

#BYTRAM SEASON TICKET TERMS AND CONDITIONS

1. These terms and conditions

1.1 What these terms cover. #ByTram is a season ticket scheme operated by Tramlink Nottingham Ltd ("**Tramlink**") giving entitlement to annual travel on the Nottingham Express Transit system ("**NET**") ("**Scheme**"). These Terms and Conditions apply to:

- (a) the purchase of the #ByTram season tickets ("**Season Ticket**") through our website thetram.net ("**Our Site**") both by individuals for their use to travel on NET ("**Season Ticket Holder**") and by organisations that provide Season Tickets to qualifying individuals ("**Season Ticket Provider**") (such individuals being Season Ticket Holders for the purposes of these terms); and
- (b) the issue (including download of paperless tickets ("**Mobile Tickets**") to our mobile application NETGO ("**App**") installed on your mobile device) and use of Season Tickets for travel on NET.

Tramlink may at any time amend any part of these Terms and Conditions. All revised Terms and Conditions will apply immediately and it is your responsibility to regularly review the Terms and Conditions in case there are any changes. A copy of the latest version of the Terms and Conditions will be available at www.theTram.net.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide Season Tickets to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

1.3 Are you a Season Ticket Provider or a Season Ticket Holder? In some sections of these Terms and Conditions different terms will apply depending on whether you are a Season Ticket Provider or Season Ticket Holder. Provisions specific to Season Ticket Providers only or to Season Ticket Holders only are specified as such in the relevant clauses.

1.4 If you are a Season Ticket Provider this is our entire agreement with you. If you are a Season Ticket Provider these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Tramlink which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. Information about us and how to contact us

2.1 Who we are. We are Tramlink Nottingham Limited, a company registered in England and Wales. Our company registration number is 07599425 and our registered office is at 4th Floor, 105 Piccadilly, London, W1J 7NJ. Our registered VAT number is 123897883.

2.2 How to contact us. You can contact us by telephoning our customer service team at 0115 824 6060 or by writing to us at info@thetram.net or at 4 King Street, Nottingham ("**Travel Centre**").

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1 How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us, and each order accepted will result in a separate contract.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this in writing and will not charge you for the Season Ticket. This might be, for example, because of unexpected limits on our resources which we could not reasonably plan for, or because a credit reference we have obtained for you does not meet our minimum requirements.

3.3 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.4 We only sell to the UK. Our Site is solely for the promotion of Season Tickets in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4. Providing the Season Tickets

4.1 When we will provide the Season Tickets. Once we have accepted your order, Season Tickets will be issued as follows:

(a) **If you are a Season Ticket Provider.** If you are a Season Ticket Provider we will send you an email which will:

(i) include a code which can be provided to your Season Ticket Holders who wish to download a Mobile Ticket to their mobile device via the App; and

(ii) include a form of letter which you can issue on your headed notepaper to those of your Season Ticket Holders who wish to collect their Season Ticket from the Travel Centre.

(b) **If you are a Season Ticket Holder.** If you are a Season Ticket Holder, depending on which procedure you selected during the order process we will either:

- (i) send you an email which you will need to either print off and produce or display on your mobile device at the Travel Centre, along with an appropriate form of ID in order to collect your Season Ticket; or
- (ii) send you an email containing a link to the App (if this is the first time you have applied to download a Mobile Ticket to your mobile device you will first need to download the App) and a code which you should input into the App in order to download your Mobile Ticket onto your mobile device.

4.2 Buying Mobile Tickets. When you are buying a Mobile Ticket you must check that your mobile device is compatible with the requirements of our Mobile Tickets as set out on Our Site before making your purchase. Due to the wide variety of mobile devices and networks we are unable to offer technical support or assistance. You may incur data usage charges from your mobile network provider for downloading a ticket. You should check with your network provider as to what charges may apply. In order to travel on NET, travellers must present a valid ticket and therefore it is the responsibility of the Season Ticket Holder to ensure your Mobile Ticket is stored on your mobile device at all times during its period of validity and that it is not deleted, as duplicate or replacement Mobile Tickets will not be provided.

4.3 We are not responsible for delays outside our control. If our supply of Season Tickets is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Season Ticket(s) you have paid for but not received.

4.4 We may suspend operation of Season Tickets if you do not pay. If you do not pay us for the Season Ticket(s) when you are supposed to (see clause 9.3) and you still do not make payment within 10 days of us reminding you that payment is due, we may suspend your Season Ticket(s) until you have paid us the outstanding amounts. We will contact you to tell you we are suspending your Season Ticket(s). We will not suspend the Season Ticket(s) where you dispute the unpaid amount. As well as suspending the Season Ticket(s) we can also charge you interest on your overdue payments (see clause 9.5).

4.5 General Conditions of Issue and Use. The issue to and the use of Season Tickets by Season Ticket Holders is subject to the General Conditions of Issue and Use set out in Appendix 1 below.

5. Your rights to end the contract

5.1 You can always end your contract with us. Your rights when you end the contract will depend on whether there is anything wrong with the Season Ticket, how we are performing, when you decide to end the contract and whether you are a Season Ticket Holder or Season Ticket Provider:

- (a) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 5.2;**
- (b) **In all other cases (if we are not at fault), see clause 5.3.**

5.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below, the contract will end immediately and we will refund you in accordance with clauses 6.3 to 6.5, and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the Season Tickets or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the Season Ticket you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the Season Ticket(s) may be significantly delayed because of events outside our control;
- (d) we have suspended operation of the Season Ticket(s) for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or
- (e) you have a legal right to end the contract because of something we have done wrong.

5.3 Ending the contract where we are not at fault. Even if we are not at fault, you can still end the contract before it is completed, but you may have to pay us compensation equivalent to the discount you have received to be a member of the Scheme. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault, just contact us to let us know. The contract will end immediately and we will make a refund in accordance with clauses 6.3 to 6.5.

6. How to end the contract with us

6.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on 0115 824 6060 or email us at info@thetram.net. Please provide your name, home address, details of your Season Ticket(s) and, where available, your phone number and email address.
- (b) **By post.** Simply write to us at the Travel Centre, including details of your Season Ticket(s), when you ordered or received it and your name and address.

6.2 Returning Season Tickets after ending the contract. If you end the contract for any reason or if you are a Season Ticket Holder who has been provided with your Season Ticket by a Season Ticket Provider and you cease to be a qualifying Season Ticket Holder in respect of your Season Ticket Provider:

- (a) **If you are a Season Ticket Holder with a physical Season Ticket** – except as set out in clause 6.3, you must either return your Season Ticket to us or notify us of the details of your Season Ticket in order that it can be cancelled;
- (b) **If you are a Season Ticket Provider** – you must return to us any unissued Season Tickets and any Season Tickets returned to you in accordance with clause 6.3;
- (c) **In the case of Mobile Tickets** – we will deactivate the Mobile Ticket within 5 days of the date the contract is terminated or the date we receive notice of a Season Ticket Holder ceasing to qualify through their Season Ticket Provider.

6.3 Availability of refunds. Refunds are available on Season Tickets in accordance with the standard refunds policy which was in force at the time of the applicable Season Ticket purchase. Our current standard refunds policy can be found [*here*](#). Where your employer/ex-employer has financed your Season Ticket and you are repaying by way of salary sacrifice, it is your employer/ex-employer who is entitled to claim the refund and you must, where possible, return your Season Ticket to your employer/ex-employer who will apply for a credit note. Where you are paying for your Season Ticket under any Direct Debit scheme offered by us, no refund will be paid and you should ensure that you cancel the Direct Debit before the next month's payment is taken.

6.4 How we will refund you. Refunds will be issued via the same payment method as that by which the Season Ticket was purchased; if purchased by debit/credit card, the amount will need to be refunded to the same card. In order to claim a refund you must notify us either by returning the Season Ticket(s), or giving details of the Season Ticket(s) to be cancelled, and we will cancel the Season Ticket(s) with effect from the date of notification. If you have purchased your Season Ticket directly from the Travel Centre then, in this case, a refund can only be obtained from the Travel Centre. In the case of obtaining a refund at the Travel Centre, if you no longer have your original receipt, then please bring a bank statement as proof of purchase and a valid form of ID.

6.5 When your refund will be made. We will make any refunds due to you as soon as possible after you notify us pursuant to clause 6.4 above or (providing you give us proof of purchase as required) at the time of attendance at the Travel Centre.

7. Our rights to end the contract

7.1 We may end the contract if you break it. We may end the contract at any time by writing to you if you do not make any payment to us when it is due and you still do not make payment within 10 days of us reminding you that payment is due.

8. If there is a problem with the Season Ticket

How to tell us about problems. If you have any questions or complaints about your Season Ticket, please contact us. You can telephone our customer service team at 0115 824 6060 or write

to us at info@thetram.net or at the Travel Centre. Alternatively, please speak to one of our staff in-store at the Travel Centre.

9. Price and payment

9.1 Where to find the price for Season Tickets. The price of Season Tickets (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the Season Ticket advised to you is correct. However please see clause 9.2 for what happens if we discover an error in the price of the Season Ticket you order.

9.2 What will happen if we got the price wrong. It is always possible that, despite our best efforts, Season Ticket prices shown on Our Site may be incorrect. We will normally check prices before accepting your order so that, where the Season Ticket's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Season Ticket's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

9.3 When you must pay and how you must pay. We accept payment with the credit and debit cards and other methods of payment listed on Our Site from time to time. All Season Tickets purchased through Our Site must be paid for prior to collection unless you are paying in instalments by way of Direct Debit.

9.4 No right of set-off if you are a Season Ticket Provider. If you are a Season Ticket Provider you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9.5 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

10. Our responsibility for loss or damage suffered by you if you are a Season Ticket Holder

10.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

10.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach

of your legal rights in relation to Season Tickets or our services, including the right to receive Season Tickets and services which are as described and match the information we provided to you, and are supplied with reasonable skill and care.

11. Our responsibility for loss or damage suffered by you if you are a Season Ticket Provider

11.1 Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

11.2 All terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

11.3 Subject to clause **11.1**:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to a sum equivalent to the total sums paid by you for Season Ticket(s) under such contract.

12. How we may use your personal information

12.1 **How we will use your personal information.** We will only use your personal information as set out in our *privacy policy*.

13. Other important terms

13.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

13.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

- 13.3 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 13.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things, and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Season Ticket(s), we can still require you to make the payment at a later date.
- 13.6 Which laws apply to this contract and where you may bring legal proceedings if you are a Season Ticket Holder.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 13.7 Which laws apply to this contract and where you may bring legal proceedings if you are a Season Ticket Provider.** If you are a Season Ticket Provider, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

Appendix 1 General Conditions of Issue and Use of Season Tickets

When you use your Season Ticket for travel on NET services, you must do so in compliance with the NET Conditions of Carriage and the NET Byelaws (copies of which can be obtained from the Travel Centre or can be seen at www.theTram.net) in addition to these Terms and Conditions.

The Season Ticket is and remains the property of Tramlink at all times.

Tramlink may at its sole discretion, at any time and without notice to you, deactivate, cancel or suspend the right to use your Season Ticket or refuse to reissue, renew or replace the Season Ticket if Tramlink has reason to believe that you are in breach of these Terms and Conditions and/or any applicable legislation or regulations. In such circumstances, the Season Ticket must be returned to Tramlink immediately. Tramlink does not accept any liability for the direct or indirect consequences arising from any deactivation, suspension or cancellation of a Season Ticket in accordance with these Terms and Conditions.

You may not transfer the Season Ticket to any other person and Season Tickets must be used only by the person named on the Season Ticket. Travelling on someone else's Season Ticket is fraud and Tramlink reserves the right to cancel any Season Ticket and participation in any Direct Debit scheme offered by Tramlink and hotlist the Season Ticket (this means it will no longer work or be accepted on NET) should such activity be discovered. You are responsible for the use of your Season Ticket and anybody found to be using a Season Ticket fraudulently may be liable for possible prosecution and Tramlink may seek to recover the value of fraudulent journeys taken.

At the time of travel on NET the Season Ticket must be presented to and placed on the electronic reader of the validator located at the tram stop where you begin your journey to verify entitlement to travel. You will not be able to travel on NET until the electronic reader has read the Season Ticket and validated its travel rights.

Season Tickets that do not read will not be accepted and a charge for the journey will be applicable. You will not be able to continue to travel on the tram service until payment for the journey has been made or you may be asked to alight from the service and you may be subject to a penalty fare.

You must have your Season Ticket available for inspection when travelling at any time, and when requested must show it to a member of staff, ticket inspector or other authorised officer and allow it to be read by any electronic reading device. Failure to do so may result in the issue of a penalty fare. Where your Season Ticket is a Mobile Ticket, it is your responsibility to ensure that you carry your mobile device on the relevant journey and that your mobile device is charged, functional, displaying the correct date and time and that you are able to display the ticket on your mobile device for inspection and scanning when you travel. Mobile Tickets must be activated from within the App before travel in order to validate the Mobile Ticket. The mobile device must be capable of running the App and clearly presenting the Mobile Ticket in a legible manner. By purchasing a Mobile Ticket, you agree to cooperate with the ticket inspector and let him/her clearly view and scan the Mobile Ticket on your mobile device and you acknowledge that you may be requested to hand over your mobile device voluntarily for inspection and scanning. If you do not produce your Mobile Ticket or hand over your mobile device upon a request to do so by the ticket inspector, the ticket inspector shall be entitled to consider that you are travelling without a ticket.

Tramlink may at its sole discretion withdraw any Season Ticket if it believes that it has been intentionally misused, damaged, defaced, altered or tampered with in any way. In such circumstances, you will not be entitled to a refund of any remaining value on the Season Ticket.

The Scheme may be withdrawn at any time at Tramlink's sole discretion. You will be entitled to a refund in accordance with the provisions of clauses 6.3 to 6.5 and no administration fee will apply where the Scheme is withdrawn by Tramlink.

REPLACEMENT OF LOST, DAMAGED OR STOLEN SEASON TICKETS

If you lose your Season Ticket or it is stolen you must report this immediately to the Travel Centre and in the case of theft you should also report this to the police.

In the event of loss or theft of your Season Ticket or in the event that it becomes damaged, illegible or defective (in the latter case such that it can no longer be read by the electronic readers used by Tramlink) then you may make an application in person at the Travel Centre for a replacement.

There is a charge of £5 payable for the replacement of any Season Ticket.