



McColl's Group,
Block 4, Vale of Leven Industrial Est,
Dumbarton,
G82 3PD.

EDITION JANUARY 2010

LOCAL BUS SERVICE CONDITIONS OF CARRIAGE & PASSENGER REGULATIONS

The "Company" refers to all relating companies under the McColl's Group (McColl's Coaches Ltd & Loch Lomond Bus Services Ltd).

These Conditions of Carriage apply to all local bus services operated by the McColl's Group. Legal Conditions are shown in bold type.

The Conditions describe your legal rights and obligations and form the basis of our legal contract with you, but they do not affect the Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990 (as amended) 'Passenger Carrying Vehicle' regulations 1985 which control the conduct of Company staff and passengers on buses & coaches.

These regulations may be altered without notice from time to time. The edition which is in force when a passenger purchases a ticket is the edition which applies to that agreement.

1. SERVICES

A bus or coach service is not an individually tailored transport service. Accordingly, while we make every reasonable commercial effort to run our bus & coach services to their advertised routes, frequencies, times and fares, sometimes this is not possible due to circumstances outside our immediate control. We therefore reserve the right, should it be necessary, to temporarily or permanently alter the route, frequency, times and fares without prior notice.

The Company does not guarantee that any service will operate, or that accommodation will be available onboard any particular journey as any advertising material or notice indicates.

The Company will not be liable for any loss, damage, injury or inconvenience which may be sustained by any person through the alteration of departure times, or through suspension, withdrawal, cancellation or deviation of any vehicle or service, or through the lack of accommodation, detention, delay, early running or want of punctuality or through the display of any incorrect or misleading destination information.

Alternative modes of transport are available from other providers which may give guarantees or compensation for delays or cancellations.

2. SAFETY

Your safety is our first concern. Passengers are warned not to lean out of or throw or stick anything out of bus or coach windows, or to board or alight from a vehicle except at a recognised stopping place, indicated by an official roadside 'Bus Stop' sign, or where specifically authorised by a Company representative. Passengers must not board or alight whilst a bus is moving, or whilst it is held-up in traffic, or by police, or traffic signs, signals or directions, or whilst at road junctions or roundabouts. Passengers must not attempt to board a bus or coach when the doors are closed. Passengers are advised to remain in their seats until the bus comes to a complete halt at their required bus stop.

The Company can accept no liability in respect of injuries sustained by passengers otherwise than in consequence of the negligence of the Company and its employees or servants unless such injury is caused by the negligence of either (1)the Company or (2)its employees (when acting in the course of their employment).

3. STANDING PASSENGERS

The number of standing passengers permitted on each type of vehicle is clearly displayed inside each vehicle (Standing passengers must not stand in the front door-well area, upstairs or on the stairs of double-deckers, or near any emergency exit. Standing passengers MUST hold onto a hand pole or seat back at all times whilst standing onboard. Standing passengers are advised to occupy a seat as soon as one becomes available.

We strive to provide every reasonable assistance to disabled passengers. Please contact us if you have any specific requests you wish us to consider.

4. FARES & TICKETS

Full fare information is held by the driver and may be inspected upon request.

·Single fares– valid for a one way journey between two points on the same vehicle on one route only, a journey cannot be broken using the same ticket.

·Day Return fares– all return fares issued on local bus services are valid for one outward and one return journey only. They are only valid for travel on the day/date of issue (date is printed on the ticket).

·Day tickets are valid for 24 hours from time of issue. Date and time of issue are printed on the ticket.

·One week tickets are valid for 7 x 24 hours from time of issue. Date and time of issue are printed on the ticket.

Tickets purchased via the internet become invalid if not used within six months of date of purchase.

The issue of a ticket should not be regarded as giving rise to any offer, contract or undertaking that any vehicle of the Company shall run at any time or at all, or that there shall be accommodation on any vehicle. Return tickets are not valid for two journeys in the same direction.

Passengers are requested to ensure that upon payment of any fare that they obtain a new valid ticket/card issued in their presence as valid for the section over which they are entitled to travel. Passengers MUST check their ticket is correct for their journey and check any change given at the time of purchase. Errors cannot be rectified after the issuing date.

Passengers boarding a vehicle between fare stages will be charged from the previous fare stage. Passengers alighting between fare stages will be charged to the next fare stage. Fares charged shall be in accordance with the Company 'Faretable' and as stored on the on-bus ticket machine. The 'Faretable' is available for passengers to check their fare at Company offices. All drivers carry a copy of the Faretable with them.

Tickets are not transferable except in extreme circumstances. Please contact customer services if you believe your circumstances are such that you can apply for a transfer. Tickets must be retained during the whole journey and shown to a Company official upon request, or the appropriate single fare paid. Return tickets must be given to the driver for cancelling, and then retained by the passenger. Day tickets and week tickets must be shown to the driver for validation. The Company will not accept defaced or mutilated tickets, neither will any application for a refund be considered for damaged or for lost, stolen, destroyed tickets. A person buying a ticket is deemed to be buying for him or herself unless this is otherwise made clear at the time of booking, in which case that person is deemed to be acting as agent for the other person specified. A person buying tickets for one or more accompanying people is deemed to be acting as agent for the person buying the ticket. In each case, these regulations apply to such sale.

All tickets are issued subject to published Conditions which apply, so far as they relate to services. All tickets & cards remain the property of the Company & can be withdrawn at any time, and the passenger agrees to keep them safe.

Every passenger must be in possession of a valid ticket for the journey being made, or about to be made. Passengers must be able to produce their ticket on demand by any Company employee (or other person so authorised for inspection). Any person who fails to produce a valid ticket for the journey may be asked to leave the vehicle or pay the maximum single fare on the route being travelled.

Scratch Cards

Scratch card tickets must have the valid from date clearly showing by scratching the surface to uncover the correct date. If more than one date is uncovered the ticket is invalid.

Scratch cards must be shown to the driver for validation.

Lost tickets

We will not be obliged to replace your ticket if it is lost, mislaid or stolen. A new ticket needs to be purchased to enable travel.

Spoiled or tampered tickets

If your ticket is spoiled or tampered with, it will be invalidated, and if you travel with it, you will be considered to have travelled without a ticket. If your ticket is spoiled or tampered with before you travel, then we may replace your ticket if you ask for a replacement a reasonable time before you are to travel, and you provide us with proof of your purchase, your identity, and a reasonable explanation as to why your ticket was spoiled or tampered with. We may refuse to replace your ticket if it is reasonable to do so. We may charge a reasonable administration fee for replacing tickets.

Child Fares –Local bus services

The Company offers reduced rate fares for children (as defined herein), on a commercial basis as follows.

Where a person accompanies children travelling free, that person agrees that they are responsible for the conduct of those children and that they will ensure those children abide by these Regulations.

·UNDER 5 YEARS OLD:

Up to 2 children (on local buses) allowed to travel FREE at all times when accompanied by a fare paying, a concessionary pass holding, or a key card holding person.

·5 TO 15 YEARS OLD:

Single & day return fares– available any day, until 9pm (2100 hours), at half the normal adult fare to the nearest 10 pence. AFTER 9pm (2100 hours) – a ticket at the FULL ADULT FARE must be purchased, unless accompanied by an adult fare paying passenger. The return portion of a return ticket purchased before 9pm may still be used after 9pm, whether accompanied or not.

5. PASSENGERS' CHANGE

The Company asks passengers to have the correct money for their fare, or as near as possible to the correct money for their fare. However, the Company and its staff aim to have change available for passengers who are unable to offer the correct money for their fare. If the driver does not have sufficient change, then the driver will issue the passenger with the ticket and accept the cash proffered and issue the passenger with a receipt for the change which can be used to obtain a refund from Customer Services at the address printed on the receipt.

The cash value shown MUST be claimed within 28days of the date shown, failing which we will donate it to charity.

6. REFUNDS

While we cannot accept any liability for any loss or damage resulting from our failure to provide an advertised service, we will in the interests of customer "good-will" give consideration to a refund of any unused or partially used ticket.

Refunds are not offered on single tickets or Day Return tickets purchased on local bus routes. Refunds of less than £10 will be sent money-off vouchers for use on Company services. Refunds of £10 or more will usually be sent as a refund cheque. There is an administration fee of £2 for raising a cheque which will be deducted from the total amount of refund due. The cost of postage will be deducted from any refund due.

7. LUGGAGE

The Company may permit customers to carry luggage on vehicles where it is safe to do so, but that is not a service provided under our contract, but is available as a convenience to customers only. By carrying luggage, the Company does not take possession of it.

For reasons of safety, we have to restrict the amount and type of luggage we can accommodate on our buses & coaches. Luggage is only carried where space is available. Luggage must not be bulky or inconvenient, nor must it contain any hazardous substance that could endanger the safe passage of the vehicle or the safety of staff or passengers on board any bus or coach.

The customer retains the risk of loss of, or damage to the luggage at all times. The Company will not accept responsibility for any loss or damage however caused. The Company reserves the right to refuse to carry any article of a bulky, dangerous, or offensive manner.

The Company strongly advises customers to take out their own travel insurance.

Cycles

The Company does not carry unaccompanied luggage or parcels of any sort unless otherwise stated.

8. LOST PROPERTY

If you find any unattended property on our vehicle, please inform the driver or other Company representative immediately.

Items left on a bus or coach and subsequently found by a member of our staff are treated in accordance with the PCV Public Service Vehicles (Lost Property) Regulations 1978(Amended 1995). We will not accept any responsibility or liability for any article left on our buses or coaches.

All Lost Property is administered and held at our Head Office, at the address at the top of this document. Items are held for one month from the date it was found (except perishable/food items which are held for 24-hours only). Items can be claimed Monday to Friday 9am – 5pm. Items may be forwarded in the post, provided the owner pays the postage fee in advance and accepts that the Company cannot be held responsible for its safe return. Any property unclaimed and unpaid for after one month will be disposed of (usually to local Charity shops), in accordance with the regulations.

9. BEHAVIOUR OF PASSENGERS

The Company reserves the right to refuse entry onto any vehicle and to refuse travel to any person considered to be undesirable, a security or safety risk, with a poor level of personal hygiene, who is intoxicated, under the influence of drugs or other substances, or who may otherwise cause a nuisance or disturbance. A passenger may be asked to leave the vehicle at any time for: smoking any substance; consuming alcohol; interfering with any equipment on or part of the vehicle; interfering with a member of staff or other person travelling on the vehicle; causing a public nuisance. Feet must not be put on seats.

For the safety of staff and fellow passengers and to assist the Company in keeping vehicles clean, passengers are NOT permitted to consume any form of hot food whilst travelling onboard any bus or coach. Strong smelling hot food may not be carried. Passengers must adhere to the Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990(as amended)Passenger Carrying Vehicle Regulations 1985.