



Amendment to the Subway Conditions of Travel

Date of meeting 7 November 2014

Date of report 23 October 2014

Report by Assistant Chief Executive (Business Support)

1. Object of report

To recommend the Partnership approves an amendment to the Subway Conditions of Travel which clarifies the policy on smoking within the subway.

2. Background

The Partnership on 7 December 2012 approved the introduction of Subway Conditions of Travel and agreed the terms of new Subway Byelaws.

Both the Byelaws which were subsequently confirmed and the Conditions of Travel are silent on the matter of smoking. It was considered that as smoking within Subway trains and premises was already prohibited in terms of the Smoking, Health and Social Care (Scotland) Act 2005, there was no requirement to refer to this again.

In the last two years, there has been a significant increase in the usage of electronic or vapour cigarettes which are not considered in the legislation detailed above, or in the current Conditions of Travel. Passengers have, on a number of occasions expressed concerns about the use of these products. In addition, the recent Personnel Committee, subject to finalisation of the relevant consultations, agreed that such products must not be used by any staff within any SPT premise.

3. Outline of proposals

An amendment to the Conditions of Travel (copy attached) has been drafted at clause 4, which stresses that both smoking tobacco products and the use of electronic cigarettes is prohibited. This clarifies the situation for customers and is consistent with the stance taken for staff within SPT premises.

4. Conclusion

The proposed amendment to the Conditions of Travel will address passenger concerns at a time when the WHO has highlighted potential impacts on health on the use of these products and will make the Conditions consistent with those of other major transport operators including First Scotrail, Transport for London and Stagecoach, as well as the approach taken with staff.

5. Partnership action

The Partnership is recommended to approve the amendment to the Subway Conditions of Travel.

Consequences

Policy consequences	<i>Consistent with SPTs policy on premises</i>
Legal consequences	<i>None</i>
Financial consequences	<i>None</i>
Personnel consequences	<i>Consistent with the approach taken for staff</i>
Equalities consequences	<i>None</i>
Risk consequences	<i>None</i>

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Strathclyde Partnership for Transport Subway Conditions of Travel

1. Contract

These Conditions of Carriage form the contract between Strathclyde Partnership for Transport (SPT) and its customers for travel on the Subway and/or car parking at SPT's car parks. They must be read in conjunction with the Subway Byelaws to which all customers of the Subway must adhere. SPT reserves the right to vary these conditions from time to time.

2. Service

SPT endeavours to operate a safe and reliable service on the Subway in accordance with the opening hours and schedules as may be published from time to time. For details of these, please visit www.spt.co.uk/subway. Whilst SPT aims to operate the Subway services in compliance with the opening hours and schedules, we may on occasion be prevented from doing so for reasons including mechanical or electrical failure, adverse weather or other event or incident affecting safety. In such circumstances, SPT will publicise any interruptions to services as soon as practicable by way of notices at stations, public address announcements or by other means. Whilst SPT apologises for any inconvenience suffered as a result of any service failure or interruption, SPT does not accept any liability for any loss or damage of any nature arising from journeys delayed or not operated. If there is a service delay or failure on one circle only, passengers will be invited to travel on the other circle. If there is a service failure on both circles resulting in no services operating for a period of greater than 15 minutes alternative arrangements may be offered in accordance with the terms of SPT's Passenger Charter - http://www.spt.co.uk/wmslib/Documents_Subway/passengercharter.pdf

3. Tickets and Fares

SPT's current range of ticket types and fares shall be as published on SPT's website from time to time and are subject to change. Details of ticket types and fares are also available from subway station ticket offices. When a ticket has been purchased passengers must ensure immediately that they have been issued with the correct ticket and given the correct change.

4. Conduct of Passengers

SPT reserves the right to refuse entry to or eject from the Subway, any passenger whose conduct is deemed to jeopardise or compromise the safety, security or comfort or others.

Passengers must not smoke conventional cigarettes or other tobacco products nor use electronic cigarettes whilst on any Subway train or within any part of a Subway station building.

SPT also reserves the right to eject from or refuse entry to the Subway to any passenger who is carrying or displaying any image or slogan that may be deemed to be racist, sectarian or otherwise offensive. No refunds will be given to anyone who is ejected in the above circumstances or for otherwise failing to comply with these Conditions of Carriage or the Subway Bye-Laws.

Violence or threats of violence or other physical or oral abuse of SPT personnel or the personnel of any SPT contractor will not be tolerated. Without exception, all such incidents will be reported to the Police.

5. Photography

Sensible photography is welcomed on SPT's subway trains and in stations.

Passengers can take photographs with small cameras/mobile phones for private purposes provided they adhere to the following guidance:

- Pictures taken cannot be sold or used for commercial purposes.
- No obstruction or inconvenience is caused to staff and/or passengers.
- Photographs cannot be taken of security related equipment such as CCTV cameras.
- Flash photography is not allowed at any time.
- Tripods and ladders are not allowed.

Operational requirements may, at any time, lead to SPT staff requiring passengers to stop taking photographs.

Prior consent is required for commercial filming and photography and for student filming/photography projects. A full guide to SPT Subway filming and photography is available at www.spt.co.uk.

6. Closed Circuit Television

The Subway system, including stations (internal and external), car parks and trains, is monitored by CCTV. SPT is registered as the Data Controller with the Office of the Information Commissioner and will comply at all times with the terms of the Data Protection Act 1998. Monitoring of CCTV is carried out for the purposes of the prevention and detection of crime and to ensure the safety of passengers and the employees of SPT and its contractors. Images recorded by CCTV may be provided to the police in accordance with the Data Protection Act.

7. Luggage

Passengers may only bring on to the Subway system non-bulky items of luggage that they can safely carry themselves (including up and down escalators and stairs). SPT accepts no responsibility for loss of or damage to any items of luggage or other personal possessions brought onto the Subway.

Passengers must not put luggage on Subway train seats and must ensure that luggage does not impede the free movement of other passengers.

Please keep your possessions with you at all times.

8. Lost Property

Any person who finds any item of lost property at any Subway station or in any train must either hand the item to a member of SPT staff or alert staff to the item. Lost property will be retained by SPT, subject to it being reasonable and safe to do so, for a period of one month after which time SPT will be deemed to be the owner of the property and may dispose of it as it sees fit. Any perishable items will be disposed of no later than the end of the day on which they are handed in to SPT. Anyone seeking to

reclaim an item of lost property will be required to provide identification and proof of ownership of the item and to pay the then applicable recovery fee.

9. Carriage of Animals

Animals are not allowed on the Subway with the exception of:-

- (a) assistance dogs; and
- (b) small animals in secure containers

10. Mobility and Access

Passengers requiring assistance when travelling on the Subway should ask a member a member of staff who will assist if they are able to and it is safe to do so. It is unsafe to use an escalator while seated in a wheelchair and passengers are not allowed to do so. Passengers with visual and/or hearing impairments are welcome including those who may travel with an assistance dog. Such passengers should inform station staff on their arrival and every endeavour will be made to provide assistance. If practicable, escalators will be temporarily switched off and arrangements made to have the passenger met by SPT personnel who will assist at the arrival and departure stations.

Unfortunately, the Subway is not currently accessible to those who require to use a wheelchair or mobility scooter.

11. Use of SPT Car Parks

11.1 Definitions

In this Clause:

- (a) "us", "we", and "our" means SPT;
- (b) "vehicle" means a vehicle which enters into an SPT car park and includes any mechanical device on wheels or tracks, its equipment and accessories; and
- (c) "your", "you", and "yourselves" means any person who uses an SPT car park for the parking of a vehicle.

11.2 Our Liabilities

11.2.1 We cannot guarantee the security of our car parks as members of the public have access to them at all times. Accordingly you park in our car parks at your own risk. We do not guarantee the security of your vehicle and/or its contents.

11.2.2 Neither we nor our employees, servants or agents accept any liability for any loss, destruction, damage or theft to or from any vehicle save as required by law.

11.2.3 Neither we nor our employees, servants or agents accept liability in respect of the death or any personal injury sustained by you in an SPT car park unless it is proven to be caused by the negligence, wilful misconduct or breach of statutory duty of us or our employees, servants or agents.

11.3 CCTV

Where CCTV cameras are installed in any of our car parks they are used to assist in the proper running of the car park. The CCTV cameras may also act as a deterrent to criminal activity. We are obliged by law to display signage in the car park advising that CCTV cameras are in operation. However, we do not make any representation as to the extent of coverage provided by the cameras and no guarantee is given as to the security of your vehicle in a car park where CCTV is installed.

11.4 Moving and Re-location of Vehicles

11.4.1 We reserve the right to move vehicles within car parks, by driving or otherwise, to such extent as is reasonably necessary to avoid obstruction.

11.4.2 We additionally reserve the right, where a car park has to be closed either permanently or temporarily in whole or in part or has to be evacuated in cases of emergency, to remove any vehicle at any time to any other reasonably convenient car park within our control or otherwise as may be expedient.

11.4.3 For the purposes of exercising and to the extent that it may be necessary to do so in the exercise of the rights conferred upon us under this condition 11, we and our employees, servants or agents shall have the right to drive or otherwise take the vehicle out of the car park and on the public highway.

11.4.4 We reserve the right to enter your vehicle (and to use force if necessary) in such manner as we think necessary without being liable for damage caused to facilitate the exercise of the rights given to us in these conditions or to abate any nuisance caused by your vehicle.

11.5 Disposal of Abandoned Vehicles

11.5.1 We reserve the right to sell any vehicle which we reasonably believe to have been abandoned and shall be entitled to regard as abandoned any vehicle which has been in one of our car parks for more than 7 days and which is not known to be covered by a current valid season ticket.

11.5.2 Before proceeding with the disposal of abandoned vehicles, we will :-

- (i) make reasonable enquiries with the appropriate police authority;
- (ii) give 7 days notice of our intention so to do by affixing a notice to the vehicle in question detailing the date on which the vehicle will be removed and disposed of.

11.5.3 Abandoned vehicles will be sold by auction whenever practicable and the proceeds of sale will be applied in and towards satisfaction of all sums going to us together with the expenses of sale and in connection with such sale we shall be entitled to charge reasonable garage charges in respect of the period during which the vehicle is in our possession.

11.5.4 Any balance of sale proceeds remaining after satisfaction of such sums shall be held by us on behalf of the registered owner of the vehicle and paid over on proof of entitlement.

11.6 Damage to Other Vehicles and Property

Should you damage another vehicle or any part of an SPT car park you must report the matter immediately to a member of our staff and provide that member of staff with the registration numbers of each vehicle (where appropriate), your full name and address, the name and address of your insurance company, and your motor insurance policy number. You may be required to make good to our reasonable satisfaction any damage you cause to any part of a car park or to pay to us on demand the costs incurred by us in making good such damage. In doing so, for the purposes of the Data Protection Act 1998 and any other relevant law, you are consenting to our passing this information to the owner or driver of the other vehicle involved.

11.7 Parking Contraventions

No vehicle shall be parked other than within a designated parking bay. Should you park your vehicle in a manner that prevents an adjacent space being used you will be required to pay an additional parking fee for each of the spaces that cannot be used by another vehicle as a result of your inappropriate parking.

11.8 Compliance with Signage

You must comply with the directions and other notices displayed in our car parks.

12. Cycle Racks

Bicycles left at racks are left entirely at the risk of the owners. SPT accepts no liability for loss or damage to bicycles left at Subway stations.