

Conditions of Carriage

valid from February 2020



INTERPRETATION

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

Expression	Meaning
The Company	East Coast Buses Ltd. A limited company, registered in Scotland (No. 208702), 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.

1. 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. 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.

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.

Special circumstances

From time to time the Company may promote additional recommended guidelines for travel based on advice from official or regulatory bodies as temporarily relevant to our goods and services. Whilst every effort will be made to engage with customers to communicate said advice and guidelines the Company has no direct responsibility for the legal enforcement thereof.

For full details and information on the latest Scottish Government advice on using public transport during Coronavirus – please see www.lothianbuses.co.uk/HelpUsToHelpYou.

If you are required by law to wear a face covering (or to take any other steps) then you must do so.

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 (including the use of electronic cigarettes or personal vapourisers), 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 buggy or with bulky luggage may occupy the wheelchair space.

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

3.1 Travelling as a wheelchair user or with a wheelchair user

All of our buses have a dedicated wheelchair space. These spaces are designed for wheelchairs which are no bigger than 700mm wide, 1200mm long and 1350mm high. It may be possible to fit larger wheelchairs onto some buses. A wheelchair user will not be able to board a bus if the bus is full, or if there is already a wheelchair user occupying the wheelchair space.

Wheelchairs which are in a condition which could endanger other passengers or damage their belongings or the bus will not be carried.

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. Ask the driver for assistance if necessary. Whenever the wheelchair space is needed by a wheelchair user, other passengers must move to make it available unless the bus is full.

3.2 Travelling with young children

Space on our buses is limited. We recommend that passengers who intend to travel on our services with a small child use a smaller, easily foldable buggy.

Buggies including pushchairs and travel systems which will not obstruct the aisle may be brought onto our buses unfolded. 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 one, the buggy space is not available, one unfolded buggy may be placed in the wheelchair space.

In common with all other passengers, whenever the wheelchair space is needed by a wheelchair user, passengers with unfolded buggies must move to make it 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 receipt will be issued to allow them to complete their journey on a following bus free of charge.

A Warrant is available to people who cannot fold their buggy because they are disabled or the child in their buggy is disabled. 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.

Where the wheelchair space and the buggy space are already occupied, additional buggies must be folded and placed in the luggage rack on boarding.

Empty buggies must be folded and placed in the luggage rack.

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 Waverley Bridge TravelHub after 5 working days.

We reserve the right to refuse travel to anyone who presents a ticket

which has been obtained fraudulently or which is damaged.

East Coast 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.eastcoastbuses.co.uk

Children aged from five to fifteen inclusive will be charged the Child fare. Up to three 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.

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) bicycles other than folding bicycles which are folded and fully enclosed in a suitable carrying bag
- c) non-folding wheelchairs, except where the designated wheelchair space is unoccupied
- d) mobility scooters
- e) 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 some items will not be held as Lost Property. Drugs and medicines will be disposed of immediately. Passports will be passed to the Police (UK passports) or to the relevant consular authorities (non-UK passports).

Lost Property is available for collection Mon-Fri 09:30 – 18:00.

The Musselburgh Office is situated at:
Musselburgh Depot, Mall Avenue, Musselburgh, EH21 7DY

The North Berwick Office is situated at:
North Berwick Depot, Tantallon Road, EH39 5NF

Call **07825 708 522** or e-mail
mylostproperty@eastcoastbuses.co.uk

10. ANIMALS

Small animals are carried at the driver's discretion. Guide dogs, assistance dogs and learning dogs will be carried if there is room on the bus. All dogs must be on a lead and all other animals must be secured in a suitable cage or carrying case. 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

East Coast Buses, 55 Annandale Street, EDINBURGH EH7 4AZ

or email us at hello@eastcoastbuses.co.uk

If we cannot resolve a complaint, you can write to
Bus Users Scotland, Hopetoun Gate, 8b McDonald Road, Edinburgh EH7 4LZ

call **0300 111 0001** or e-mail enquiries@bususers.org