

Conditions of Carriage – Bus Services

Conditions of Carriage

1) Introduction

Prentice Coaches Limited values our customers and will always 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 of carriage

We aim to provide a safe, reliable and punctual service but there are occasions when buses or services are subject to delays, which can be outside of our direct control, the factors that can affect the reliability of the services could be: roadworks, diversions, accidents, exceptional traffic congestion, major events, extreme weather conditions and other unforeseen operating circumstances.

We will always take reasonable steps to advise you of any disruption to services. However, in the event of any cancellation, delay, diversion or termination, we shall not be liable for losses, damages, cost or inconvenience either direct or consequential 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 travel to any passenger and may require passenger(s) to leave our buses or premises at any time, should we have reason to believe that their behaviour or personal hygiene jeopardises the safety, security and comfort of others.

When travelling on our services, passengers must not:

- Talk to the driver whilst the bus is moving, obstruct the driver's vision or otherwise distract him, except in an emergency
- Smoke, including e-cigarettes, use matches, lighters or have naked flames
- Behave in an abusive or threatening manner which causes offence to other customers or our staff
- Eat or drink anything which generates litter and/or makes the environment unpleasant for other customers or otherwise cause offence
- Consume alcoholic substances
- Be under the influence of illegal drugs, or alcohol
- Play loud music or operate a personal device at a volume which may reasonably be annoying to other passengers

- Distribute leaflets, papers or other articles or offer anything for sale or collect for charity without our prior written consent
- Interfere with equipment fitted on the vehicle;
- Deliberately damage or deface any part of the vehicle
- Discard rubbish, or other items on the bus
- Board with any bulky items that would cause the gangway to be blocked or could harm other passengers
- Carry dangerous or hazardous substances such as liquid cell batteries, chemicals, open cans of paint, petrol or flammable liquids in any form, explosives, ammunition, weapons or combustible or otherwise hazardous materials. The driver retains the right to deny carriage to any passenger if it is suspected hazardous goods are being carried
- Wear motor helmets, ski masks or any other clothing designed to obscure the face, other than for religious reasons.

Intending customers who, in the opinion of the driver or other company official, appear likely to behave in an antisocial manner, will not be allowed to travel on our services.

Passengers must:

- Follow the instructions of our employees 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 the vehicle entrance, next to the driver or sitting in gangways
- Notify the driver if they sustain an injury whilst boarding, travelling on or getting off a bus
- Follow the directions of our employees concerning the maximum number of passengers that a bus is permitted to carry. All of our vehicles contain clear signage setting out their seating and standing capacity
- Have due regard at all times for the needs of elderly, young and disabled customers and in particular, vacate seats and spaces designed for the elderly and disabled when requested;
- Present tickets and passes to a driver or any company official when requested to do so.

If you are in breach of these and other statutory regulations you will be obliged to give your name and address to a company official 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.

4) CCTV

Buses and premises are fitted with CCTV cameras, which records both audio and visual data to provide added security for our customers and staff. Appropriate signage will be in place where CCTV is in use. The video and sound recordings are 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 will not be held responsible for their conduct.

5) Getting on and off the bus

On most routes, buses will pick up and set down passengers at marked bus stops or at the nearest safe point if a bus stop is obstructed. Some routes have designated hail & ride sections, in which case the bus will only stop at a safe place. In certain places, stops will be allocated to specific services. If you wish to board a bus, you must give a clear signal in good time to the driver of an approaching bus.

- At all bus stops, you must give a clear signal to the driver that you wish to board, giving them sufficient time to stop safely at the marked stop
- You must not attempt to board or alight from a moving bus or from a bus which is stationary at a point which is not a designated bus stop such as traffic lights or roadworks etc.
- You must not use the emergency exits on any vehicle except in a genuine emergency
- On certain routes, there are no designated bus stops and, in those areas, buses will stop on request where it is safe to do so. You should always pick a point away from parked cars, road junctions etc and give a clear signal in good time to the driver of the approaching vehicle
- When you come to alight, you should ring the bell once in good time to alert the driver.

6) Carriage of wheelchairs, small prams and buggies

Wheelchairs, small prams and unfolded buggies may only be carried on suitable low floor vehicles.

Subject to space being available and the discretion of the driver, we will carry small prams and unfolded buggies on low floor buses within the designated area. Prams and buggies must not block the aisle of the vehicle at any time. Using the space is on a first come, first serve basis and no priority will be given. The designated space reserved for wheelchair users may be occupied by an unfolded buggy or pram if not required by a wheelchair user, but will be required to be vacated upon request.

7) Carriage of mobility scooters

As a member of The Confederation of Passenger Transport UK (CPT) we have adopted the CPT Code for the use and acceptance of Mobility Scooters on low floor buses. A copy of the code is available on our website www.prentice.info

Some Class 2 scooters are carried, but you must contact the Company to arrange a convenient time to bring your scooter for an assessment before we can allow you to travel. No Class 3 scooters can be carried.

8) Carriage of bicycles

We will not carry bicycles unless they can be folded and there is sufficient space for them and must not block the gangway or cause a hazard to other passengers.

9) 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.

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

We reserve the right to request that you open any article of luggage for inspection by the driver or other company official 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.

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 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.

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

11) Lost Property

We will do all that we reasonably can to locate and return any property left on one of our buses to its owner. If lost property is not claimed within one month, we will become the owner of the property and will dispose of it appropriately.

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 and provide us with your name and address.

If the lost property is perishable and is not claimed within 24 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 24-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. To check for lost property, you should contact us by email, or telephone our offices between the hours of 09.00 and 17.00 Monday to Friday detailing on which service or route number the item was lost. Contact numbers can be found on our website www.prentice.info Under normal circumstances, you will need to collect the lost property from our depot in Haddington.

12) Fares and Ticketing

Fares and ticket prices for travel on Prentice Coaches bus services are posted at bus stops and the most up to date information on fares and prices is set out on the Company's website www.prentice.info

Whenever you board a bus, you must either

- Pay the appropriate fare in cash
- Pay the appropriate fare using a contactless bank card, ApplePay or GooglePay where this facility is available
- Show the driver a valid prepaid ticket, pass or other form of authority to travel for the journey you are making
- If using a 'Smarttrip' or 'YPNEC' card, place on the reader equipment so that its validity may be checked and your journey recorded

Where you make payment to the driver, you should ensure that you are given a new ticket issued from the ticket machine, which corresponds with the amount you have paid and is valid for your entire journey. You should report to Prentice Coaches as soon as possible if you tender a fare and do not receive a ticket from the driver.

Most of our services do not give change and it is therefore the passenger's responsibility to ensure that the correct fare is paid. If a passenger only has paper money we are able to issue a credit note which will be valid as full or part payment of a journey for a period of 7 days from issue.

You must retain your ticket, pass or other relevant documentation for inspection by a Company Official on demand throughout your journey. If you are unable to show a valid ticket or pass or you have overridden the fare stage, 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 new fare to your intended destination. It is your responsibility to have a valid ticket for the whole journey.

Single or return fares purchased on the bus are normally calculated with reference to fare stages. If you board a bus at a location, which is not a fare stage, you will be charged from the previous fare stage. Similarly, if you alight at a location, which is not a fare stage, you will be charged to the subsequent fare stage. In certain areas, a number of stops may be grouped together as one fare stage.

If you are travelling in areas where zonal fares apply, the number of zones travelled in or through will determine your fare. You may not break your journey when travelling on a single or return fare unless local publicity specifically advises that this is possible. For some journeys, you may buy a return ticket, which is usually cheaper than two single tickets. Return tickets are usually valid only on the day of purchase, unless clearly advertised otherwise. 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 between the same two points.

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.

There is no charge for children under 5 years of age when travelling with another responsible fare paying passenger providing they do not occupy a seat to the exclusion of a fare-paying passenger or are seated in a buggy in an appropriate space on the vehicle.

We have a wide range of multi journey tickets. Full details of availability, price, validity and terms and conditions can be found in the 'Tickets and Fares' and each route page on our website.

13) Concessionary Travel Schemes

Prentice Coaches accept all NEC concessionary passes such as elderly and disabled which are issued by all local authorities as authorised by Transport Scotland. The terms, conditions and rules applying to these schemes are the responsibility of the pass issuing authority and times of use are determined by the rules of the local authority where the pass holder boards the bus.

14) Complaints

Prentice Coaches welcomes suggestions and complaints because they help us to improve our services and put things right if they have gone wrong. We want people to contact us rather than just stop using our services. We will handle complaints with tact and consideration and never take them personally. All complaints are investigated and corrective action is taken to avoid repetition.

If you feel you need to submit a complaint, to enable us to deal with it effectively, please detail, the route number, the time and place boarded or where the incident was and as much detail as possible together with your contact details.

We will provide a response as quickly as possible and always within 7 days of receipt, even if this is initially to explain what investigation needs to take place and how long this will take.

If we cannot resolve a complaint, you can contact Bus Users Scotland through their website www.bususers.org

15) Amendments

These conditions apply from 1st October 2017 and replace all previous Terms and Conditions. These Conditions may be amended at any time and any revision will be advertised on this website.

16) Legal Notice

These Conditions constitute the entire agreement between Prentice Coaches Ltd and its customers. None of our employees are entitled to alter or vary any of the provisions of these 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.