

## Swift card Terms & Conditions

October 2024

### General

- 1) Use of the National Express Bus Swift card ("Swift card") is subject to these Terms and Conditions.
- 2) National Express West Midlands and National Express Coventry are the trading names of West Midlands Travel Ltd ("the Company").
- 3) The use of any tickets, passes or Pay As You Go credit to travel loaded onto this Swift card are subject to the Company's [Conditions of Carriage](#).
- 4) The Company may refuse to issue a "Swift card" at its discretion. All "Swift cards" remain the property of the Company.
- 5) Drivers and officials of the Company may inspect the Swift card at any time and it must be shown on request.
- 6) The Company reserves the right to withdraw individual Swift cards, and the Swift card service at any time.
- 7) If the Swift card has been registered, the holder of the Swift card agrees to inform the Company in writing or on our online forms (see Contact Us section) within 30 days of any change to their name, address or other details. This will enable contact to be made to issue a replacement for a lost or expiring Swift card or return a found Swift card (if not cancelled).
- 8) The Company reserves the right to revise the Administration Fees related to this product without notice. The current fee is £7.50.

### Use of the National Express Bus Swift card

- 9) The Swift card cannot be used for travel unless it has been loaded with valid tickets. Swift cards with a photograph on are non-transferrable and can only be used for travel by the Registered user.
- 10) When boarding a bus the Swift card must be placed on the card reader so that the reader indicates it has been properly read by making an audible 'bleep' and showing a green light. Only when this positive confirmation of reading has been received is the user treated as having made a valid payment or proved entitlement for that journey. Swift cards must be placed on the card reader every time a customer boards a bus.
- 11) Multi-operator tickets or tickets from other travel operators may be stored on Swift cards. In such cases, the Company is not liable in any way for the correct operation of these tickets on the Swift card,

### Care of the National Express Bus Swift card

- 12) Users of the Swift card must take care of the Swift card and ensure it is not crushed, folded, placed near any strong magnetic or electric fields, allowed to get wet or be exposed to extremes of temperature.

### **Card & ticket expiry**

13) Young Person Swift cards (aged 5-15) have an expiry date, if you have a Direct Debit subscription, the Company will issue a new card once automatically through the post with a letter explaining what to do next.

14) Any 'timed' type tickets (e.g. weekly ticket) will expire when their 'end date' is reached, and a new ticket must be loaded to the Swift card.

### **Corrupt/Damaged card policy**

16) Damaged Swift cards can be replaced. If the Company believes the Swift card has been tampered with in any way, it may be withdrawn without refunding the remaining tickets.

17) Where a Swift card is faulty and the fault is not because of a failure on the part of the Registered holder to take care of it, we will endeavour to replace any unused tickets that were issued by the Company within 5 working days of being informed of the issue.

18) Where a Swift card is faulty, and the card holder has needed to pay for a journey as a consequence, the cardholder is entitled to claim a refund of the additional expense incurred, provided the faulty card is reported to Customer Services within 5 working days. Additional tickets bought for travel must be kept proving further expense has been incurred due to card failure.

19) A driver or other official of the Company is entitled to keep any Swift card which they believe has been tampered with, misused or which has become electronically unreadable.

20) Where a card malfunctions because the Company reasonably believes it has been misused or the user has failed to take care of it, the Company reserves the right to charge an Administration Fee for its replacement, and the Company will endeavour to replace any unused tickets.

21) Irrespective of the policy above, we reserve the right to withdraw the card at any time.

### **Lost or stolen Cards**

22) The loss, theft or failure of a Swift card must be notified to Customer Services at the Company by calling or completing our online forms (see Contact Us section below) as soon as possible to avoid unauthorised use.

23) The Company reserves the right to charge an Administration Fee for a replacement Swift card. All replacement cards and refunds are at the discretion of the Company.

### **Unauthorised Use**

24) The Company cannot prevent the unauthorised use of a lost or stolen Swift card until it has been reported to the Company by the Registered holder. The Registered Swift card will then be cancelled, but this may take up to 2 working days to come into effect. Until it is cancelled, the Registered holder will be liable for the unauthorised use of the Swift card.

25) The Company will not be liable for any travel costs incurred between the reporting of a lost or stolen card, its cancellation, and the receipt of a replacement Swift card.

26) Once cancelled, a Swift card cannot be 'reactivated'.

### **Refunds**

27) Refunds are only granted in exceptional circumstances and are entirely at the discretion of the Company. Refunds must be applied for in writing using our online form and if granted, a refund will always be calculated on a pro rata basis which fairly accounts for the travel used. Under exceptional circumstances, a refund may be processed via telephone at the Company's discretion. An administration charge will be made for all refunds.

### **Liability**

28) The Company's liability to the Customer is limited to the amount of credit on the Customer's card and/or the value of any remaining Season Ticket validity at any given time to the extent permitted by English Law.

29) Notwithstanding anything to the contrary contained herein, the Company shall not be liable for any loss, damage, expenses, claims, liability or costs which the Customer may suffer or incur in connection with:

a) the use or issue of Swift cards, including but not limited to the Swift card failing to reach the Cardholder by post;

b) a refusal to issue or a delay in issuing a Swift card;

c) a Swift card being 'blocked' for a justified reason, including but not limited to the Swift card being lost or stolen, if the top-up request failed, or if there is suspicion of fraud or misuse;

d) any period during which any equipment, software or system fails or is unavailable for processing the Swift card for payment;

e) a delay in refunding any payment made on your Swift card;

f) any loss or damage suffered as a result of the Customer failing to inform the Company of any change of details or any failure to inform the Company that the Swift card has been lost, damaged or stolen;

g) any loss suffered as a result of any ticket being purchased where a service fails to run for any reason;

h) the cancellation of the Customer's Swift card by the Company for any reason.

30) If a Customer cannot travel due to any equipment, software or system for Swift cards failing, the appropriate full fare will be charged by the relevant Participating Operator. Any such failure should be reported to the Company who will investigate the failure.

31) The Company shall not be liable to the Customer for any losses they may incur as a result of the Customer failing to notify The Company of a change in the Customer's personal details including the Customer's nominated bank account details.

32) Where the Customer has bought any Product using their Swift card, the Company shall have no liability to the Customer if they cannot use their ticket due to it or a service not being operational for any reason.

### **Data Protection**

33) The Company will not pass details of Registered holders to any third party except as required by law.

34) The Company will only use information that the Registered holders have supplied or derived from the use of the smartcard for administration, customer services and research, and detection and prevention of crime. Unless otherwise indicated, Registered holders agree that the Company may also contact them with updated information about the company's

services such as timetable changes, price changes, special offers, services and other related products.

**Contact Us**

Complete our online forms: <https://nxbus.co.uk/west-midlands/help-information/contact>

Phone: 0121 254 7272

Phone lines are open 9am - 5pm Monday to Friday, excluding bank holidays.

The Company reserves the right to vary these Terms and Conditions from time to time in accordance with Company policy. Please check the web site for the latest version of these Terms and Conditions.