

**TAYSIDE PUBLIC TRANSPORT CO LTD trading as**



**CONDITIONS OF CARRIAGE AND CUSTOMER REGULATIONS**

1. Introduction
2. Special Meanings
3. Useful Contact Details
4. Provision of Services
5. Safety
6. Passengers' Responsibilities
7. Tickets and Fares
8. Replacement Tickets and Refunds
9. Fare Evasion and Standard Fares
10. Easy Access Services
11. Luggage and Possessions
12. Animals
13. Lost Property
14. Governing Law

## 1. Special Meanings

In these Conditions of Carriage and Customer Regulations (hereinafter referred to as the "Conditions of Carriage"):

- 1.1 The term "Company" means Tayside Public Transport Company Limited a company incorporated under the Companies Acts (Company Number SC097606) having its Registered Office at 44/48 East Dock Street, Dundee, DD1 3JS and trading as XPLORE Dundee
- 1.2 The term "Driver" means a person licensed and employed to drive any or all of the Company's passenger service vehicles and who is for the time being responsible for driving the particular vehicle.
- 1.3 The term "Fare Stage" means a point from which a fare is charged.
- 1.4 The term "Inspector" means any person authorised by the Company to supervise, inspect or control any of its vehicles.
- 1.5 The term "Photocard" means a card with a serial number bearing a photograph of the person it was issued to.
- 1.6 The term "Standard Fare" means the fare payable by anyone not in possession of a valid ticket for the journey being made, in accordance with notices displayed on the Company's vehicles.
- 1.7 The term "Ticket" means any ticket, travelcard or pass issued and / or accepted for travel on the Company's services.
- 1.8 The terms "valid" / "validity" mean where and when a Ticket can be used.

## 2. Introduction

- 2.1 When a Passenger purchases a Ticket to travel on a bus service operated by the Company, that passenger enters into a contract with the Company, based on the terms and conditions set out in these Conditions of Carriage.
- 2.2 These Conditions of Carriage apply to all services operated by the Company and set out the rights and duties of passengers.
- 2.3 These Conditions of Carriage, which may be amended by the Company from time to time, replace all previous versions published by the Company. These Conditions of Carriage come into force on 18<sup>th</sup> February 2016 and will remain in force until they are republished, by the Company.
- 2.4 The Company's employees have no authority to make individual exceptions to these Conditions of Carriage.
- 2.5 This Conditions of Carriage have been written in accordance with the following:
  - Prohibition of Smoking in Certain Premises (Scotland) Regulations 2006.
  - Smoking, Health and Social Care (Scotland) Act 2005.
  - The Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) (Amendment) Regulations 2002.
  - The Public Service Vehicles Accessibility Regulations 2000.
  - The Disability Discrimination Act 1995.
  - The Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990.

### 3. Useful Contact Details

#### 3.1 For general information, comments and suggestions

Telephone            0844 499 0589

Write to            Tayside Public Transport Co Ltd t/a  
XPLORE Dundee  
44-48 East Dock Street  
DUNDEE  
DD1 3JS

Visit website        [www.nxbus.co.uk/Dundee](http://www.nxbus.co.uk/Dundee)

#### 3.2 For timetable information

Telephone            Traveline Scotland on 0871 200 2233

#### 3.3 For Travelcard information

Telephone            01382 340006 / 7

#### 3.4 The Company tries to be fair and helpful in all its dealings with its passengers. The Company always welcomes feedback, comments, and suggestions for improvement.

#### 3.5 Any passenger who is unhappy with the Company's response to a complaint can contact:

Bus Users Scotland  
Hopetoun Gate  
8b McDonald Road  
Edinburgh EH7 4LZ

#### 4. Provision of Services

- 4.1 The Company uses reasonable endeavours to run services reliably and to maintain the services which it is registered or contracted to operate.
- 4.2 The Company reserves the following rights; for operational or any other reasonable cause including, but not limited to, traffic conditions, adverse weather, or passenger numbers:
- a) To alter, suspend or withdraw any service or vehicle without notice; and
  - b) To alter the route, bus stops or times as advertised on any timetable, ticket, notice or other advertisement in respect of any service or vehicle without notice.
- 4.3 The Company accepts no liability for any loss, damage or inconvenience, whatsoever, arising from the suspension, cancellation or alteration of its services. The Company accepts no liability for the failure of any vehicle operating any service to start or finish its journey at the times appearing in the timetable, nor from any delay (whether caused by breakdown, deviation from advertised route or other reasonable cause) in the operation of any service.
- 4.4 The Company accepts no liability for a holder of any pre-paid Ticket unable to use such a Ticket on a service which the Company is registered or contracted to operate due to a lack of available seating or standing space on a Company vehicle.
- 4.5 The Contract of Carriage between the Company and a passenger is limited to journeys on the Company's vehicles and the liability of the Company (if any) is limited accordingly. Whenever the Company (except in the case of the breakdown of a Company vehicle) makes arrangements for customers to be conveyed on any other form of transport, the Company does so as agent only.
- 4.6 These Conditions of Carriage do not affect passengers' statutory rights.
- 4.7 The Company may alter these Conditions of Carriage at any time without notice if required by law or commercial trading regulations.

## 5. Safety

- 5.1 The Company's highest priority is to ensure that all its passengers are carried safely. To help the Company achieve this it is essential that passengers shall always follow any instructions given by Drivers or Inspectors, and observe safety notices in the Company's vehicles. In the interests of safety passengers may be required to leave a Company vehicle or bus station at any time.
- 5.2 For safety reasons passengers are warned not to board or alight when a Company vehicle is in motion or held up in traffic or stationary at traffic lights. Passengers should only board or alight when a Company vehicle has stopped at a recognised stopping place.
- 5.3 To ensure the Company operates all its services in a safe manner passengers should not:
- a) Put at risk, unreasonably impede, or cause discomfort to other passengers, the Driver or an Inspector
  - b) Throw or trail any item from a Company vehicle
  - c) Speak to the Driver when a Company vehicle is moving unless in an emergency or on grounds of safety or to give directions as to the stopping of the vehicle
  - d) Distract the Driver's attention, without reasonable cause, or obstruct his vision
  - e) Intentionally interfere with any equipment with which any Company vehicle is fitted
  - f) Carry any article or substance which constitutes a risk of injury to the Driver or other passenger, or which constitutes a risk of damage to the vehicle or other customers' property
  - g) Smoke or carry lighted tobacco or other substances, or light a match or cigarette lighter on a Company vehicle
  - h) Use emergency doors or windows other than in the event of an emergency or when directed to by a Driver or Inspector
  - i) Use roller skates, roller blades, scooters or skateboards on a Company vehicle
  - j) Lean out of the windows.
  - k) Stand in parts of a Company vehicle where standing is prohibited.
  - l) Ask to alight at an unauthorised stopping place.
- 5.4 Passengers with pushchairs, luggage or shopping are requested to ensure that they do not obstruct the gangway of a Company vehicle.
- 5.5 Standing passengers and those passengers who are boarding or waiting to alight a Company vehicle are requested to hold onto handrails.

## 6. Passengers' Responsibilities

In order to ensure that a passenger's journey, as well as that of other passengers, is a safe and enjoyable one, the Company requests that all passengers note and comply with the following points:

- 6.1 Passengers should ensure that they are on the correct bus and that they alight at the right bus stop. If a passenger has any queries about their journey they are requested to contact the Company's Customer Care department (details in section 3.1) or ask the Driver.
- 6.2 Passengers are under an obligation to ensure they have a **valid ticket** at all times for the journey they intend to take. Passengers should always check their ticket at the time it is issued and inform the Driver of any errors at that time. Passengers should retain their ticket throughout the journey they intend to take. Passengers must produce their ticket for inspection upon request by any Driver or Inspector.
- 6.3 No Passenger should distribute any paper or other article for the purpose of giving or obtaining information or views from other passengers without obtaining written permission from the Company.
- 6.4 Passengers should not sell or offer for sale any article while travelling on a Company vehicle, without obtaining written permission from the Company.
- 6.5 A Company Driver or Inspector has the authority to direct passengers to leave the Company vehicle on the following grounds.
  - a) if their remaining would result in the number of passengers exceeding the maximum seating or standing capacity
  - b) if their condition or behaviour is such as would be likely to cause offence to a reasonable passenger, or the condition of their clothing could soil the fittings of the Company vehicle or the clothing of other passengers.
- 6.6 Passengers should not play or operate any musical instrument or sound reproducing equipment in a manner which could cause annoyance to other passengers.
- 6.7 Passengers must not intentionally interfere with any equipment with which the Company's vehicles are fitted.
- 6.8 The Driver or Inspector can direct a passenger to put in a designated place or remove from a Company vehicle any of the following:
  - a) a bulky or cumbersome article
  - b) an article or substance which causes or is likely to cause annoyance to any person on the vehicle
  - c) any article or substance which would be reasonably expected to constitute a risk of injury to any person on a Company vehicle; or a risk of damage to the property of any person on a Company vehicle or to the vehicle itself.
- 6.9 Any passenger on a vehicle who is reasonably suspected by a Driver or Inspector of contravening any of the above, contained in the Public Services Conduct of Drivers, Inspectors, Conductors and Passengers Regulations 1990 (as amended), shall give their name and address to the Driver or Inspector on demand. They may also be removed from the Company vehicle by the Driver, Inspector or a police officer.
- 6.10 Passengers should not smoke on any part of a Company vehicle. Passengers found to be smoking may be removed from or directed to leave the Company vehicle by a Driver or Inspector and no refund shall be made. Passengers found to be smoking may be prosecuted for doing so and could face a fine of up to £200.
- 6.11 Passengers should not consume any food or drink on a Company vehicle and should dispose of any chewing gum outside of the vehicle.
- 6.12 Passengers are requested to discard all litter in the bins provided or remove it from a Company vehicle when they alight.

- 6.13 Any passenger found causing damage or applying graffiti to any Company vehicle will be reported to the police and may face prosecution.
- 6.14 Company employees have the right to work in a safe environment without fear of intimidation, verbal abuse or physical assault. We will report any person who does not adhere to this to the police.
- 6.15 Without prejudice to any of the rights and pleas otherwise available to the Company, in the event that a passenger breaches any of the provisions of these Conditions of Carriage, or any other conditions implied or duties owed as a matter of law (however such conditions or duties arise), the Company reserves the right to recover compensation for all loss, injury and damage suffered by the Company or any of its employees as a result of such breach, including but not limited to costs incurred in repairing or replacing damaged property, injury and loss of revenue.

## 7. Tickets and Fares

- 7.1 Passengers must have a Ticket and where appropriate, a Photocard that is Valid for the whole of the journey they are making. Passengers who are not already in possession of a Valid Ticket for their journey must pay the appropriate fare in cash to Driver on boarding a Company vehicle. It is the passenger's responsibility to ensure that they have a **valid ticket** for their journey.
- 7.2 Company vehicles have an exact fare policy to speed up journeys. Passengers are requested to have the correct money ready on boarding as the Driver cannot give change.
- 7.3 Passengers must let a member of staff or a police officer examine their Ticket at any time during their journey if requested to do so.
- 7.4 Tickets are issued subject to these Conditions of Carriage and to any other relevant conditions published by the Company from time to time. The Company's main Ticket types and the rules controlling their use are set out in our separate booklet "Fares and Travel Cards". Where a passenger's Ticket can be used to make a journey with another operator, the Conditions of Carriage of that operator apply to that journey.
- 7.5 Fare tables show the fare to be charged between any two fare stages. Passengers, who board a Company vehicle before a fare stage, will be charged from the previous fare stage. Passengers, who get off a Company vehicle after a fare stage, will be charged to the next fare stage.
- 7.6 Passengers who intend to travel beyond their Ticket's Validity must pay an extra fare (for which they will be issued with an extra Ticket) before they reach the place where it ceases to be Valid.
- 7.7 All Tickets remain the property of the Company, or in the case of concessionary passes the property of the issuing local authority and the Company reserves the right to withdraw or cancel any Ticket or Photocard at any time. The Company will not do this without good reason.
- 7.8 Tickets can only be purchased from official outlets and can only be used by the person they were bought for. Unless specifically advertised Tickets are not transferable; and must not be resold or given away for further use. Doing so is an offence and may result in the seller/buyer being reported to the police.
- 7.9 Up to 3 children under 5 can travel free when they are accompanied by a fare paying adult passenger.
- 7.10 Passengers aged 5 to 18 inclusive may travel at the young person rate; except where alternative arrangements are advertised. Passengers may be required to provide proof of age. Passengers who are aged 19 years or over must pay adult rate fares.
- 7.11 Passengers aged 5 to 18 inclusive who wish to purchase a child rate season ticket must have a valid child Photocard.
- 7.12 The Company accepts certain Transport Scotland issued concessionary passes that entitle the user to discount fares. Categories of passenger who may be entitled to these include; those aged 60 or over and blind and disabled passengers, and 16-18 year olds in full-time education. Use and entitlement is subject to the conditions in the publicity material describing them.
- 7.13 Where new Tickets are introduced during the validity of these Conditions of Carriage or the Fares and Travel Cards Guide, information will be included in the appropriate publicity material.

**8. Replacement Tickets and Refunds**

- 8.1 Where a Passenger's Ticket (or Photocard) is damaged to such an extent that any material marking is not clear, it will not be accepted as valid. The Company may at its sole discretion replace such Tickets and/or Photocards providing the Company can confirm that it is still valid. In such cases, the Company reserves the right to make such administration charges as may be fixed from time to time.
- 8.2 Refunds are not made in respect of any lost, destroyed or damaged Ticket. Please see separate arrangements for Discover/NEC Smart Cards.
- 8.3 Only in circumstances considered reasonable by the Company will a refund for the non-use and final surrender of a Ticket be allowed. Such refund, if allowed, will be calculated from the date the Ticket is received by the Company and subject to the period of non-use being not less than seven days. In such cases, the Company reserves the right to make such administration charges as may be fixed from time to time.

9. **Fare Evasion and Standard Fares**

9.1 Passengers should not attempt to use a Ticket which has:

- a) been altered or defaced
- b) been issued for use by another person on terms that it is not transferable.
- c) expired
- d) not been obtained by them from official outlets or from the Driver.

9.2 Any passenger who is not in possession of a valid ticket shall be liable to pay to the Company the Standard Fare, irrespective of the distance they have travelled, and may also be reported to the police and may face prosecution.

9.3 "Standard Fare means £35.00 if paid within 21 days, or £70.00 if paid thereafter.

9.4 Tickets and passes must only be bought from the Company's official outlets, or the Driver. Buying Tickets from anyone else is illegal and may result in the Ticket being withdrawn and the seller / buyer being reported to the police.

9.5 Without prejudice to any of the rights and pleas otherwise available to the Company, in the event that a passenger breaches any of the foregoing provisions of these Conditions of Carriage, or any other conditions implied or duties owed as a matter of law (however such conditions or duties arise), the Company reserves the right to recover compensation for all loss, injury and damage suffered by the company as a result of such breach, including but not limited to the value of travel from the date on which the ticket expired and the Company's legal costs.

## 10. Easy Access Services

- 10.1 The Company wants to make travel on its bus services easier for everyone, and especially for passengers with special needs, including those with disabilities and those with young children or pushchairs.
- 10.2 Easy access vehicles operate on all of the Company's.
- 10.3 Such easy access vehicles have a low entrance step which enables pushchairs to be wheeled straight on without being folded down (subject to available space) and there is also space allocated on most easy access vehicles for one wheelchair.
- 10.4 The wheelchair space is suitable for a "standard reference wheelchair" which has a maximum width of 700mm and a length of 1200mm. Electric wheelchairs will be treated the same as other wheelchairs. Scooters are not permitted to be carried on Company vehicles.
- 10.5 If the wheelchair space is occupied then unfortunately it will not be possible to allow a further wheelchair passenger to board.
- 10.6 One or more pushchairs are permitted on easy access vehicles, dependent on the type of Company vehicle and providing they do not obstruct the gangway. Where a wheelchair passenger wishes to board a passenger with a folding pushchair may be respectfully asked to fold it in order to accommodate the wheelchair, however the Company cannot reserve spaces or seats on any vehicles.
- 10.7 Wheelchair passengers are requested to apply the restraint system on the wheelchair to ensure they are safely positioned.
- 10.8 Certain Company vehicles are fitted with ramps to improve access and it is the Driver's duty to deploy this where it is safe to do so. There will be some stops where this will not be safe and the Driver may have to set down the passenger further along the road.
- 10.9 There will be some stops where a wheelchair passenger may not be able to board due to inconsiderate parking or the road layout.
- 10.10 The majority of the Company's easy access vehicles have a kneeling system and if a disabled passenger wishes to use it, the Driver will make it available, where it is safe to do so.

## 11. Luggage and Possessions

- 11.1 For safety reasons, and for the comfort of passengers, the Company has to control the amount and type of possessions brought onto Company vehicles. The Company does not charge for goods that are carried.
- 11.2 All luggage that passengers bring onto Company vehicles are carried at the discretion of the Driver and certain items will not be carried in any circumstances:
- a) explosive, hazardous or combustible material
  - b) uncovered tins of paint or any other liquid
  - c) sheets of glass
  - d) non-folding bicycles
  - e) any individual item of luggage (except suitcases) weighing in excess of 15 kg (33 lbs.)
  - f) any item that is likely to cause injury or offence to passengers or to Company employees
  - g) any item that is likely to cause damage to Company vehicles.
- 11.3 Pushchairs will be carried on easy access vehicles, subject to space being available.
- 11.4 Accumulators and other types of lead/acid battery will only be carried if securely sealed and must be placed on the floor, except where part of a wheelchair.
- 11.5 The Company will not carry unaccompanied luggage or parcels.
- 11.6 The safety and security of passenger luggage is the responsibility of the passenger accompanying it. Passengers are liable for any death, injury, damage or loss caused to the Company and to its property, staff, agents or any other person caused by any luggage brought by a passenger on to Company vehicle or premises, except where caused by the negligence of the Company, its staff or agents.
- 11.7 The Company will not be liable for any loss of or for any damage caused to luggage accompanying passengers, except where such loss or damage is caused by its negligence or that of its staff or agents. In the event of the Company being so liable, such liability shall in respect of any one claim:
- a) be limited to a maximum of £300 per passenger
  - b) exclude any jewellery, money or fragile object contained in the luggage, and
  - c) be based on the assessed value of the luggage.

12. **Animals**

- 12.1 Assistance dogs for disabled passengers, guide dogs, and hearing dogs are permitted to travel on Company vehicles.
- 12.2 Other dogs or inoffensive animals can be brought onto Company vehicles only if permitted by the Driver, who has complete discretion in this regard.
- 12.3 Animals will not be carried if the animal appears dangerous or likely to upset other passengers or animals already on a Company vehicle
- 12.4 No animal should sit or be placed on a Company vehicle's seats.
- 12.5 It is the responsibility of the passenger bringing an animal onto a Company vehicle to ensure it is being kept under proper control at all times on a lead or in a suitable container, and does not cause a nuisance to the Driver or other passengers.
- 12.6 The Company does not accept any liability, howsoever caused, for the loss, death or injury to animals whilst being conveyed, unless caused through negligence by the Company or its employees.

**13. Lost Property**

- 13.1 Passengers who find any lost property on Company vehicles are requested to inform the Driver or an Inspector immediately.
- 13.2 Any passenger leaving property on a Company vehicle should report this to the Company (section 2.1) and give full details of the property and the journey on which it was lost.
- 13.3 The Company does not accept any liability, howsoever caused, for any loss or damage arising of or to any property left in any Company vehicle or on any Company premises, whether or not it has been found by or handed to a Driver or other member of staff.
- 13.4 Where lost property is found or handed in to the Company it will be retained for a period of one month, except perishable goods, which will not be kept for more than 48 hours.
- 13.5 Any lost property which is or becomes objectionable, at the sole discretion of the Company, may be destroyed at any time.
- 13.6 Passengers may be asked to provide proof of identification and a precise description of the lost property they are claiming to ensure the claimant receives the correct item.

#### 14. Governing Law

These Conditions of Carriage are governed by the law of Scotland. Any dispute, difference or question of any kind which may arise out of the terms hereof shall (unless otherwise provided herein) be determined in accordance with the Law of Scotland and the Company and its passengers prorate themselves to the jurisdiction of the Scottish Courts.