# **EDINBURGH TRAM BYELAWS**

These are the byelaws made by the City of Edinburgh Council on 22 November 2012 as modified and confirmed by the Scottish Ministers on 2 October 2013.

These byelaws will come into force on 1 November 2013

# **EDINBURGH TRAM BYELAWS**

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#### **EDINBURGH TRAM BYELAWS**

These Edinburgh Tram Byelaws ("**the Byelaws**") are made by The City of Edinburgh Council on 22 November 2012 under Section 61 of the Edinburgh Tram (Line One) Act 2006 and Section 61 of the Edinburgh Tram (Line Two) Act 2006, as modified and confirmed by the Scottish Ministers on xxx September 2013. These byelaws will come into force on 1 November 2013.

#### **DEFINITIONS AND INTERPRETATION**

#### 1. Definitions

In the Byelaws the following expressions shall have the following meanings:

"the Acts" means the Edinburgh Tram (Line One) Act 2006 and the Edinburgh Tram (Line Two) Act 2006;

#### "Authorised Person" means:-

- (i) any person acting in the course of his duties who is an employee or agent of the Operator including, but not limited to, a tram driver or a Tram Inspector; or
- (ii) any member of the emergency services acting in the execution of his duties; or
- (iii) in relation to any purpose, any person authorised for that purpose by the Authorised Undertaker:
- "Authorised Undertaker" means The City of Edinburgh Council or any person to whom the powers of the authorised undertaker under the Acts are transferred;
- "Compulsory Ticket Area" means any tram or any area on the Edinburgh Tram Network within which it is compulsory to be in possession of a valid authority to travel; any such tram or area being clearly indicated as such by a notice displayed at and/or on approach to the tram or designated area;
- "Conditions of Carriage" means the conditions of contract in relation to the carriage of persons upon the Edinburgh Tram Network as issued and amended from time to time by the Operator;
- "Edinburgh Tram Depot" means the ETN depot situated at 172 Glasgow Road, Edinburgh or such other premises or additional premises as may be used by the Operator in connection with the operation of the ETN from time to time;
- **"Edinburgh Tram Infrastructure"** means all apparatus and equipment provided for, or in connection with, the operation of the ETN including without limitation signs, signals, structures, overhead line equipment and supports and the rails and tram track, as such apparatus and equipment is constructed, extended or altered from time to time;
- **"Edinburgh Tram Network (ETN)"** means Edinburgh Tram Property and Edinburgh Tram Infrastructure;
- "Edinburgh Tram Property" means any tram, tramstop, the Edinburgh Tram Depot, buildings and sub-stations provided for, or in connection with, the operation of the ETN, Edinburgh Tram ticket booth and staff facilities located at Edinburgh Airport, and any associated car parks (including any park and ride sites) operated by the Operator;
- "ETN Hazard Zone" means any area of land or airspace at any level which is either directly below or directly above land which is within two metres measured horizontally of any tram rail.

"notice" means a notice given by or on behalf of the Operator;

"NRSWA Undertaker" means an undertaker as defined in section 107 of the New Roads and Street Works Act 1991:

"Operator" means any person appointed by the Authorised Undertaker to operate the ETN;

"standard scale" has the meaning given by Section 225 of the Criminal Procedure (Scotland) Act 1995 or any replacement, modification or amendment thereto;

#### "ticket" includes:-

- (i) a ticket (including one issued by another transport operator or authorised agent) authorising the person for whom it is issued to make the journey covered by the fare paid on a tram service (whether or not it also authorises that person to make a journey on a transport service provided by another operator);
- (ii) any permit authorising the person for whom it is issued to travel on a tram service (whether or not it also authorises that person to make a journey on a transport service provided by another operator);
- (iii) an authority to travel on a tram service subject to a condition that payment of the correct fare for the person using that service is made during or at the end of that journey or otherwise as provided by the terms applicable to its use;
- (iv) any type of pass, including a free pass, privilege ticket, or any warrant, voucher or other similar authority accepted by the Operator as authority to travel on a tram service, or in exchange for or on production of which a ticket may be issued; and
- (v) any identity card required by the Operator to be held or produced for use with other ticket or travel documents;

"tram" means any light rail vehicle, locomotive or other vehicle adapted to travel upon the ETN (whether in operational use or not):

"**Tram Inspector**" means a person appointed to inspect tickets and collect standard fares, whether such appointed person is on a tram or not:

"tram service" means a tram service provided for the carriage of persons on the ETN and includes a service for the carriage of passengers by road where a service by tram has been temporarily interrupted or suspended;

"tramstop" means any platform or other area from time to time designated by the Operator for the collection, or setting down, of passengers by trams;

"valid ticket" means a current ticket (including any associated identity card and/or other travel document) lawfully obtained by or on behalf of the person using or attempting to use it and entitling that person to use the particular tram service he is using or attempting to use and where the terms attaching to the ticket require validation of the ticket such ticket shall not be considered to be a valid ticket for the purpose of these Byelaws unless and until the ticket has been properly validated.

## In addition:-

- (a) References in the Byelaws to any "person" shall be taken to include reference to individuals, firms, companies and other bodies as the context requires;
- (b) References to the singular number shall include plural and vice versa and reference to any gender shall include the other gender; and

(c) The table of contents and headings used in the Byelaws are for ease of reference only and shall not affect the interpretation of the Byelaws.

## 2. Tramstops

- (1) Except in the ordinary course of entering and exiting a lift and means of any of the controls intended for the use of passengers no person except an Authorised Person shall open or attempt to open any gate or door of any lift-shaft or any lift.
- (2) No person shall unfasten or tamper with or wilfully impede or interfere with the operation of any fastening or fitting on any such gate or door.
- (3) No person except an Authorised Person shall move, operate or stop any lift except:-
  - (a) by means of any of the controls intended for the use of passengers; or
  - (b) in an emergency by means of equipment on or near which is a notice indicating that the equipment is intended to be used in an emergency.
- (4) No person shall enter or leave or attempt to enter or leave any lift whilst it is in motion or otherwise than by the means intended for passengers to enter or leave the same.
- (5) When a lift contains the maximum number of passengers as indicated on a notice displayed on or near the lift, no additional person shall enter or attempt to enter or remain in the lift.
- (6) Except with the permission of an Authorised Person, no person shall enter or remain on any part of any tramstop for the purposes of skateboarding, roller skating, roller blading, cycling motorcycling or other similar recreational activity.
- (7) No person shall open or push through or climb over a barrier or any other gate on Edinburgh Tram Property, whether of permanent or temporary construction, except with the permission of an Authorised Person, save where there is a notice granting permission to *do* so.

## 3. General Safety

- (1) No person, except an Authorised Person, shall operate, move, work or tamper with any mechanical or electrical appliance on the ETN or any switch or lever or other device operating or controlling any mechanical or electrical appliance on the ETN except:-
  - (a) in cases of emergency, any switch, lever or device or mechanical or electrical appliance upon or near which is displayed a notice that it is intended to be operated in cases of emergency and then in accordance with any instructions given in that notice;
    or
  - (b) in the case of an automatic door (when such door is immediately adjacent to and gives immediate access to, and such tram is stationary at, a platform or place appointed for passengers to enter or leave the tram) any switch, lever or other device or mechanical or electrical appliance upon or near which is displayed a notice that it is intended to be operated by passengers to open or close such door.
- (2) No person shall place, throw, drop or trail anything capable of injuring, endangering or damaging any person or any part of the ETN or which might otherwise endanger or compromise the safe and efficient operation of the ETN.

# 4. Compulsory Ticket Areas

(1) No person shall enter a Compulsory Ticket Area unless he has with him a valid ticket for his entire journey on the ETN.

- (2) No person shall be in contravention of this Byelaw if:
  - (a) at the time when and at the tramstop where he started his journey there were no facilities for the issue of the necessary ticket for his journey; or
  - (b) there was a notice displayed at that tramstop indicating that it was permissible for passengers beginning a journey at that tramstop to enter a Compulsory Ticket Area without a ticket; or
  - (c) an Authorised Person gave him permission to travel or enter a Compulsory Ticket Area without a valid ticket.

#### 5. Tickets

- (1) Any passenger on a tram shall, on request of a Tram Inspector or other Authorised Person, produce a ticket for inspection and, where so required by any Authorised Person, inform him of the place where the person boarded and the journey made or intended to be made.
- (2) Any passenger not already in possession of a valid ticket, must pay the appropriate standard fare for the journey as soon as requested to do so by a Tram Inspector or other Authorised Person, ensure he is issued with a valid ticket, and retain such ticket until such time as he has departed from the tramstop at the end of his journey.
- (3) Except with the permission of an Authorised Person, no person shall enter or remain in any Compulsory Ticket Area unless that person:-
  - (a) has a valid ticket enabling him to do so; or
  - (b) at the earliest opportunity purchases a valid ticket.
- (4) Any passenger on a tram shall as soon as he has completed the journey for which he has a ticket, either:-
  - (a) leave the tram; or
  - (b) pay the fare for any further journey which he intends to take on that tram.

## 6. Altering Tickets

No person shall alter, deface, mutilate or destroy any ticket or use or attempt to use any ticket which shall in any material respect have been altered, defaced or mutilated or which has been made or reproduced fraudulently. An Authorised Person may refuse entry to a tram or a Compulsory Ticket Area or require the purchase of a further ticket if the ticket presented has been materially altered, defaced or mutilated or has been made or reproduced fraudulently.

## 7. Unauthorised Buying and Selling of Tickets

- (1) Subject to Byelaw 7(2) no person shall:-
  - (a) sell or buy any ticket; or
  - (b) transfer or receive any used or partly used ticket intending that any person shall use it for travelling; or
  - (c) knowingly use or attempt to use any ticket which has been obtained in contravention of this Byelaw.

(2) The sale or transfer by, or the purchase or receipt from, an Authorised Person in the course of his duties or from an authorised ticket machine or other authorised outlet is excepted from the provisions of Byelaw 7(1).

#### 8. Fares Offences Committed on behalf of Another Person

- (1) No person shall buy a ticket on behalf of another person intending to enable that other person to travel without the correct fare having been paid.
- (2) No person shall transfer, procure or receive a ticket on behalf of another person intending to enable that other person to travel without the correct fare having been paid.

#### 9. Concessions

- (1) In connection with any scheme for the provision of concessionary travel on any tram service, no person shall:-
  - make use of any concession provided for by such scheme except to the extent and for such time as he may be entitled so to do, subject to the conditions of the scheme; or
  - (b) (being a person not entitled to make use of such concession) obtain and use such concession.
- (2) Where fares for journeys on any tram service vary according to the time at which the ticket therefor is purchased, no person shall make use of any ticket purchased at a reduced fare outside any time constraints applicable thereto except to such extent as may be authorised by the Conditions of Carriage.

## 10. Approval of Works which may Interfere or Obstruct the ETN

- (1) Any of the following works or activities proposed by any person other than the Authorised Undertaker and which fall within any of the descriptions (a) to (g) below shall require the prior written approval of the Authorised Undertaker:-
  - (a) Any works where any part of the site of the works, any tools or materials, any machine or suspended load, any vehicle, or any person, shall at any time come within the ETN Hazard Zone or interfere with spanning wires;
  - (b) Any activity involving the use of a ladder or window cleaning pole or similar equipment, where any part of such ladder, window cleaning pole or equipment shall at any time come within the ETN Hazard Zone or interfere with spanning wires;
  - (c) Any piling or excavation works within three metres of any Edinburgh Tram Infrastructure or elsewhere if there is a risk of rendering Edinburgh Tram Infrastructure unstable;
  - (d) Any erecting or dismantling of scaffolding or use of a crane within five metres of a tram rail or interfere with spanning wires;
  - (e) Any works where at any time any structure or equipment shall be placed above or shall cross over an overhead tram line; or
  - (f) Any works, whether or not the site of the works is within the ETN Hazard Zone, where vehicles fitted with cranes, tipping bodies or skip loaders, or any part of such vehicles or equipment, shall come within the ETN Hazard Zone when the equipment is in use or interfere with spanning wires

- (g) Any excavation within 3 metres of any tramway structure including poles supporting overhead wires.
- (2) The Authorised Undertaker may require the person proposing to undertake works or activities specified in Byelaw 10(1) to complete such application form as is specified by the Authorised Undertaker and to provide such assessments or other information as is required by the Authorised Undertaker to determine the application. Any person proposing to undertake works for which an application is required shall make the application in accordance with such time limits and other requirements as shall be published on the website of the Authorised Undertaker from time to time.
- (3) The Authorised Undertaker may charge a fee to meet the following costs:
  - (a) the cost of processing an application required under Byelaw 10(2) above; and
  - (b) the cost of any isolation of an overhead tram line from its power source that is necessitated by the proposed works or activity; and
  - (c) the cost of any site supervision considered necessary by the Authorised Undertaker to ensure the safe operation of the ETN during the proposed works or activity

and the person proposing to undertake the works shall pay such fee at the time of making the application to the Authorised Undertaker.

- (4) Where prior written approval is required in accordance with this Byelaw no such works or activity shall take place unless such written approval has been issued by the Authorised Undertaker and the works or activity shall be carried out in compliance with any conditions attached to such written approval.
- (5) The provisions of Byelaw 10(1)-(4) shall not apply to works or activities proposed to be undertaken by a NRSWA Undertaker where such works or activities are regulated under the New Roads and Street Works Act 1991.

## 11. Safety Instructions

- (1) An Authorised Person may, in an emergency or other circumstances in which he believes he should act in the interests of safety, issue instructions to any person on any part of the ETN and no person, without good cause, shall disobey such instruction.
- (2) No offence is committed under this Byelaw 11 where a person proves he was acting in accordance with any notice or instruction issued by the Operator or an Authorised Person.

#### 12. Offences and Level of Fines

It shall be an offence to contravene any of these byelaws and any person who contravenes any of these Byelaws shall be liable upon summary conviction to a penalty not exceeding level 3 on the standard scale.

## 13. Exclusion

- (1) Any person convicted of any contravention of the Byelaws may be prohibited from entering or remaining upon any part of the ETN for a period of up to one year from the date of conviction, provided that any such person is served an exclusion notice by the Operator, detailing the terms, conditions and duration of the exclusion.
- (2) Any exclusion notice served in accordance with Byelaw 12(1) shall not apply to any part of the ETN situated within a street over which the public have a right of passage.

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A Member of the staff of the Scottish Ministers

Victoria Quay

Edinburgh

2 October 2013

Copies may be obtained from The City of Edinburgh Council

# Conditions of Carriage on Edinburgh Trams From September 2013

#### **INTERPRETATION**

In these Conditions of Carriage, the following expressions, unless the context requires otherwise, have the following meanings:

Expression	Meaning
The Company	Edinburgh Trams Ltd, registered in Scotland (No.451434), with its registered office at 55 Annandale Street, EDINBURGH, EH7 4AZ
Company Official	An employee of the Company such as a Driver, Revenue Protection Officer, Supervisor or Manager.
Conditions	These Conditions of Carriage and The Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990, SI 1990, No. 1020, as amended, the Public Service Vehicles (Lost Property) Regulations 1978, SI 1978, No. 1684, as amended, The Disability Discrimination Act 1995, as amended and any statutory modification or re-enactments, and the Edinburgh Tram Byelaws made under the Edinburgh Tram (Line One) Act 2006 and Edinburgh Tram (Line Two) Act 2006.
Timetables	The timetables of the Company's tram services.
Accessible Vehicle	A tram designed to give level access from a tram stop to a designated wheelchair space and/or buggy space.

#### 1. GENERAL

These Conditions form the entire understanding between the Company and their passengers and apply to all passengers.

The Company uses all reasonable means to maintain the service published in its timetables but accepts no liability for any loss, damage, or inconvenience arising from the failure to do so. The Company reserves the right, for operational or other reasons, to alter, suspend, or withdraw the service, Conditions or fares at any time.

The contract between the Company and any passenger is limited to carriage upon the Company's own services and any liability shall be limited accordingly. In particular, but without limitation, the Company has no responsibility for the acts or omissions of third parties including any delays or cancellations to third party services.

The Company shall not be liable for any loss, damage, or inconvenience arising from the communication of information in good faith by any member of the Company's staff. Entrance into any of the Company's vehicles or premises confirms acceptance of these Conditions.

## 2. CONDUCT OF PASSENGERS

Travelling on a tram means sharing the space with other people. Passengers must therefore do nothing which endangers or causes discomfort or offence to any other person on the tram. Specifically, passengers must not smoke, put their feet on seats, play music which another passenger can hear or cause any other disturbance.

Additionally, passengers must not distract or obstruct the driver, or interfere with any equipment on the tram.

Drivers or other Company officials may refuse to carry any item which they believe to be excessively large or likely to cause injury to anyone or damage to any property. Passengers must follow all instruction given by the driver or other Company officials in relation to items brought onto the tram.

Passengers must be in possession of a valid ticket for their journey before boarding a tram and retain their ticket until they have left the tram stop at their destination. Any passenger who boards a tram without a valid ticket must pay the revenue protection officer the standard fare as shown in the Company's fare tables.

Passengers must not board or alight from a tram or obstruct the tram doors when the 'door closing' tone is sounding.

Passengers who break these rules must give their name and address to a Company official when requested and may be obliged to leave the tram by a Company official or a Police Officer.

No food or drink may be consumed while travelling on the Company's trams. Hot drinks must be carried in a sealed container.

Passengers must not cycle or use roller skates, roller blades or skateboards onboard any tram or at any tram stop.

No alcohol may be taken on to a tram by passengers travelling to or from football matches at Easter Road or Tynecastle Stadiums or to or from international rugby matches at Murrayfield Stadium.

The legal obligations which apply to passengers travelling on our vehicles are set out in "The Edinburgh Tram Network Byelaws" and the Edinburgh Tram Acts.

For further details of these byelaws, please visit: [website address to be inserted]

#### 3. ACCESSIBLE VEHICLES

We want as many people as possible to be able to use our trams in safety and comfort. All our trams have dedicated wheelchair spaces.

If there is no wheelchair user occupying or requiring to occupy a wheelchair space, other passengers including those travelling with a buggy or with bulky luggage may occupy a wheelchair space. Any passenger using a wheelchair space must vacate that seat if requested to do so by a Company official.

Our trams have certain seats which are designated as 'priority seats' and are intended for use by those passengers who are less able to stand throughout their journey. Any passenger using a 'priority seat' must vacate that seat if requested to do so by a Company official.

Please note that mobility scooters are NOT permitted on our trams.

## 3.1 Travelling as a wheelchair user or with a wheelchair user

All of our trams have a dedicated wheelchair space. These spaces are designed for wheelchairs which are no bigger than 700mm wide, 1200mm long and 1350mm high. A wheelchair user will not be able to board a tram if the tram is full, or if there is already a wheelchair user occupying the wheelchair space.

Wheelchairs which are in a condition which could endanger other passengers or damage their belongings or the tram will not be carried.

When using a tram, wheelchair users and/or carers must ensure that the wheelchair is positioned in the wheelchair space and comply with the instructions given by notices and or a Company official. Wheelchairs must have the brakes ON whilst the tram is in motion. Whenever the wheelchair space is needed by a wheelchair user, other passengers must move to make it available unless the tram is full.

# 3.2 Travelling with young children

Space on our trams is limited. We recommend that passengers who intend to travel on our trams with a small child use a smaller, easily foldable buggy.

Buggies including pushchairs and travel systems which will not obstruct the aisle or doorways may be brought onto our trams unfolded.

In common with all other passengers, whenever the wheelchair space is needed by a wheelchair user, passengers with unfolded buggies must move to make it available. In order to allow a wheelchair user to board, any passenger occupying the wheelchair space with an unfolded buggy should fold it and place it in the luggage rack. Alternatively, they may choose to get off the tram, in which case a receipt will be issued to allow them to complete their journey on a following tram free of charge.

A Warrant is available to people who cannot fold their buggy because they are disabled or the child in their buggy is disabled. If a Warrant holder shows their Warrant to a Company official they will not be asked to fold their buggy. This Warrant does not provide any priority over other passengers when boarding.

Empty buggies must be folded and placed in the luggage rack.

## 4. STANDING PASSENGERS

Notices may be are posted on trams to indicate areas where standing is not allowed. When standing, passengers must not block the driver's view or obstruct the revenue protection officer.

# 5. TICKETS

On boarding, every passenger must buy or already have a valid ticket which they must show on request to the revenue protection officer or any Company official. Tickets are only valid for the person they are issued to and remain the property of the Company at all times. Please ensure that you are issued with the correct ticket for your journey. Passengers must retain their ticket for inspection by a Company official until they leave the tram stop that they are travelling to.

We reserve the right to refuse travel to anyone who presents a ticket which has been obtained fraudulently or which is damaged.

Edinburgh Trams participates in the City of Edinburgh Concession Travel Scheme for travel on trams. Eligible cardholders can travel at the concessionary rate on all of our services.

#### 6. FARES

Fares and ticket prices for travel on the Company's services are posted at tram stops. The most up to date information on fares and prices is set out on the Company's website.

Children aged from five to fifteen inclusive will be charged the Child fare. Up to two children under the age of five may travel free when accompanied by a fare-paying passenger who is responsible for them. Additional children under five will be charged the Child fare.

# 7. CCTV

Our trams and premises are fitted with CCTV. This is done to ensure that evidence of any act of violence or other inappropriate behaviour or of theft or criminal damage can be passed to the Police and the prosecuting authorities. We will always use all means to secure prosecution of anyone who commits a violent or criminal act on our trams or in our premises.

## 8. LUGGAGE

Accompanied luggage is carried at the driver or revenue protection officer's discretion and the passenger's risk. The Company will not be liable for any loss of, or damage to, luggage. Luggage must not be placed on any seat or cause any obstruction.

The following items may NOT be taken onto the Company's trams:

- a) any weapon or explosive or any article which is dangerous, offensive or excessively cumbersome
- b) bicycles except if specifically permitted by way of notices along with publication of the applicable conditions on the Company's website. Folding bicycles which are folded and fully enclosed in a suitable carrying bag will be carried providing there is space available on the tram to do so.

- c) non-folding wheelchairs, except where the designated wheelchair space is unoccupied
- d) mobility scooters
- e) any battery from which corrosive liquid might leak

Paint may be brought on to our trams only if it is in a sealed, newly purchased container and is placed on the floor of the tram.

Passengers are liable for the cost of any cleaning or repairs required as a consequence of any spillage from articles they have taken onto the Company's trams. If cleaning or repair requires the tram to be withdrawn from service, the cost will include any revenue lost.

Passengers are responsible for the safety and security of their luggage and liable for any injury, damage or loss which it may cause to the Company's trams, property, employees or other passengers.

#### 9. LOST PROPERTY

If you find any property which someone else has left on a tram, please hand it to, or advise the driver or revenue protection officer.

If you leave property on a tram and later can satisfy the driver or revenue protection officers that it is yours, give your name and address to the driver or revenue protection officer and it will be returned to you.

If you leave property on a tram, please report the details to our Lost Property Office as soon as possible. A fee is payable when lost property is reclaimed from our Offices. Lost property will be held for one month unless it is perishable when it will be held for 48 hours. Property which is, or becomes, objectionable may be disposed of sooner. Please note that some items will not be held as Lost Property. Drugs and medicines will be disposed of immediately. Passports will be passed to the Police (UK passports) or to the relevant consular authorities (non-UK passports). The Lost Property Office is open Monday to Friday 0930-1730hrs (Closed 1330 – 1400. Closed local and bank holidays). It is situated at HANOVER STREET TRAVELSHOP, 27 Hanover Street, Edinburgh, EH2 2DL.

Call 0131 475 0652 or e-mail [email address to be inserted]

#### 10. ANIMALS

Small animals are carried at the driver or revenue protection officer's discretion. Guide dogs, assistance dogs and learning dogs will be carried if there is room on the tram. All dogs must be on a lead and all other animals must be secured in a suitable cage or carrying case. The driver or revenue protection officer may require an animal to be taken off the tram at any time.

Animals taken onto the Company's trams are the responsibility of the person they are travelling with. The owner of an animal carried on the Company's trams is responsible for any damage caused by that animal to any person or property on the tram. The cost of any necessary repairs or cleaning will be charged to the owner of the animal.

All animals are carried at the owner's risk and the Company will not be liable for any loss or injury.

# 11. SUGGESTIONS AND COMMENTS

Suggestions and comments from passengers are very welcome.

Please send them or any complaint to our Customer Service team at

# Edinburgh Trams, 55 Annandale Street, EDINBURGH EH7 4AZ

or email us at [email address to be inserted]

If we cannot resolve a complaint, you can write to [postal address to be inserted] or e-mail [email address to be inserted]