

# TaxiCard Terms and Conditions

From September 2013



[nexus.org.uk](http://nexus.org.uk)

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## 1 Introduction

- 1.1 These Terms of Reference outline the rules that apply when travelling with a TaxiCard. Please read them and ensure you understand them. These Terms and Conditions may be varied or amended from time to time.

## 2 Contact us

Contact **Nexus Customer Services**

Address **Nexus House  
St James Boulevard  
Newcastle upon Tyne  
NE1 4AX**

Telephone **0191 20 20 747**

Email **customerservices@nexus.org.uk**

- 2.1 If you have a problem with a journey, please contact Nexus Customer Services Department either by email at **customerservices@nexus.co.uk** or via the alternative contact methods listed above.

## 3 Glossary

3.1 The glossary below outlines specialist phrases and definitions which are used throughout this document and may be used when using or considering a TaxiCard.

| <b>Terms</b>             | <b>Definition</b>                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>TaxiCard Scheme</b>   | A scheme to assist qualifying members by making a contribution towards their taxi fares with Nexus approved TaxiCard providers.                                                                                                                                                                                                                                                                                           |
| <b>TaxiCard</b>          | A card which can be used by a qualifying member under the TaxiCard scheme towards payment of the taxi fare with a Nexus approved TaxiCard provider.                                                                                                                                                                                                                                                                       |
| <b>TaxiCard Provider</b> | A taxi operator approved by Nexus to operate services under the Nexus TaxiCard scheme.                                                                                                                                                                                                                                                                                                                                    |
| <b>Eligibility</b>       | <p>To be eligible to join the TaxiCard scheme you must receive one of the benefits detailed below and be able to provide formal documentary evidence:</p> <ul style="list-style-type: none"><li>• High Rate Mobility Component of Disability Living Allowance</li><li>• Registered Severely Visually Impaired or Blind</li><li>• Higher Rate Attendance Allowance</li><li>• Personal Independence Payment (PIP)</li></ul> |

## 4 General conditions

### 4.1 General conditions

- 4.1.1 TaxiCards are available from Nexus to assist people with mobility difficulties to travel independently.
- 4.1.2 If you are using a Nexus TaxiCard to travel it must be valid.
- 4.1.3 TaxiCards are not transferable.
- 4.1.4 Nexus expects all users to behave in accordance with each taxi operator's conditions of carriage. If you do not then Nexus may withdraw your TaxiCard.
- 4.1.5 Nexus may withdraw a TaxiCard or prevent its use if it has been damaged or there has been an attempt to change the details on the card. All TaxiCards remain the property of Nexus.

4.1.6 If your TaxiCard has been withdrawn and you wish to understand why this has happened you must contact Nexus Customer Services who will explain to you the reasons behind the withdrawal.

4.1.7 If you no longer need your TaxiCard please return it to:

**Nexus Customer Services**

Nexus House

St James Boulevard

Newcastle upon Tyne

NE1 4AX

## **4.2 Change of Appearance**

4.2.1 The photo on your TaxiCard must be a true likeness of you. If your appearance has changed significantly you may be asked to replace your TaxiCard. You can replace your TaxiCard, for a fee, at Nexus Customer Services Department. In this instance any credit on your current TaxiCard will be transferred to your new TaxiCard.

# **5 Replacement TaxiCards**

## **5.1 Replacement TaxiCards**

5.1.1 You may need to replace your TaxiCard if it is lost, stolen, faulty, has been tampered with or is damaged. This can be done by contacting Nexus Customer Services.

5.1.2 Nexus reserves the right to refuse the re-issue or replacement of TaxiCards confiscated for misuse.

## **5.2 Lost or Stolen TaxiCards**

5.2.1 If you lose your TaxiCard or it is stolen there will be a fee to replace it.

5.2.2 If your TaxiCard is lost or stolen you must report this immediately to Nexus by contacting Nexus Customer Services.

## **5.3 Faulty TaxiCards**

5.3.1 If your TaxiCard is faulty we may replace it free of charge. Faulty TaxiCards must meet the criteria outlined in the Fair Wear & Tear Policy (see Clause 6 Fair Wear & Tear Policy).

5.3.2 You must hand in your faulty TaxiCard and wait for a replacement card to be issued.

5.3.3 If we think your TaxiCard is faulty because it has been tampered with or altered this will be classed as a damaged TaxiCard. Nexus' decision in this respect will be final, subject to Clause 6.3.

## 5.4 Damaged TaxiCards

5.4.1 If your TaxiCard is damaged there will be a charge for replacing it.

## 6 Fair Wear & Tear Policy

### 6.1 Responsibility for your TaxiCard

- 6.1.1 You are expected to take reasonable care of your TaxiCard to ensure it remains in a usable condition at all times. A usable condition is defined as:
  - 6.1.2 Being in working order so that the TaxiCard can be read and interrogated.
  - 6.1.3 Being in good aesthetic condition so that the photo can be clearly distinguished.
  - 6.1.4 Nexus reserves the right to charge a fee for replacing a TaxiCard that is not in a usable condition.

### 6.2 Confiscation of TaxiCards

- 6.2.1 TaxiCards issued by Nexus may be confiscated by Nexus at its sole discretion, if it is not in a usable condition.
- 6.2.2 TaxiCards issued by Nexus may be confiscated by Nexus at its sole discretion, and will not be replaced if they are rendered illegible by:
  - 6.2.2.1 Being put through a washing machine.
  - 6.2.2.2 Inadequate care being taken of the TaxiCard.
  - 6.2.2.3 Some other method by which the TaxiCard is rendered illegible.

Nexus' decision in respect of this is final, subject to Clause 6.3.

### 6.3 Appeals

- 6.3.1 Any replacements shall be subject to this policy and are granted at the judgement and sole discretion of Nexus Customer Services.
- 6.3.2 If you wish to appeal against the decision made by a Nexus employee you should do so in writing. This written communication should state all of the grounds for appeal, include contact details and an address to which the response should be sent. Where possible you should quote your TaxiCard membership number in question. You may also want to include the actual TaxiCard or photos thereof in your letter.
- 6.3.3 It is your responsibility to ensure that the letter arrives at the following address:

**Nexus Customer Services**

Nexus House  
St James Boulevard  
Newcastle upon Tyne  
NE1 4AX

- 6.3.4 You may deliver your appeal by hand to the address above but this does not mean it will be subject to immediate consideration.
- 6.3.5 The decision of the appeal is final and at Nexus' sole discretion, and the customer will be notified in writing, normally within 10 working days.

## **7 Privacy Policy**

### **7.1 Personal Details**

- 7.1.1 Nexus holds the following data on TaxiCard holders:
  - 7.1.1.1 Title (Mr/Mrs/Ms/Miss etc).
  - 7.1.1.2 First name, middle initial (where applicable) and surname.
  - 7.1.1.3 Address including postcode.
  - 7.1.1.4 Telephone number and email address (if provided).
  - 7.1.1.5 Date of Birth (required for some entitlements only).
  - 7.1.1.6 Photograph.
  - 7.1.1.7 Documentation to support the eligibility criteria.
- 7.1.2 Personal data processed for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.
- 7.1.3 Your personal information will be properly safeguarded and processed in accordance with the requirements of the Data Protection Act 1998.

### **7.2 The TaxiCard Privacy Notice**

- 7.2.1 Nexus, its subsidiaries and service providers, may use a TaxiCard holder's personal information for the purposes of customer services and administration, the provision of travel related information, customer research and fraud prevention. This occurs in very limited circumstances.
- 7.2.2 We will not make a TaxiCard holder's details available to third parties for marketing purposes.