

Conditions of carriage

1) Introduction

Moray Council values your custom and will endeavor 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.

Conditions may vary on certain services operated on behalf of other organisations. Any variations will be publicised locally.

Please note: we have separate conditions of carriage for Moray Council Local Bus services

2) General Conditions

We aim to provide a safe, reliable and punctual service to meet your booked journey, however, there are occasions when booked timings will be rescheduled 15 minutes either side of the original booking time. These changes are common with all demand led transport services, allowing greater flexibility and availability of travel for customers wishing to use our service. Delays can also occur due to factors outside of our control, such as road works, diversions, exceptional traffic congestion, major events, extreme weather conditions and other unforeseen operating circumstances.

Wherever possible, we will take reasonable steps to advise you of any disruption or delays to services booked. In the event of cancellation, delay, diversion or termination of our service or the service being unavailable to you as a result of the vehicle being fully loaded or for any other reasons, we shall not be liable for losses, damages, cost or inconvenience that you suffer as a result, other than the return of any pre-paid fare for journeys not fulfilled due to the reasons listed above. Moray Council shall not be liable for losses, damages, cost or inconvenience due to customer 'No Show' for any booked journey.

We do not guarantee that our service will connect unless we specifically advertise a guaranteed connection.

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 you entry, or require you to leave our buses or premises at any time, should we have reason to believe that your behavior jeopardises the safety, security and comfort of others.

When travelling with us you must in particular:

- Wear a face covering when travelling until government guidance directs otherwise.
- Refrain from smoking either conventional or electronic cigarettes
- Behave in a manner that is not abusive or threatening and does not cause offence to other customers or staff
- Refrain from eating and drinking items which make the environment unpleasant for other customers or otherwise cause offence

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- Refrain from consuming alcohol
- Refrain from playing loud music or operating a personal device at a volume which may be heard by other passengers
- Refrain from leaving rubbish or discarded items on the bus
- Not be wearing soiled working clothes or carrying any soiled items which might stain the seats etc.
- Follow the instructions of our staff and act in a manner which shows due regard for the safety and comfort of other customers and council employees, including not standing adjacent to emergency exits, the vehicle entrance, next to the driver or sitting in gangways.
- If the vehicle you are travelling on is fitted with seat belts, you are legally required to wear it
- Notify a member of staff immediately if you sustain an injury whilst boarding, travelling on or getting off a bus
- Follow the directions of staff concerning the maximum number of standing passengers that a bus is permitted to carry. All of our vehicles contain clear signage setting out standing capacity
- Except in an emergency, please do not talk to the driver whilst the bus is moving, obstruct the driver's vision or otherwise distract them
- 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
- Do not distribute leaflets, papers or other articles or offer anything for sale or collect for charity without prior written consent from Moray Council
- Do not interfere with equipment fitted on the vehicle, especially fire and safety equipment.
- Do not deliberately damage or deface any part of the vehicle

Intending customers who, in the opinion of the driver or public transport officer, appear likely to behave in an antisocial manner may not be allowed to travel.

If you are in breach of these and other statutory regulations you will be obliged to give your name and address to the public transport officer or may be restrained or removed from the bus or our premises by a police officer or a community support officer and will be refused further travel without refund.

We also reserve the right to take any other measures considered 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.

Buses and premises may be fitted with audio CCTV to provide added security for our customers and staff. Appropriate signage will be in place where audio CCTV is in use. All video and sound recordings are used solely for the monitoring of safety, security, service quality and in support of relevant criminal, civil legal proceedings and complaint investigations. 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 cannot be held responsible for their conduct.

4) Boarding and Alighting the Bus

Our Service operates a point to point service, which will not normally pick up and set down passengers at marked bus stops. Our driving team will ensure that all boarding and alighting points selected by customers will be used if safe to do so. If, in the opinion of the driver, the location is unsafe; the driver will select the most suitable alternative that is safe and free from any traffic, pedestrian or any other hazard. In busy areas, certain stops may be allocated to specific locations. 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 safe boarding or alighting point, such as traffic lights and road works etc.
- Attempt to board a bus once it has left its designated boarding and alighting point
- Use the emergency exits on any vehicle except in a genuine emergency

In certain areas, access to property can only be achieved by traveling on a private road. As our service only operates on public roads, the bus will stop on request as close to the booked boarding and alighting point on the private road, where it is safe to do so and without entering any private road. You should always pick a point away from parked cars, road junctions, etc and give a clear instructions where the pickup point is.

When you come to alight, you should ring the bell once in good time to alert the driver.

5) Carriage of wheelchairs, small prams and buggies

We are constantly investing in updating our fleet to improve access and space for passengers with disabilities, wheelchair users, disabled buggies, approved mobility scooters and for passengers travelling with young children in small prams and buggies.

Wheelchairs, disabled buggies, approved mobility scooters, small prams and unfolded buggies may only be carried on suitable accessible vehicles. All our buses are wheelchair accessible, please ensure that when booking our service, you state any accessibility needs to ensure that the most suitable vehicle is selected to facilitate your journey.

Subject to space being available and the discretion of the driver, we will carry small prams and unfolded buggies on buses within the designated area but only when it is not required by a passenger in a wheelchair or approved mobility scooter (passengers in wheelchairs have absolute priority by law).

Prams and buggies must not block the aisle of the vehicle at any time.

You are required by law to ensure that the designated wheelchair space is made available if a customer wishes to board with a wheelchair (or, if no wheelchair user is travelling, a disabled buggy or approved mobility scooter). You are required to co-operate in allowing proper use of the designated wheelchair space by vacating this space if it is required by a customer in a wheelchair (or, if no wheelchair user is travelling, a disabled buggy or approved mobility scooter) including repositioning small prams, folding any buggies and storing them in the luggage space.

Failure to comply with this requirement will comprise a breach of Section 3 above and may lead to further action as set out in that Section.

Detailed guidance on accessing our services with a wheelchair, a disabled buggy or an approved mobility scooter is available by telephone from Moray Council Public Transport Unit 0300 1234565. Moray Council has adopted the Confederation of Passenger Transport (CPT) Code of Practice for the use and acceptance of mobility scooters on low-floor buses. The Code sets out standardised procedures, as well as clear information regarding the types of mobility scooters that can be accommodated on buses, to help operators ensure that mobility scooters are able to safely use our service.

The Code provides for approved mobility scooter users to be issued with a permit for travel that will allow the bus driver to recognise that the mobility scooter has been approved by Moray Council and the user has been trained in how to safely board and alight from the bus.

6) Breastfeeding

We are fully supportive of a mother's right to breastfeed in public. Mums who wish to breastfeed are welcome to do so on our bus service.

7) Carriage of bicycles

Non-folding bicycles are only carried on a very limited number of buses specifically modified for the purpose. Generally, bicycles may be carried at the owner's risk, where there is space and an ability to secure during travel. When booking please state that you intend to travel with a bicycle so that the most appropriate vehicle can be allocated to support your journey. Alternatively, call Moray Council Public Transport Unit on 0300 1234565 and discuss potential travel option before booking journeys. Non-motorised scooters will not be carried.

8) 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.

We reserve the right, at the discretion of the driver, to refuse any large, unsuitable or awkward packages or an excessive amount of personal hand luggage.

Larger bags and suitcases up to a maximum weight limit of 20kg should be presented to the driver for assessment and for securing before travel.

Only the driver may store or remove luggage using the on board securing equipment. It is the customers responsibility to see your luggage put on and taken off the bus. Customers must also look after personal luggage at all times and you remain responsible for any other items you bring onto the bus. 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 cannot be held responsible for any loss or inconvenience to you if you are refused travel under these circumstances.

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Our liability for luggage is limited to £50 per passenger and you are advised to ensure that you have proper insurance if your luggage is worth more than this.

We reserve the right to request that you open any article of luggage for inspection by the driver or public transport officer 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.

Paint may only be carried in original and properly sealed containers of 5 litres or less. Certain items cannot be carried under any circumstances in the interests of safety. These include accumulators, explosives, ammunition, weapons and combustible or otherwise hazardous materials including petrol.

9) Animals

One accompanied, well-behaved dog or other small animal which will not be a danger or a nuisance for other customers or our staff is allowed to travel with you on our buses at the discretion of the driver who may reasonably decide where on the bus the animal is best carried.

Where appropriate, dogs must be muzzled or put on a lead in accordance with the Dangerous Dogs Act. Small animals must be caged, boxed or kept on a lead. Any animal carried must remain under control and must not be allowed to sit on the seats.

If you bring an animal onto a bus, you will be held responsible for any damage, loss or injury arising from its presence on the bus.

Guide dogs, hearing or assistance dogs accompanying registered disabled persons are carried free of charge at any time. Assistance dogs should wear their harness or identification jacket when travelling.

10) Lost property

We will do all that we reasonably can to locate and return any property left on our buses to its owner. If lost property is not claimed within a month, we will become the owner of the property and will dispose of it to a charity nominated by the Moray Council. All computers, phones and other electronic items containing data will be securely wiped of all data and disposed of, with any proceeds donated to charity.

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, give us your name and address. You may be charged an administration fee or postage fee for returned goods.

If the lost property is perishable and is not claimed within 48 hours of being found, we will dispose of it as we see fit. If perishable property is, or becomes, objectionable or a health risk before the end of the 48 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 reclaim lost property, you should contact Moray council on 0300 1234565 and provide details of your booking, date and time of travel on which the item was lost. Under normal circumstances, you will need to collect the lost property from the Moray Council Access point where the lost property is being stored. You will need to pay the cost of postage and packaging in advance if we agree to post the property back to you. Our arrangements comply with the relevant legislation.

11) Fares and ticketing

Whenever you board a bus you must either:

- Show the driver a valid prepaid or e-ticket, National travel card (concessionary travel scheme, Young scot card) or other form of authority to travel or quote a valid booking reference, which the driver will check to confirm validity for the journey you are making.
- Or pay the fare for the journey you intend to take to the driver whether specifically requested to do so or not.
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When 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 check any change and point out any discrepancies immediately as we cannot correct mistakes later. Unless stated otherwise, we do not accept payment by cheque, credit card, debit card or foreign currency.

Drivers are not able to accept £50 notes and may not always have sufficient change for other large denomination notes.

Certain Vouchers and Warrants may be used instead of cash. Appropriate details are normally set out on the Voucher or Warrant.

You must retain your ticket, pass or other relevant documentation (including contactless payment card) for inspection by any Moray Council Official on demand throughout your journey. If you are unable to show this, or if it has expired or been altered or tampered with, 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.

Details of any Standard Fare will be published on the relevant Moray Council website under public transport, Dial M for Moray.

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 fresh fare to your intended destination.

It is your responsibility to have a valid ticket for the whole journey and to carry any associated identification required for the purchase of the ticket you hold, such as student ID, proof of age etc, with you whilst travelling.

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You are liable to prosecution if you do not hold a valid ticket, pass or other relevant documentation. Single or return fares purchased on bus are normally calculated with reference to travel zones. If you board a bus at a location which is not a recognised zone you will be charged from the previous zone. When using our service, you will be travelling in areas where zonal fares apply, your fare will be determined by the number of zones travelled in or through.

You may not break your journey when travelling on a single or return fare unless local publicity specifically advises that this is possible.

No return tickets are issued for our service and all tickets purchased are valid only on the day of purchase.

It is your responsibility to check the validity conditions of a ticket.

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 up to 4 children under 5 years of age when travelling with another responsible 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. Additional children will be charged as if they were aged 5 or over.

Discount rates for children aged 5 or over vary, and full details can be found on the Moray Council Public Transport [web page](#).

Refunds, cancellations and ticket transfers are not available unless evidence is provided that we did not provide services booked. For more details please refer to the app terms and conditions.

12) Concessionary travel schemes

Concessionary travel schemes for many categories of passenger are operated by all local authorities in Scotland. The terms, conditions and rules applying to these schemes are the responsibility of the pass issuing authority. When travelling on Moray Council vehicles, concessionary passengers must additionally comply with all aspects of these Conditions.

13) Complaints

We welcome suggestions and complaints as they assist us to improve our services and put things right when 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. We know that customers want to be taken seriously more than anything else. When we have failed, we will offer a sincere, speedy apology and a genuine commitment to avoiding a repetition.

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Moray Council are responsible for ensuring we handle suggestions and complaints in accordance with Moray council's complaints procedures.

Information on how to make a complaint or offer suggestions can be sought from our Customer services team on 0300 1234565.

All suggestions and complaints whether in writing, by email, in person or by telephone will be investigated and dealt with.

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

When comments or complaints are about matters outside our control, we will forward them to the relevant organisation and explain that we have done this.

In Scotland, independent review of complaints is provided by Bus Users Scotland (BUS). Contact details for BUS are available on www.bususers.org. If you are not satisfied with our response to your complaint, we will always pass these contact details on to you.

14) Data protection

In any circumstances where we collect your personal data, in connection with a retail transaction, a customer survey or other purpose, we will only collect and process your data in accordance with the principles contained in the General Data Protection Regulations 2018.

15) Amendments

These Conditions apply to all Moray Council Dial M for Moray services, and replace all previous Terms and Conditions applying to all or any of Moray Council public transport services.

These Conditions may be amended at any time and any revision will be advertised on Moray Council Public Transport [web page](#) and revised leaflets made available through information outlets.

16) Legal notice

The governing law for these Conditions shall be the laws of Scotland and the Courts of Scotland shall have exclusive jurisdiction. Should any provision of these Conditions be invalid or unenforceable this shall not affect the validity and enforceability of the remaining provisions.

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