
VICTORIA REGIONAL TRANSIT SYSTEM

TRANSIT TARIFF

EFFECTIVE: April 1, 2010

Approved by the Victoria Regional Transit Commission
March 9, 2010

Mayor Christopher Causton
Chair
Victoria Regional Transit Commission

This Tariff is available for public inspection at the offices of BC Transit, 520 Gorge Road East, Victoria, B.C.

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SECTION I DEFINITIONS

In this Tariff, unless the context otherwise requires, the words and terms thereafter defined shall have the following meaning:

Victoria Regional Transit System

This Tariff applies to all services of the Victoria Regional Transit System including fixed route, paratransit and handyDART service. Fares are valid on all of these services unless exceptions or special charges are noted in this tariff.

Preschool

A person who is under the age of six years shall be carried free when accompanied by a fare paying passenger. At least one accompanying adult guardian is required for every 8 passengers under the age of 6.

Child

A person who is aged 12 years or younger.

Youth

A person, who is under nineteen (19) years of age and presents upon request a valid Drivers License, Passport, or Birth Certificate, BC Care Card, or equivalent picture ID validated by any national, provincial, or state government agency showing age or date of birth or local valid high school student card..

Senior Citizen

A person who is sixty-five years of age or over and presents upon request, a Gold Carecard issued by the Province of British Columbia, a valid Drivers License, Passport, Birth Certificate indicating date of birth, or a Health and Welfare Canada Old Age Security Identification Card, or equivalent picture ID issued by any national, provincial, or state government agency showing age or date of birth.

University Student

A student registered for a full time program at either the University of Victoria, Camosun College, or Royal Roads University.

Regular Fare

All passengers must pay a regular fare either by cash or appropriate pass unless they show valid proof of eligibility for discount fares.

Discount Fare

A discount fare is available to youth and senior citizens upon proof of eligibility as defined in this tariff.

Transit Employee

An employee of British Columbia Transit, its agents and other persons designated by the Victoria Regional Transit Commission, or BC Transit Board of Directors as eligible to receive a BC Transit Employee Bus Pass.

Transfer/Fare Receipt

A piece of paper issued by BC Transit in order to regulate and control travel and the payment of fares.

Cash

Coins or printed currency issued by the Government of Canada or the Government of the United States. Exchange is not paid on US currency.

Pass

A pass sold by or for BC Transit equivalent in value to a fare when used in accordance with this tariff.

handyPass

A handyPASS is issued to registrants of the Victoria Regional handyDART System to identify disabled passengers as qualified to travel with attendants or to use Taxi Savers.

SECTION II

FARES

Discount Fares

In the following sections, Discount Fares are available to:

- Youth as described in Section I - Definitions
- Senior Citizens as described in Section I - Definitions.

CASH FARES

Cash fares are to be submitted as exact coin fare only. Operators carry no change. A cash fare is valid for unlimited travel (with appropriate transfer/fare receipt) in any direction up to the time shown on the transfer/fare receipt received when the fare is paid.

Regular Cash Fare \$2.50

Discount Cash Fare \$1.65

handyDART Cash Fare \$2.50

TICKETS

Tickets will be sold through vendors in books or sheets of ten tickets. A valid ticket is equivalent to cash fare.

Regular Tickets (10) \$22.50

Discount Tickets (10) \$15.00

Bulk Ticket sales will be made available to School Districts and Private Schools at their request. A minimum order of 20,000 tickets must be made at any one time. Ticket price will be reduced to \$1.50 per ticket.

Participating Schools and School Districts must agree to pass this discount onto students. Standard vendor agreements and sales commission of 2% of purchase price will apply.

PASSES

Day Pass

- | | | |
|-----|-------------------------|--------|
| (1) | Regular Daily Bus Pass | \$7.75 |
| (2) | Discount Daily Bus Pass | \$5.50 |

The Day Pass is valid for unlimited travel on all services of the Victoria Regional Transit System for one day only and only for the service day for which it is validated. The Day Pass is not transferable.

The Discount Day Pass is not valid on handyDART.

Passengers using a Discount Daily Day Pass must demonstrate eligibility by displaying identification as defined in Section I and in keeping with terms in Section VI.

Monthly Pass

	April 1, 2010	April 1, 2011	April 1, 2012	
(1)	Regular Monthly Pass (Super Card)	\$80.00	\$82.50	\$85.00
(2)	Post-Secondary Monthly Pass	\$72.00	\$74.50	\$77.00
(3)	Discount Monthly Pass	\$46.00	\$49.00	\$52.00

The Monthly Pass is valid for unlimited travel on all services of the Victoria Regional Transit System for the appropriate calendar month stated on the pass. The Monthly Pass is sold only by vendors under agreement with BC Transit, or sold by BC Transit.

The Discount Monthly Pass is not valid on handyDART.

The pass must remain in the possession of the bearer at all times while riding on the transit system, and in keeping with terms in Section VI.

University of Victoria, Royal Roads University and Camosun College students registered for full time attendance may purchase a regular monthly pass from their campus outlets under the terms and conditions established between these institutions and BC Transit.

Passengers using a Discount Monthly Pass must be prepared to demonstrate eligibility by displaying identification as defined in Section I and in keeping with terms of Section VI.

Cowichan Valley South Island Pass

The Monthly Pass is valid for unlimited travel on all services of the Victoria Regional Transit System for the appropriate calendar month stated on the pass.

The pass must remain in the possession of the bearer at all times while riding on the transit system, and in keeping with terms in Section VI.

UPASS

Term	Total Received per Student Term
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September 2003 On

\$value of one monthly pass
currently = \$80, \$82.50 Sep 3011,
\$85 Sep 2012

This non-transferable photo-ID pass is valid for unlimited travel on all services of the Victoria Regional Transit System where issued to a full or part-time regular students included in the pass program through agreement with BC Transit. The pass must remain in the possession of the person to whom it is issued at all times during their transit travel. The funds received per Student may include contributions from institutions as well as fees levied against students.

Employer Bus Pass

Monthly Multiplier	Effective	Annual Rate	Monthly Rate	Bi-weekly Rate
10.3	April 1, 2010	\$824.00	\$68.67	\$31.69
	April 1, 2011	\$849.75	\$70.81	\$32.68
	April 1, 2012	\$875.50	\$72.96	\$33.67

This non-transferable photo-ID pass is valid for unlimited travel on all services of the Victoria Regional Transit System where issued to a full or part-time regular employee of a major employer participating in the pass program through agreement with BC Transit. The pass must remain in the possession of the person to whom it is issued at all times during their transit travel.

A standard Master Agreement is attached to this tariff as Appendix I.

Post Secondary Bus Pass

Post-secondary institutions may apply to BC Transit to sell regular adult monthly bus passes to qualifying students for an \$8.00 discount. To qualify for the pass, students must be in attendance full time for a minimum of three months at a post-secondary educational institution in the Greater Victoria region. Full time attendance is defined as 20 hours per week in attendance at the institution for a minimum of 3 months.

Institutions must apply to BC Transit and must be willing to administer the Bus Pass Program and to ensure that passes will only be sold to their students who qualify. The Institution must be set up as a bus pass vendor *for student passes only*. A Post-secondary Bus Pass Vendor agreement will be initiated between BC Transit and the Institution. The agreement establishes reporting requirements, product limitations, and other requirements.

A minimum of 10 Post-Secondary bus passes must be sold each month to maintain status on the program. Institutions with fewer than 10 sales per month must accept responsibility for courier and administrative costs of pass delivery and accounting.

A Master Post Secondary Pass Vendor's agreement is attached as Appendix II.

Youth Pass

Youth may purchase an annual photo-ID pass valid for unlimited travel on all services of the Victoria Regional Transit System. Youth may become ineligible during the year (i.e. reach their 19th birthday) but still use the pass until its expiration. Youth pass is not transferable. The pass must remain in the possession of its owner during the journey.

The Youth Pass must be purchased for a minimum of 6 months to a maximum of 12 months. The pass will be priced at \$35 per month. Refunds will be charged a \$25 cancellation fee. There will be no initial fee for pass issuing.

Youth passes are not valid on handyDART.

BC Bus Pass

The BC Bus Pass annual pass is valid for unlimited travel on all services of the Victoria Regional Transit System with the exception of handyDART service and paratransit services operated by handyDART during the calendar year for which it is issued. The pass is issued by the Government of British Columbia to eligible recipients through agreement with BC Transit and rates payable to BC Transit on behalf of the Victoria Regional Transit Commission are negotiated annually.

The pass is not transferable. The pass must remain in the possession of the bearer at all times while riding on the transit system and in keeping with the terms in Section VI. Application for a BC Bus Pass or replacement pass must be made to the responsible ministry of the BC Government. The government of BC has the authority to define eligibility and to set and amend the rates charged to the client to receive a pass or replacement pass.

Family Pass

Parents and guardians may bring aboard four children (12 years of age or younger) with no additional fare. Children must board with the fare paying passenger but may alight at different stops. The following payment methods are allowed:

- Adult (19 years of age or older) paying with a Regular Monthly Pass (SuperPass), Regular DayPass (Super DayPass), Employer Pass, UPASS or BC Bus Pass
- Seniors (65 years of age with valid ID) paying with a Discount Monthly Pass, Discount Day Pass or BC Bus Pass.

Canadian National Institute for the Blind / BC TRANSIT - Annual Pass

The CNIB National Identification Card or BC Transit Blind Persons pass is valid for unlimited travel on all Conventional and Community Bus services of the Victoria Regional Transit System (not including handyDART). The pass is available to medically blind persons as determined by the CNIB criteria.

War Amputee - Annual Pass

The War Amputee Pass is valid for unlimited travel on all services of the Victoria Regional Transit System (including handyDART) to members of the War Amputees of Canada Association. Passes are provided by BC Transit to the War Amputees of Canada Association which is responsible for issuance of the pass to eligible members.

Passage for Postal Employees

Postal Letter Carriers in uniform and/or displaying their letter carrying bag are eligible under the terms of the Agreement between BC Transit and Canada Post to travel to or from their postal walk or postal station without payment of fare.

Passage for Police

Police Officers in uniform or upon presentation of their police identification badge, may board without fare on all services of the Victoria Regional Transit System.

Complimentary Pass

Complimentary passes may be issued by BC Transit. A complimentary pass is valid for travel on all services of the Victoria Regional Transit System for the period of use specified on the pass. Complimentary passes are not transferable.

A complimentary pass is only valid if the following conditions are met:

- (1) Pass is only valid if signed by the General Manager, Victoria Regional Transit or a Vice-President of BC Transit Victoria.
- (2) Pass is only valid during the period of use shown on the pass.

BC Transit Employee Pass

The Employee Pass issued by BC Transit to employees and others specified by its collective agreements. It is valid for free unlimited travel on all services of the Victoria Regional Transit System.

TransLink Employee Pass

Under a reciprocal agreement with TransLink, Employee Passes issued by TransLink or its designated contractors are valid for free unlimited travel on all services of the Victoria Regional Transit System.

SECTION III TERMS AND CONDITIONS

Requirement to Pay Fare

A person boarding a transit vehicle shall in the presence of a transit employee pay the fare required by this tariff or present proof of payment to the employee.

Proof of Payment NOT Transferable

Except as permitted by this tariff, proof of payment is not transferable. No person shall use a proof of payment unless it was purchased for use at the proper fare. Proof of payment must be retained for the duration of the passenger's trip.

Surrender of Passes

A pass must remain in the possession of the bearer at all times while riding on the transit system. It must be submitted for inspection upon request by an operator or BC Transit employee. If the operator or BC Transit employee feels the pass is being fraudulently used, the pass must be surrendered to BC Transit. In these instances full fare must be made and the circumstances reported to BC Transit.

Insufficient Fare

BC Transit reserves the right to issue Fare Deferral Receipts, in emergency or exceptional circumstances where a passenger is unable to tender all or part of the required fare. If in the judgment of the operator a Fare Deferral Receipt is warranted the passengers are required to complete a Fare Deferral Receipt and return the BC Transit portion of that form to the operator. The Fare Deferral Receipt is a signed statement that the person named on the form will pay the amount owing to BC Transit. Identification is required to be shown. Failure to complete the Fare Deferral Receipt or to display identification may result in refusal of transportation. The Fare Deferral Receipt is valid proof of payment for the remainder of the passenger trip.

Fare Dispute

In the event that an employee of BC Transit is not satisfied with the validity of a proof of payment, pass, or identification demonstrating eligibility for Discount Fares, passengers are required to pay Regular Fare and appeal the circumstance to BC Transit.

Refusal of Transportation

BC Transit reserves the right to refuse to carry, or to remove any person who is sick, intoxicated, boisterous, disorderly or profane, refuses to tender correct fare, or who for any other reason may be offensive or dangerous to the other passengers, or their property, or to the property of BC Transit.

Transfers

A transfer enables a passenger to transfer from one route to another at no additional fare provided proper cash or ticket fare has been paid by that passenger. A transfer must be requested at the time the fare is paid.

Transfers are valid for any bus in any direction at any location up until the time indicated on the transfer at its time of issue. There is one exception to this statement: Transfers are not permitted as a boarding fare at Swartz Bay Ferry Terminal.

White transfers are issued on request on payment of a fare and permit travel within the Victoria Regional Transit System.

All transfer/fare receipts must be presented to the operator when boarding the vehicle BC Transit may require that the transfer/fare receipt be retained by the passenger, presented for inspection, or surrendered to the Operator upon request.

Section IV

Accessibility Guidelines

It is the intent of BC Transit to carry as many different types of mobility aids as possible. However, vehicle design and safety considerations necessitate that we carry only those mobility aids which fit the loading ramp and which can safely access the securement position.

- (1) As a general rule the following dimensions have been determined to be safely acceptable on accessible fixed route low floor buses:
 - Maximum length - 30 inches (wheelbase)
 - Maximum width - 29 inches
- (2) Owners of all scooter type mobility aides and accessible strollers may obtain an Accessible Service Approved decal through BC Transit's Safety and Training Department. The decal will be affixed to the mobility aid in an area clearly visible to the transit operator and demonstrates to transit operators that the mobility device meets the constraints of the bus and securement system.
- (3) Should an operator encounter a mobility aid (referred to above) which appears to exceed the dimensions which can be accommodated on the bus and does not have a decal, he should only attempt to transport the customer if, in his/her judgment, the mobility aid meets the size guideline. He should then advise the customer of the availability of a decal and refer them to Safety and Training Department.
- (4) Evaluation of mobility aids and orientation of users to accessible fixed route service will be carried out through special training sessions with accessible coaches in non-revenue service, held on site or at appropriate central locations.
- (5) As a general rule the mobility aid user must be capable of maneuvering the mobility aid into the designated securement space without undue delay. The following boarding time guidelines shall apply:
 - (a) To Board: on the average, a customer should take two and one-half minutes or less to board the bus. For customers using the ramp, boarding time begins when the ramp touches the ground, and ends when the customer is in the securement space but not yet secured with the tie-down straps.
 - (b) To Deboard: on the average, a customer should take one and one-half minutes or less to deboard the bus. For customers who use the ramp, deboarding begins when the customer is released from the tie-down straps and ends when the customer is off the ramp.

- (c) Safety and Training should be contacted if a customer is consistently having difficulty using the ramp, or is consistently exceeding the boarding guideline, or the customer is hazardous to themselves or bus passengers by unsafely maneuvering themselves or their mobility aid while on the bus. In this scenario transit operators should continue to transport the customer and contact Safety and Training at the end of the shift or via radio. Safety and Training will evaluate the customer and determine whether additional training is required, or if the customer should travel with an attendant, or be referred to handyDART. Operators must exercise good judgment and discretion when requesting an evaluation of a customer.
- (6) The mobility aid must carry no aerials, flagpole, or other projections which would injure other passengers or interfere with securement of the mobility aid.
- (7) Each mobility aid must have secure and suitably located components to which tie-down straps can be attached.
- (8) Passengers using wheelchairs, scooters or similar mobility aids are required to remain seated in their mobility aid for the duration of their journey.
- (9) BC Transit will endeavor to advise mobility aid retailers and prospective purchasers, especially those wishing to use public transit, of our limitations in order to assist in making better consumer choices when purchasing mobility aids intended to be used on transit buses.
- (10) The kneeling feature will be deployed at any time when, in the judgment of the operator or at the request of the passenger, this function will assist the passenger in the boarding/alighting process.
- (11) The ramp will be deployed if:
- (a) the intending passenger walks with difficulty or with the assistance of a mobility aid and requests the deployment of the ramp; or
 - (b) the intending passenger is using a mobility aid.
- (12) A passenger in a mobility aid may board a ramp-equipped bus when:
- (a) the passenger is in a position to mount the ramp by himself/herself or with an attendant's assistance; and
 - (b) the passenger/attendant is able to prevent the chair from rolling while on the ramp; and
 - (c) the passenger/attendant can maneuver the mobility aid into the securement position and the mobility aid can be properly secured.
- (13) Should passengers occupying seats designated to accommodate passengers in mobility aids not vacate the seats, the operator will request the passengers to vacate the location for boarding purposes. Should the seated passengers refuse to do so, the operator will advise the waiting passenger that they cannot be safely transported and that they will have to wait for the next bus. Operators encountering this condition should immediately report the pass-up to dispatch by radio.
- (14) Should an accessible coach break down or an accident prevent a customer with a disability from reaching their intended destination, the operator should:
- (a) determine if the disabled customer requires alternative transportation;
 - (b) notify the Depot office that alternative transportation is required;
 - (c) advise the disabled customer of the transportation arrangements made for him/her.
- (15) In the event an accessible designated bus zone is obstructed, the operator may deploy the ramp at an alternate location when, in his/her judgment, the ramp can be safely deployed and the passenger can board or disembark in a safe manner. Otherwise, the passenger will be transported to the next accessible stop.
- (16) Operators should not leave passengers in mobility aids unattended in the coach. If the operator must leave the vehicle, the operator will:
- (a) inform the passenger that he/she will be away from the bus and for approximately how long; or
 - (b) advise the passenger that he/she may disembark from the bus during the time that he/she is away.
- (17) Passengers boarding with the use of mobility aids must not at any time place these devices in a position which may be hazardous to other passengers.
- (18) Operators' responsibilities are strictly limited to the proper securing of the mobility aid. The operator must ensure that all securement devices are correctly in place before moving the bus. Operators are not required

to:

- (a) leave the coach to assist passengers in the boarding process;
- (b) lift passengers and/or mobility aids in any manner except in emergencies, or
- (c) deploy the ramp or the kneeling feature when, in the operator's judgment, said operation would place the passengers or the bus in a perilous position.

- (19) Any passenger concerns regarding the accessible service procedures or the actions of the operator should be directed to the Administration Centre for investigation and response. Operators are not in a position to amend boarding, alighting or other procedures required for the operation of accessible services.
- (20) All passengers are required to pay their own fare. If they cannot pay their fare because of limited hand mobility, they should have the correct fare in a bag or envelope easily accessible and visible to the operator. At no time will the operator enter a person's pocket, purse or pack to obtain the fare. The operator will deposit the fare in plain view of the passenger.
- (21) The use of the lap belt is the responsibility of the user. If requested, the operator will assist in securing the lap belt.
- (22) Customers boarding with strollers on low floor buses may roll their strollers on with the child in the stroller. Operators are to lower the bus or deploy the ramp if requested or if it is felt necessary to allow easy access to the bus by the passenger. The customers should be advised that it is their option to:
- a) Leave the child in the stroller, parking it in a wheel chair space.
 - b) Take the child out of the stroller and place the stroller in a wheel chair compartment or fold it up placing it between the seats.
- In either of these cases advise the customer it is their responsibility to hold onto the stroller ensuring it does not roll or block the aisle.
- The priority for occupying the wheelchair spaces should be as follows:
- 1. Wheelchairs, scooters or mobility impaired customers.
 - 2. Customers with strollers.
 - 3. Other customers.
 - 4. Luggage (in the case of double deckers).
- In cases of a conflict please inform the customer of our usage priority for the wheelchair space. In those cases in which a customer refuses to respect these priorities use your discretion as to whether a transit supervisor should be contacted to assist in resolving the issue.

Attendants - Fixed Route Service

Passengers in wheelchairs or passengers registered with handyDART and identified by a handyPASS issued by BC Transit for this purpose can travel with an attendant. The attendant must board and alight at the same stop as the fare paying passenger and must assist in passenger boarding and alighting. The attendant is not required to pay a fare.

Section V handyDART Regulations

Driver Assistance Policy

handyDART provides service from accessible door to accessible door. Drivers are not required to maneuver wheelchairs up and down stairs or unsafe ramps. Drivers are not required to carry parcels. Drivers will ensure all wheelchairs are securely attached to the vehicle and will assist passengers with their vehicle seat belts.

Attendants

Passengers requiring assistance beyond that defined in the Driver Assistance Policy must travel with an attendant. Attendants must travel from the same origin and destination as the registered passenger. Passengers who require an attendant must notify the Operating Company at the time the trip reservation is made. Passengers are limited to one attendant unless special medical needs exist. Attendants are not required to pay a fare.

Attendants Required

In the event that a passenger causes a disturbance on a handyDART vehicle which disrupts the driver or other passengers, the Operating Company may require that the passenger travel with an attendant.

Lateness

handyDART vehicles will wait for passengers five minutes beyond the scheduled pick up times.

Lap Belts

While it is not mandatory, it is recommended that passengers use a lap belt to secure themselves to their wheelchairs prior to loading.

Transporting Children

Children under age 6 must be accompanied by an adult. Children under 18 kg (40 lb.) must be escorted and carried in a C.S.A. approved car seat supplied by the accompanying passenger.

Children up to 9 kg (20 lb.) will be secured in the car seat upon arrival of vehicle and will be carried by the passenger to the vehicle. The driver will assist in securing the car seat using existing vehicle seat belts and placing the seat in the vehicle such that visual contact with the passenger as well as proximity to the passenger is maintained wherever possible.

Children 9-18 kg (20-40 lb.) will be taken to the vehicle by the passenger with the driver providing assistance in carrying the C.S.A. approved car seat. The driver will assist in securing the car seat using existing vehicle seat belts, including a special restraint for the top of the seat and will ensure that the child is secured in the seat. The seat will be placed in the vehicle such that visual contact with the passenger as well as proximity to the passenger is maintained wherever possible.

Children over 18 kg (40 lb.) will travel to the vehicle with the passenger and the driver will ensure that they are secured in existing vehicle seat belts.

All service will be from accessible building entrance to accessible building entrance only. Passengers requiring a level of assistance exceeding that outlined above will be responsible for arranging the provision of additional assistance.

For group trips under age 6, the group may provide one attendant for every 8 children. The attendant must be among the first on and last off of the group.

Children

handyDART will not provide transportation to programs (preschools, daycare, schools, group therapy, etc.) where other government funded transportation is available. All trips originating or terminating at a public school are the responsibility of the School Board and are not eligible for handyDART service. Ambulatory children under age 12 may book handyDART only for permanent bookings to medical or educational destinations where there is no funded transportation available.

Release

A letter of release from the caregiver of any mentally handicapped individual or person under 19 is required prior to any such passenger being left unattended at a trip destination. This letter of release must be signed by a parent or by a caregiver and a doctor, nurse, social worker or other medical or social service practitioner.

Dependents Must Be Met

All mentally handicapped registrants and registrants under the age of 18 must be met at the trip destination. If passengers are not met at the destination by a responsible adult they will be transported to the emergency address provided on registration OR to a respite home designated by the Ministry of Social Services. Caregivers will be responsible for a \$10 transportation charge and for all costs of respite levied by that facility.

Wheelchair Guidelines

All wheelchairs carried on handyDART must conform to the following guidelines to ensure safety of the passenger and occupant:

- (a) All wheelchairs must be in good repair and capable of carrying the passenger safely.
- (b) The wheelchair cannot be bigger than the platform of the hoist of the handyDART vehicle.
- (c) The combined weight of the passenger and wheelchair cannot exceed 350 pounds.
- (d) Wheelchairs must have escort handles to facilitate loading.
- (e) No flags or other projections are permitted on the vehicles.
- (f) Tires should be inflated to manufacturers standards.
- (g) Three-wheeled chairs require dual rear wheels for stability.
- (h) All wheelchairs must have functioning brakes.
- (i) Electric wheelchairs should have variable speed control, brakes capable of stopping the wheelchair within 10 inches and leak proof batteries.
- (j) Trays on wheelchairs are not permitted during loading or travel.
- (k) Strollers and other quasi-wheel chair devices for children will not be transported on handyDART.

Suspension of Service

Registrants may be suspended from handyDART service for violation of the Passenger Regulations above. Penalties for abuse of operating rules are progressive in nature.

In instances of repeated no shows, registrants will be notified in writing of the possibility of service suspension. If difficulties persist, registrants will first be limited to booking trips only on the day of travel for a period of two weeks.

If difficulties persist subsequent to this step, registrants will be suspended from service for a period of two weeks.

If upon return to service, registrants still abuse operating procedures, suspension will be for a one month period.

Registrants may appeal the terms of any suspension by writing to BC Transit.

The Operating Company may suspend any registrant who is abusive to drivers or staff or who persistently refuses to abide by safety rules.

In all instances of suspension or potential suspension the Operating Company will report the circumstances and terms of suspension to BC Transit and the registrant in writing.

Failure of responsible caregivers to meet passengers who cannot be left alone is grounds for indefinite suspension of service.

Abusive behavior is grounds for indefinite suspension of service.

Section VI Compliance With The Tariff

In order to regulate and control the payment of fares and travel BC Transit may, from time to time, require passengers to receive and produce on demand such evidence of payment of a fare, or part thereof, place of boarding, entitlement to a reduced fare, or otherwise as BC Transit may deem expedient.

Public Safety and Protection of Property

No person shall damage, tamper with or remove any equipment or device on a transit vehicle. No person shall prevent or interfere with the operation of a transit vehicle. No person shall occupy any place in a transit vehicle not intended for public use. No person shall impede a transit employee in the operation of a transit vehicle. According to the provisions of Order in Council 2191 Transit Conduct and Safety Regulations pursuant to the BC Transit Act persons contravening these stipulations upon conviction, are liable to a fine not exceeding \$500 or level set or amended by the Government of BC..

Requirement to Obey Signs and Rules

Where BC Transit makes rules or posts signs on transit vehicles for the safety, good order, or convenience of persons while they are on, entering, or leaving transit vehicle, a transit employee may require, as a condition of allowing any person to enter or remain on the transit vehicle that the person obey the signs or comply with the rules.

Where a person does not obey a sign or comply with the rules when required to do so by a transit employee, a transit employee may refuse that person permission to enter the transit vehicle or order that person to leave the transit vehicle.

According to the provisions of Order in Council 2191 pursuant to the BC Transit Act failure to obey such instruction from a transit employee is an offense. Upon conviction, persons contravening these provisions are liable to a fine not exceeding \$150.

Pursuant to Section 6(1) of Government of BC Order in Council 2191, no person shall:

- (1) Board or leave any transit vehicle except by means of the doors authorized by BC Transit for that purpose.
- (2) Ride on, stand on, or hold on to the exterior of any transit vehicle.
- (3) Extend or project any part of his body or any other object through any window or closed door of a transit vehicle.
- (4) Enter or leave or attempt to enter or leave any transit vehicle while such a vehicle is in motion.
- (5) Trespass upon, loiter, or use profane, insulting, abusive, foul or obscene language or act contrary to public order while in or upon a transit vehicle or transit property.
- (6) Smoke or carry any lighted smoking material in or upon a transit vehicle, or in a designated no-smoking area.
- (7) Consume any drink, liquor or foodstuff on a transit vehicle except under conditions allowed by the operating company.
- (8) Bring any goods or objects onto a transit vehicle which may obstruct or interfere with other passengers or cause damage to the transit vehicle.
- (9) Ride or operate any bicycle, tricycle, skates, or skateboard on a transit vehicle or transit property.
- (10) Bring any animals, other than seeing-eye dogs, or guide dogs for the hearing impaired, in or upon a transit vehicle or transit property other than through the terms and conditions of any local program permitted by the operating company
- (11) Operate a tape recorder, radio or similar device or musical instrument in or upon a transit vehicle or transit property unless the sound therefrom is audible only to that person by an earphone.
- (12) Sell or offer any newspapers, magazines, pamphlets, leaflets, printed matter or merchandise of any kind, or beg or solicit for any purpose whatsoever in or upon transit vehicles or transit properties.
- (13) Deposit any litter in or upon a transit vehicle or transit property except in the receptacles provided for litter.
- (14) Remove from a transit vehicle or transit property any property found thereon.

Penalty for Non Compliance

According to the provisions of Order in Council 2191 pursuant to the BC Transit Act, a person who fails to pay fare, present proof of payment, or comply with the requirements of the Fare Deferral Receipt is liable, upon conviction, to a fine not to exceed \$150.00 or level as set and amended by the Government of BC..

Appeal

All complaints or inquiries concerning payment of fares, passes, transfers, compliance with the rules and regulations of this tariff should be addressed in writing only to:

General Manager, Victoria Regional Transit

BC Transit

PO Box 610

Victoria, B.C.

V8W 2P3



Appendix I - Standard Employer Bus Pass Agreement

Employer Bus Pass Service Agreement (Sample)

BETWEEN: (NAME OF COMPANY OR AGENCY)

And:

BC TRANSIT

WHEREAS:

- A. Transportation Demand Management policies of (COMPANY OR AGENCY) encourage employees to use alternative modes of transportation to reduce the number of employees travelling in single occupancy vehicles to and from work.
- B. (COMPANY OR AGENCY) and BC Transit agree to work together to encourage the use of alternate forms of transportation to and from work by making the purchase of bus passes available to (COMPANY OR AGENCY) employees through ongoing payroll deduction. The purchase of bus passes is allowed for each employee.

NOW THEREFORE the parties agree as follows:

1. (COMPANY OR AGENCY) agrees to have a minimum of 10 staff members committed to signing onto the PROPASS program prior to BC Transit entering into this contract.
2. (COMPANY OR AGENCY) will allow BC Transit to perform a credit reference check prior to entering into this contract. BC Transit reserves the right to approve or decline employer applications to the Propass Program.
3. (COMPANY OR AGENCY) will be responsible for the administration of all passes to employees by:
 - a) ensuring each applicant is an employee of (COMPANY OR AGENCY) and is eligible to receive a pass through completion of applicable BC Transit approved forms provided to employees by (COMPANY OR AGENCY);
 - b) using the bus pass production process as established in advance by BC Transit. Photos are taken and passes issued for employees at BC Transit at 520 Gorge Road East, Victoria, British Columbia.
4. The term of this agreement will commence on the (DATE -D/M/Y) for the issuance of PROPASSES for (DATE -D/M/Y). This contract is perpetual but either party may terminate from the agreement on 6 months notice.
5. (COMPANY OR AGENCY) will provide BC Transit with a monthly statement and corresponding payment for the total amount deducted each month from all employees holding bus passes. The statement shall include the total number of employees enrolled in the payroll deduction including the number of staff that has their pass suspended for reasons as outlined in Section 10 each pay period. (COMPANY OR AGENCY) will pay BC Transit on or before the twentieth (20th) day of the month following the month a pass becomes valid. BC Transit will

accept the amount paid by (COMPANY OR AGENCY) as the total amount owing from (COMPANY OR AGENCY) to BC Transit each month, and BC Transit agree to adjust any underpayments or overpayments. BC Transit retains the right to request an audit of the Propass program at any time.

6. Pass design:
 - a) The design and specification of the passes is the sole responsibility of BC Transit;
 - b) (COMPANY OR AGENCY) is responsible for providing to BC Transit a copy of their logo for use in the PROPASS design only.

7. An employee may apply to participate in the Propass Program at any time throughout the year. The pass is available at a monthly reduced rate calculated by multiplying 10.3 by the current monthly bus pass rate for adults, specified in the Victoria Regional Transit System Tariff and dividing by twelve (12). The parties agree that the rate of \$ ____ per pay period (in this case ____-monthly) shall remain in effect until the next tariff adjustment. The bus pass will be a “perpetual pass” and therefore will not have to be renewed annually. **However, employees must participate in the Propass Program for a minimum of one year.** The tariff for Victoria will be reviewed and adjusted by the Victoria Regional Transit Commission periodically. (COMPANY OR AGENCY) will be notified in writing of any changes in tariff rate and a maximum of 3 months will be allowed between receipt of tariff increase letter and changes in payroll deduction and remittance to BC Transit taking effect.

8. An employee may cancel or terminate his or her pass if one of the following conditions applies and Section 9 of this agreement is met:
 - a) If after the first (12) twelve months of use, the employee no longer wishes to participate in the Propass Program and he or she submits the appropriate form;
 - b) If an employee moves or is relocated outside the Victoria Regional Transit Service Area;
 - c) If an employee’s employment with (COMPANY OR AGENCY) is terminated (this includes retirement);
 - d) If an employee has a valid reason for canceling which is authorized and agreed to in writing by (COMPANY OR AGENCY) and BC Transit.

9. Passes will not be cancelled until the employee has physically handed in the pass to (COMPANY OR AGENCY). Payroll deductions will not be cancelled until the pass has been handed into the (COMPANY OR AGENCY). (COMPANY OR AGENCY) will, upon receipt of bus pass(es) from employees, return the pass(es) to BC Transit for purposes of cancellation and reporting. Upon termination, appropriate action will be taken by (COMPANY OR AGENCY) to obtain pass(es) from terminated employees. Pass(es) will then be forwarded to BC Transit. If pass(es) cannot be collected from terminated employee, BC Transit will be notified in writing by (COMPANY OR AGENCY) to implement steps to deactivate the pass. Payment at a rate established in Clause 7 shall continue until the pass is recovered or BC Transit receives notification to proceed with deactivation.

10. The PROPASS may be suspended for an indefinite period if the employee meets one of the following conditions and the appropriate suspension form is completed and maintained along with the suspended PROPASS to (COMPANY OR AGENCY):

- a) Maternity or Parental Leave;
- b) Long-term Disability;
- c) Worker’s Compensation Board Time loss claims;
- d) Other leave as authorized and agreed to in writing by (COMPANY OR AGENCY) and BC Transit.

Scheduled vacation, training, or other leaves not described above are not valid reasons for bus pass suspension.

- 11. If an employee notifies (COMPANY OR AGENCY) that their bus pass is lost or stolen, (COMPANY OR AGENCY) will direct the employee to contact BC Transit with the pass holder’s name and card number to arrange for issuance of a replacement pass. A \$25 replacement fee to BC Transit applies.

All notices and communications between BC Transit and (COMPANY OR AGENCY) will be in writing and will be deemed to have been sufficiently given or made if received by the person to whom they are addressed or if sent by mail or facsimile transmission addressed as follows:

To the Corporation:
COMPANY OR AGENCY
ADDRESS
CITY
Attention:
Fax: Phone:

To the Contractor:
BC Transit
520 Gorge Rd. East
PO BOX 610
Victoria, BC V8W 2P3
Attention: Propass Program
Fax: (250) 995-5639 Phone: (250) 995-5682

Or to such other addresses as the parties may notify each other in writing. Notices or communications sent by mail shall be deemed to be received on the fifth (5th) business day after mailing.

Agreed as above by the (COMPANY OR AGENCY) and BC Transit and evidenced by the signatures below:

COMPANY OR AGENCY

Signing Officer

Date



Appendix II - Standard Educational Institution Bus Pass Agreement

EDUCATIONAL INSTITUTION SALES AGREEMENT FOR BUS PASSES

THIS AGREEMENT MADE BETWEEN:

BRITISH COLUMBIA TRANSIT
520 Gorge Road East, PO Box 610
VICTORIA, BRITISH COLUMBIA V8W 2P3
(Hereinafter referred to as **BC Transit**)
OF THE FIRST PART

AND: **INSTITUTE**
Address
City, Province Postal Code
(Hereinafter referred to as **Institution**)
OF THE SECOND

PART

WHEREAS BC TRANSIT will retain the services of the Institution to sell Monthly Passes at a discounted rate to qualifying students only upon the terms and conditions set out herein:

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:

1. DEFINITIONS

MONTHLY PASSES means any monthly bus pass valid for use on the Victoria Regional Transit System issued by BC Transit for sale to qualifying students at the prices established by BC Transit from time to time.

2. LOCATIONS

The Institution agrees to sell the Bus Passes only at its location at:

Institution
Address
City, Province
Postal Code

3. SUPPLY OF BUS PASSES TO THE INSTITUTION

On or before the 10th day of each month, the Institution shall place an order with BC Transit in accordance with this Agreement for an appropriate supply of Monthly Passes.

On or before the 15th day of each month BC Transit will deliver to the Institution a supply of Monthly Passes for use in the following calendar month in quantities

deemed to be appropriate. These Monthly Passes and the proceeds from the sales of the Monthly Passes shall be held in trust for the benefit of BC Transit. The Institution agrees that it shall be solely responsible for the Monthly Passes delivered to it by BC Transit and for any moneys collected from the sale of the Monthly Passes. The Institution shall bear the risk of loss, whether such loss is occasioned by theft, forgery, fraud, negligence or other similar or dissimilar causes.

4. BUS PASS SALES

The Institution will sell the Monthly Passes to qualifying students only, at such prices and they will, be subject to such conditions, as established by BC Transit from time to time. The Institution shall not allow unsold Monthly Passes to be used for travel on the Victoria Regional Transit System. Only one pass may be sold each month to any qualifying student. Lost passes will not be replaced. Passes are non-refundable.

5. QUALIFYING STUDENTS

To be eligible to purchase a Post Secondary School pass students

- Must be enrolled in a program, which includes a minimum of 20 hours per week attendance at the institution.
- Said program must have a minimum duration of 3 consecutive months.

It is the responsibility of the institution to ensure that these requirements are met. Failure to do so could result in cancellation of this agreement.

6. REGULATIONS

The Institution agrees to keep informed of and be bound by the rules and regulations of BC Transit pertaining to the Bus Passes as amended from time to time and to provide services hereunder in accordance with instructions, directives, and procedure manuals from time to time provided by BC Transit.

7. BUS PASS SALES REPORT AND PAYMENT

At the end of each monthly sales period, the Institution will remit to BC Transit:

- a complete Bus Pass Report & Invoice, in the format as prescribed by BC Transit from time to time,
- all unsold Monthly Passes,
- the amount owing for the Monthly Passes sold, calculated in accordance with procedures established by BC Transit, and
- a list of detailing pass number and students name purchasing each pass.

An Institution over 30 days in arrears will not be issued additional passes until the account is paid in full.

8. STATUS OF INSTITUTION

The Institution shall be an independent contractor whose authority is strictly limited to the purposes specified herein. The Institution is not an employee, agent,

representative, joint venture, or partner of BC Transit and has no power to bind BC Transit by a contract or otherwise.

9. OWNERSHIP OF THE BUS PASSES

All Passes, delivered to the Institution are entrusted to the Institution on the following terms:

- (a) Passes shall be and remain the property of BC Transit until sold by the Institution under this agreement.
- (b) All proceeds from the sale of Passes shall be held by the Institution in trust for BC Transit, and the Institution shall be accountable therefore as provided in this Agreement, and
- (c) All Passes delivered by BC Transit to the Institution hereunder shall be received by the Institution and held at its own risk. The Institution shall be solely responsible for any loss to BC Transit resulting from theft, disappearance, destruction or other loss howsoever for such Passes.

10. INDEMNIFICATION

The Institution shall indemnify and hold BC Transit harmless from any and all damages, claims, actions and judgments of any kind or nature arising from or relating to the Institution's acts or omissions in the sale of the Monthly Passes or as a result of a breach by the Institution of any provisions of this Agreement or of the rules and regulations of BC Transit pertaining to the Monthly Passes.

11. INSURANCE

The Institution shall insure and keep insured with a Company acceptable to BC Transit the Monthly Passes against loss or damage by Fire, Theft, Disappearance and Destruction and against such other risks such as are customarily insured for such property. The Institution shall cause such policies to be endorsed with a notation that any amounts payable under such policies shall be paid to BC Transit as its interest may appear.

12. RECORDS AND RIGHT TO EXAMINE

The Institution shall maintain current and accurate records of all operations in conjunction with Monthly sales in conformity with rules, regulations, instructions and directives of BC Transit. Such records shall be available to representatives of BC Transit upon request for inspection and/or audit.

13. ASSIGNMENT

This agreement may not be assigned or transferred by the Institution without BC Transit's prior written consent. Any assignment or attempted assignment by the Institution of the Agreement without the prior written consent of BC Transit shall render this Agreement null and void. The Institution shall report, without delay, any change in its status, which may affect its relationship with BC Transit or the sale of

the Monthly Passes. Any sale of the shares in the Institution shall be deemed as assignment under this Agreement and consent as aforesaid shall be required.

14. INUREMENT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

15. AMENDMENTS

This Agreement may be amended, in whole or in part, during the term of the Agreement with the written consent of both parties.

16. TERM

The Agreement will come into effect on *(Date)* and will remain in force until canceled. It is expressly agreed by BC Transit and the Institution that either party may terminate this Agreement by giving **30 days written** notice to the other party of its intention to do so.

17. DEFAULT

Notwithstanding Clause 15- Term, it is understood that BC Transit may terminate this Agreement at any time with no notice upon breach by the Institution of any provision of this Agreement.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Institution and BC Transit and supersede all prior agreements and understandings, oral and written, between the parties hereto or their respective representatives with respect to the matters herein and shall not be modified or amended except by written agreement signed by the parties to be bound hereby.

19. VALIDITY

If any covenant or term hereof or the application thereof to any person, or in any circumstances, to any extent is held invalid or unenforceable, the remainder of the Agreement of the application of the term, covenant or condition to any person or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby and each term, covenant and condition hereof will be valid and enforceable to the fullest extent permitted by law.

20. JOINT AND SEVERAL LIABILITY

If more than one person signs this Agreement as the Institution, the obligations of such persons herein shall be joint and several.

IN WITNESS WHEREOF the parties hereto have executed the Agreement this
*(Date)*_____.

BC TRANSIT

AUTHORIZED REPRESENTATIVE

NAME (PRINT)

POSITION

INSTITUTION

AUTHORIZED REPRESENTATIVE

NAME (PRINT)

POSITION