

Bus Conditions of Carriage

1 Introduction

- 1.1 Liverpool City Region Combined Authority (LCRCA) values its citizens and aims to operate a safe, punctual and reliable service for all passengers travelling on the Metro bus network.
- 1.2 This document contains the Conditions of Carriage ('Conditions') under which LCRCA carries its' passengers and applies to everyone who travels with us. It sets out the passenger's rights, restrictions and LCRCA's obligations to all passengers travelling on the Metro bus network, which is the Liverpool City Region's bus network brand.
- 1.3 These Conditions are consistent with the relevant legislation (including but not limited to the Consumer Rights Act 2015), including those relating to the conduct of passengers and lost property and do not affect a passenger's rights.

2 General Conditions

- 2.1 LCRCA aims to ensure a punctual service as advertised in the published timetables. However, there may be occasions when journeys are unable to run as advertised by taking longer than expected and/or services may need to be diverted or cancelled due to factors beyond LCRCA's control. These include, without limitation, traffic congestion, traffic accidents, road works, road closures, major public events, adverse weather conditions and other unforeseen circumstances.
- 2.2 In circumstances where this aim will not be met, then reasonable steps will be taken to communicate this disruption to services to passengers via their website, social media. However, this may not always be possible or feasible and LCRCA shall not be liable to passengers as a result of any failure to provide notice of any amendment to the services as planned or scheduled.
- 2.3 LCRCA reserves the right to alter, suspend, withdraw, substitute or deviate the services, the Conditions or fares at any time and without notice. LCRCA will not, therefore, be liable or accountable for any losses, damages, costs, inconveniences or injuries that a passenger may suffer as a result of the failure of bus services to operate, start or arrive at the specified times, or at all, and neither will LCRCA be liable or accountable in such cases arising from the delay in any journey of buses, or any deviation or breakdown arising from any cause.
- 2.4 LCRCA accepts no liability for passenger costs incurred in the unforeseen circumstances where a passenger is unable to use a valid pre-paid ticket or valid pass due to a vehicle being at full capacity, or the service is delayed, diverted or cancelled.
- 2.5 LCRCA does not exclude or limit the liability for death or personal injury resulting from negligence on the LCRCA bus network nor are the passengers' statutory rights as a consumer affected.

3 Conduct of Passengers

- 3.1 LCRCA expects passengers to be respectful of fellow passengers, the staff, bus stations, bus stops and vehicles in order to contribute to a pleasant travel environment for all. Behaviour not adhering to this may lead to refusal of travel or being asked to disembark from the vehicle to preserve the safety, security and comfort of others.
- 3.2 When travelling on the LCRCA bus network, passengers must:
 - 3.2.1 Always have due respect and due regard to the needs of elderly, young, disabled (including both visible and non-visible disabilities) and pregnant passengers and vacate and offer seats and spaces designated by notice for such passengers;
 - 3.2.2 Refrain from smoking or vaping on the vehicle, this includes cigarettes, e-cigarettes, cigars, pipes and means of lighting them;
 - 3.2.3 Not behave in a manner that may impact the comfort and safety of the travel environment with threatening, antisocial or abusive behaviour to any other passengers, the bus driver, or representatives of LCRCA who will be identifiable in Metro branded uniform. This includes verbal or physical abuse; being under the influence of alcohol, drugs or solvents; putting feet on seats; wearing soiled clothes or carrying any soiled items which might stain the seats;
 - 3.2.4 Refrain from taking part in any criminal or legally prohibited activity;
 - 3.2.5 Avoid bringing any open and/or consuming alcoholic beverages, food items, or other substance or materials that may contribute to an unpleasant environment including by soiling, disfiguring, destroying of the property of LCRCA or any other person;
 - 3.2.6 Refrain from playing music or operating a personal device at a volume that might reasonably be expected to disturb any other passengers, the use of headphones to play music or operate a personal device is permitted;
 - 3.2.7 Refrain from reciting or performing, with or without any musical or other instrument, unless with the prior written permission of LCRCA;
 - 3.2.8 Remove all their rubbish or discarded items from the bus;
 - 3.2.9 Refrain from deliberately damaging or interfering with any fixtures, equipment or fittings on the vehicle; and
 - 3.2.10 Refrain from distributing, offering for sale or soliciting for any items without prior written permission from LCRCA – this includes collecting for charity.
- 3.3 The bus driver shall be entitled to refuse entry onto the vehicle if a passenger is carrying an item that is likely to cause injury to someone or cause damage to or on the vehicle.
- 3.4 Passengers who, in the opinion of the driver or other staff, appear intoxicated or are likely to behave in a threatening, disorderly, offensive or otherwise antisocial manner may be refused travel if it is felt that the safety, security and comfort of others is at risk.

- 3.5 If any passenger is found to be in breach of these Conditions such passenger may be obliged to give their name and address to an LCRCA representative and/or bus driver and they may be removed from the vehicle or premises by a police officer or a community support officer or authorised person and their journey will be ceased without refund.
- 3.6 LCRCA reserves the right to take any other measures considered necessary to protect the safety and comfort of its passengers and staff following an incident of misconduct, including but not limited to:
 - 3.6.1 Removal of travel passes;
 - 3.6.2 Removal of a passenger's right of public access to LCRCA premises;
 - 3.6.3 Temporary or permanent ban from travelling on the Metro bus network.
- 3.7 LCRCA also reserves the right to take any other appropriate action in respect of any criminal behaviour of the passenger.
- 3.8 LCRCA cannot and will not be held responsible for the conduct of its passengers.

4 Passenger Safety

- 4.1 LCRCA's primary concern is ensuring passengers feel safe and comfortable when using the LCRCA bus network and LCRCA is committed to maintaining a safe transport network by working with operators, Merseyside Police, and British Transport Police as part of the TravelSafe Partnership.
- 4.2 To ensure the safety of travel it is expected that all passengers adhere to any instructions given to them by staff and/or notices and conduct themselves in a safe manner and respect the wellbeing of other passengers and staff.
- 4.3 To ensure the safety of themselves and others, passengers must:
 - 4.3.1 Take care at all times when boarding or disembarking from the vehicle. There must be no 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, save where the service is operating under 'hail and ride' conditions and the driver has stopped at a safe location;
 - 4.3.2 Refrain from speaking to or otherwise distracting the driver whilst the vehicle is in motion, unless in the event of an emergency;
 - 4.3.3 Avoid doing anything which would obscure the driver's vision;
 - 4.3.4 Refrain from using the emergency exits on any vehicle except in a genuine emergency;
 - 4.3.5 Not attempt to lean out of the vehicle or throw or trail any item or article from the vehicle;
 - 4.3.6 By law wear a seat belt where and to the extent seat belts are provided on board the vehicle;

- 4.3.1 Refrain from obstructing walkways, doorways or exits (this also applies to belongings), in particular avoid sitting in gangways or on the staircase and standing on the upper deck or stairs of the bus, save when boarding or disembarking;
- 4.3.2 Follow the directions of staff concerning the maximum number of standing passengers that a bus has permitted capacity for;
- 4.3.3 Not remain on the vehicle if they have been instructed to disembark by the driver;
- 4.3.4 Give consideration to passengers disembarking the vehicle and allow them sufficient time and space to do so;
- 4.3.5 Ring the bell once when disembarking the vehicle to alert the driver ahead of the destination, ensuring there is sufficient time for the bus to safely come to a stop;
- 4.3.6 Remain seated for safety, and for that of others, until the driver brings the vehicle to a complete stop;
- 4.3.7 Take all personal belongings with them when disembarking the vehicle, including any litter;
- 4.3.8 Avoid leaving any small children or babies unattended in pushchairs whilst on the vehicle;
- 4.3.9 Advise a member of staff when safe to do so of any unattended belonging or hazards; and
- 4.3.10 Advise a member of staff as soon as is reasonably possible in the event of an injury to themselves or another passenger for arrangement of medical assistance.

5 Carriage of Wheelchairs, Mobility Scooters and Pushchairs

5.1 LCRCA is committed to providing accessible transport for all passengers and to continuously improve the space and safety for those with disability wheelchairs, disability buggies, approved mobility scooters and for those travelling with young children and prams.

5.2 Wheelchairs, disability buggies, approved mobility scooters, small prams and unfolded buggies may only be carried on suitable low floor vehicles and on the lower deck of the vehicle. Some vehicles have a shared bay for the carriage of up to two wheelchairs or scooters or two unfolded pushchairs. Some vehicles have a separate pushchair bay.

5.3 Vehicles are accessible for the following:

Wheelchairs, mobility scooters and mobility walkers

- 5.3.1 Buses are accessible for a manual or electric wheelchair up to the standard reference dimensions up to a width of 70cm, a length of 120cm and height of

135cm unfolded, which are within the weight limit shown on the ramp or beside the doorway.

- 5.3.2 Buses are accessible for mobility scooters up to a width of 60cm and up to a length of 100cm and with a maximum turning radius of 120cm which are within the weight limit shown on the ramp or beside the doorway. Passengers will need to present a mobility scooter access pass to travel on the LCRCA network which can be obtained from Merseytravel.
- 5.3.3 Wheeled mobility walkers up to a width of 60cm and up to a length of 100cm and with a maximum turning radius of 120cm.
- 5.3.4 Drivers will assist wheelchair and disabled users (including both visible and non-visible disabilities) when embarking and disembarking in line with their legal obligations.
- 5.3.5 A wheelchair or mobility scooter cannot be accepted if the bay is full.

Prams/pushchairs

- 5.3.6 All LCRCA vehicles are accessible for passengers with prams/pushchairs up to a standard reference of a width of 70cm and a length of 120cm unfolded.
- 5.3.7 Unfolded pushchairs are accepted on buses that have a shared bay only if it is not already occupied by a wheelchair user or mobility scooter. If a wheelchair or scooter user wishes to board, passengers are required to fold the pushchair and stow it in the luggage facilities on the vehicle.
- 5.4 Wheelchair users have priority access to the designated wheelchair spaces on the buses by law. Passengers sitting in or with belongings obstructing these designated areas may be asked to move by the bus driver if the space is required by a passenger with priority or if moving will ease access for wheelchairs. 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.
- 5.5 Despite LCRCA's efforts, an available designated wheelchair space may not be guaranteed on every service due to being occupied already. LCRCA regrets that no alternative travel methods such as taxi's etc. will be arranged if the driver cannot transport a passenger on the bus.
- 5.6 It is the passengers' responsibility to ensure that their wheelchair, mobility scooter, pram or pushchair is safely and securely positioned within the designated area and that they adhere to any notices relating to that area and ensure that it does not obstruct or block any exit or the gangway. LCRCA does not accept any liability or accountability for any loss or damage unless covered by the negligence of LCRCA or a person acting on its behalf.
- 5.7 LCRCA reserves the right of refusal to board if:
 - 5.7.1 The bus driver considers that a passenger's mobility aid exceeds the reference dimensions set out above and the weight limit set out on the ramp or beside the doorway;

- 5.7.2 The designated wheelchair bay is already occupied by another wheelchair passenger so there is no room available to safely cater for an additional wheelchair;
- 5.7.3 The driver considers that it is not safe for a passenger to travel on the bus with their mobility aid;
- 5.7.4 The driver considers that a passenger's pram/pushchair exceeds the reference dimensions above set out above; or
- 5.7.5 The driver considers that the bus is over capacity, and it would therefore not be safe for a passenger to board with their pram/pushchair.

6 Breastfeeding

- 6.1 LCRCA are fully supportive of a passenger's right to breastfeed in public. Passengers who wish to breastfeed are welcome to do so on all bus services.

7 Carriage of Bicycles and E-Scooters

- 7.1 LCRCA do not allow the loading of non-foldable bicycles (including motorised/electric bikes) onto buses.
- 7.2 Only non-motorised, foldable bicycles, which are safely and securely stowed in the designated luggage area in a suitable bag or box, may be brought on.
- 7.3 Electric scooters and other electric transport equipment are not permitted under any circumstances.

8 Luggage and Other Items

- 8.1 For safety and security purposes, LCRCA implement restrictions on the size, type and quantity of luggage or other belongings that passengers bring onto the buses. LCRCA reserves the right to refuse permission to bring any item onto the buses that are deemed non-compliant with these Conditions.
- 8.2 Passengers may carry small items of luggage, personal belongings, folding prams or folding bikes (referring to the Conditions in section 5 and 7 above), and/or any other item that they are able to carry themselves providing it does not threaten the safety of other passengers, the bus driver or damage the vehicle.
- 8.3 Items brought aboard are at the driver's discretion and the owner's risk. Passengers are responsible for the safe stowage and handling of these and as such LCRCA is not liable for the damage or loss of a passenger's belongings.
- 8.4 LCRCA staff, bus drivers and police have the right to remove unattended items from the vehicle if deemed to be a security risk.
- 8.5 Passengers must not bring on board:
 - 8.5.1 Large items that cannot be safely stowed at the seat or by using the luggage facilities on the vehicle.

- 8.5.2 Paint in containers over 5 litres, or not in original and properly sealed containers;
 - 8.5.3 Hazardous or flammable substances (including but not limited to accumulators, explosives, ammunition, weapons and combustible or otherwise hazardous materials including petrol);
 - 8.5.4 Items that are more than 2 metres long;
 - 8.5.5 Items that are likely to cause damage to the exterior and/or interior of the vehicle.
- 8.6 LCRCA and bus drivers reserve the right to refuse boarding to any individual (or if already on-board the vehicle to instruct them to disembark immediately) who, in the opinion of the driver, is carrying any item which may cause offence, discomfort, damage or cause other passengers or members to feel threatened (including but not limited to knives, baseball bats, offensive materials etc.)

9 Animals

- 9.1 Guide dogs, hearing or other assistance dogs accompanying disabled persons (including visible and non-visible disabilities) are welcomed on to all LCRCA services. Other well-behaved dogs are permitted onto the vehicle at the discretion of the driver and without any charge. All dogs must be on a harness or lead and, if necessary, muzzled in accordance with the Dangerous Dogs Acts.
- 9.2 Other smaller animals are permitted onto the vehicle without any charge providing that they are securely stored in a box, cage or on a lead and pose no danger to the passengers or driver (at the driver's discretion).
- 9.3 It is the owner's responsibility to ensure the animal is not a danger or a nuisance to others present. The animal must be always kept under control and not to be allowed onto the seats.
- 9.4 Passengers with animals will be responsible for any damage, mess, loss or injury arising from its presence on the bus.
- 9.5 LCRCA reserves the right to ask a passenger to leave the vehicle if at any point the animal is not behaving appropriately.

10 Lost Property

- 10.1 LCRCA's procedures for lost property can be located at: <http://www.merseytravel.gov.uk/help-and-support/lost-property/>
- 10.2 If a passenger finds a lost item, they must hand it to the driver in the state in which it is found immediately or when it is safe to do so.
- 10.3 If the lost property appears suspicious then passengers are advised to not move the item and notify the driver immediately. This may be reported to the police and removed from the vehicle in line with section 8.4 above.

11 Fares and Ticketing

- 11.1 To travel on the LCRCA bus network, passengers must travel with a valid ticket, pass or another approved authorisation for the relevant journey at all times;
- 11.2 Passengers must pay the correct fare for the journey, tap in with a valid payment card/device or have a valid pre-paid ticket or pass, which shall be presented to the driver or relevant electronic ticket machine;
- 11.3 To board the bus, passengers must:
 - 11.3.1 show the driver a valid ticket, pass or other form of authority to travel and present to the electronic ticket machine where applicable; or
 - 11.3.2 pay the fare for the entire journey intended to be taken to the driver using a valid payment card/device on the electronic ticket machine or pay the fare in cash using UK legal tender, noting that £50 notes are not accepted;
- 11.4 Only tickets purchased from the driver or from an approved retail channel will be accepted on buses on the LCRCA bus network. Each passenger must carry their own valid ticket, permit or other right to travel, and tickets must not be resold or transferred for use by other passengers.
- 11.5 Tickets, passes or other relevant approved authorisation for the journey must be retained (including contactless payment card or device) for inspection by a representative of LCRCA on demand throughout the journey. If a passenger is unable to present this, or the ticket/pass is expired, altered, or been tampered with, the passenger is liable to pay the correct fare for the entire journey. This will not be refunded at a later date if the missing ticket or other document is found. Any invalid passes or tickets will be confiscated and may be used as evidence against such persons using the invalid passes or tickets.
- 11.6 Where tickets, passes or other relevant approved authorisation for the journey are stored on a device the passenger should ensure that the device has sufficient charge for the whole journey to enable inspection under Condition 11.5.
- 11.7 LCRCA and bus staff reserve the right to refuse onboarding to passengers who hold a ticket/pass that has been obtained fraudulently, or which is damaged.
- 11.8 LCRCA and bus staff reserve the right to refuse onboarding to passengers who decline to pay the fare with a valid payment card/device or in cash using UK legal tender, noting that £50 notes are not accepted, or do not hold a valid ticket, pass or another relevant approved authorisation for the journey.
- 11.9 On cash payment of the fare, passengers should ensure that they are given a ticket from the ticket machine or a receipt which corresponds with the amount that they have paid, and that the ticket is valid for the entire journey.
- 11.10 If a passenger identifies a discrepancy with the fare they have paid and the price on the ticket or receipt, then this should be communicated immediately to the driver.
- 11.11 Further information on the fares, including concessions, can be found at: <https://www.merseytravel.gov.uk/tickets-and-pricing/>

- 11.12 In certain instances, passengers should be aware that the driver may not always have sufficient coinage available for change. If the driver has insufficient coinage available for change, a passenger may be offered a change voucher for redemption on their next journey. LCRCA will not redeem change vouchers that have been tampered or altered in any way.
- 11.13 Contactless payment methods to purchase fares are accepted using contactless cards (Visa, Mastercard or Maestro) or devices using Apple Pay or Google Pay.
- 11.14 For Tap and Go payments, passengers can tap on using a credit or debit card or with Google Pay or Apple Pay on the driver's ticket machine when boarding the bus. LCRCA will then track how many journeys are made that day or week and cap the passenger's fare at the best value ticket for the passenger's journeys.
- 11.15 On occasions where a bus route is impacted by diversions, the tickets and passes will remain valid for the journey.
- 11.16 Decisions on applications for ticket, travel or other documentation refunds will only be made at LCRCA's discretion, without precedent. Any refund agreed may be subject to a reasonable administration charge.

12 Concessionary Travel and Other Schemes

- 12.1 Merseytravel operates a number of concessionary travel schemes such as the 60+ travel pass and ENCTS disabled persons travel pass. Further information on these schemes can be found on our website at: <https://www.merseytravel.gov.uk/help-and-support/concession-travel-passes/>
- 12.2 LCRCA provides Care Leavers aged between 18 and 21 years old free access to public transport across the Liverpool City Region. Eligible passengers can apply for a Care Leavers MetroCard through their Personal Advisor.
- 12.3 The terms, conditions and rules applying to these schemes are the responsibility of the pass issuing authority.
- 12.4 When travelling on LCRCA vehicles, concessionary passengers and passengers of other schemes must additionally comply with all aspects of these Conditions.

13 Fare Evasion

- 13.1 Passengers who travel on the LCRCA bus network without a valid ticket, pass or other approved authorisation for the relevant journey will be committing theft. As such, individuals will be reported to the police for further investigation.

14 Customer comments and How to Contact Us

- 14.1 LCRCA welcomes customer comments that help to improve the services in the Liverpool City Region and meet the high standard of commitments that have been pledged to passengers.
- 14.2 If something goes wrong, LCRCA want people to contact us to let us know, rather than avoiding our services in the future. Comments will be handled with due care, consideration and seriousness and a genuine response will be provided.

- 14.3 LCRCA operate a single point of contact system through our website and Contact Centre and aim to provide a response within 14 days. LCRCA strive to provide an excellent quality service to passengers, however if a passenger has had an experience that falls below standards and would like to make a complaint, please get in touch with us through our website at: <https://www.merseytravel.gov.uk/contact-us/customer-comments/>.
- 14.4 Passengers can also make a complaint to staff at bus stations and Merseytravel Centres, or by calling our Contact Centre on 0151 330 1000.
- 14.5 LCRCA do not just want to hear from passengers if they have had a negative experience, and welcome all feedback and suggestions on all aspects of bus services, especially if someone has helped to deliver a positive passenger experience. If a passenger is unhappy with how their comment has been handled or have not received a response, please raise this with Bus Users UK.

15 Data Protection

- 15.1 In any circumstances where LCRCA collects personal data, in connection with a retail transaction, passenger survey or any other purposes, this will only be collected and processed in accordance with the principles of the Data Protection Act 2018. For further information on how data is processed, please refer to the LCRCA Privacy Policy, which can be found at www.liverpoolcityregion-ca.gov.uk/privacy-policy