
Conditions of Carriage

THESE CONDITIONS APPLY FROM SEPTEMBER 2026

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.

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.

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. Failure to comply with these Conditions may result in immediate or future travel refused.

- 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 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 a violent, aggressive, offensive or intimidating manner
- damaging company property
- abusive behaviour towards a company official
- 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)

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- 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
 - failing to comply with an instruction from a company official

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 fail to comply with these Conditions of Carriage 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 Fraudulent presentation of any Scottish National Entitlement Card will see travel refused and the card withdrawn and returned to the administering authority.

3. Accessibility

Lothian endeavours to provide an inclusive service for bus travel in Edinburgh that is accessible to all or our passengers. You can find out more about our commitment to accessibility at lothianbuses.com/accessibility.

All of our buses are equipped with a ramp and have at least one wheelchair accessible space available for manual wheelchairs, powered wheelchairs and specialised wheelchair buggies and many of our buses have an additional space for passengers travelling with prams/ buggies or mobility aids.

As per UK legislation, bus drivers are required to ask any passengers occupying the wheelchair accessible space to vacate the space if a passenger using a wheelchair wishes to board the bus. We ask that passengers vacate the space when asked to do so if they do not require it.

For the safety of all passengers, front-mounted power assist devices and handcycles for manual wheelchairs can only be carried on our services if they have been detached and stored in a bag.

We are unable to accommodate mobility scooters for travel on any of our buses unless they have been dismantled or folded before boarding, and there is space for them to be safely stored as luggage.

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.

We can accept manual wheelchairs, powered wheelchairs and specialised wheelchair buggies on board our buses, so long as they are no larger than 0.7m wide, 1.2m long and 1.35m high, are in good repair and are deemed safe to travel, as per our Conditions of Carriage. All wheelchairs must be fitted with functional brakes to travel on board our services.

Mobility devices and equipment that could endanger the safety of other passengers or damage property may not be carried.

Front-mounted handcycle and power assist devices for manual wheelchairs can only be carried if they have been detached and stored in a bag prior to boarding. Wheel and axle mounted power assist devices may be permitted at the driver's discretion provided they do not have any exposed brakes or gears and do not increase the length or width of the wheelbase beyond the permitted limits.

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 backrest board facing the rear of the bus with the brakes applied.

Forward or side facing travel is not permitted. If the bus is fitted with a retractable anti-tip bar, please ensure that this is in place for the duration of your journey. Please ask the driver if you need assistance in positioning the anti-tip bar.

Specialised and wheelchair buggies are entitled to use of the wheelchair space on the same basis as any other wheelchair.

Many specialised and wheelchair buggies are not easily distinguishable for standard buggies, so please inform the driver if your child's buggy is their wheelchair.

At Lothian Buses, we are able to issue a Disability Access Card to parents/guardians travelling with children that use a specialised wheelchair buggy. The purpose of which is to confirm discreetly to our drivers that due to the child's disability, it is not practicable for their buggy to be folded when boarding one of our buses.

For more information about travelling with your wheelchair or the Disability Access Card, please email Accessibility@LothianBuses.co.uk, or visit lothianbuses.com/accessibility/wheelchair-users for more information.

3.2 Travelling with children

For those wishing to use our services, we strongly recommend that passengers purchase small, foldable and lightweight buggies to make travel as safe and as easy as possible.

As per UK legislation passengers using a manual wheelchair, powered wheelchair or specialised buggy have priority over the use of the wheelchair accessible space on public buses. Passengers travelling with a child's pram/buggy which has been placed in a wheelchair accessible space will be expected to vacate that space if a wheelchair user wishes to board. In such situations pram / buggy users will have the option to either fold the pram/ buggy and store it as luggage or choose to leave the bus in which case the driver can issue a ticket for onward travel.

The aisles on our buses are 0.73m at their most narrow, which can be unsuitable for passengers travelling with two children in a wider double buggy, so please consider this before you buy something with the intention of using it to travel.

The wheelchair accessible space and shared space on our vehicles are 0.75m in width and any prams and buggies parked in these spaces must be able to fit safely without causing an obstruction.

This maximum size includes any attachments, handles or bags and our drivers retain the right to refuse entry or ask a customer to leave the bus if their pram/ buggy does not fit safely. Bags or other items that may cause the buggy to become unstable must be removed and stored safely. The brake must be applied, and the buggy must always be attended to.

For safety reasons, only one buggy or pram is permitted to travel in the wheelchair accessible space and it should be positioned against the backrest board with the brakes applied. The same guidance applies to the buggy/ shared space on our vehicles.

If a young child or children are not travelling in a recognised pram/buggy/travel system the driver may refuse travel if they have any concerns about their safety. It is the responsibility of the parent/guardian to ensure that all 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 when ascending or descending the stairs whilst travelling with toddlers or young children.

For more information about travelling as a family, please refer to lothianbuses.com/accessibility/families or email accessibility@lothianbuses.co.uk with any questions.

3.3 Elderly & Concessionary Passengers

If you require additional time to board the bus and find a seat, then please ask the driver.

Lothian provide priority seating on all of our buses. These are positioned near the entrance and exit doors, have additional leg room and include appropriately positioned handrails and bells.

These seats are intended for use by elderly, disabled, pregnant passengers and those that travel with an assistance dog or mobility aids. Whilst signage is in place requesting other passengers offer this seat to those requiring it the driver cannot request someone occupying these seats to move. If priority seating is unavailable, please take the next available seat in the lower saloon. If you are required to stand, please ensure you are secure at all times that the vehicle is moving.

Passengers using a manual wheelchair, powered wheelchair or specialised buggy have priority over any other passenger for the use of the wheelchair accessible space on public buses, as per UK legislation. If you are occupying the wheelchair accessible space and a wheelchair user wishes to board, you will be expected to vacate the space.

Services can be very busy and passengers travelling with a mobility aid, such as a rollator or a wheeled walker, may be required to fold it when there is insufficient space available. Please ensure that you know how to fold or collapse your mobility aid, so that it can be

stored safely as luggage, under the seat or in front of you in the space.

When wishing to alight, please ring the bell once prior to your stop to alert the driver. Please allow enough time for the driver to stop safely at your desired bus stop. You should remain in your seat/secure standing position until the bus comes to a complete stop, before moving to the exit doors as quickly as you are able.

For more information about travelling as an elderly or concessionary passenger, please refer to lothianbuses.com/accessibility/ or email accessibility@lothianbuses.co.uk with any questions.

4. Standing passengers

Passengers are not permitted to stand in the upper saloon 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 and 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 do not give change for cash payments on board our services. 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 can be issued if requested. Such overpayments can be reclaimed from a TravelHub. Please visit 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 be being used 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 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 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 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 appropriate 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.
- 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 pursue the prosecution of anyone who commits an act of serious antisocial behaviour or commits a criminal act towards a Company Official, 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 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 Large items of luggage such as suitcases are not permitted to be taken into the upper saloon of a double deck vehicle must be stowed in the vehicle's designated luggage area.
- 8.4 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) larger, adult sized unpowered 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. (Small, unpowered children's scooters are permitted on board subject to available space and the ability to stow them safely in the luggage rack).

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- 8.5 Paint may only be carried if in a sealed, newly purchased container and is placed on the floor of the bus.
 - 8.6 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 bus. Costs will include any lost revenue if cleaning or repair requires the bus to be withdrawn from service.
 - 8.7 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 Passengers are required to hand any found lost property 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, in which case 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. Any other hazardous items, (including vapes/vaporisers/e-cigarettes) will also 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 at **Shandwick Place TravelHub, 49 Shandwick Place, Edinburgh, EH2 4SD. Attendance or collection is strictly by appointment only.**
- 9.7 Personal property is the responsibility of the person travelling. We will always endeavour to reunite passengers with lost property 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. Any passenger who brings an animal onto a bus is responsible for any damage or injury caused by that animal and will be charged the cost of any necessary repairs or cleaning. If a vehicle is required to be removed from service to accommodate

cleaning or repairs, costs will include any lost revenue incurred.

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 lothianbuses.co.uk/support. We will aim to resolve your complaint within 15 working days. Details of how we handle customer contacts can be found at 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**

