

Conditions of carriage

1st May 2006



Interpretation

'CCTV'	closed circuit television
'the Company'	means:- First Aberdeen (No. 1) Limited, a company registered in Scotland (Registered No 97420), 395 King Street, Aberdeen, AB24 5RP where the transportation services for the journey travelled are provided by First Aberdeen.
'Conditions'	the Conditions of Carriage of the Company
'Mitigated Fare'	a fare computed in accordance with the Mitigated Fare table
'Mitigated Fare Table'	a fare table available on each vehicle and at 395 King Street, Aberdeen, AB24 5RP containing sufficient information to enable a passenger to ascertain the Mitigated Fare for his journey, as applicable from time to time
'Regulations'	the Public Service Vehicles (conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990 as the same may be amended from time to time
'Standard Fare'	the fare of £25.00
'Vehicle'	a public service vehicle as defined in the Regulations



General

- 2.1 The Company shall at all times apply and construe the Conditions in accordance with the provisions of the Human Rights Act 1998 and the Regulations, as the same may be amended from time to time.
- 2.2 Passes, permits and tickets issued by the Company, local Councils and Scottish Executive are accepted by the Company, subject to their conditions. Local authority and Scottish Executive schemes are applied subject to their conditions and details of concessionary fares are listed in the STET Fare Table.
- 2.3 The Company endeavours to operate services as advertised in the timetables published by the Company from time to time but accepts no responsibility for any loss, damage or inconvenience arising through a failure to do so. The Company reserves the right to alter, withdraw or suspend services, fares and Conditions without notice.
- 2.4 The Company accepts no liability for a holder of a pre-paid ticket or pass being unable to use such ticket or pass due to lack of room on a vehicle or the failure of a service to operate.
- 2.5 The Standard Fare, payable immediately or by post within 21 days of the journey travelled is charged for any single journey unless a passenger either:
- Holds and can produce to the driver or a Company Official on request a valid pass or pre-paid ticket for such journey; or
 - Makes payment of the appropriate sum for the journey travelled as stated in the Mitigated Fare Table. All references to a fare in these Conditions are to the Mitigated Fare Table unless specific mention is made of the Standard Fare.

For the avoidance of doubt, in the event that the journey travelled by a passenger would require payment of a sum detailed in the Mitigated Fare Table in excess of any sum actually paid, and the passenger has not produced a valid pass or pre-paid ticket for such journey, the Standard Fare, less any sum previously paid for the journey, will immediately become due and payable by the passenger.

- 2.6 Any passenger who does not make payment of the Standard Fare immediately on being requested to do so by the driver or a Company Official shall give his name and address to such driver or Company Official on demand. The Company reserves the right to photograph passengers unable to produce photographic identification on demand in order to verify that the correct name and address have been provided by the passenger. The Company shall not make public or put on public display photographs of passengers.
- 2.7 The Company will not refund the value of lost, mislaid or unused tickets, passes or any fares due to the failure to produce such tickets or passes when required.
- 2.8 Payment must be in cash (though certain bank notes may not be accepted). Where bank notes are tendered in payment of fares both sides of each note must be displayed to the Driver before inserting into the coin vault. Credit or debit cards are not acceptable. The Standard Fare may be paid by cheque provided that any such cheque is guaranteed with a current bank cheque card.



Conduct of passengers

- 3.1 A passenger shall on boarding a vehicle declare the journey which he intends to take to the Driver and pay the Mitigated Fare for the journey upon request by the driver, by depositing the appropriate amount in the coin vault.
- 3.2 Condition 3.1 above shall not apply to a passenger who holds and can produce to the Driver on demand a valid ticket which was issued to him before his journey in respect of that journey or a valid pass in accordance with Condition 2.2 provided always that such passenger complies with all conditions to which the pre-paid ticket or pass was issued.
- 3.3 Passengers paying a fare on boarding a vehicle should ensure that a ticket showing the fare paid is issued in their presence. The ticket must be kept and a valid ticket or pass must be available for inspection for the whole journey and produced on request by the driver or a Company Official.
- 3.4 A passenger shall leave the vehicle as soon as the journey for which he has a ticket or pass has been completed or pay the fare for further journeys which such passenger intends to take on the vehicle.
- 3.5 Passengers boarding between 2 stages shall be charged from the previous stage and customers alighting between 2 stages shall be charged to the following stage.
- 3.6 Passengers unable to or refusing to pay the appropriate fare for the journey travelled may be asked to leave the vehicle.
- 3.7 Passengers may only board or alight the vehicle at recognised stops (or at places considered safe by the Driver where a 'hail and ride' scheme operates). The Company accepts no responsibility for passengers attempting to board or alight at any other place or when the vehicle is moving or for a passenger failing to alight at his destination.
- 3.8 Passengers are obliged not to behave in a manner which may reasonably be expected to cause any persons to be alarmed, upset or annoyed.

- 3.9 Passengers are obliged not to behave in a manner which may reasonably be expected to result in loss, injury or damage to property or persons.
- 3.10 Passengers are obliged to take reasonable care to ensure that persons, animals or property within their control do not cause loss, injury or damage to property or persons.
- 3.11 Passengers causing a nuisance or inconvenience to any person travelling on, boarding or alighting a vehicle including a Driver or other Company Official may be refused entry or may be removed from or directed to leave the vehicle, at the Driver's or the Company Official's sole discretion in which case the Company accepts no liability and no refunds shall be made. Passengers causing a nuisance or inconvenience will be liable for any costs incurred by the Company or by other passengers as a result of such nuisance or inconvenience.
- 3.12 In accordance with the Smoking, Health and Social Care (Scotland) Act 2005 and the Prohibition of Smoking in Certain Premises (Scotland) Regulations 2006, smoking is prohibited on all vehicles at all times. Passengers found smoking may be removed from or directed to leave the vehicle, in which case no refunds shall be made. Passengers will be liable for any costs incurred by other passengers. The lighting of matches or cigarette lighters in or on any part of the Company's vehicles is prohibited.
- 3.13 The carrying of flammable liquids (e.g. petrol) on Company vehicles is prohibited. The carrying of paint, certain chemicals or other liquids or substances on Company vehicles is permitted provided that such substances are in proper containers which are sealed and kept secure throughout the journey by the passenger. The Driver has sole discretion and may prevent a passenger from boarding a vehicle if any such substance is thought to be unsafe. Passengers will be liable for any damage caused to the vehicle or other passengers' belongings due to spillage or leakage of any liquid or substance carried.

- 3.14 Passengers must not without reasonable cause distract the Driver's attention while driving, except in an emergency or for reasons of safety.
- 3.15 No passenger shall use a ticket or pass which has:-
- Been mutilated or defaced
 - Been issued for use by another person on terms that it is not transferable; or
 - Expired
- 3.16 If misuse or fraud is suspected, a passenger may be asked for proof of identity and his ticket or pass may be withdrawn in which case the passenger must pay the Standard Fare. In addition the Company may charge the value of any period of misuse. No refund will be made in respect of any outstanding value in the withdrawn ticket or pass.
- 3.17 Passengers in wheelchairs will be accommodated only on vehicles which are constructed to carry wheelchairs.
- 3.18 Passengers are not permitted to buy 2 or more tickets for a journey if this is cheaper than buying one ticket for such journey.
- 3.19 Passengers transferred from another operator's vehicle to a vehicle operated by the Company, or vice versa, are considered to be starting a new journey and the appropriate fare is payable by passengers not holding and able to produce on request, pre-paid ticket or through ticket.
- 3.20 Passengers holding and able to produce on request a pass, permit or pre-paid ticket valid for part of a journey only must pay for the rest of such journey when boarding the vehicle.
- 3.21 Passengers holding a valid pass or pre-paid ticket have no priority on boarding over fare paying passengers.
- 3.22 Passengers must not consume food or drink on vehicles.
- 3.23 Passengers must remove all articles brought onto the vehicle by them, including all litter, except in the instance of tickets, which passengers may place into receptacles provided when leaving the vehicle.

- 3.26 Without prejudice to all rights and claims otherwise available to the Company, in the event that passengers breach any of the foregoing conditions, or any other conditions implied or duties owed as a matter of law (howsoever such conditions or duties arise) the Company has 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, costs incurred in repairing or replacing damaged property and loss of revenue.

Children

- 4.1 Up to 2 children under 5 years of age are carried free of charge if accompanying a fare paying passenger of at least 16 years of age holding and able to produce on request a valid ticket or pass.
- 4.2 Reduced rates apply to juveniles of 5 years and over but under 16 years of age.
- 4.3 A child's fare or free carriage is conditional upon the child not occupying a seat required by a standing adult passenger.
- 4.4 In the interests of safety, children in prams and pushchairs must be removed from the pram or pushchair before travelling. Prams or pushchairs should then be placed securely where they do not cause an obstruction. The only exception to this condition shall be on vehicles where facilities for prams or pushchairs are available, provided in the opinion of the driver there is space available. On vehicles which are constructed to carry wheelchairs, priority must be given to wheelchair passengers over those with prams or pushchairs. Prams and pushchairs are not allowed to obstruct any exit or gangway.

Return tickets

- 5.1 A return ticket may be used on the day of issue for a return journey between the same or similar points as the outward journey provided the single fare for the return journey is less than or equal to the single fare of the outward journey. Return tickets are not valid for 2 journeys in the same direction.

Luggage and lost property

- 6.1 Luggage is carried free of charge at the driver's discretion provided it does not occupy any part of a seat, does not inconvenience other passengers and does not block any gangway or exit. Luggage is carried at the passenger's risk and the Company accepts no liability for any loss or damage.
- 6.2 Any passenger finding property left on a vehicle by another passenger must hand it to the driver.
- 6.3 Property found on vehicles may be claimed on payment of set charges. A table of the charges applicable is available at 395 King Street or 47 Union Street, Aberdeen. The Company will dispose of property after a reasonable period, but livestock, perishable or objectionable property may be disposed of immediately. The Company accepts no liability for any property left on Company vehicles which is disposed of.



Dogs and other animals

- 7.1 Dogs may only be carried on vehicles where a suitable space is available and in accordance with the following conditions:
- 7.2 Except in the case of a disabled person accompanied by an assistance dog, a guide dog or a learning dog, the carrying of dogs on a vehicle is permitted only in accordance with the instructions of the driver and Company officials. Without prejudice to the foregoing generality, the driver and Company officials have sole discretion in relation to – permission to board the vehicle with dogs, the placing of dogs within the vehicle and the removal of dogs from the vehicle.
- 7.3 Except in the case of a disabled person accompanied by an assistance dog, a guide dog or a hearing dog, dogs may not be carried in the lower deck of double decked vehicles.
- 7.4 All dogs carried on vehicles are carried at the owners risk.
- 7.6 Animals, including dogs, which cause a nuisance or inconvenience to other passengers may be removed from the vehicle. Animals are not allowed on seats and owners shall be held liable for injury or damage caused to Company property or personnel or to other passengers by their animal.
- 7.7 The Company accepts no responsibility if an animal is refused admission to a vehicle or is removed or the owner is directed to remove the animal from the vehicle.
- 7.8 Condition 7.7 does not apply to a disabled person accompanied by an assistance dog, a guide dog or a learning dog in situations where the Company is not legally entitled to refuse such a disabled person from boarding the vehicle with his dog or direct the disabled person to remove the dog.

Suggestions and comments

- 8.1 The Company welcomes suggestions and comments from passengers.

Please contact us at the following address:

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