

## 2. CUSTOMERS

- a. Up to two children under 5 years of age are carried free of charge if accompanying a fare paying customer of at least sixteen years old with a valid ticket or pass.
- b. Reduced rates apply to juveniles five years and over but under sixteen years old.
- c. A child's fare or free carriage is conditional upon the child not occupying a seat required by a standing adult customer.

## 3. RETURN TICKETS

- a. 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 journey is less than or equal to the single fare of the outward journey. They are not valid for two journeys in the same direction.
- b. Return tickets are not transferable.

## 4. LUGGAGE AND LOST PROPERTY

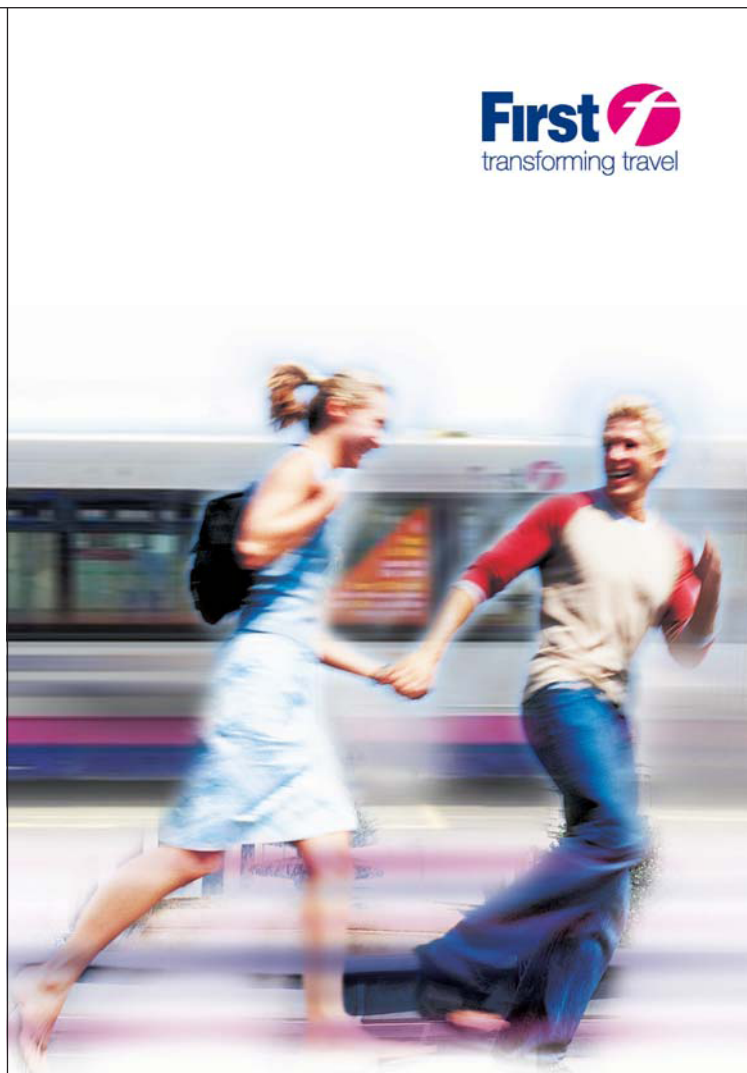
- a. Luggage is carried free of charge at the driver's discretion provided it does not occupy any part of a seat and does not inconvenience other customers and does not block any gangway or exit. Luggage is carried at the customer's risk and the Company accepts no liability for any loss or damage.
- b. Any person finding property left on a bus must hand it to the driver.
- c. Property found on buses may be claimed on payment of set charges. 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 which is disposed of.

## 5. DOGS AND OTHER ANIMALS

- a. Dogs are carried at the owner's risk and at the sole discretion of the driver if sufficient room is available.
- b. Other small animals are carried free of charge at the sole discretion of the driver and if securely transported.
- c. Animals, which cause a nuisance or inconvenience to other customers may be removed from the bus. Animals are not allowed on seats and owners are held liable for injury or damage caused by their animal.
- d. The Company accepts no responsibility if an animal is refused admission to a bus or is removed from a bus.

## 6. SUGGESTIONS AND COMMENTS

- a. The Company welcomes suggestions and comments from customers. Details of who to contact is contained in our timetables and on all buses.



# conditions of carriage

First Scotland East Limited

## 1. GENERAL

- a. These regulations are the conditions of carriage of First Scotland East Limited (from now on referred to as "the Company"). Current legislation is observed.
- b. Passes, permits and tickets issued by the Company, local councils, Passenger Transport Executives (PTEs), and other bus companies are accepted subject to their conditions. Local council and PTE concessionary schemes are applied subject to their conditions.
- c. The Company endeavours to operate services as registered, 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.
- d. Customers may only board or alight at recognized bus stops (or at places considered safe by the driver where hail and ride applies). The Company accepts no responsibility for customers attempting to board or alight at any other place or when the bus is moving. The Company accepts no responsibility for a customer failing to alight at their destination.
- e. Customers causing a nuisance or inconvenience may be refused or may be removed from a bus, at the driver's or other company official's sole discretion, in which case the Company accepts no liability and no refunds are made. Customers causing a nuisance or inconvenience will be liable for any costs incurred by other customers.
- f. Smoking is prohibited on all buses at all times. Customers found smoking may be prosecuted and removed from the bus and will be liable for any costs incurred by other customers.
- g. Customers must not distract the driver's attention while driving.
- h. A £25 standard fare to be paid immediately or by post within 21 days is charged for any single journey unless a customer either:
  - (i) Holds a valid pass or pre-paid ticket or
  - (ii) Pays the appropriate fare for the journey. (This fare is known as the mitigated fare. All references to a fare in these regulations are the mitigated fare unless specific mention is made of the standard fare).
- i. Customers boarding between two stages are charged from the previous stage and customers alighting between two stages are charged to the following stage.
- j. Customers paying a fare should ensure that a ticket showing the fare paid is issued in their presence. The ticket must be kept by the passenger and be available for inspection by a Company official for the whole journey.
- k. Payment must be in cash (though certain bank notes may not be accepted). Bank notes which are tendered in payment of fares and which are to be deposited in a coin vault must be inserted into the vault unfolded. 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). Where change is given, the customer must check such change when it is given to them, as mistakes cannot be rectified once the customer has left the payment point.
- l. Customers in wheelchairs will be accommodated only on vehicles which are constructed to carry wheelchairs. The Company does not accept responsibility for any loss, injury or damage however caused by due to carrying wheelchair customers.
- m. Customers unable to or refusing to pay the correct fare may be asked to leave the bus.
- n. Customers who travel beyond the stage to which they have paid, or who pay a concessionary fare when not entitled to do so, or who are unable to produce a valid ticket for inspection, will be charged the standard fee.
- o. In the interests of safety, children in prams or pushchairs must be removed from their prams or pushchair before travelling. Prams or pushchairs should then be placed securely where they do not cause an obstruction. The only exception is on buses where facilities for prams or pushchairs are available, provided there is space available. Prams or pushchairs are not allowed to obstruct any exit or gangway.
- p. Customers are not permitted to buy two or more tickets for their journey if this is cheaper than buying one ticket for their journey.
- q. Customers transferred from another operator's bus operated by the Company, or vice versa, are considered to be starting a new journey and the appropriate fare is payable for customers not holding a valid pass, prepaid ticket or through ticket.
- r. Customers with a pass, permit or prepaid ticket valid for part of their journey must pay for the rest of their journey when boarding the bus.
- s. The Company accepts no liability for a holder of a prepaid ticket being unable to use their ticket due to lack of room on a bus or the failure of a service to operate.
- t. The Company will not refund the value of lost, mislaid or unused tickets or any fares due to the failure to produce tickets when required.
- u. Tickets are not valid if mutilated or defaced. If misuse or fraud is suspected, a passenger may be asked for proof of identity and their ticket may be withdrawn in which case the customer must pay standard fare. In addition, the Company may reclaim the value of any period of misuse. No refund will be made in respect of any outstanding value in the withdrawn ticket.
- v. Customers with a valid pass or prepaid ticket have no priority on boarding over fare paying customers.
- w. The carrying of liquids (e.g. Petrol) is prohibited. The carrying of paint, certain chemicals or other liquids is permitted provided that they are in proper containers which are sealed and are kept secure throughout the journey by the customer. The driver has the sole discretion and may not allow a customer to board a vehicle if any such substance is thought to be unsafe. Customers will be held responsible for any damage to the vehicle or other customer's belongings due to spillage or leakage of any liquid carried.
- x. Customers should remove any litter from the vehicles so that other customers are not inconvenienced.
- y. Customers must not play radios on vehicles with the exception of personal listening equipment with an earpiece which must not be loud enough to cause a nuisance to other customers.