

## **HIGHLAND COUNCIL BUSES**

### **CONDITIONS OF CARRIAGE**

#### **1) Introduction**

Highland Council Buses values your custom and will endeavour to ensure you travel safely and in comfort on a clean, reliable bus service.

This document contains the Conditions under which we carry you and applies to anyone who travels with us.

Our Conditions are consistent with the relevant statutory regulations, including those relating to the conduct of passengers and lost property and do not affect your statutory rights.

#### **2) General Conditions**

We aim to provide a safe, reliable and punctual service but there are occasions when we are simply unable to run as advertised due to factors outside of our control, such as road works, diversions, exceptional traffic congestion, major events, extreme weather conditions and other unforeseen operating circumstances.

Wherever possible, we will take reasonable steps to advise you of any disruption to services, but in the event of cancellation, delay, diversion or termination of any service or the service being unavailable to you as a result of the vehicle being fully loaded or for any other reasons, we shall not be liable for losses, damages, cost or inconvenience that you suffer as a result.

We do not guarantee that services will connect with other service providers unless we specifically advertise a guaranteed connection.

#### **3) Conduct of Passengers**

We reserve the right to refuse you entry, or require you to leave our buses or premises at any time, should we have reason to believe that your behaviour jeopardises the safety, security and comfort of others.

When travelling with us you must in particular:

- Refrain from smoking or vaping.

- Behave in a manner that is not abusive or threatening and does not cause offence to other customers or staff.
- Refrain from eating and drinking items which make the environment unpleasant for other customers or otherwise cause offence.
- Refrain from consuming alcohol. The consumption of alcohol whilst travelling on our services is forbidden.
- Refrain from playing loud music or operating a personal device at a volume which may be heard by other passengers.
- Refrain from leaving rubbish or discarded items on the bus.
- Not be wearing soiled working clothes or carrying any soiled items which might stain the seats etc.
- Follow the instructions of our staff and act in a manner which shows due regard for the safety and comfort of other customers and Council employees, including not standing adjacent to emergency exits, the vehicle entrance, next to the driver or sitting in gangways, on staircases or standing upstairs on a double deck vehicle.
- If the vehicle you are travelling on is fitted with seat belts, you are legally required to wear them.
- Notify a member of staff immediately if you sustain an injury whilst boarding, travelling on, or getting off a bus.
- Follow the directions of staff concerning the maximum number of standing passengers that a bus is permitted to carry. All our vehicles contain clear signage setting out their standing capacity (if any). Standing is strictly prohibited on any of our coaches. Standing is only permitted on our low floor buses and the bottom deck of a double deck bus.
- Except in an emergency, do not talk to the driver whilst the bus is moving, obstruct the driver's vision or otherwise distract them.
- Always have due regard for the needs of our elderly, young and disabled customers and vacate seats and spaces designed for the elderly and disabled when requested.
- Not distribute leaflets, papers or other articles or offer anything for sale or collect for charity without our prior written consent.
- Not interfere with equipment fitted on the vehicle.
- Not deliberately damage or deface any part of the vehicle.

Intending customers who, in the opinion of the driver or other company officer, appear likely to behave in an antisocial manner may not be allowed to travel.

If you are in breach of these and other statutory regulations you will be obliged to give your name and address to a Highland Council Buses employee and may be removed from the bus or our premises by an employee, a police officer or a community support officer and refused further travel without refund.

We also reserve the right to take any other measures we consider necessary to protect the safety and comfort of our customers and staff including temporarily or permanently banning you from travelling with us following an incident of misconduct.

Buses and premises may be fitted with audio CCTV to provide added security for our customers and staff. Appropriate signage will be in place where audio CCTV is in use and the video and sound recordings used solely for the monitoring of safety,

security, service quality and in support of relevant criminal and civil legal proceedings and complaint investigation. Images of you may be provided to the police, DVSA, the Traffic Commissioner or any other enforcement agency at their reasonable request.

Whilst we will do everything we reasonably can to control conduct of other customers, we cannot be held responsible for their conduct.

#### **4) Getting on and off the Bus**

Customers wishing to travel on our services should make their intent to travel clear to the driver by stepping out of bus shelters and physically hailing the bus – e.g. putting their hand out. Drivers will not routinely pull into bus stops unless hailed.

In most urban areas, buses will normally pick up and set down passengers at marked bus stops.

You must not:

- Attempt to board or alight from a moving bus or from a bus which is stationary at a point which is not a designated bus stop such as traffic lights and road works etc.
- Attempt to board a bus once it has left its designated stand in any bus station.
- Use the emergency exits on any vehicle except in a genuine emergency.

For many of our Rural Service routes there are no designated bus stops, and, in those areas, buses will stop on request where it is safe to do so. You should always pick a point away from parked cars, road junctions, sharp bends etc and give a clear signal in good time to the driver of the approaching vehicle.

When you come to alight, you should alert the driver in good time.

#### **5) Carriage of Wheelchairs, Pushchairs and Prams**

We will always try to use low-floor and/or wheelchair accessible vehicles wherever possible on our services. However, there may be occasions when we cannot do so for technical, operational, or other reasons. We reserve the right to substitute without notice a low-floor or wheelchair accessible vehicle with another type of vehicle, at our absolute discretion.

Provided they meet the size and weight limits set out below and there is sufficient space, we can accommodate one wheelchair or mobility scooter on buses built to the Public Service Vehicle Accessibility Regulations. We cannot accommodate wheelchairs or mobility scooters on vehicles that do not have the appropriate facilities.

We cannot carry wheelchairs or mobility scooters which, combined with the weight of

the occupant, are heavier than the safe working limit of the wheelchair ramp (in general, the safe working limit is 300kg although the driver will always have the discretion to evaluate and determine whether the maximum weight limit is likely to be exceeded in the circumstances).

Our drivers are required (and trained) to provide reasonable assistance to wheelchair users or disabled customers. Inconsiderate car parking or other factors may prevent the vehicle from being positioned sufficiently close to the kerb to allow a wheelchair user to get on or off safely. In this case the driver will try to identify a safe place to pull in as close to the bus stop as possible.

It is the customer's responsibility to ensure that their wheelchair, mobility scooter, pram or pushchair is safely positioned within the designated area and that they adhere to any notices applicable to that area and ensure that it does not obstruct or block any exit or gangway.

**WHEELCHAIRS:** Wheelchair users have priority over everyone else for the use of the designated wheelchair space since this is the only place in which they can travel safely. Non-wheelchair users, unlike wheelchair users, will normally have a choice about which part of the bus to sit or stand in. Common decency and respect for wheelchair users should mean that customers without disabilities make way for them wherever reasonable to do so. Customers are required to offer reasonable cooperation in allowing proper use of the designated wheelchair area. If someone in a wheelchair wishes to get on and there is space elsewhere on the vehicle, customers will be required by the driver to vacate the space provided if it is reasonable for them to do so, including repositioning small prams or mobility scooters where possible and folding any buggies and storing these in the luggage space where available. However, no-one already travelling will be asked to get off the bus to accommodate a wheelchair user.

The dimensions of the wheelchair space permit the carriage of a wheelchair no longer than 1200mm and no wider than 700mm (the dimensions of a standard 'reference' wheelchair as specified in the Public Service Vehicle Accessibility Regulations 2000).

**PUSHCHAIRS AND PRAMS:** When not occupied by a wheelchair or mobility scooter user, the wheelchair space on most vehicles can accommodate up to two small prams or normal-sized unfolded pushchairs. The driver will be able to tell you where a pushchair or pram can be safely accommodated. You should follow their instructions. Empty pushchairs or pushchairs carrying luggage must be folded and accommodated in appropriate luggage areas where safe to do so and with consideration for other customers and their belongings. We will not accept liability for loss of or damage to pushchairs and prams.

## **6) Breastfeeding**

We are fully supportive of a mother's right to breastfeed in public. Mums who wish to breastfeed are welcome to do so on all our bus services.

## **7) Luggage**

In the interests of the safety and comfort of all our customers, we restrict the size, type and quantity of luggage or other belongings which you can bring onto our buses and reserve the right to refuse permission for you to bring any item onto our buses.

On services operated by buses, as opposed to coaches, we reserve the right, at the discretion of the driver, to refuse any large, unsuitable, or awkward packages or an excessive amount of personal hand luggage.

You remain responsible for any items you bring. You may not be allowed to travel if, for example, the available space for carriage of luggage is already full or, if in the opinion of the driver, your luggage or belongings will block gangways and access to emergency exits on the bus.

We cannot be held responsible for any loss or inconvenience to you if you are refused travel under these circumstances.

We reserve the right to request that you open any article of luggage for inspection by the driver or other Council officer in your presence if, for reasons of security, it is considered necessary to do so.

Fragile items such as electronic goods, portable televisions, computers, radios etc will only be carried if they are of reasonable size and securely packed. We will not be responsible for damage to such items however caused.

Paint may only be carried in original and properly sealed containers of 5 litres or less.

Certain items cannot be carried under any circumstances in the interests of safety. These include accumulators, explosives, ammunition, weapons and combustible or otherwise hazardous materials including petrol.

Folding bicycles may be carried, safely and securely stowed in the designated luggage area in a suitable bag or box.

At present, non-folding bicycles cannot be carried on our low floor town buses.

## **8) Animals**

Rural Services, namely, 14, 302, 312, 313, 44, 46, 48, 251, 252: Animals, other than trained assistance dogs, will not normally be carried on the Council's Rural Services or Coaches. These trained assistance dogs should wear their harness or identification jacket whilst travelling.

Exceptions will be made for small animals which are fully contained within a transport approved pet carrier, (e.g., IATA approved). The pet carrier must be secured on the floor area of the bus beneath the passenger's feet. Under no circumstances will a pet carrier be allowed on the seats of a vehicle. Carriers that do not meet these standards will be refused travel.

If an animal is taken on board without the driver's permission the passenger may be required to remove it. The passenger accompanying any animal in the vehicle will be solely responsible for the animal and will indemnify the Council against all liability arising out of the carriage of the animal on the Council's vehicle or out of the animal's presence on the vehicle and the Council will not be liable for any loss or injury to the animal whether caused by negligence of the Council, its servants or agents or otherwise.

All dogs must be always kept on leads and dogs must be muzzled where they are likely to be dangerous or where this is legally required in accordance with the Dangerous Dogs Act or other equivalent legislation. Small animals must be caged, boxed, or kept on a lead. Any animal carried must remain under control and must not be allowed to sit on the seats.

If you bring an animal onto a bus, you will be held responsible for any damage, loss or injury arising from its presence on the bus.

## **9) Lost Property**

We will do all that we reasonably can to locate and return any property left on our buses and coaches to its owner. If lost property is not claimed within a month, we will become the owner of the property and will dispose of it to a charity nominated by Highland Council Buses. All computers, phones and other electronic items containing data will be securely wiped of all data and disposed of, with any proceeds donated to charity.

If you find lost property on a bus, you must hand it to the driver. Providing the item is not perishable or objectionable, we will keep it for a month. If you claim any item of lost property, you will be required to satisfy us that the item belongs to you, give us your name and address and you may be charged a postage and package fee.

If the lost property is perishable and is not claimed within 48 hours of being found, we will dispose of it as we think fit. If perishable property is, or becomes, objectionable or a health risk before the end of the 48-hour period, we reserve the right to destroy or dispose of it at any time.

If the lost property is contained in a package, bag, or other container, we may open it and examine it in order to trace the owner or identify the nature and value of the lost property.

To reclaim lost property, you should contact The Highland Council or email [highlandcouncilbuses@highland.gov.uk](mailto:highlandcouncilbuses@highland.gov.uk). Please state which service, school service or private hire you travelled on.

Under normal circumstances, you will need to collect the lost property from the Highland Council Buses depot at which the lost property is being stored. You will need to pay the cost of postage and packaging in advance if we agree to post the property back to you. Our arrangements comply with the relevant legislation.

## **10) Fares and Ticketing**

Our services are pay on boarding. You can pay the driver with cash or, on buses with the Contactless symbol, you can pay by Contactless debit or credit card.

Our standard fare prices can be found on our website.

You must retain your ticket, pass or other relevant documentation (including contactless payment card) for inspection by a Council official on demand throughout your journey. If you are unable to show this, or if it has expired or been altered or tampered with, you will be liable to pay a fare for the journey which may be a Standard Fare depending on the circumstances. We will not refund you this fare if you later find the missing ticket or other document.

You should ensure that the ticket that you are given corresponds with the amount you have paid and is valid for your entire journey. You should check any change and point out any discrepancies immediately as we cannot correct mistakes later.

Where contactless payments are accepted for payment, you are responsible for ensuring that your card is not damaged. If, when your card has been presented to the reader, it does not work, it is your responsibility to either present another card or another form of payment.

Drivers are not able to accept £50 notes and may not always have sufficient change for other large denomination notes.

Certain Vouchers and Warrants may be used instead of cash. Appropriate details

are normally set out on the Voucher or Warrant.

When you complete the journey for which you have paid or the validity of your pass or other relevant documentation expires, you must leave the bus or pay a fresh fare to your intended destination.

It is your responsibility to have a valid ticket for the whole journey and to carry any associated identification required for the purchase of the ticket you hold, such as student ID, proof of age etc, with you whilst travelling.

You are liable to prosecution if you do not hold a valid ticket, pass or other relevant documentation.

Single or return fares purchased on buses are normally calculated with reference to fare stages. If you board a bus at a location which is not a fare stage, you will be charged from the previous stage. Similarly, if you alight at a location which is not a fare stage, you will be charged to the subsequent fare stage. In certain areas a few stops may be grouped together as one fare stage.

You may not break your journey when travelling on a single or return fare unless local publicity specifically advises that this is possible.

For some journeys, you may buy a return ticket which is usually cheaper than two single tickets. Return tickets are valid only on the day of purchase. 10 Journey tickets are valid for 1 month and can be used for 10 single journeys.

It is your responsibility to check the validity conditions of a return ticket. Return tickets should be purchased from the driver of the bus on the outward journey and presented to the driver of the bus on the return journey for validation. They are valid for one single journey in each direction.

Children aged under 16 and those people who, in the opinion of the driver, are vulnerable, at risk or in distress, and unable to pay their fare will be always carried.

There is no charge for up to 2 children under 5 years of age when travelling with another responsible passenger providing, they do not occupy a seat to the exclusion of a fare paying passenger or are seated in a buggy in an appropriate space on the vehicle. Additional children will be charged as if they were aged 5 or over.

School Pupils using our Closed Contract Service Buses must show the driver their Highland Council School Bus Pass. Pupils can only travel on the route shown on the Highland Council Pass. School pupils using our service buses must show their Highland Council School Bus Pass, use their Young Scot NEC or pay the driver the fare for their desired route on boarding the bus. Fare paying and NEC using pupils must accept and retain their ticket for the duration of the journey. On school days, pupils holding Highland Council a School Bus Pass for the route may use it on a later bus than the one at the end of the school day.



Discount rates for children aged 5 or over, not holding a Young Scot NEC card, are usually half the price of an adult fare, rounded up to the nearest ten pence.

Our bus services cannot be pre-booked. We work on a first come, first served basis on all our routes.

## **11) Concessionary Travel Schemes**

A concessionary travel scheme for many categories of passenger is operated by Transport Scotland.

The terms, conditions and rules applying to these schemes are the responsibility of Transport Scotland.

When travelling on Highland Council Buses vehicles, concessionary passengers must additionally comply with all aspects of these Conditions.

## **12) School Transport**

Highland Council Buses provide some school transport for The Highland Council. Please see The Highland Council's Home-to-School Transport Policy which can be found on [www.highland.gov.uk](http://www.highland.gov.uk).

## **13) Complaints**

We welcome suggestions and complaints because they help us to improve our services and put things right when they have gone wrong. We want people to contact us rather than just stop using our services. We will handle complaints with tact and consideration. We know that customers want to be taken seriously more than anything else. When we have failed, we will offer a sincere, speedy apology and a genuine commitment to avoiding a repetition. Please note that we will not respond to complaints on Social Media and ask that you instead email [highlandcouncilbuses@highland.gov.uk](mailto:highlandcouncilbuses@highland.gov.uk) , telephone The Highland Council or write to: Highland Council Buses, Opposite Cromwell Tower, Cromwell Road, Inverness. IV1 1SX

## **14) Data Protection**

In any circumstances where we collect your personal data in connection with a retail transaction, a customer survey or other purpose, we will only collect and process your data in accordance with the principles contained in the Data Protection Act 2018.