
conditions of carriage

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contents

- 1 Interpretation
- 2 General
- 3 Provision of Service
- 4 Conduct of Passengers
- 5 Standing Passengers
- 6 The Standard Fare
- 7 Carriage of Animals
- 8 Luggage and Parcels
- 9 Lost Property

1 interpretation

"CCTV"	means closed circuit television;
"Company"	means First South Yorkshire Limited;
"Concessionary Fare Schemes"	means schemes administered by Passenger Transport Executives or County Councils allowing specified classes of passenger to travel free of charge or at a reduced fare during specified time periods;
"Conditions of Carriage"	means the Conditions of Carriage of the Company;
"Mitigated Fare"	means a fare computed in accordance with the Mitigated Fare Table;
"Mitigated Fare Table"	means a fare table available on each Vehicle, containing information to enable a passenger to ascertain the Mitigated Fare for his journey, as applicable from time to time;
"Pre-paid Ticket Schemes"	means schemes administered by the Company, other companies, Passenger Transport Executives or County Councils allowing passengers to purchase tickets in advance for travel on local services in specified areas or at specified time periods;
"Service"	means a service operated by the Company for the carriage of passengers at separate fares;
"Lost Property Offices"	means the Company's offices that handle lost property. Details of these offices are available from the Company's offices and from drivers;

“Lost Property Regulations”	means The Public Service Vehicles (Lost Property) Regulations 1978 SI1978 No 1684 as amended from time to time;
“Standard Fare”	means the fare of £35
“Timetable”	means the timetables operated by the Company’s Vehicles upon the routes comprising the Company’s network, as published by the Company or by any authorised agent acting on behalf of the Company from time to time; and
“Vehicle”	means a public service vehicle as defined in the Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990 as amended from time to time, and which is operated by the Company.

2 general

- 2.1 The Conditions of Carriage constitute the entire understanding between the Company and its passengers and shall override and exclude any purported variation, whether written or verbal, unless such variation is authorised in writing by the Company.
 - 2.2 The restrictions of liability contained in the Conditions of Carriage are considered by the Company to be reasonable in all the circumstances. However, if any of the restrictions are deemed to be invalid by a Court because they go beyond what is reasonable in all the circumstances, but would be valid if part of the wording were deleted and any consequential amendments were made, the restriction shall apply with such modifications as may be necessary to make it valid and effective.
 - 2.3 Where the Conditions of Carriage excludes or restricts the Company’s liability in respect of any loss, damage, expense or injury, the Company does not intend to exclude or restrict liability for death or personal injury resulting from its own negligence or that of its directors, employees or agents.
 - 2.4 The Conditions of Carriage shall only apply to carriage upon the Company’s Vehicles and the liability of Company (if any) shall be limited accordingly.
 - 2.5 Without prejudice to all rights and claims otherwise available to the Company, in the event that passengers breach the Conditions of Carriage or any other conditions implied or duties owed as a matter of law (however such conditions or duties arise), the Company has the right to recover compensation for all loss, injury and damage suffered by the Company or its agents or employees as a result of such breach, including but not limited to costs incurred in repairing or replacing damaged property, and loss of revenue.
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- 2.6 Any passenger in or on a Vehicle who is reasonably suspected by the driver or Company official of breaching the Conditions of Carriage shall, on demand, give his name and address to the driver, Company official or any police officer and produce such identification as may reasonably be required to indicate that the details given by him are true.
- 2.7 Any passenger breaching the Conditions of Carriage may be removed from, or asked to leave the Vehicle by the driver, Company official or any police officer.
- 2.8 The Company may operate CCTV cameras on Vehicles to monitor the conduct of passengers. Theft, assault of staff or passengers, smoking or vandalism to Vehicles and Company property will not be tolerated.
- 2.9 CCTV footage from the Vehicles may be passed to the Police to be used as evidence in prosecuting criminal activity or in assistance of identification. The provisions of the Data Protection Act 1988 are observed by the Company in relation to the use of CCTV on its Vehicles.
- 2.10 The Company shall at all times apply and construe the Conditions of Carriage in accordance with the provisions of the Human Rights Act 1988 and the Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990, as amended from time to time.
- 2.11 In the Conditions of Carriage, where the context so requires the masculine shall include the feminine and the singular shall include the plural.

3 provision of service

- 3.1 Subject to meeting all legal and statutory requirements, the Company endeavours to maintain the Services described in the Timetables but reserves the rights to:
- alter, suspend or withdraw any Service or Vehicle without notice; and
 - alter the route or operating schedule of any Service or Vehicle without notice.
- 3.2 The Company does not, by the publication of the Conditions of Carriage, the Timetables, any notice, leaflet, handbill or otherwise, undertake that its Vehicles will comply with the schedules appearing in the Timetables or that the Services will operate in accordance with the Timetables or at all. Accordingly the Company will not be liable for any loss, damage or inconvenience arising from:
- the suspension, cancellation or alteration in any manner of any of the Services;
 - the failure of any Vehicle operating any Service to start or conclude its journey at the times appearing in the Timetables; nor
 - any delay (whether caused by breakdown, deviation from advertised route or otherwise) in the operation of any Service.
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4 conduct of passengers

- 4.1 Every passenger is carried subject to the Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990 as amended from time to time (the "Regulations"). The provisions set out in this Condition 4 are without prejudice to the Regulations.

General Conduct

- 4.2 No passenger or intending passenger shall:
- a) Use obscene or offensive language or behave in a riotous or other manner which may reasonably be expected to cause any other persons to be alarmed, upset or offended;
 - b) Behave in a manner which may reasonably be expected to result in loss, injury or damage to property or persons;
 - c) Enter or alight from the Vehicle otherwise than by the doors or openings provided for the purpose;
 - d) Attempt to enter or alight from the Vehicle whilst the Vehicle is in motion;
 - e) Attempt to enter or alight from the Vehicle when the Vehicle is stationary for any purpose, other than its having been stopped by its driver to allow passengers to board and alight, or the passenger having been specifically requested to so board or alight by the driver or any Company official;
 - f) Put at risk or unreasonably obstruct, impede or cause discomfort to passengers, the driver or any Company official travelling, entering or alighting from the Vehicle;
 - g) Travel on the upper deck of the Vehicle unless occupying a seat provided for that purpose, or on any part of the Vehicle not provided for the carriage of passengers;
 - h) Intentionally interfere with any part of the Vehicle or equipment with which the Vehicle is fitted;
 - i) Speak to the driver whilst the Vehicle is in motion unless it is necessary to do so in an emergency, for reasons of safety or in order to give directions as to the stopping of the Vehicle;
 - j) Without reasonable cause, distract the driver's attention, obstruct his vision or give any signal which might be interpreted by the driver as a signal to stop the Vehicle in an emergency or to start the Vehicle;
 - k) When on the Vehicle, distribute printed or similar matter of any description or distribute any item for the purpose of advertising;
 - l) Intentionally remove, displace, deface or alter any number plate, notice board, notice or advertisement on the Vehicle;
 - m) When on the Vehicle, use or operate any musical instrument or sound reproducing equipment or make or combine with any other person or persons to make any excessive noise by singing, shouting or otherwise, in a manner which is likely to cause annoyance to other persons;
 - n) Throw any article from the Vehicle or attach to or trail from the Vehicle any streamer, balloon, flag or other article;
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- o) Smoke, carry a lighted pipe, cigar or cigarette or light a match or cigarette lighter on the Vehicle;
 - p) When on the Vehicle, beg, sell or offer for sale any article except with the permission of the Company;
 - q) Enter or remain on the Vehicle when requested not to do so by the driver or any Company official on the grounds that:
 - i) the Vehicle is carrying its full complement of passengers in accordance with the Public Service Vehicles (Carrying Capacity) Regulations 1984 as amended from time to time;
 - ii) he has been causing a nuisance; or
 - iii) his condition is such as would be likely to cause offence to a reasonable passenger or that the condition of his clothing is such that his remaining would be reasonably expected to soil the fittings of the Vehicle or the clothing of other passengers.
 - r) Passengers must not consume food or drink on vehicles.
- 4.3 Passengers acting in contravention of Conditions 4.2 (c), (d) or (e) do so at their own risk
- 4.4 Passengers causing a nuisance or inconvenience to any person travelling on, boarding or alighting the 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 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.
- 4.5 Smoking is prohibited on all Vehicles at all times. Passengers found smoking, or otherwise contravening Condition 4.2(o) 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 the Company or by other passengers as a result of such contravention.
- 4.6 Passengers carrying any bulky or cumbersome article, or any article or substance which is likely to cause annoyance or risk of injury to any person on the Vehicle, or risk of damage to the property of any person on the Vehicle, shall:
- a) put it in a particular place on the Vehicle, if so directed by the driver or Company official; and
 - b) remove it from the Vehicle if so requested by the driver or Company official.
- 4.7 Passengers in wheelchairs will be accommodated only on Vehicles that are constructed to carry wheelchairs.

Tickets and Fares

- 4.8 The fare for each journey undertaken shall be charged in accordance with the Mitigated Fare Tables.
- 4.9 Tickets are issued subject to the Conditions of Carriage and to any other special conditions relating thereto published by the Company from time to time. Where a ticket, pass or permit
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entitles the holder to make a journey or journeys upon a service operated by an operator or operators other than the Company, the conditions of carriage of that other operator or operators shall apply to such a journey or journeys.

- 4.10** A passenger shall on boarding the Vehicle declare the journey that 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 or, where there is no coin vault, by paying the appropriate amount to the driver.
- 4.11** Condition 4.10 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 in accordance with a Pre-paid Ticket Scheme or a valid pass in accordance with a Concessionary Fare Scheme, provided always that such passenger complies with all conditions subject to which the pre-paid ticket or pass was issued.
- 4.12** No passenger shall use or attempt to use in relation to the journey which he is taking or intending to take:
- a) Any ticket, pass or permit of any type which has been altered, copied or defaced;
 - b) Any ticket, pass or permit of any type which has been issued to another person on terms that it is not transferable;
 - c) Any ticket, pass or permit of any type which has expired; or
 - d) Any ticket that requires a specified additional permit or identification, without producing such a permit or identification at the time of travel;
- and any such use or attempted use may result in the Standard Fare, as set out in Condition 6, being applied.
- 4.13** Passengers paying a fare on boarding the 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.
- 4.14** Upon the issue of a ticket it is the passenger's responsibility to examine his change (if any) at the time of the transaction and to report to the driver or Company official any alleged discrepancy. The Company will not accept any claim in respect of the issue of change, which is not notified, to the Company in the manner described in this condition.
- 4.15** No refund will be made by the Company in respect of lost, destroyed, damaged or defaced tickets.
- 4.16** Passengers holding a valid pass or pre-paid ticket have no priority on boarding over fare paying passengers.
- 4.17** 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 he intends to take on the Vehicle.
- 4.18** Passengers are not permitted to buy two or more tickets for a journey if this is cheaper than buying one ticket for such journey.
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- 4.19 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 a valid pass, pre-paid ticket or through ticket.
- 4.20 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.
- 4.21 Passengers unable to or refusing to pay the appropriate fare for the journey traveled may be asked to leave the Vehicle.
- 4.22 Passengers shall not without reasonable excuse, leave or attempt to leave the Vehicle without having paid the correct fare.
- 4.23 Up to two children under five years of age may be carried free of charge if accompanied by a fare paying passenger.

5 standing passengers

- 5.1 The conveyance of standing passengers is governed by The Public Service vehicles (Carrying Capacity) Regulations 1984 (as amended from time to time). The provisions set out in this Condition are without prejudice to these regulations.
- 5.2 Where standing passengers are permitted on any of the Company's Vehicles the maximum number of such passengers on that Vehicle is indicated by notices displayed in the Vehicle. That maximum must not be exceeded.
- 5.3 Passengers are not permitted in any case to stand on:
- A vehicle with a seating capacity for less than 13 passengers;
 - A vehicle with a gangway in any part of the height of which is less than 1.77 metres;
 - The upper deck of a double deck vehicle or the stairs of such a vehicle;
 - Any part of the gangway of a vehicle forward of the rearmost part of the driver's seat; and
 - Any vehicle or part of a vehicle where a notice is displayed prohibiting passengers standing.

6 the standard fare

- 6.1 The Company's officials are authorised to charge the Standard Fare to a passenger where such passenger, to the reasonable satisfaction of the driver or Company Official:
- Cannot produce a valid ticket, pass or permit at the time of request;
 - Travels to a point beyond that paid for;
 - Misuses pre-paid tickets;
 - Travels at the concessionary fare without the required pass or permit; or
 - Commits any other breach of the Conditions of Carriage.
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- 6.2 If misuse of, or fraud relating to a ticket is suspected, a passenger may be asked for proof of identity. If such proof cannot be provided to the reasonable satisfaction of the driver or Company official, the passenger's 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.
- 6.3 The Standard Fare is payable:
- Immediately to a Company official; or
 - If the passenger is not in possession of sufficient money to pay the Standard Fare immediately on request, the passenger may pay within 10 days of date on which the Standard Fare was charged, provided that the passenger gives to the driver or Company official his name and address and produces such identification as may reasonably be required to indicate that the details given by him are his true name and address.
- 6.4 Payment of the Standard Fare may be made in cash if paid immediately (though certain bank notes may not be accepted) or otherwise by cheque (provided that any such cheque is guaranteed with a current bank cheque card) or by postal order.

7 carriage of animals

- 7.1 Animals accompanying passengers are carried on a Vehicle at the absolute discretion of the driver or Company official, and the driver or Company official may demand the removal of any animal from the Vehicle at any time.
- 7.2 It shall be the responsibility of the owner (which expression shall, for the purpose of this Condition include any passenger who brings or proposes to bring an animal on to any Vehicle) to ensure that any animal brought by the owner on to any Vehicle is kept under proper control at all times and does not cause a nuisance to the driver or Company official or to other passengers.
- 7.3 Animals are not allowed on seats and owners shall be held liable for injury or damage caused to the Company property or personnel or to other passengers by their animal.
- 7.4 Every animal carried by the Company is carried at the owner's risk and the Company shall not be liable for any loss of or injury to any animal carried by the Company.
- 7.5 Without prejudice to Conditions 7.1, 7.2, 7.3 and 7.4 above, the following provisions shall apply to the carriage of dogs by the Company:
- The charge to be made shall be specified in the Mitigated Fare Tables, and may be varied by the Company from time to time;
 - No charge will be made for assistance dogs, guide dogs or hearing dogs;
 - Dogs must not be allowed on the seating of any vehicle;
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- d) No charge will be made for handlers of assistance dogs guide dogs or hearing dogs undergoing training; and
- e) Condition 7.1 shall not apply to a disabled person accompanied by an assistance dog, a guide dog or a hearing 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 his dog.

8 Luggage and parcels

- 8.1 Without prejudice to the provisions of this Condition, luggage-accompanying passengers is carried on a Vehicle at the absolute discretion of the driver or Company official.
 - 8.2 Passengers bringing wheelchairs, pushchairs or luggage onto a Vehicle must not obstruct any gangway in any Vehicle. These items must not be placed on any seating space.
 - 8.3 The following items shall not be carried on any Vehicle:
 - a) Explosive or combustible material of any type whatsoever;
 - b) Bicycles;
 - c) Any individual item of luggage (except suitcases) weighing in excess of 28 lbs;
 - d) Any item that the driver considers may have the potential for injury, damage and/or inconvenience, to other passengers and/or their property; or
 - e) Firearms, swords, knives or other weapons.
 - 8.4 Accumulators and other types of lead/acid batteries shall not be carried unless securely sealed and shall at all times be carried on the floor of the Vehicle.
 - 8.5 Passengers shall be responsible for the safety and security of their own luggage. Except where caused by the negligence of the Company, its employees or agents, passengers shall be liable for any injury, damage or loss caused to other passengers, the Company, its property, employees or agents by their luggage and shall indemnify the Company against any liability to third parties for injury, damage or loss caused by their luggage.
 - 8.6 The Company shall not be liable for any loss or damage caused to luggage accompanying passengers except where caused by the negligence of the Company, its employees or agents. In the event of the Company being liable under this Condition 8.6, such liability shall in respect of any one claim shall be limited to a maximum of £400 per passenger or, if of lesser value, based on the assessed value of the luggage.
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9. lost property

- 9.1 Lost property is dealt with by the Company in accordance with The Public Service Vehicles (Lost property) Regulations 1978 (the “Lost Property Regulations”). The provisions set out in this Condition 9 are without prejudice to the Lost Property Regulations.
- 9.2 Any person who finds property accidentally left in a Vehicle shall immediately hand it, in the state in which he found it, to the driver or Company official of the Vehicle or, where this is not practicable, deliver it to a Company Office.
- 9.3 The driver or Company official to whom any property is handed in accordance with Condition 9.2 above, or who himself finds any property in a Vehicle, shall, within 24 hours deliver the property for safe custody in the state in which it came into his possession to the Lost Property Office.
- 9.4 If before such property has been forwarded to a Lost Property Office by the driver or Company official, it is claimed by a person who satisfies the driver or Company official that he is the owner, it shall be returned to that person without fee or reward upon that person giving his name and address to the driver or Company official.
- 9.5 Any passenger leaving property on a Vehicle is advised to report the loss to a Lost Property Office as soon as possible, giving full particulars of the property lost. All applications by post relating to such property must be accompanied by a stamped addressed envelope.
- 9.6 Persons claiming lost property (other than in the manner described at Condition 9.4) shall be liable to pay to the Company a fee in accordance with the Lost Property Regulations.
- 9.7 Perishable goods will not be kept more than 24 hours from the time at which they are found. Any property, which, in the view of the Company, is or becomes objectionable may (at the Company’s absolute discretion) be destroyed or otherwise disposed of at any time.
- 9.8 Where any property is contained in a package, bag or other receptacle, the driver or Company Official may cause such receptacle to be opened and the contents examined, or require any claimant to open it and submit it and its contents for examination, if the driver or Company Official deems it necessary for the purpose of:
- a) Identifying and tracing the owner of the property; or
 - b) Ascertaining the nature of the contents or valuing the property.
- 9.9 Where any property is forwarded to a claimant, all costs of packing and carriage shall be paid to the Company by the claimant.
- 9.10 Any property unclaimed within one calendar month will be disposed of in accordance with the Lost Property Regulations.
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