
Conditions of Carriage

THESE CONDITIONS APPLY FROM JUNE 2024

INTERPRETATION

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

The Company

Lothian Buses Limited, a limited company, registered in Scotland (No. 96849), with its registered office at 55 Annandale Street, Edinburgh, EH7 4AZ. References to “The Company” include subsidiaries of Lothian Buses Limited.

Company Official

Any employee of the Company.

Conditions

These Conditions of Carriage and the Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990, the Public Service Vehicles Accessibility Regulations 2000, the Equality Act 2010, and any amendments, statutory modifications 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 Services.

Wheelchair

A manual or motorised wheelchair or specialist wheelchair buggy which is no larger than 700mm wide, 1200mm long and 1350mm high.

1. General

These Conditions form the entire contract between the Company and its passengers and apply to all passengers. Entrance onto any of the Company's vehicles or premises confirms acceptance of these Conditions.

- 1.1 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.
- 1.2 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. In particular, but without limitation, the Company has no responsibility for the acts or omissions of third parties including any delays or cancellations to third party services.
- 1.3 The Company shall not be liable for any loss, damage, or inconvenience arising from any form of communication given in good faith by the Company or any Company Official.
- 1.4 From time to time the Company may promote additional guidance or instructions for travel based on advice from official or regulatory bodies relevant to our services. While every effort will be made to engage with passengers to communicate that advice and/or guidelines the Company has no direct responsibility for the legal enforcement thereof. Full details and information of any additional guidelines or instructions will be available at www.lothianbuses.co.uk

2. Conduct of passengers

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

- 2.1 Passengers must not partake in any activity which is in any way unsafe or endangers the safety of others or engage in any form of antisocial or disruptive behaviours.

Behaviours defined as antisocial include:

- acting in an aggressive, offensive or intimidating manner
- using offensive language
- shouting
- harassing others in any way
- smoking (including e cigarettes or vaping)
- drinking alcohol (see para 2.2)
- putting feet on seats or allowing pets on the seats (see para 10.4)
- continually moving around the vehicle to the annoyance of other passengers
- excessive noise including playing any form of audio at a volume that can be heard by other passengers and which may cause a disturbance

This list is not exhaustive and it remains the drivers' decision as to what behaviour is ultimately classed as antisocial.

- 2.2 The consumption of alcohol is strictly prohibited on board any Lothian bus. Hot food and drinks may only be carried in a sealed container.

-
- 2.3 Passengers must not distract or obstruct the driver or interfere with any equipment on the bus.
 - 2.4 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.
 - 2.5 Passengers must follow all instructions given by the driver in relation to items brought onto the bus. This may include luggage, buggies, pushchairs, prams, wheelchairs and folded mobility scooters.
 - 2.6 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, Police Officer or a Special Constable.
 - 2.7 Misuse of any National Entitlement Card such as the U22 National Entitlement Card (Young Scot NEC) may see travel refused and / or the card withdrawn and the bearer reported to the issuing authority (e.g Transport Scotland).

3. Accessibility

We want as many people as possible to be able to use our buses in safety and comfort. You can find out more about our commitment to wider accessibility at www.lothianbuses.co.uk

All buses have a wheelchair space and most buses also have an additional space.

If there is no wheelchair user on the bus, other passengers including those travelling with a buggy or with bulky luggage may occupy the wheelchair space.

If a wheelchair user / wheelchair buggy wishes to board the bus, the driver has a legal obligation to take all reasonable steps to free up the wheelchair space in order to allow the wheelchair user to board. In such a situation, the passenger being asked to move will be given a ticket for further travel on another service if they are unable to continue to travel safely.

Please note that mobility scooters are not permitted on our buses unless they can be folded safely and stored on the ground in the wheelchair space against the “ironing board” back rest.

3.1 Travelling as a wheelchair user or with a wheelchair user

All buses have a wheelchair space. A wheelchair user will not be able to board a bus if there is already a wheelchair user occupying the wheelchair space.

A wheelchair user or carer can ask the driver for assistance if necessary.

Wheelchairs should be in good working order – equipment that could endanger the safety of other passengers or damage their belongings may not be carried.

If you have concerns about whether a wheelchair can be accommodated, please contact our Accessibility Officer at accessibility@lothianbuses.co.uk prior to travel and they will be able to help you further.

Wheelchair users and/or carers must ensure that the wheelchair is positioned against the “ironing board” backrest facing the rear of the bus with the brakes ON, forward facing travel is not permitted.

Wheelchair buggies are permitted on all services, where space is available as described above. We ask that passengers make it clear to the driver that they have a wheelchair buggy as these are not always instantly recognisable.

A travel warrant is available to people who cannot fold their buggy because they or the child in the buggy have a disability. If a warrant holder shows their warrant to a driver they will not be asked to fold their buggy. This warrant does not provide any priority over other passengers when boarding.

If you have questions about a travel warrant or wish to apply for one, please contact our Accessibility Officer accessibility@lothianbuses.co.uk and they will be able to advise you further.

3.2 Travelling with children

Space on buses can be limited. We recommend that passengers who intend to travel on our services with a small child use a smaller, easily foldable buggy where possible. For more information on this please refer to www.lothianbuses.com/accessibility/families/ or email accessibility@lothianbuses.co.uk with any questions.

Buggies including pushchairs and travel systems which will not obstruct the aisle may be brought onto buses unfolded if there is space available. The aisle cannot be obstructed at any time. Passengers who board with an unfolded buggy must place it in the buggy space whenever that space is available. If the bus does not have a buggy space, or on buses which have available space but it is occupied, one unfolded buggy may be placed in the wheelchair space. The brake must be applied and buggy attended to at all times. Bags or other items that may cause the buggy to become unstable must be removed and stored safely.

In common with all other passengers, whenever the wheelchair space is needed by a wheelchair user, passengers with unfolded buggies must move to make the space available. In order to allow a wheelchair user to board, any passenger occupying the wheelchair space with an unfolded buggy should fold it and place it in the luggage rack. Alternatively, they may choose to get off the bus, in which case a ticket will be issued to allow them to complete their journey on a following bus free of charge.

It is the responsibility of the parent/guardian to ensure that children travelling with them do so safely and adhere to all conditions of travel.

Children must remain seated whenever possible when the bus is in motion.

Parents / guardians should exercise extreme caution whenever allowing toddlers and young children to go upstairs. Children must remain on the lower deck if they are too small to use the handrails on stairwells, and parents/guardians should remain behind them when going upstairs, in-front of them when going down.

3.3 Vulnerable & Concessionary Passengers

If you need additional time to board the bus, then please ask the driver.

There are a number of seats on the lower level near the entrance available that we would request vulnerable passengers use whenever available. These are clearly marked and have accessible bell pushes.

Whilst there are signs around these seats requesting other passengers offer this seat to those requiring it, as not all vulnerabilities are visible, our driver cannot request someone already seated in these seats moves.

If these seats are unavailable, please take the next available seat on the lower deck. If you are required to stand, please ensure you are secure at all times that the vehicle is moving.

When wanting to get off the bus, please ring the bell once prior to your stop to alert the driver that you want to get off. Please allow enough time for the driver to stop safely at your bus stop. You should remain in your seat / secure standing position until the bus comes to a full stop, then move to the exit doors as quickly as you are able.

4. Standing passengers

Passengers are not permitted to 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 or obstruct the flow of other passengers boarding or alighting.

Passengers should stand or move around the bus only when necessary. Passengers should be aware that they are on a moving vehicle and make every effort to secure themselves at all times using the rails and handles available, taking extra care on stairwells.

5. Tickets

5.1 On boarding the bus, passengers should state their destination when required, pay the correct fare or possess 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, not transferable and remain the property of the Company at all times. Please ensure that you are issued with the correct ticket for your journey, and that this ticket is retained for the duration of your journey.

5.2 We are unable to give change for cash payments. 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 from a TravelHub. Please visit www.lothianbuses.co.uk for locations and opening times.

5.3 We reserve the right to refuse travel to anyone who presents a ticket which is believed to have been obtained fraudulently or which is damaged. A fraudulent or damaged ticket may be confiscated by the driver or Company Official.

5.4 The Company participates in the Scottish concessionary travel scheme for Older and Disabled people, and the Young Persons' (Under 22) Free Bus Travel scheme. The terms, conditions and rules which apply to the issue and use of applicable bus passes are set out by the Scottish Government, and administered by Transport Scotland.

Eligible cardholders travelling on our services using either of these schemes must also comply with these conditions. More information can be found at www.transport.gov.scot/concessionary-travel/

5.5 Most ticketing products and payment methods are subject to their own Terms and Conditions, details of which can be found at the point of sale, issue and/or at www.lothianbuses.co.uk

6. Fares

- 6.1** Fares and ticket prices for travel on the Company's services may be posted at bus stops. The most up to date information on fares and prices is set out at www.lothianbuses.co.uk
- 6.2** Children aged from five to fifteen inclusive will be charged the Child fare if not in possession of Under 22 concession card. Up to three children under the age of five may travel free when accompanied by a fare-paying passenger who is responsible for them. Additional children under the age of five will be charged the Child fare.

7. CCTV

- 7.1** Our buses and premises are fitted with CCTV and, in the area around the drivers cab only, audio recording. This is 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.
- 7.2** Appropriate signage is in place where required and the video and sound recordings will be used solely for the monitoring of safety, security, service quality and in support of relevant criminal and civil legal proceedings and complaint investigation. Images may be provided to the police, DVSA, the Traffic Commissioner or any other enforcement agency where we are required to do so by law.
- 7.3** We will always use all means to secure prosecution of anyone who commits an act of antisocial behaviour towards a member of our team, a violent or criminal act on our buses or in our premises.
- 7.4** All CCTV equipment and its operation comply with the General Data Protection Regulation and the Data Protection Act 2018 (including the ICO's CCTV Code of Practice).
- 7.5** Our Privacy and Data Protection Policies are available at www.lothianbuses.co.uk

8. Luggage

- 8.1** 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.
- 8.2** Luggage must not be placed on any seat or cause any obstruction.
- 8.3** The following items may NOT be taken onto the Company's buses:
- a) any weapon or explosive or any article which is dangerous, combustible (including unsealed batteries or petrol), offensive or excessively cumbersome
 - b) bicycles other than folding bicycles which are folded and fully enclosed in a suitable carrying bag
 - c) Scooters and electric scooters other than those which are folded and stored safely in the luggage rack or on the ground in the wheelchair space
- 8.4** Paint may be brought on to buses only if it is in a sealed, newly purchased container and is placed on the floor of the bus.

-
- 8.5 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.
 - 8.6 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

- 9.1 If you find any property which someone else has left on the bus, please hand it to the driver.
- 9.2 If you leave property on a bus, please report the details to our Lost Property office as soon as possible by completing our online Lost Property form at www.lothianbuses.co.uk/lost-property
- 9.3 A fee is payable when lost property is reclaimed from our offices. Details are published at www.lothianbuses.co.uk
- 9.4 Lost property will be held for 4 weeks unless it is perishable when it will be disposed of immediately. Property which is, or becomes, objectionable may be disposed of sooner.
- 9.5 Please note that some items will not be held as lost property. Drugs and medicines will be disposed of immediately. Passports, debit and credit cards and other personally identifiable information shall be confidentially held for 4 weeks after which they shall be securely destroyed.
- 9.6 Lost Property is available for collection: strictly by appointment only.
The office is located at **Shandwick Place TravelHub, 49 Shandwick Place, Edinburgh, EH2 4SD.**
- 9.7 Personal property is the responsibility of the person travelling.
We will always endeavour to reunite customers with their belongings if they think that they have left them on board our services, however it is not always possible to do so.
In the event that a customer believes a crime has been committed in relation to an item of property we would encourage them to contact Police Scotland directly.

10. Animals

- 10.1 Small animals are carried entirely at the driver's discretion. Guide dogs, assistance dogs and learning dogs will be carried if space is available.
- 10.2 All dogs must be on a lead and muzzled if required by relevant legislation.
- 10.3 All other animals must be secured in a suitable cage or carrying case.
- 10.4 The driver may require an animal to be taken off the bus at any time should it become aggressive or is causing a nuisance. At no time should an animal be allowed on seating within the bus.
- 10.5 Animals taken onto the Company's buses are the responsibility of the person they are travelling with. If you bring an animal onto a bus, you will be held 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 you. If cleaning or repair requires the bus to be withdrawn from service, the cost will include any revenue lost.

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

11. Contacting us

11.1 Lothian welcome all customer feedback. You can contact our Customer Support team at www.lothianbuses.co.uk/support

We will aim to resolve your complaint within 10 working days. Details of how we handle customer contacts can be found at www.lothianbuses.co.uk

11.2 If a customer contacts us on social media, our advisers will try to assist with their enquiry in the first instance. On some occasions it may be necessary for enquiries to be escalated to our Customer Support team. Should that be the case, the customer will be given contact details for the Customer Support team, and will be requested to forward their query to that department directly for further assistance.

11.3 If for any reason you contact us and are not satisfied with our response you can contact: **Bus Users Scotland** on **0300 111 0001** or e-mail enquiries@bususers.org

Write to **Bus Users UK, 22 Greencoat Place, London SW1P 1PR**

