

Conditions of Stage Carriage

Introduction

Borders Buses Ltd values your custom and we aim to ensure you have a safe, comfortable journey on a clean, well maintained vehicle.

This document contains the conditions that apply to any customer and their property travelling with Borders Buses Ltd, and any contract entered into by Borders Buses Ltd.

Any person who travels on a transport service operated by Borders Buses Ltd shall be deemed to have agreed to be carried on these conditions. These conditions are consistent with statutory regulations including those relating to conduct of customers and lost property. These conditions do not affect your statutory rights as a consumer.

General Conditions

We aim to provide a safe and reliable service. However, we occasionally cannot run our advertised services, because of factors outside our control such as adverse weather conditions or unpredictable delays caused by traffic congestion, road works/ diversions or mechanical failure.

Limitation of our liability to you

In the event of the cancellation, withdrawal, delay, termination of any service or in the event of the service being otherwise unavailable to you due to the service being fully occupied or otherwise, we shall not be liable for any losses, damage, costs or inconvenience that you suffer as a result. We do not in any way exclude or limit our liability for death or personal injury resulting from our negligence, nor are your statutory rights as a consumer affected.

Conduct of Customers

We reserve the right to refuse entry or require you to leave our buses, coaches or premises at any time. This will usually be either for reasons of safety or because of your conduct. When travelling on our buses and coaches, you are subject to these conditions. Failure to comply with statutory regulations or those set out in these conditions may result in us refusing to permit you travel.

In particular, you must:

- Not smoke at any time and this includes electronic cigarettes.
- Behave in a manner that is not abusive or threatening and does not cause offence to other customers or staff. Intending customers who in the opinion of the driver appear likely to behave in an inappropriate manner may not be permitted to travel.
- Refrain from eating and drinking items which make other customer's journey unpleasant or otherwise cause offence.

- Alcohol may only be brought on board in sealed containers and must not be consumed on board.
- If the vehicle is fitted with a seatbelt, you are legally required to wear it.
- Follow the instructions of staff and act in a manner which shows due regard for the safety of your fellow customers and members of staff, including not standing adjacent to emergency exits or the vehicle entrance next to the driver or sitting in gangways and similar locations.
- Notify a member of staff immediately if you sustain an injury whilst boarding, travelling on or alighting from a bus/ coach.
- Follow the directions of staff concerning the maximum number of standing customers that a bus is permitted to carry and not stand on the upper deck or staircase of a double deck vehicle. Every bus carries details of its capacity including standing customers.
- You must not interfere with equipment or deliberately damage or deface any part of the vehicle. We will seek damages to cover the costs incurred in making the bus/ coach fit for service again.
- You must not play or operate any musical equipment or instruments (including radios, mobile phones, MP3 devices etc.) on vehicles at a volume that is likely to cause annoyance to other customers.
- Except in an emergency, refrain from talking to the driver whilst the vehicle is moving, obstruct the driver's vision or otherwise distract them from their duties.
- Do not exit through the emergency doors except in a genuine emergency or when instructed to by the driver.
- Not distribute leaflets etc. or offer anything for sale or collect for charity without prior written consent. This also applies to surveys.
- Have due regard at all times for the needs of disabled customers.

Any Customer in contravention of these and other statutory regulations may be:

- Required to give their name and address to a member of staff.
- Requested to leave the bus, coach or our premises by a member of staff or restrained by a police officer or a community security officer at the request of a member of staff who may also refuse you further travel.

Staff may be required to cancel your ticket without refund and take any other measures we consider necessary to protect the safety, wellbeing and comfort of our employees and other customers.

CCTV

Vehicles may be fitted with CCTV visual and audio recording to provide added security for customers and our staff. We display appropriate signage and will use video and sound recordings in support of any reasonable request from an enforcement authority and for monitoring service quality.

Whilst we do everything that we reasonably can to control the conduct of other customers on our buses and coaches, we cannot be held responsible for their conduct.

Boarding, alighting and stopping places

In most built up areas, buses/ coaches will stop to pick up and set down customers at recognised stopping places which are normally identified by a 'Bus Stop' sign which may be a specific stop for the service in question. If you wish to board, you should indicate clearly to the driver.

You must not attempt to board or alight from vehicles which are moving or still at recognised stopping points. On routes where there are no fixed stopping places, buses/ coaches will stop on request where it is safe to do so. At bus stations, customers cannot be picked up for safety reasons once the bus/ coach has left the stand. Shortly before the vehicle reaches your intended alighting point, you should alert the driver by ringing the bell. For your own and other customers safety please remain seated until the vehicle has reached a complete stop.

Carriage of Wheelchairs and Buggies

Due to the limited space available dedicated to the carrying of wheelchairs (max size 700mm wide, 1200, long and 1350mm high the dimensions of a standard 'reference' wheelchair as specified in the Public Service Vehicle Accessibility Regulations 2000) and buggies we offer the following guidance to the public and staff.

Subject to enough space being available and subject always to the discretion of the driver, we will carry up to two buggies on buses that are specially arranged with a low flat floor and designated areas for buggies and wheelchairs (due to space restrictions one double buggy counts as two normal buggies). The driver has the discretion to require that pushchairs are folded at busy times or if a customer wishes to board with a wheelchair.

Customers should cooperate in allowing proper use of the designated wheelchair space by vacating this space if required by a customer in a wheelchair. However, if the bus is full of standing customers and there is nowhere for them to go the customer in the wheelchair would unfortunately need to wait until the next bus. We cannot accommodate wheelchairs or unfolded buggies on buses without a designated wheelchair space. All vehicles are DDA compliant.

It is the customer's responsibility to ensure that their wheelchair or buggy 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.

Mobility Scooters

We accept Class 2 mobility scooters (as designated by the Department for Transport) provided the mobility scooter does not exceed 1000mm long and 600mm wide with a maximum turning circle of 1200mm.

Users will not be permitted to bring their mobility scooter onto the vehicle unless they show the driver a valid 'permit to travel' issued under the Confederation of Customer Travel Code. The user must be able to handle and control the mobility scooter independently and safely. The driver should not have to manoeuvre the scooter in any way as this could result in injury.

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 of total weight 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.

For further information on what mobility scooters are acceptable please contact your local depot.

Bicycles

Bicycles are only carried on a limited number of buses specifically modified for this purpose where safety notices detailing the arrangements to be followed are clearly posted. It is at the discretion of the driver whether or not to carry the bicycle.

For further information on what services allow the carriage of bicycles please contact your local depot.

Luggage

In the interests of safety and for the comfort of our customers we restrict the size and type of luggage or other belongings that you can bring on our vehicles. We reserve the right to refuse permission for you to bring any item on our vehicles. You may bring small items of luggage or other belongings with you at the discretion of the driver, providing they are not bulky, or likely to present a danger or nuisance to other customers or staff.

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.

We cannot be held responsible for any loss or inconvenience to you if you are refused travel under these circumstances or if you suffer loss or damage to luggage or other belongings whilst on board.

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

Animals

Accompanied dogs and other small animals that will not be a danger or a nuisance to other customers or staff are allowed to travel on our vehicles at the absolute discretion of the driver who may decide where on the bus the animal is to be carried. Any animal carried must remain under control and must not be allowed to travel on seats. If you bring any animal on board, you will be held responsible for any damage, loss or injury arising from its presence. Guide dogs will be carried at any time.

Fares and Ticketing General

When you board a bus/ coach, on each occasion you must either;

- Show the driver a valid ticket, pass, or other form of authority to travel which the driver will check to confirm its validity for the journey you are making.

OR

- Present your smart card or personal hand held device to the driver or to the pass reading equipment.
- Where you hold one of these as your authority to travel, its validity may be checked and your journey recorded on the card or device.

OR

- Pay the fare for the journey you intend to take whether requested to do so or not. Fares are charged in accordance with a fare table for that route. You should ensure that you are given a new ticket issued from the ticket machine that corresponds with the amount you have paid and is valid for your intended journey. You should check any change and point out any discrepancies to the driver immediately as we cannot correct mistakes later. We do not accept payment by cheque to the driver.

You must safely retain your ticket, pass or other relevant documentation for possible inspection by an official 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, depending on the circumstances. We will not refund you this fare if you later find the missing ticket or other document.

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

It is your responsibility to have a valid ticket for the whole journey. You are liable for prosecution if you do not hold a valid ticket, pass or other relevant documentation.

Fares are normally calculated with reference to fare stages. If you board a vehicle at a location that is not a fare stage, you will be charged from the previous stage. Similarly, if you alight at a location that is not a fare stage, you will be charged to the subsequent fare stage. If you are travelling in areas where zonal fares apply, your fare will be determined by the number of zones travelled in or through.

You may not break your journey when travelling on a cash ticket unless our publicity specifically advises that this is possible.

If, in special circumstances you are unable to pay for your intended journey, the driver will at their discretion accept you for travel only if your journey is deemed necessary and if you are able to give details of your name and address with the supporting identification. Children aged under 16 and people who in the opinion of the driver are in distress and unable to pay their fare will be carried at all times providing their name and address can be given in order that the fare due may be collected at a later date together with administrative costs where appropriate.

Child Fares

There is no charge for children under five years of age when travelling with another valid customer providing the child does not occupy a seat to the exclusion of an adult customer. This applies up to a maximum of two children for each customer.

Children over five years of age can normally travel at a reduced rate, subject to local conditions as detailed on the fare scale for individual routes. Children who are unable to provide proof of their age on request from the driver, where the driver reasonably doubts their age, may be required to pay the adult fare.

Return Tickets

For some journeys, you may buy a return ticket that usually offers a discount over the cost of two single tickets. Return tickets are available from the driver on your outward journey and you need to show the ticket to the driver on your return journey.

On some routes, return tickets and passes may be valid on the services of another operator and/or other operators' return tickets and passes may be valid for travel on our services. This only applies where advertised locally and subject to any specific local conditions.

It is your responsibility to check the validity conditions of a return ticket.

Zone cards, multi-journey and season tickets

There are many different types of Smartcards, Multi-journey and Season tickets accepted for travel on our services subject to the particular conditions relating to these tickets. Some tickets are issued by other organisations. In general, details of acceptance will be included in the fare scale for each service or in the product information provided by the pass/ ticket issuer. It is your responsibility to check the validity conditions of the ticket.

Concessionary travel

If you hold a valid concessionary fare permit or pass, please show this to the driver every time you board a Borders Buses bus/ coach. The validity of individual passes is determined by the issuing authority. Any valid card holder who has a companion entitlement and has a companion with them must both board and alight at the same stops, this is a rule governed by the National Concessionary Scheme.

Lost Property

We will do all that we reasonably can to locate and return any property left on our premises or on one of our vehicles to its owner.

If you find lost property on board, please hand it to the driver. Providing the item is not perishable or objectionable, we will keep it for one month. If you claim any item of lost property, you will be required to provide your name and address to confirm that the item belongs to you. Under normal circumstances, you will need to collect the lost property from the depot which the particular bus/ coach operate from. Borders Buses Ltd does not charge a handling fee for lost property. However, if lost property is forwarded to a claimant by the operator, the cost of post and packaging must be paid in advance by the claimant. Our arrangements comply with the relevant legislation.

Security

Customers must advise the driver immediately if any suspicious article or package is seen on or near a vehicle, if any customer is observed acting suspiciously or if any person is seen to tamper with the vehicle.

Miscellaneous

The governing law for these conditions shall be the law of Scotland/ England (depending on location) and the courts of Scotland/ England shall have exclusive jurisdiction.

Should any provision of these conditions be invalid or unenforceable this shall not affect the validity and enforceability of the remaining provisions which shall remain in full force and effect and such invalid or unenforceable provision shall be deemed to be amended as far as possible to give effect to the intentions of the parties in relation to that provision.

These conditions constitute the entire agreement between us and you. None of our employees are entitled to alter or vary any of the provisions of these conditions of stage carriage.

What to do if you have a comment or complaint

If you want to tell us what you like or don't like about our service, you can do so by calling your local Borders Buses depot (Berwick 01289 308719/ Galashiels 01896 754350) or by emailing us at info@bordersbuses.co.uk.

If we cannot resolve your complaint you can contact Bus Users UK by emailing: at enquiries@bususers.org.

Borders Buses Ltd registered office is North Road Industrial Estate, Berwick TD15 1TX.