



TRAVELMASTER TERMS & CONDITIONS OF SALE & USE

SCR TICKETING COMPANY LIMITED

VALID FROM MAY 01 2019

TERMS AND CONDITIONS OF SALE AND USE

These terms and conditions (the "Terms") [the Website Terms of Use, Privacy Policy] and any documents referred to in these Terms (together the "Contract") will apply to all purchases of TravelMaster products, howsoever branded ("Products") by any person or organisation ("You", "Your") from SCR Ticketing Company Limited ("We", "Us", "Our") or any organisation or company selling the Products on Our behalf (e.g. the South Yorkshire Passenger Transport Executive, train operating companies, tram operators and bus operators). These Terms will apply regardless of whether You buy a Product at any TravelMaster Point of Sale, through our website or through a Third-Party Retailer's system and regardless of the medium on which the Product is supplied (i.e. paper, smartcard or mobile ticket) to the exclusion of all other terms (such as terms implied by course of dealing).

Please read these Terms carefully before You purchase any Products from Us as they explain important information about the basis on which We sell Products to You. You should print and save a copy of these Terms for Your records.

Please pay particular attention to sections 1, 3, 6 and 9.

By purchasing any Products from Us, You are agreeing to be bound by these Terms. If You do not accept the Terms, you should not purchase Products from Us.

We have the right to refuse to sell or renew any Product to You for any reason.

We may change these Terms from time to time so please check that you are happy with the Terms each time you purchase a Product from Us. Any changes to these Terms will not affect Your previous purchases.

1 IMPORTANT INFORMATION ABOUT THE PRODUCTS

- 1.1 The Products We sell are tokens for use on public transport services supplied by bus, tram and rail operators ("Operators"). We do not sell services and the Products do not represent an entitlement to travel on any specific service. All services (including routes and frequencies) are within the complete discretion of the Operators.
- 1.2 The media onto which Our Products are issued, unless stated otherwise or issued by another Agent, remains the property of TravelMaster.
- 1.3 The use of all Products is subject to the conditions of carriage of the Operator howsoever branded for each journey You make. Please read the Operator's conditions of carriage before travelling on any of its services.
- 1.4 Operator Validity:
 - 1.4.1 Bus valid Products are valid on services Operated by Arriva Yorkshire, First South Yorkshire, Hulleys of Baslow, Sheffield Community Transport, TM Travel, Stagecoach Yorkshire, Stagecoach East Midlands, Watersons Coaches, Globe Holidays, Isle Coaches, Powells Bus Company and any other Operators from time to time with details published at sytravelmaster.com.
 - 1.4.2 Tram valid Products are valid on services operated by Stagecoach Supertram.
 - 1.4.3 Rail valid Products are valid on services operated by Cross Country Trains, East Midlands Trains, Transpennine Express and Arriva Rail North.
- 1.5 Rail users will also be subject to the National Rail Conditions of Carriage and Products will remain valid on any subsequent franchise holder for the above 4 Train Franchises.

2 GENERAL VALIDITY OF PRODUCTS

- 2.1 It is Your responsibility to ensure that You have purchased the right Product for the journey You intend to make prior to departure.
- 2.2 What transport can I use my Product on?
 - 2.2.1 Each Product is valid for specific forms of public transport with selected Operators. You can only use Your Product on the types of transport and with the Operators specified for Your Product. The Products can only be used for standard class travel.
 - 2.2.2 Products cannot be used for travel on services designated as school services, any controlled rail (Reservation required) services or on any 'special' services which the Operator specifies from time to time. Please note that the Operators have complete discretion over what services are included within a Product's validity and We have no control over this.
- 2.3 Where can I travel using my Product?
 - 2.3.1 All of our Products are subject to geographical zone boundaries and each Product is valid only for a specific zone (see table at paragraph 3.1 below). You should not attempt to use any Product outside of its allocated zone. All information on the zones that apply to each Product can be found at www.sytravelmaster.com, in leaflets at any Travel South Yorkshire Interchange (subject to availability) or by ringing Traveline on 01709 51 51 51 between the hours of 8.30am to 6.00pm, 7 days a week. We may alter the boundaries of the zones from time to time, but this will only affect Products purchased after the changes were made.

2.3.2 Products that include rail travel can only be used for journeys to or from stations at which passengers can board or alight. They cannot be used as part-payment for journeys that go beyond a Product's valid zone(s), except as payment for travel between two or more stations within the valid zone where You have purchased a valid ticket for the rest of the journey at the time of departure. For example, if you purchase a Product that is valid for rail travel in the South Yorkshire TravelMaster zone and You want to travel from Sheffield to Leeds on a train that stops at Barnsley, you could use the Product as part payment in respect of Your journey from Sheffield to Barnsley, provided that You have a valid ticket from Barnsley to Leeds at the time of departure from Sheffield.

2.4 When can I use my Product?

2.4.1 Products are valid for the date(s) shown on the Product only and can be used during normal service times. Products are not valid for travel on any late-night services (for which the bus number will usually start with a "N") unless specifically stated.

3 SPECIFIC CONDITIONS FOR SPECIFIC PRODUCTS

3.1 Zones and transport Methods

Product	Bus Included?	Rail Included?	Tram Included?	Valid Zones
BConnect	Yes	No	No	Barnsley TravelMaster Zone
CityBus	Yes	No	No	Sheffield TravelMaster Zone
CityWide	Yes	No	Yes	Sheffield TravelMaster Zone
DonConnect	Yes	No	No	Doncaster TravelMaster Zone
GetAbout	Yes	No	Yes	GetAbout TravelMaster Zone
GetAbout+	Yes	Yes	Yes	GetAbout TravelMaster Zone
RConnect	Yes	No	Yes	Rotherham TravelMaster Zone
SYConnect	Yes	No	Yes	South Yorkshire TravelMaster Zone
SYConnect+	Yes	Yes	Yes	South Yorkshire TravelMaster Zone

3.2 Other specific terms

Product	Other Specific Conditions
GetAbout & GetAbout+	<p>These Products may only be issued and used by persons aged 5 - 19 years on presentation of a valid entitlement card.</p> <p>We will only accept the following entitlement cards:</p> <ul style="list-style-type: none"> - MegaTravel Pass - 16-18 Travel Pass
18-21 Discount Card	<p>Some products under 3.1 may be issued at a discounted rate to customers holding a TravelMaster18-21 Discount Card.</p> <p>These discounted products may only be issued and used by people up to the day before their 22nd birthday.</p>

3.2.1 All the above Products, except those included in the table at section 3.2 or those issued to a photocard, are issued on a transferable basis, meaning that they can be used by people other than the person to whom they were issued.

3.2.2 All the Products included in the table at section 3.2, or those issued to a photocard, are issued on a non-transferable basis, meaning that they cannot be used by anybody other than the person to whom they were issued. They will be issued onto or against a specified photo card bearing a photo of You that You will be required to present with each use.

3.2.3 To purchase any Product which is subject to an age restriction, You will need to provide valid proof of age. We accept passports, driving licences and scanned copies of Birth Certificates.

3.2.4 It is Your responsibility to ensure that You provide correct and up to date details on purchase and that Your photo bears a true likeness to You.

4 USING OUR PRODUCTS

4.1 All Products (whether on paper, mTicket, or smartcard) must be presented to the driver / conductor / inspector / guard on request during Your journey (including on boarding any bus) along with Your photocard / proof of entitlement (if required for a specific product – see 3.2 above).

4.2 Possession of a Product does not give You priority over any other passengers.

4.3 You must ensure that You purchase a valid Product before Your journey, via an on-board Electronic Ticketing Machine, Handheld Validator or Validation App immediately on boarding the service or when requested by an authorised person on board the service. If You do not do so, You will be travelling without a valid ticket and may be liable to pay a standard/penalty fare.

4.4 Special Conditions for Products Issued on Smartcards

- 4.4.1 If Your Product is issued on a smartcard, you must present the smartcard on the smart reader on board the service. If you do not do this, Your Product will not be valid and You may be liable for a standard/penalty fare for travelling without a valid ticket.
- 4.4.2 It is Your responsibility to ensure that your smartcard is loaded with the correct Product and that Your Product is valid for any journeys you intend to make.
- 4.4.3 If You have a valid Product and Your smartcard does not work, or the smart reader on board a service does not work, You may be charged for Your journey. Please retain Your smartcard / proof of purchase and contact Us if this happens.
- 4.5 Special Conditions for Products Issued on Paper
- 4.5.1 Some Products are issued onto scratch cards. It is Your responsibility to ensure the Product is correctly validated for each journey [- i.e. by scratching off the appropriate date of travel and appropriately laminating the scratch card.
- 4.5.2 It is Your responsibility to ensure that any paper Product remains legible. Operators may not accept damaged or defaced paper Products and no refund or replacement will be provided for damaged or defaced paper Products.
- 4.6 Special Conditions for Products Issued as an mTicket
- 4.6.1 Some Products are issued as an mTicket through the First m-Tickets App (www.firstgroup.com/buy-ticket/mtickets-fags) and the Stagecoach Bus App (www.stagecoachbus.com/app) and You should ensure You agree to their respective Terms of Use/Trading before You Purchase Your Product.
- 4.6.2 Products must be purchased through the App in advance of travel. Purchasing Mobile Tickets requires either a WiFi or cellular data connection in order to complete payment and download of the ticket(s) to Your Smartphone – it is Your responsibility to ensure You have a compatible device and a live connection and You will be liable for the full standard fare if You fail to present a valid Product on boarding.
- 4.6.3 It is Your responsibility to ensure that Your device has adequate charge to enable the presentation of Your Product when You board and at any time subsequently during Your journey if requested to by an authorised person. If Your device runs out of power you may be liable to pay the full fare for your journey.
- 4.6.4 Mobile Apps are free for You to download; however, data charges may be incurred to you by your network provider. You are responsible for any such costs and We will not take responsibility for any connectivity issues you may experience.
- 4.6.5 For support with m-ticket Apps you should contact the operator of the App You are using via the links provided in 4.6.1.
- 4.7 Special Conditions for Products Issued to a Smartcard via the 'TravelMaster Download App'
- 4.7.1 Some Products can be purchased online at sytravelmaster.com. You may choose to load these Products to a smartcard, under which the conditions at 4.4 apply, via the Near Field Communication functionality of compatible smartphones.
- 4.7.2 It is Your responsibility to ensure that You have selected the correct Product for Your Intended Journey and that You have loaded Your Product to Your smartcard prior to boarding a service.
- 4.7.3 It is Your responsibility to ensure you have access to a compatible NFC enabled device prior to making a purchase and We will ensure that we make this requirement clear at all stages of Your purchase with Us.
- 4.7.4 It is Your responsibility to ensure that Your Device has adequate charge and that You have a Wi-Fi or cellular connection to enable fulfilment of Your Product prior to boarding. If You do not load your product prior to Boarding you may be liable to pay the full fare for your journey.
- 4.7.5 The TravelMaster Download App is free to download; however, data charges may be incurred to you by your network provider. You are responsible for any such costs and We will not take responsibility for any connectivity issues you may experience.
- 4.8 Special Conditions for Products Activated on First Use
- 4.8.1 Some Products can be purchased online at sytravelmaster.com. You may choose to activate these Products when you present Your smartcard to an Electronic Ticket Machine on board compatible services.
- 4.8.2 It is Your responsibility to ensure that You have selected the correct Product for Your Intended Journey and that it is valid on the service and date on which You intend to activate it.
- 4.8.3 You will not be able to activate Your Product on some services. We will publish these details and it is Your responsibility to ensure you can activate Your Product on the first boarding of Your journey before purchasing.
- 4.8.4 You will not be able to activate Your Product on first use until the next working day. We will ensure this is made clear during your purchase, but it is Your responsibility to ensure You select the correct start date for Your Product.

5 MISUSE OF PRODUCTS

5.1 You cannot use a Product:

- 5.1.1 Outside of the validity dates (i.e. before the Product's start date or after the expiry date);
- 5.1.2 Beyond the designated boundary zones;
- 5.1.3 Which has been defaced, tampered with, altered or mutilated;
- 5.1.4 That has been issued to someone else and is not transferable (i.e. because it is personalised or is subject to age restrictions);
- 5.1.5 For multiple passengers on the same service (unless specifically authorised for the Product concerned).

5.2 Where You are found to be doing any of the above prohibited acts, or We reasonably suspect that You have done any of the above, We (or any of our employees, representatives, employees of South Yorkshire Passenger Transport Executive, or any Operator's employees (including drivers, conductors, guards, inspectors and other authorised persons) (our "Employees and Representatives") can confiscate the Product and/or Your smartcard and may, but are not limited to, charge you the fare for your journey, charge you a standard or penalty fare, refuse travel or seek prosecution.

Please note that the appointment held by Employees and Representatives is irrelevant to their right to withdraw a Product, smartcard or paper counterpart and it does not matter whether such person is wearing a uniform or not.

6 REFUNDS

6.1 General points to note on refunds:

- 6.1.1 All refunds are issued at Our absolute discretion. This means that, except where the Product is faulty (see section 9) We have the right to refuse to give a refund for any reason.
- 6.1.2 No refunds will be given in respect of 1-day or 7-day Products.

6.2 Full refunds for unused Products:

- 6.2.1 You can request a full refund for any annual, Termly or 28-day Product returned to Us (and received by Us) prior to the date on which the Product becomes valid for use.

For example, if You want to return a Product that is valid from 1 December, We need to have received it, along with your proof of purchase and refund information (as explained further in section 6.6 below), by no later than 30 November in order for You to qualify for a full refund.
- 6.2.2 It is Your responsibility to ensure that You return the Product to Us in plenty of time before the start date of the Product.
- 6.2.3 If We receive a returned Product after the Product's start date, We will offer a partial refund under 6.3 of these Terms.
- 6.2.4 We reserve the right to deduct an administrative charge from any refund provided up to £5 for 28-day Products and up to £25 for annual Products.
- 6.2.5 No refunds will be issued for Products bought in error, except in accordance with paragraph 7.3 below.

6.3 Partial Refunds:

- 6.3.1 You can request a partial refund for any annual, termly or 28-day Product which has not expired at the date We receive it back.
- 6.3.2 No partial refunds will be given in respect of 7-day or 1-day Products, or for annual or 28-day Products that have expired as of the date that We receive it from You.
- 6.3.3 Any refund given will be calculated from the date that We receive the returned annual or 28-day Product to the expiry date of the Product. This will be based on the cost of the annual / 28-day Product minus the amount that would have been paid by You for a Product covering the duration that You possessed such annual or 28-day Product. You will not be entitled to a refund in respect of the period from which You stopped using the annual or 28-day Product to the date on which We receive the returned Product.
- 6.3.4 Any refund provided would be calculated by deducting the cost of a Product in respect of the period used (up to and including the date We receive it back) from the price paid for the Product.
- 6.3.5 We reserve the right to deduct an administrative charge from any partial refund provided, up to £5 for 28 Day products and £25 for annual products.

6.4 Lost or Stolen Products/smartcards:

- 6.4.1 Due to the nature of the Products and the need to minimise fraud, We do not generally offer any refunds or replacements for lost or stolen Products / smartcards, except for:
- (i). Annual Products which have a photograph of the holder. We will provide 1 free replacement and 1 further replacement at the cost of £50. The replacement Product will only be valid for the remaining unexpired period of the original Product; or
 - (ii). Personalised smartcards. All replacements will be issued at the cost of £7 and any Products written onto the original smartcard will not be replaced or refunded.

6.4.2 Any refund or replacement for a Lost or Stolen product will be made at our sole discretion on a case by case basis.

6.5 Withdrawn Products / smartcards:

6.5.1 We will not issue any refunds for Products / smartcards that have been withdrawn by Us or Our Employees and Representatives where You have, or We suspect that You have, misused the Product / smartcard. This includes using it outside of the designated travel zone for that Product, using a personalised smartcard belonging to someone else, travelling without a valid Product or defacing or damaging Your ticketing media.

6.6 Refund process:

6.6.1 To return a Product You must provide:

- (i). The smartcard/Product;
- (ii). A written request for a refund;
- (iii). Proof of purchase (i.e. your receipt [or email confirmation], bank statement etc.); and
- (iv). A completed Refund Request Form providing your full name (as it appears on your bank account), your bank account number, sort code, and an address for returning your smartcard (if applicable).

[We will only use this information for processing Your refund and We will securely delete this information once Your refund has been processed.]

- (v). You are responsible for providing Us with correct information. We will not be liable where You have provided Us with any incorrect information, including where You have provided incorrect bank account details resulting in a refund being processed to the wrong account.

6.6.2 Returns requests must be made in writing to the following address:

- (i). Refunds, TravelMaster, 11 Broad Street West, Sheffield, S1 2BQ

6.6.3 We recommend that You return any Product to Us by recorded delivery as You will be responsible for the Product until We have received it. You will also be responsible for the cost of returning the Product to Us (unless it is faulty). If You do not pay the correct postage We will not issue a refund or return the Product.

6.6.4 Where We agree to a refund, We will issue the refund by the original form of payment, if You paid by debit or credit card or otherwise by BACS. We are not able to issue any refunds in cash

6.6.5 Where possible, We will return Your smartcard to You once a refund has been issued / refused unless you specifically state that You do not want Us to do so. We will deduct £3 from any refund issued to cover the costs of postage in addition to any Administrative charge already deducted.

7 INCORRECTLY PURCHASED PRODUCTS

7.1 We will ensure that our points of sale are fit for purpose and that any automated or self-service processes used by Us or Our agents to retail Products are thoroughly tested and designed for customer ease.

7.2 We will mandate that any automated or self-service point of sale that Us or Our Agents use incorporates a three stage Product confirmation process to ensure that We supply You with a product to your own specification. We will proactively ensure the provision of accurate information at those points of sale to specifically assist You in making that selection.

7.3 We will not accept liability for any error You make in the selection of a product. Where You purchase a Product in error We may provide, at our absolute Discretion, for a grace period of up to 48 Hours during which You may request a refund or the performance of an exchange for a correct Product. You must report Your error to Us, or Our Agents, within 48-hours of Your Purchase. We will review these requests on a case by cases basis and We reserve the right to refuse to Refund, or exchange, a Product purchased in error for any reason.

7.4 We will not provide any refund outside of those covered by clause 6 if You purchase the incorrect ticket and this error is not reported in accordance with clause 7.3.

8 FAULTY & DAMAGED PRODUCTS

- 8.1 If any Product You purchase is faulty when issued or does not comply with the Contract, please contact Us as soon as possible using the contact details in section 13.
- 8.2 We will not provide a refund for products that do not work due to accidental damage (cracks, bends, and dints), general wear & tear or malicious damage.
- 8.3 Replacements for products that do not work due to accidental damage (cracks, bends and dints) or general wear & tear are provided at Our sole discretion and We have the right to refuse to provide any such replacement for any reason.
- 8.4 The refund or replacement of products for reasons outside of those provided by statute (Your 'Statutory Rights') remain at Our sole discretion.

9 PRODUCT AND MEDIA OWNERSHIP

- 9.1 The media onto which Your Product is issued, where not an mTicket, remains the property of SCR Ticketing Company Limited or of the organisation issuing the media (E.G Stagecoach Smart Cards remain the property of Stagecoach & MegaTravel Cards remain the Property of The South Yorkshire Passenger Transport Executive) – for the avoidance of doubt all Blue TravelMaster Cards and 18-21 Discount Cards remain Our property at all times.

10 OUR LIABILITY

- 10.1 Subject to section 10.3 below, if We fail to comply with these Terms or supply a Product that is not fit for purpose, We shall only be liable to You for losses that You suffer as a foreseeable consequence of Our failure.
- 10.2 The Products are a token which You can use to travel on certain public transport services. We do not provide the service and We have no control over the operations of individual Operators. Therefore, We will not be liable for any costs, loss, damage, injury or inconvenience that You sustain as a result of any acts or omissions by an Operator or its employees (including where an Operator withdraws a service, cancels a service (whether temporarily or permanently) or operates a late service) unless such failure is caused by Us directly. You must raise any concerns or complaints that You have relating to public transport services with the relevant Operator. Any remedy provided by Us in such scenarios will be at Our complete discretion and You do not have any right to a remedy from Us.
- 10.3 Nothing in these Terms excludes or limits Our liability for:
- 10.3.1 Death or personal injury caused by our negligence;
 - 10.3.2 Fraud or fraudulent misrepresentation by Us;
 - 10.3.3 Any breach of the obligations implied by The Consumer Rights Act 2015 (which states that We must have the right to sell the Products and that the Products will be sold free from any charge or encumbrance that We haven't told You about); or
 - 10.3.4 Any other matter which We are not allowed to exclude under the laws of England and Wales.
- 10.4 To the extent that You purchase a Product from Us as a business customer (i.e. as part of Your trade, business, craft or profession or on another trader's behalf), Our liability will be limited to the price of the Product and We will, under no circumstances be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
- 10.4.1 Loss of profits, sales, business or revenue;
 - 10.4.2 Loss or corruption of data, information or software;
 - 10.4.3 Loss of business opportunity;
 - 10.4.4 Loss of anticipated savings;
 - 10.4.5 Loss of goodwill; or
 - 10.4.6 Any indirect or consequential loss.

11 EVENTS OUTSIDE OF OUR CONTROL

- 11.1 We will not be liable if We are unable to perform Our obligations under these Terms due to events which are genuinely beyond Our reasonable control (as applicable), and vice versa.

12 OTHER IMPORTANT TERMS

- 12.1 The Contract is between You and Us. No other person shall have any right to enforce any of its terms.
- 12.2 Each of the terms of the Contract operates separately. If any court or relevant authority decides that any term is unlawful, such term shall be deemed deleted and the rest of the Contract will continue to be valid.
- 12.3 If We do not insist that You perform Your obligations under the Contract, or We do not enforce Our rights against You, or delay in doing so, that does not mean that We have waived Our rights against You and does not mean that You do not need to perform those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.
- 12.4 The Contract is governed by the laws of England and Wales and any dispute between You and Us will be dealt with in a court in England and Wales. However, You may have the right to apply the law of Your own country to the Contract and to bring a claim in Your country of residence.

13 INFORMATION ABOUT US

- 13.1 We are the SCR Ticketing Company Limited, trading as TravelMaster a company providing flexible and value for money transport ticketing in South Yorkshire. We are a limited company registered in England and Wales at TravelMaster, 11 Broad Street West, Sheffield, S1 2BQ and our company number is 10965919.
- 13.2 You may contact Us by telephone on 01142211444 at any time between 9.00 and 5.00pm, Monday to Friday, by email to enquiries@sytravelmaster.com or you can write to us at our trading address above.
- 13.3 Whilst We hope that You will not need to, You can use these contact details if You wish to make a complaint.