

Portal Terms and Conditions

November 2020

These terms and conditions apply to online sales of Travelcards by National Express West Midlands, 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 51 Bordesley Green, Birmingham, B9 4BZ.

All Travelcards are issued subject to:

- the Conditions of the Travelcard Scheme
- the Conditions of Carriage
- all additional or special conditions and restrictions relating to a particular Travelcard as set out on any web pages or other notices or publications of National Express West Midlands, including as to the services, dates, days, times, periods and areas for which a Travelcard is valid.
- Services provided for other operators will be subject to their conditions of carriage that may differ from those of National Express West Midlands.

Your Account

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

Photocard Students

Student Travelcards can be purchased 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 (n)network 16-18 Photocard. That is those who or whose parents 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 West Midlands reserve the right to undertake confirmatory checks with the University or College stated within the registration process. National Express West Midlands also reserves the right to refuse to issue Student Travelcards where statements are believed to be untrue.

Student Travelcards can be used on all National Express West Midlands buses all day every day within their specified area during their valid from and to dates, this includes National Express Coventry buses where applicable and Metro where the add-on supplement has been purchased. They are not valid on Night Services or certain Special Services.

The Metro add-on refers to the tram service that operates between Birmingham and Wolverhampton operated by West Midlands Metro.

Young Persons

Young Persons Travelcards are available to anyone between the ages of 5 and 15 (inclusive) and to the holders of network 16-18 Photocard (network conditions apply). For those over 16, Young Person 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 Photocard the ID number will be required at the time of purchase. Where TfWM has not yet issued a 16-18 Photocard then we may at our discretion allow the purchase to take place for a period of time.

National Express West Midlands reserve the right to undertake confirmatory checks regarding entitlement with Transport for West Midlands. National Express West Midlands also reserves the right to refuse to issue Young Persons Cards where statements are believed to be untrue.

Delivery

Once you have submitted your order and it has been accepted and processed, your ticket will be dispatched 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. Bank holidays and weekends are classed as non working days.

If your ticket 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 image we will endeavour to post your tickets to you to arrive 2 to 3 working days before the start date selected for travel. If you are ordering your Student Travelcard 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 Travelcards have been despatched from our offices as we are reliant on Royal Mail.

National Express West Midlands will make every effort to ensure that your order will be handled effectively and efficiently but please check the details of your Travelcard on receipt and report any incorrect details no later than 2 working days after the date you receive your Photocard and/or Travelcard 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 here](#). Swift Card terms and conditions can be [found here](#).

Payment

Your payment details are processed via SagePay 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 West Midlands reserves the right to change the prices of tickets available without notice.

Refunds and Cancellations

Please note that the onus is on you to purchase 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 e-mail address or by letter to the address you provide on the registration page.

Your Obligations and Responsibilities

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

By purchasing a National Express West Midlands Travelcard 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 West Midlands 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 West Midlands, Card Systems, 51 Bordesley Green, Birmingham B9 4BZ. Our Customer Service team can be contacted on 0121 254 7272, email buspass@nationalexpress.com

Customer complaints or concerns should be sent to Customer Relations, National Express West Midlands, 51 Bordesley Green, Birmingham B9 4BZ.

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 successive rejections 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 £5.00. Child Subscription accounts are entitled to one free replacement per term for subsequent replacements a fee of £5 each. This fee may be subject to revision without prior notice. Refunds will not be given for any additional tickets purchased. Replacements will only be issued at the discretion of National Express West Midlands. 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 cease subscription payments or you may be charged an administration fee, currently £5, for bank charges incurred by National Express West Midlands.

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 apply for the 12 month subscription then the scheme has a minimum contract term when joining of 12 months from your initial start date. Should you leave the scheme within 12 months of joining National Express West Midlands reserves the right to charge an administration fee of £30 to cover our costs.
- 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 West Midlands.

- 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 Conditions of Carriage 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.
- Tickets may be suspended for a minimum of one full calendar month and up to a maximum of six months provided you give one month's notice where not subject to a minimum period. Otherwise your account will be closed and a new application will need to be submitted. National Express West Midlands reserves the right to charge an administration fee for this service.