

Terms of Carriage

The following terms of carriage list the conditions which Millport Motors Ltd. carries a person or their property. These conditions apply to any ticket issued by Millport Motors Ltd. The conditions also apply to private bus hire. Any person using our transport services will be deemed as agreeing to these conditions.

These conditions are consistent with relevant statutory regulations including those related to Conduct of Passengers and lost property and do not affect your statutory rights.

General Conditions:

Due to factors outside of our control there may be times when we cannot run to our timetable. Examples of these situations are planned and unplanned road works, traffic congestion, adverse weather conditions, and diversions. Other serious examples include Acts of God (Severe flooding, Fire, Earthquake, Tsunami...etc.) war, terrorism and pandemics. We reserve the right for operational or other reasons, to alter, suspend, or withdraw services, change terms and conditions or change fares at any time.

If an event causes us to cancel, alter, withdrawal, delay or terminate the service or if you are unable to use the service due to the service being fully occupied we shall not be liable for any loss, damage or inconvenience that you suffer.

Conduct of Passengers:

We reserve the right to refuse entry at any time especially if your conduct poses a safety risk. We not only have the right to refuse entry we can also require you to leave our buses at any time.

Every person travelling on our buses are subject to these conditions.

Passengers must not:

Endanger the safety of, or cause discomfort of other passengers.

Stand forward of the rearmost part of the driver seat or cause distraction to the driver whilst vehicle is in motion unless in an emergency situation.

Endanger the safety of, or cause the discomfort of the driver.

Travel in any part of the vehicle not available for passenger use.

Remain on the vehicle when requested to leave by the driver when the vehicle is full, the passenger has caused a nuisance or offence to other passengers or the clothing of the passenger is considered in such a state to soil the vehicle.

Use a ticket that is defaced or expired.

Use offensive language.

Smoke (Including e-cigarettes or Vaping)

Drink Alcohol

Put feet on seats or allow pets on seats.

Continually move around the vehicle

Play any form of audio at a volume which can be heard by other passengers which may cause a disturbance or be offensive.

This list is NOT exhaustive and it is the drivers right and decision as to what behaviour is unacceptable.

Drinking alcohol is strictly forbidden.

Drivers may refuse to carry any item which they believe to be too large and could cause harm to other passengers and property.

Passengers must at all times follow the instructions of the driver regarding items brought onto the bus.

Any passenger found to misuse National Entitlement Cards such as the U22 NEC or the OAP card may see travel refused and/or the card withdrawn. We will also report the misuse to the issuing authority.

Getting on and off the bus and Stopping Places:

The bus will pick up and set down passengers at marked bus stops.

You must not:

Attempt to board or alight a moving bus or from a bus that is stationary in an area that is not at a designated bus stop. (ie: traffic lights or road works)

Attempt to board a bus once it has left the designated bus stop.

Use the emergency exits for any reason other than an actual emergency.

Please ring the bell once and in good time before the bus stop so the driver knows you wish to alight the bus.

The driver may be able to stop at an area with no fixed stop only if it is safe to do. This is at the discretion of the driver.

Standing Passengers:

Our service buses do have standing room. If Standing you must be aware that you are on a moving vehicle and use the handles and rails available. You must not block the drivers view or obstruct passengers boarding or alighting.

Carriage of Wheelchairs, small prams and buggies:

Our service buses are wheelchair accessible. If there is adequate room and at the discretion of the driver we may be able to accommodate a small foldable pram or foldable buggy in the area. This is only allowed if the area is not needed for a passenger in a wheel chair.

Please note that you are required by law to ensure that the designated wheelchair space is made available if a passenger in a wheel chair boards and needs to occupy this space. You may be required to move and or to fold the buggy or pram to accommodate the wheelchair user.

We do not allow cycles or E-scooters on our buses.

We do not allow mobility scooters on our buses.

Luggage:

For safety and comfort of all passengers we restrict the size, type and quantity of luggage or any other belonging you may bring on the bus. We reserve the right to refuse any item on our buses

Our service buses are **NOT COACHES** which normally have storage bays for luggage. This means there is very limited space for luggage. We reserve the right at the discretion of the driver to refuse any large, awkward, unsuitable or excessive amount of hand luggage.

If the driver believes your luggage will block gangways and access to emergency exits you will be refused travel.

We cannot be held liable for any loss or inconvenience to you if you are refused travel under these circumstances.

You remain responsible for all items that you bring onto the bus.

Certain items cannot be carried under any circumstances due to safety reasons. These items include but are not limited to accumulators, explosives, ammunition, weapons and combustible or any hazardous material including petrol.

Animals:

At the discretion of our drivers a well behaved dog or other small animal is allowed to travel as long as the animal is not a danger or nuisance to passengers or the driver.

All dogs must be kept on a lead.

If the breed of dog is listed under the Dangerous Dog Act it must be muzzled and put on a lead in accordance with the act.

<https://www.gov.scot/publications/xl-bully-dog-rules/>

Small animals must be caged, boxed or kept on a lead. If the animal is carried it must be kept under control and not placed on the seats.

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

Assistance dogs are allowed on the bus with a registered disabled person. Please make sure the assistance dog is wearing its harness or identification jacket.

Lost Property:

You are responsible for any item you bring on the bus. We will do our best to return property left on the bus however it is your responsibility to pick up the item from one of our buses or our garage. Due to our location we may be able to hand the lost item to a Calmac ferry employee who can take the item to the Largs Calmac office for pick up IF Calmac agrees to this.

If its possible to return the property by post you will be responsible to pay for postage and packaging in advance.

Fares and Ticketing:

We accept cash, smart payment and the Scotland Concessionary OAP and U22 cards. Our 578A Route also accepts SPT Zonecard.

Please note the concessionary and zonecard issuing authority (Transport Scotland and SPT) have their own terms and conditions that you must abide by.

Under 5 travel for free.

The governing law of these conditions shall be Scotland and the Courts of Scotland shall have exclusive jurisdiction. If a provision is not enforceable or invalid this shall not affect the validity or enforceability of the rest of the provisions.

These conditions stated constitute the entire agreement between us and you. None of our employees are entitled to alter or vary any of the provisions in these conditions

These conditions replace any previous Millport Motors Ltd. conditions and take effect January 1, 2025. These conditions may be amended at any time.

We will not tolerate any verbal or physical abuse aimed at our employees either in person, by phone or social media. We will also not tolerate slanderous, erroneous claims about our employees or the business itself made on any form of social media and will take legal action if need be.

If you would like to contact us for any reason including suggestions and or complaints please call our office at 01475530555 or email at millportmotors@yahoo.co.uk.

Any complaints will be investigated and a response given within 10 days. If you are not satisfied with our response contact us again and we will try our best to resolve the issue if possible.

If you are still not satisfied please contact:

Bus Users Scotland, 22 Greencoat Place, London SW1P 1PR

Telephone: 0300 111 0001

E-mail: enquiries@bususers.org **Website:** www.bususers.org