be able to produce when using such a ticket, the same identification card on request by a Company Official.

2.20 Passengers transferred from another operator's vehicle to a vehicle operated by the Company, or vice versa, are considered to be starting a new journey and the appropriate fare is payable by passengers not holding and able to produce on request a valid pass, pre-paid ticket or through ticket.

2.21 Should the ticket equipment on the vehicle be out of order, passengers must still pay the correct fare.

2.22 A return ticket may only be used on the day of issue for a return journey between the same or similar points as the outward journey provided the single fare for the return journey is less than or equal to the single fare of the outward journey. Return tickets are not valid for two journeys in the same direction.

2.23 A passenger shall leave the vehicle as soon as the journey for which he has a ticket or pass has been completed or pay the fare for further journeys which such passenger intends to take on the vehicle.

3 CHILDREN

3.1 Up to two children under five years old can be carried free-of-charge provided that they do not occupy a seat required by an adult and are accompanied by an adult passenger who is responsible for them. Additional children, or children under five occupying a seat required by an adult, must pay the child fare published in fare tables and notices.

3.2 Reduced rates apply to juveniles of five years and over but under sixteen years of age.

3.3 A Child's fare or free carriage is conditional upon the child not occupying a seat required by a standing adult passenger.

3.4 On non-low floor buses only folded prams or pushchairs can be carried.

4 CONDUCT OF PASSENGERS

4.1 NEUTRAL PASSENGERS MUST

4.1 Passengers may only board or alight the vehicle at recognised stops (or at operating). The Company accepts no responsibility for passengers attempting to board or alight at any other place or when the vehicle is moving or for a passenger failing to alight at his destination.

4.2 Passengers are obliged to take reasonable care to ensure that persons, animals or property within their control do not cause loss, injury or damage to property or persons.

4.3 Passengers must:

a) take care not to spill any cold food or drink inside vehicles.

b) remove all articles brought onto the vehicle by them, including all litter, except in the instance of tickets, which passengers may place into receptacles provided when leaving the vehicle.

c) take reasonable care to ensure that persons, animals or property within their control do not cause loss, injury or damage to property or persons.

4.4 Passengers must not:

a) Consume hot food or drink on the vehicle. Those boarding with hot food or drink will be requested to disembark the vehicle.

b) behave in a manner which may reasonably be expected to cause any persons to be alarmed, upset or annoyed.

c) behave in a manner which may reasonably be expected to result in loss, injury or damage to property or persons.

d) distract the driver's attention while driving, except in an emergency or for reasons of safety.

e) play radios or other equipment on buses with the exception of personal listening devices with an earpiece which must not be played at a volume that is likely to cause nuisance

f) throw or trail any article from the bus.

g) sell, or offer for sale, any item or seek comments, opinions or information.

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