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# Conditions of Carriage

THESE CONDITIONS APPLY FROM JANUARY 2021

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# 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.

## **Company Official**

Any employee of the Company such as a Driver, Supervisor or Manager.

## **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.

## **Mobility Scooter**

"Class 2" scooters with 3 or 4 wheels no larger than 600mm wide and 1000mm long, with a turning radius not exceeding 1200mm.

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## 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 guidelines or instructions for travel based on advice from official or regulatory bodies as temporarily relevant to our services. For example, If you are required by law to wear a face covering or to take any other steps while travelling, then you must do so. While every effort will be made to engage with passengers to communicate said advice and 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](http://www.lothianbuses.co.uk)

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

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 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 vaporisers), put their feet on seats, play audio which another passenger can hear or cause any other disturbance. No food or drink may be consumed while travelling on the Company's buses. Hot food and drinks must be carried in a safely sealed container.
- 2.2 No alcohol may be taken onto any bus by passengers travelling to or from football matches at Easter Road or Tynecastle Stadiums (or any association football match grounds) and International Rugby Union matches at Murrayfield Stadium.
- 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.

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- 2.5 Passengers must follow all instruction given by the driver in relation to items brought onto the bus. This includes certain types of pushchairs, prams, wheelchairs and 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.

### 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](http://www.lothianbuses.co.uk)

All our buses have a wheelchair space while some 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 of our 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 which are in a condition that could endanger other passengers or damage their belongings or the bus will not be carried.

If you have concerns about whether the size of your wheelchair can be accommodated on our buses, please contact our Accessibility Officer at [accessibility@lothianbuses.co.uk](mailto:accessibility@lothianbuses.co.uk) prior to travel and they will be able to advise 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 of our 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](mailto:accessibility@lothianbuses.co.uk) and they will be able to advise you further.

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### 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 where possible.

Buggies including pushchairs and travel systems which will not obstruct the aisle may be brought onto our 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.

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.

## 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.

## 5. Tickets

- 5.1 On boarding the bus, passengers must 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 Most of our services do NOT 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 after 5 working days. Please visit [www.lothianbuses.co.uk](http://www.lothianbuses.co.uk) for further details on this.
- 5.3 We reserve the right to refuse travel to anyone who presents a ticket which we believe has been obtained fraudulently or which is damaged. A fraudulent or damaged ticket may be confiscated by the driver or Company Official.
- 5.4 Lothian Buses participates in the Scottish National Concessionary Travel Scheme. Eligible cardholders can travel as per scheme rules on our services where applicable.
- 5.5 Most of Lothian Buses 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](http://www.lothianbuses.co.uk)

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## 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](http://www.lothianbuses.co.uk)
- 6.2 Children aged from five to fifteen inclusive will be charged the Child fare. 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 aggression towards our staff, 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](http://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) 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.

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- 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](http://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](http://www.lothianbuses.co.uk)
- 9.4 Lost property will be held for one month 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 one month after which they shall be returned directly to the UK passport office or other relevant office.
- 9.6 Lost Property is available for collection:  
Monday to Thursday, strictly by appointment only, from 14:00 – 17:00.  
The office is located at **55 Annandale Street, Edinburgh, EH7 4AZ.**
- 9.7 Personal property is the responsibility of the person travelling.  
While we will always endeavour to reunite customers with their belongings if they think that they have left them on board our services 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 one of our buses, 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.

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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 Services team at [www.lothianbuses.co.uk/customer-services/](http://www.lothianbuses.co.uk/customer-services/)

We will initially aim to resolve your complaint within 20 working days. Details of how we handle customer contacts can be found at [www.lothianbuses.co.uk](http://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 Services team. Should that be the case, the customer will be given contact details for the Customer Services 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](mailto:enquiries@bususers.org)



