



Conditions of Carriage

1) Introduction

Climate Action Strathaven values your custom and will endeavour to ensure you travel safely and in comfort on a clean, reliable bus service.

This document contains the Conditions under which we carry you and applies to anyone who travels with us.

Our Conditions are consistent with the relevant statutory regulations, including those relating to the conduct of passengers and lost property and do not affect your statutory rights.

2) General conditions

We aim to provide a safe, reliable and punctual service but there are occasions when we are simply unable to run as advertised due to factors outside of our control, such as road works, diversions, exceptional traffic congestion, major events, extreme weather conditions and other unforeseen operational circumstances.

Wherever possible, we will take reasonable steps to advise you of any disruption to services, but in the event of cancellation, delay, diversion or termination of any service we shall not be liable for losses, damages, cost 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.

3) Conduct of passengers

We reserve the right to refuse you entry, or require you to leave our buses or premises at any time, should we have reason to believe that your behaviour jeopardises the safety, security and comfort of others.

When travelling with us you must in particular:

- refrain from smoking either conventional or electronic cigarettes
- behave in a manner that is not abusive or threatening and does not cause offence to other customers or staff
- refrain from eating and drinking items which make the environment unpleasant for other customers or otherwise cause offence
- refrain from consuming alcohol
- refrain from playing loud music or operating a personal device at a volume which may be heard by other passengers
- refrain from leaving rubbish or discarded items on the bus
- not be wearing soiled working clothes or carrying any soiled items which might stain the seats etc
- follow the instructions of our staff and act in a manner which shows due regard for the safety and comfort of other customers and company employees, including not standing adjacent to emergency exits, the vehicle entrance, next to the driver or sitting in gangways, or staircases.
- if the vehicle you are travelling on is fitted with seat belts, you are legally required to wear it
- notify a member of staff immediately if you sustain an injury whilst boarding, travelling on or getting off a bus
- except in an emergency, not talk to the driver whilst the bus is moving, obstruct the driver's vision or otherwise distract them
- have due regard at all times for the needs of our elderly, young and disabled customers and, in particular, vacate seats and spaces designed for the elderly and disabled when requested
- not distribute leaflets, papers or other articles or offer anything for sale or collect for charity without our prior written consent
- not interfere with equipment fitted on the vehicle
- not deliberately damage or deface any part of the vehicle

Intending customers who, in the opinion of the driver or other company officer, appear likely to behave in an antisocial manner may not be allowed to travel.

If you are in breach of these and other statutory regulations you will be obliged to give your name and address to a company officer or may be restrained or removed from the bus or our premises by a company officer, a police officer or a community support officer and refused further travel without refund.

We also reserve the right to take any other measures we consider necessary to protect the safety and comfort of our customers and staff including temporarily or permanently banning you from travelling with us following an incident of misconduct.

Buses and premises may be fitted with audio CCTV to provide added security for our customers and staff. Appropriate signage will be in place where audio CCTV is in use and the video and sound recordings used solely for the monitoring of safety, security, service quality and in support of relevant criminal and civil legal proceedings and complaint investigation. Images of you may be provided to the police, DVSA, the Traffic Commissioner or any other enforcement agency at their reasonable request.

Whilst we will do everything we reasonably can to control conduct of other customers, we cannot be held responsible for their conduct.

4) Carriage of wheelchairs, small prams and buggies

All our coaches can carry small prams and folded buggies within the hold area of the coaches. Prams and buggies must not block the aisle of the vehicle at any time.

Foldable, disability scooters can also be placed in the hold of our coaches, up to a maximum weight of 4306kg.

You are required to co-operate in allowing proper use of the designated disabled space by vacating this space if it is required by a disabled or elderly customer including repositioning small prams, folding any buggies and storing them in the hold space. Failure to comply with this requirement will comprise a breach of Section 3 above and may lead to further action as set out in that Section.

The Code provides for approved mobility scooter users to be issued with a permit for travel that will allow the bus driver to recognise that the mobility scooter has been approved by the operator and the user has been trained in how to safely board and alight from the bus.

5) Breastfeeding

We are fully supportive of a mother's right to breastfeed in public. Mums who wish to breastfeed are welcome to do so on all of our bus services.

6) Carriage of bicycles

Generally, bicycles may be carried at the owner's risk on our coaches.

Safety notices governing their carriage are clearly posted on our vehicles. Cyclists need to lift and lift off their own bicycles.

Folding bicycles, safely and securely stowed in the hold area may be carried on all vehicles.

Non-motorised scooters may not be carried on the coaches but should be stored securely in the coach hold area.

7) Luggage

In the interests of the safety and comfort of all of our customers, we restrict the size, type and quantity of luggage or other belongings which you can bring onto our buses and reserve the right to refuse permission for you to bring any item onto our buses.

Except for any luggage stored in the hold of a coach, you must also look after your luggage at all times, including at any bus stop and your hand luggage whilst on a coach.

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 on the bus.

We cannot be held responsible for any loss or inconvenience to you if you are refused travel under these circumstances.

Our availability for luggage is limited to £100 per passenger and you are advised to ensure that you have proper insurance if your luggage is worth more than this.

We reserve the right to request that you open any article of luggage for inspection by the driver or other company officer in your presence if, for reasons of security, it is considered necessary to do so.

Fragile items such as electronic goods, portable televisions, computers, radios etc will only be carried if they are of reasonable size and securely packed. We will not be responsible for damage to such items however caused.

Paint may only be carried in original and properly sealed containers of 5 litres or less.

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

8) Animals

Only trained Assistance dogs accompanying registered disabled persons are carried free of charge at any time. Assistance dogs should wear their harness or identification jacket when travelling and should not obstruct the gangway or emergency exits of the coaches. Domestic pets are not permitted.

9) 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 buses to its owner. If lost property is not claimed within a month, we will become the owner of the property and will dispose of it to a charity nominated by the operating company. All computers, phones and other electronic items containing data will be securely wiped of all data and disposed of, with any proceeds donated to charity.

If you find lost property on a bus, you must hand it to the driver. Providing the item is not perishable or objectionable, we will keep it for a month. If you claim any item of lost property, you will be required to satisfy us that the item belongs to you, give us your name and address and you may be charged an administration fee.

If the lost property is perishable and is not claimed within 48 hours of being found, we will dispose of it as we think fit. If perishable property is, or becomes, objectionable or a health risk before the end of the 48 hour period, we reserve the right to destroy or dispose of it at any time.

If the lost property is contained in a package, bag or other container, we may open it and examine it in order to trace the owner or identify the nature and value of the lost property. All lost property will be stored at our Hub on 5 Green Street, Strathaven.

10) Fares and ticketing

Whenever you board a bus you must either:

- show the driver a valid prepaid or mobile ticket, pass or other form of authority to travel.
- or pay the fare for the journey you intend to take to the driver or conductor whether specifically requested to do so or not.

Unless using contactless payment to Ticketer, you should ensure that you are given a ticket issued from the ticket machine which corresponds with the amount you have paid and is valid for your entire journey.

You should check any change and point out any discrepancies immediately as we cannot correct mistakes later.

You must retain your ticket, pass or other relevant documentation (including contactless payment card or device) for inspection by a Company Official on demand 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 which may be a Standard Fare 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 for which you have paid or the validity of your pass or other relevant documentation expires, you must leave the bus or pay a fresh fare to your intended destination.

It is your responsibility to have a valid ticket for the whole journey and to carry any associated identification required for the purchase of the ticket you hold, such as student ID, proof of age etc, with you whilst travelling.

You are liable to prosecution if you do not hold a valid ticket, pass or other relevant documentation.

Return tickets are usually valid only on the day of purchase, unless clearly advertised otherwise, and sometimes have time restrictions as to their validity.

It is your responsibility to check the validity conditions of a return ticket. Return tickets should be purchased from the driver of the bus on the outward journey and presented to the driver of the bus on the return journey for validation. They are valid for one single journey in each direction.

Children aged under 16 and those people who, in the opinion of the driver, are vulnerable, at risk or 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 any reasonable administrative costs.

11) Concessionary travel schemes

Concessionary travel schemes for many categories of passenger are operated by all local authorities in England, the Scottish and Welsh Governments.

The terms, conditions and rules applying to these schemes are the responsibility of the pass issuing authority.

When travelling on Climate Action Strathaven vehicles, concessionary passengers must additionally comply with all aspects of these Conditions.

12) Complaints

We welcome suggestions and complaints because they help us to improve our services and put things right when they have gone wrong.

Any complaints can be made in writing to bus@castrathaven.org or in person at our Eco Hub at 5 Green Street, Strathaven, ML10 6LT.

13) Data protection

In any circumstances where we collect your personal data, in connection with a retail transaction, a customer survey or other purpose, we will only collect and process your data in accordance with the principles contained in the Data Protection Act 2018.