



Conditions of Carriage

Service Buses and School Transport

Interpretation

The governing law for these Conditions shall be the law of Scotland and the courts of Scotland 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 is entitled to alter or vary any of the provisions of these Conditions of Carriage.

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

The Company

Garelochhead Minibuses and Coaches. A limited company, registered in Scotland (No. 203633), with its registered office at Woodlea Garage, Main Road, Garelochhead, Helensburgh, Argyll and Bute, G84 0EG.

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.

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.

Where vehicles are fitted with seat belts, you are legally required to wear it.

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 any of Garelochhead Minibuses and Coaches buses and coaches. Hot drinks must be carried in a sealed container. Any litter should be placed in bins or bags on the vehicle, if in doubt speak to the driver when the vehicle is at safe stop in a bus stop.

In most built up areas, buses will stop to pick up and set down passengers 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 a bus, you should indicate clearly to the driver of an approaching bus. You must not attempt to board or alight from a vehicle which is moving or is standing still at



locations (e.g. traffic signals or at road works) other than recognised stopping points. On routes where there are no fixed stopping places, buses will stop on request where it is safe to do so. At Bus Stations, passengers cannot be picked up for safety reasons once the bus has left the stand. Shortly before the bus reaches your intended alighting point, you should alert the driver by ringing the bell.

Any passenger found causing unlawful damage to the vehicle shall be liable for the cost of repairs this includes drawing or etching seat backs and windows along with the sticking of chewing gum to a surface of the vehicle. If repairs require the vehicle to be withdrawn from service, the cost will include any revenue lost.

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".

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.

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 any Garelochhead Minibuses and Coaches official, Local Transport Authority or Government Body. Tickets are only valid for the person they are issued to and remain the property of the Garelochhead Minibuses and Coaches 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 Garelochhead depot within 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.

Garelochhead Minibuses and Coaches participates in the Scotland-wide Concession Travel Scheme. Eligible cardholders can travel at the concessionary rate on most of our services.

Services with Strathclyde area accept Zonecards. We do not accept any other form of multi-journey or day ticket from other companies including First Bus day tickets, PlusBus or English Concessionary Travel Cards.

6. Fares

The most up to date information on fares and prices is set out on the Company's website www.garelochheadcoaches.co.uk under the particular route.

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. We do not accept payment by cheque, credit card or debit card. Drivers are not able to accept £50.

Children aged from five to fifteen inclusive will be charged the Child fare. 16-18 year olds can travel using a children's fare when in School Uniform. Up to two 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

All Garelochhead Minibuses and Coaches 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. Garelochhead Minibuses and Coaches 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
- F) Gas canisters or fuel cans

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 depot as soon as possible. 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).

The depot is open Monday to Friday 0900-1730hrs (Bank holidays hours may be different). It is situated at Woodlea Garage, Main Road Garelochhead, G84 0EG, call 01436 810 200 or e-mail enquiries@garelochheadcoaches.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 but no sat on a vehicle seat 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. If the damage requires the removal of the vehicle from service loss of revenue will be included in the costs.

All animals are carried at the owner's risk and the Company will not be liable for any loss or injury.

11. Maintenance of Service

We will make reasonable efforts to maintain the services as advertised in our timetable but reserve the right to alter, suspend or withdraw any vehicle or service without notice if such delay is caused as a consequence of matters outside of our control such as adverse weather conditions, vehicle failure, road congestion, road works or traffic diversions.

We shall not be responsible for any loss or damage you incur caused as a consequence of delay or cancellation where such delay or cancellation was caused as a result of matters outside of our reasonable control.

12. Suggestions and Comments

Suggestions and comments from passengers are very welcome. Please send them or any complaint to our depot.

Garelochhead Minibuses and Coaches, Woodlea Garage, Main Road, Garelochhead, Helensburgh, Argyll and Bute, G84 0EG. or email us at enquiries@garelochheadcoaches.co.uk

If we cannot resolve a complaint, you can write to

Bus Users Scotland, Hopetoun Gate, 8b McDonald Road, Edinburgh EH7 4LZ or call 0300 111 001 or e-mail enquiries@bususers.org

Garelochhead Minibuses and Coaches Ltd
Woodlea Garage, Main Road, Garelochhead, Helensburgh, G84 0EG
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