

**Portal Terms and Conditions** October 2024

# These terms and conditions apply to online sales of tickets and passes by National Express Bus, please read through them carefully.

National Express West Midlands and National Express Coventry are the trading names of West Midlands Travel Limited (WMT Limited), registered in England and Wales with company number 02652253, and registered office at National Express Bus, Mill Lane, Birmingham B5 6DD.

All tickets and passesare issued subject to:

- the Conditions of the Travelcard Scheme
- the Conditions of Carriage

all additional or special conditions and restrictions relating to a particular ticket or pass as set out on any web pages, other notices, or publications of National Express Bus, including as to the services, dates, days, times, periods and areas for which a ticket or pass is valid.
Services provided for other operators will be subject to their conditions of carriage that

may differ from those of National Express Bus.

## **Your Account**

As an account holder, once you have registered your details, you will be able to buy tickets and passes. Each ticket bought will require the details of the person who will use the ticket, along with a photograph image for use on the Swift card (where required). This can be done by digital upload. Where a photograph is not supplied in sufficient time for an order to be processed, any payments made will be refunded less a £5 administration fee.

## Swift card Students

Student tickets and passes can be bought and used by anyone over the age of 18 years still in full time education, and 16-18 year olds who are not eligible for the 16-18 Swift card. That is, those whose households do not pay Council Tax to one of the 7 Metropolitan Borough Councils that make up the West Midlands County, which are Birmingham, Coventry, Dudley, Sandwell, Solihull, Walsall and Wolverhampton.

Full time study constitutes 12 hours or more a week. You will be asked to confirm your student ID number when buying a ticket.



National Express Bus, Digbeth, Birmingham B5 6DD | nxbus.co.uk

National Express Bus reserves the right to undertake confirmatory checks with the University or College stated within the registration process. National Express Bus also reserves the right to refuse to issue Student tickets and passes where statements are believed to be untrue.

Student tickets and passes can be used on all bus operators that are part of the nBus scheme, within their specified nBus boundary, during their valid from and to dates. Where services go outside of the nBus boundary, Student tickets and passes can be used on National Express West Midlands and National Express Coventry buses only. They are not valid on certain Special Services.

Where the Metro tram add-on has been bought, Student tickets and passes can be used on all National Express West Midlands and National Express Coventry buses, along with the West Midlands Metro tram within zones 1-4.

Students will be required to carry either a physical student ID or show a valid Yoti digital ID on their phone at all times whilst travelling. Physical student ID can include a physical photo ID card or a TOTUM card. You may be asked to show your ticket to an Inspector or any member of staff employed by the Company, West Midlands Police or the Safer Travel Team.

#### 18 & under

18 & under tickets and passes are available to anyone between the ages of 5 and 15 (inclusive) and to the holders of a valid 16-18 Swift card (network conditions apply). For those over 16, 18 & under products are only available to those that live in addresses that pay Council Tax to one of the 7 Metropolitan Borough Councils that make up the West Midlands County, which are Birmingham, Coventry, Dudley, Sandwell, Solihull, Walsall and Wolverhampton.

For holders of a 16-18 Swift card the ID number will be required at the time of purchase.

National Express Bus reserves the right to refuse to issue 18 & under tickets and passes where statements are believed to be untrue.

## Delivery

Once you have submitted your order, and it has been accepted and processed, your ticket or pass will be sent by first class mail to the address provided by the account holder. Please note that first class delivery is not guaranteed for next day delivery and so please allow up to 7 days for delivery of your tickets or passes. Bank holidays and weekends are classed as non-working days.

If your ticket or pass has not arrived 2 to 3 days before your selected start date please contact us (details below).

Where your order includes the attachment online of your photo we will aim to post your tickets or passes to you to arrive 2 to 3 working days before the start date selected for travel. If you are ordering your Student ticket or pass in advance, please note that it will only be dispatched a few days before they go on sale at our retail outlets.

Please note we do not guarantee the delivery timescales once the tickets or passes have been sent from our offices as we are reliant on Royal Mail.

National Express Bus will make every effort to ensure that your order will be handled effectively and efficiently but please check the details of your ticket or pass on receipt and report any incorrect details no later than 2 working days after the date you receive your Swift card using the contact details provided.

#### Media

Our tickets are available as mobile phone based tickets or loaded onto a Swift card. Not all tickets are available on both media.

Where tickets are supplied to a mobile device, you are responsible for providing and maintaining the device.

Additional terms applicable to mobile tickets can be found <u>here</u>. Swift Card terms and conditions can be found <u>here</u>.

#### Payment

Your payment details are processed via Opayo using their secure processing servers.

Full payment is required at the time of placing your order. Payment security features will be applied to protect card holders details in line with industry standards and those recommended by our merchant services.

#### **Price Changes**

National Express Bus reserves the right to change the prices of tickets and passes available without notice.

## **Refunds and Cancellations**

Please note that it is your responsibility to buy the correct product.

Any replacements/refunds will be subject to the Conditions of the Travelcard Scheme. Any refund will be calculated from the date the Travelcard is received at our offices less a £5

administration fee and must be applied for in writing to the address provided. If you are unable to do this immediately because of illness, a medical certificate must be included with the Travelcard to cover the period from the date you became ill.

It is your responsibility to return the Travelcard to us at your expense.

## Termination

Our termination rights: We reserve the right to terminate the Agreement if you use the service for any purpose that is unlawful or prohibited by these terms and conditions. In addition, we may at any time at our sole discretion terminate or temporarily suspend your access to all or any part of the web site, without cause.

Notification of termination: If we suspend your access to all or any part of our web site or if we terminate the Agreement we will send you notification of our intention via your email address or by letter to the address you provide on the registration page.

## Your Obligations and Responsibilities

You shall only access our website for lawful purposes and you shall be responsible for complying with all applicable laws, statutes and regulations in connection with the use of our website.

By buying a National Express Bus ticket or pass for yourself or on behalf of any other persons for whom you are responsible, you confirm to us that you are 16 years of age or over and have the legal capacity to enter into this Agreement with us and that all information you provide in respect of your use of the service is true and accurate to the best of your knowledge and belief.

You are responsible for the security of your password and for all the transactions entered into using your password through our service. You confirm that you are the authorised user of the credit or debit card used in this transaction.

## **Information Provided**

The information you provide on the registration page must be complete and accurate.

## **Use Of Ticket Ordering Service**

You may only use this service to make legitimate purchases of products.

#### Variations

National Express Bus reserves the right to vary these terms and conditions on the provision of reasonable notice to the registered holder.

#### Security

We take security very seriously. This is done both online and offline. We also take advice and liaise with relevant authorities to help reduce and prevent the fraudulent use of credit cards with our business.

We do not store credit/debit card details in any electronic format (online or offline), you will need to enter your credit / debit card details each time an order is made.

#### **Data Privacy**

We do not give or share your credit/debit card information to any third party, except for the purposes of processing your payment. The information that you supply is kept confidential.

Our Privacy Policy can be found here.

#### **Contact Details**

Tickets purchased on this website are sold by National Express Bus, Mill Lane, Birmingham B5 6DD. Our Customer Services team can be contacted on 0121 254 7272 or using our online forms <u>here</u>.

Customer complaints or concerns should be sent to Customer Relations, National Express West Midlands, Mill Lane, Birmingham B5 6DD.

## ADDITIONAL TERMS & CONDITIONS FOR SUBSCRIPTION PRODUCTS

Where your order includes a ticket application for a subscription based product, these additional terms and conditions apply.

#### **Customer Obligations**

• To ensure payment can be taken from the nominated bank account on the due date and that the bank account is in the name of the applicant. Two missed payments in a row will result in you no longer being eligible for the scheme.

• Payment for the first ticket on the Direct Debit scheme takes place by credit/debit card at the time of ordering as this allows us enough time to process your application. This does not guarantee acceptance to the scheme should you subsequently fail the credit checking process or have supplied an incorrect type of bank account for processing purposes.

• If your ticket has not arrived before your current ticket expires, you must inform the Customer Service Team on 0121 254 7272. We will issue a replacement ticket. Should you fail to notify National Express West Midlands within these timescales we will not refund travel

tickets that have been purchased as a result of tickets not arriving due to a delay in the postal service.

• To take all reasonable steps to keep your travel ticket safe. Please report any loss or theft of your Swift card to the Customer Service Team, replacements are provided for a fee of £7.50. Child Subscription accounts are entitled to one free replacement per academic year, for subsequent replacements a fee of £7.50 each. This fee may be subject to revision without prior notice. Refunds will not be given for any additional tickets bought. Replacements will only be issued at the discretion of National Express Bus. We reserve the right to refuse to issue replacements.

• To ensure that you have your valid ticket with you for every journey, no refund will be made on tickets purchased in the case of lost, stolen or forgotten tickets.

• To give at least one month's notice of amendments to bank and building society details and of change of name, address or any change to ticket subscriptions.

• To give at least one month's notice of your intention to cancel subscription payments or you may be charged an administration fee, currently £5, for bank charges incurred by National Express Bus.

#### West Midlands Travel Limited's Obligations

• With respect to ticket renewals, provided your subscription payments are paid on the agreed date, a new ticket will be provided to you at least two days prior to the expiry date shown on your current ticket.

• To give at least 10 days written notice of any price changes, except when tax changes require an immediate price change.

#### **Other Terms and Conditions**

• If you leave any subscription scheme, you may rejoin the scheme one month after your last direct payment, providing your account has no outstanding balance and has been conducted in accordance with our policy. Any subsequent application will be subject to the normal new application guidelines.

• We will not refund whole or partial amounts due to membership cancellations.

• We reserve the right to refuse any application or terminate any application should we consider the behaviour of the member to be unacceptable or abusive to staff employed by National Express Bus.

• We reserve the right to terminate payment arrangements if the scheme or the tickets are misused in any way, or if payments are not promptly and regularly paid via the nominated bank or building society account.

• Tickets are not transferable and are issued subject to the current <u>Conditions of Carriage</u> and to the Conditions of the Travelcard Scheme.

• We use the services of a Credit Reference Agency to confirm the name, address and credit status of the person applying for an account.