

Smartcard Terms & Conditions

November 2014

General

- 1) Use of the National Express Bus smartcard ("Smartcard") 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 entitlements to travel loaded onto this smartcard are subject to the Company's Conditions of Carriage.
- 4) The Company may refuse to issue a "Smartcard" at its discretion. All "Smartcards" remain the property of the Company.
- 5) Drivers and officials of the Company may inspect the Smartcard at any time and it must be shown on request.
- 6) The Company reserves the right to withdraw individual Smartcards, and the Smartcard service at any time.
- 7) If the Smartcard has been registered the holder of the Smartcard agrees to inform the Company in writing or by email (see Contact Us section) within 14 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 Smartcard or return a found Smartcard (if not cancelled).
- 8) The Company reserves the right to revise the Administration Fees related to this product without notice. The current fee is £5.00.

Use of the National Express Bus smartcard

- 9) The Smartcard cannot be used for travel unless it has been loaded with valid tickets. Smartcards with a photograph on are non-transferrable and can only be used for travel by the Registered user.
- 10) On boarding a bus the Smartcard 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. Smartcards must be placed on the card reader every time a passenger boards a bus.
- 11) Multi-operator tickets or tickets from other travel operators may be stored on Smartcards. In such cases, the Company is not liable in any way for the correct operation of these tickets on the Smartcard, and is not responsible for their replacement or refund in the event of the Smartcard being lost or damaged.

National Express West Midlands
51 Bordesley Green
Birmingham
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Care of the National Express Bus smartcard

12) Users of the Smartcard must take care of the Smartcard 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) Smartcard media has an expiry date and the Company will contact the Registered holder (if the Smartcard has been registered) in advance to arrange for an issue of a new Smartcard and for any outstanding tickets to be transferred.

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 Smartcard.

15) Any 'stored' type tickets (e.g. 10 journey tickets) will expire if not used within 12 months of purchase, and no refunds will be given for tickets which remain unused after this time. However, if further tickets of this type are added to the Smartcard by topping up, the life of all such tickets remaining on the card at that point will be extended for 12 months from the date of the last top up.

Corrupt/Damaged card policy

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

17) Where a Smartcard is faulty and the fault is not because of a failure on the part of the Registered holder to take care of it, it must be returned to the Company before a new card can be issued free of charge and we will endeavor to replace any unused tickets that were issued by the Company within 5 working days of receipt.

18) Where a Smartcard is faulty, and the card holder has been obliged 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 Smartcard services within 5 working days. Additional tickets purchased for travel must be retained proving further expense has been incurred due to card failure.

19) A driver or other official of the Company is entitled to retain any Smartcard 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 endeavor 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 Smartcard must be notified to Smartcard Services at the Company by calling or emailing (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 Smartcard.

For a Registered Card only that is valid for a minimum period of 28 days and has at least 7 days validity remaining at the time of notification to the Company, a refund will be provided. This refund will be calculated from the date the Company is notified or the last use of the product (whichever is later). 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 Smartcard until it has been reported to the Company by the Registered holder and only if the Smartcard has been previously registered. The Registered Smartcard 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 Smartcard.

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 Smartcard.

26) Once cancelled, a Smartcard cannot be 're-activated'.

Refunds

27) To apply for a refund, the smartcard must be returned to National Express West Midlands.

Refunds are only granted in exceptional circumstances and are entirely at the discretion of the Company. Refunds must be applied for in writing and if granted, a refund will always be calculated on a pro rata basis which fairly accounts for the travel used. 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 Smartcards, including but not limited to the Smartcard failing to reach the

Cardholder by post;

b) a refusal to issue or a delay in issuing a Smartcard;

c) a Smartcard being 'blocked' for a justified reason, including but not limited to the Smartcard 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 Smartcard for payment;
 - e) a delay in refunding any payment made on your Smartcard;
 - 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 Smartcard 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 Smartcard by the Company for any reason.
- 30) If a Customer cannot travel due to any equipment, software or system for Smartcards 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 purchased any Product using their Smartcard, 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

E-mail: smartcards@nationalexpress.com

Phone: 0121 254 6363

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.