



Amendments to the Subway Conditions of Travel

Date of meeting 14 March 2025

Date of report 4 March 2025

Report by Director of Transport Operations

1. Object of report

To recommend the Partnership approve certain amendments to the Subway Conditions of Travel.

2. Background to report

The Subway Conditions of Travel were last considered by the Operations Committee of 8 April 2024 when it was agreed that the use or carriage of lithium-ion powered devices such as scooters and skateboards was to be prohibited. A further review of the Conditions of Travel has taken place to ensure that these reflect current operational practice and the greater accessibility offered by the new rolling stock.

3. Outline of proposals

Amendments have been drafted to: clause 2, to reflect current practice in the event of a service failure; clauses 6 and 11.3 regarding body-worn CCTV, on-train CCTV and ANPR cameras at car parks; clause 9, detailing the arrangements for the carriage of small animals; clause 10, highlighting the availability of elevators and designated spaces for wheelchair users; and clause 11.5, on the procedures for disposal of abandoned vehicles.

The draft amended Conditions of Travel are appended to this report.

4. Partnership action

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

5. Consequences

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| Policy consequences | <i>None directly.</i> |
| Legal consequences | <i>If approved, revised Subway Conditions of Travel shall be published.</i> |
| Financial consequences | <i>None identified.</i> |
| Personnel consequences | <i>None identified.</i> |
| Equalities consequences | <i>The Conditions of Travel are updated to reflect the opportunities offered by the new Subway rolling stock.</i> |

Risk consequence *None identified.*
Climate Change, Adaptation & Carbon consequences *None identified.*

Name Richard Robinson
Title **Director of Transport Operations**

Name Valerie Davidson
Title **Chief Executive**

For further information, please contact *Paul-Scott Wiggins, Head of Service Operations & Security (Subway) on 0141 333 3626.*

APPENDIX 1

Conditions of Travel

These Conditions of Travel 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.

1.Contract

These Conditions of Travel 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 refunds, or Smartcard credit may be offered where applicable.

3.Tickets and Fares

SPT's current range of ticket types and fares shall be as published on SPT's website. 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, given the correct change and charged the correct fare. This applies to all payment types.

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 of others.

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

The use, or carriage of lithium-ion powered devices including e-scooters, e-unicycles, e-hoverboards and e-skateboards is prohibited on the Subway.

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 Travel or the Subway Byelaws.

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, ladders, additional lighting and other equipment 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 filming and photography events at SPT sites.

6. Closed Circuit Television

The Subway system, including stations (internal and external), car parks and trains, is monitored by CCTV. Staff may also have body-worn CCTV. SPT is registered as the Controller with the Office of the Information Commissioner and will comply at all times with the terms of the Data Protection Act 2018. 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.

Passengers must keep their possessions with them 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 for a period by SPT subject to it being reasonable and safe to do so prior to being passed to Police Scotland. 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 a carry bag or container which must be for the specific purpose of transporting the animal (rucksacks, handbags etc. are not permitted). Also, the animal must not protrude from the bag in any way.

The carry bag must remain closed while in our stations, on the concourses, platforms and throughout the entire train journey. The animal must be a suitable size to fit comfortably within the pet carrier.

Animal owners are responsible for the animal's behaviour throughout their Subway journey.

10. Mobility and Access

Passengers requiring assistance when travelling on the Subway should ask 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 should this be required by the passenger. 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.

The Subway has elevators at Govan and St Enoch stations. All Passengers including those who require use of a wheelchair or mobility scooter are very welcome to use the elevators at these stations. Designated wheelchair spaces are available in the front and rear carriages in all trains.

11. Use of SPT Car Parks

11.1 Admission to Car Parks

SPT car parks are accessible to cars and small vans only. All vehicles must be in good repair, insured and with a valid MOT as required by statute. Spaces are available on a first-come-first served basis and parking cannot be guaranteed. Spaces may not be reserved by any means. The repair, refuelling & washing of vehicles is not permitted. SPT reserves the right to refuse admission to any vehicle.

11.2 SPT's Liabilities

11.2.1 SPT cannot guarantee the security of our car parks as members of the public have access to them at all times. Accordingly, vehicles are parked at your own risk. SPT does not guarantee the security of your vehicle and/or its contents.

11.2.2 Neither SPT nor its 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 SPT nor its employees, servants or agents accept liability in respect of the death, or any personal injury sustained in an SPT car park unless it is proven to be caused by the negligence, wilful misconduct or breach of statutory duty of SPT, 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 operation 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. Automatic Number Plate Recognition (ANPR) Cameras are in operation in all car parks at the vehicle entrance and exit points

11.4 Moving and Re-location of Vehicles

11.4.1 We reserve the right to move vehicles within car parks, by any means, 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 SPT under this condition 11, we and our employees, servants or agents shall have the right to drive or otherwise take any 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 any vehicle.

11.5 Disposal of Abandoned Vehicles

11.5.1 We reserve the right to report and arrange for the disposal of 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 authorities including Police Scotland, the DVLA and Glasgow City Council;
- (ii) give notice of our intention so to do by affixing a notice to the vehicle in question intimating that the vehicle has been deemed to be abandoned and arrangements will be made for it to be removed and disposed of.

11.5.3 The vehicle may be removed from the car park by the owner at any time on payment of all outstanding parking charges.

11.6 Damage to 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 2018 and any other relevant law, you are consenting to our passing this information to the owner or driver of the other vehicle involved.

Should your vehicle be damaged or any property within it stolen whilst the vehicle is in an SPT car park, station staff must immediately be informed.

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.