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Section 1 (General)

1. Introduction

- 1.1 We have different terms and conditions for the services we offer. We may update these terms and conditions from time to time so please check these pages regularly.
- 1.2 The Service covers:
- all Smartcards issued by Nexus (such cards are ITSO compliant).
 - Smartcards that can be used to hold Nexus Products.
 - all Nexus Tickets and Nexus Products e.g. MetroSavers, Pop PAYG or Event Tickets.
 - the purchase of all Nexus Tickets and Nexus Products.
 - the Service that is offered to you the Customer, by us, Nexus (also referred to as "we", "our" and "Nexus"), either via our TravelShops, our website at www.nexus.org.uk (the "website") which is also available via your mobile devices e.g. smartphones or tablets, via any third party channel described within, or any version thereof ("the Service").
- 1.3 These Nexus' Ticket and Smartcard Terms and Conditions of use do not relate to:
- tickets issued by Nexus on behalf of a third party e.g. Network One.
 - the Nexus Corporate Scheme which has its own set of terms and conditions. You can contact the Nexus Corporate Team (corporate.ticketsales@nexus.org.uk) for details; and
 - Taxicard – a Nexus Scheme which can help people with mobility difficulties travel independently. This has its own terms and conditions. You can contact Nexus Customer Services for details.
- 1.4 The Terms and Conditions of Use outlined in this document supersede any previously printed terms and conditions for Smartcards, Products or Tickets.
- 1.5 This document should be read in conjunction with the Nexus Tickets and Products Terms of Use (available from www.nexus.org.uk/termsandconditions).
- 1.6 Nexus (also referred to as "we", "our", and "Nexus") is a corporate body incorporated by statute in England, whose principal place of business is Nexus House, St James' Boulevard, Newcastle upon Tyne, NE1 4AX. You can contact our customer services department by emailing customerservices@nexus.org.uk or telephoning 0191 20 20 747. Nexus is a trading name of the Tyne & Wear Passenger Transport Executive. VAT Number: 176720058




2. Contact us

- 2.1 DB Regio Tyne and Wear Ltd (DBTW) operate Metro trains and manage stations on behalf of Nexus, which owns and manages Metro.
- 2.2 If you have a problem with a journey and Metro staff cannot resolve it immediately, please contact the Customer Relations Department either by email at contactus@twmetro.co.uk or via the alternative contact methods listed below.


Contact	Address	Telephone
Nexus Customer Services	Nexus House St James Boulevard Newcastle Upon Tyne NE1 4AX	Tel 0191 20 20 747 Web nexus.org.uk/contactus
DB Regio Tyne & Wear	Customer Relations Tyne & Wear Metro Metro Control Centre South Gosforth Newcastle upon Tyne NE3 1YT	Tel 0191 203 3199 Web contactus@twmetro.co.uk
Penalty Fares Appeals (for Metro)	Independent Penalty Fare Appeals Service PO Box 30 Portsmouth PO1 1EG	

3. Glossary


3.1 The glossary below outlines specialist phrases and definitions which are used throughout the Nexus Ticket and Smartcard Terms and Conditions of use.

Term	Definition
Block Message	<p>An ITSO generated message that will stop the Smartcard or Product being used i.e. the Smartcard or Product will not be shown as Valid when touched onto Card Readers at Gates or Validators. As a result the Smartcard or Product will not be considered Valid by Ticket Inspectors. The act of sending a Block Message is also referred to as Blocking or to Block. The result of the message is referred to as a Blocked card.</p>
Card Reader 	<p>A device where a Smartcard is read to check the validity of its Products and/or Entitlements on Metro or bus.</p>
Close Your Journey	<p>If you have a Pop PAYG card loaded with Pop PAYG credit and are using this on Metro then you must touch in and touch out. If you miss a touch in or out, whether by accident or as a result of equipment failure, then you can apply for a Close Your Journey refund.</p>
Compulsory Ticket Area	<p>Generally includes all Metro platforms, trains, and access routes to and from platforms (excluding Sunderland station). Alternatively, in the cases of Metro stations with Gates, all of the station area beyond the Gates. Such areas will be signposted.</p>
Concessionary Child Fare	<p>Reduced fares charged to anyone travelling with a Valid Under 16 Pop card. Also referred to as a Child Concessionary Ticket.</p>
Concession; and Concessionary	<p>An Entitlement to a reduced (or zero cost) fare on the basis of a person's age or disability e.g. a customer must be between 16 and 18 years of age to be entitled to a 16-18 Product.</p>




Conditions of Carriage	The Conditions of Carriage of the relevant operator who is providing transport services.
Damaged Smartcard or Ticket	A Smartcard or Ticket that is Faulty due to damage, which may or may not be accidental, see the Fair Wear and Tear policy in Section 6 for further details.
ENCTS Smartcards	Smartcards issued under the ENCTS (English National Concessionary Travel Scheme), a national scheme which allows eligible residents free travel on buses nationally (subject to certain restrictions), possession of which allows the purchase of reduced price Metro travel products.
Entitlement	Confirmation of eligibility which can be loaded onto a Smartcard which allows the purchase of Products only available to those authorised e.g. Student MetroSavers.
Event Ticket	A metro ticket relating to events including (but not only) Great North Run wristbands or river trips (ferry tickets for services relating to leisure activities such as live bands, children's entertainment, river commentary, sing-a-long-the-Tyne or fish & chips or similar events).
Faulty Smartcard	A Smartcard that cannot be read by Card Readers, but is not Damaged.
Faulty Ticket	A Ticket that cannot be read by Ticket Readers in Gates, but is not Damaged.
Gates 	Gates (on the Metro system that require the customer to feed their paper magnetic stripe Ticket through the Ticket reader, or to place their Smartcard onto the Card Reader in order to open them. Smartcards must also be presented when Gates are open to validate the customer's journey.
ISRN number	The unique 18-digit number which identifies a Smartcard. This number is printed on the card and always begins with 633597.




<p>ITSO</p>	<p>ITSO (Integrated Transport Smartcard Organisation) is the technology that allows the parts of a smart ticketing system to communicate with each other. It also allows different smart ticketing systems in different parts of the UK to communicate.</p>
<p>Local Buses</p>	<p>Bus services that provide local travel, as opposed to bus services that provide national bus trips, not on any National Express coach, any service where seats are booked in advance, sight-seeing tours or services provided for special events, including the dedicated bus from Central Station to North Shields Ferry Terminal or services operated in connection with the Great North Run.</p>
<p>Metro Daily Cap</p>	<p>If you are travelling on Metro with Pop PAYG you will be charged up to a maximum Daily Cap determined by the number of Zones you have travelled in that day. What this means is that on any one day, you may be charged reduced fares or not charged a fare at all, if you have reached the Daily Cap. The Daily Cap only applies to Metro, it does not apply to journeys made with Pop PAYG on buses or Shields Ferry.</p>
<p>Metro Station Ticket Machine</p> 	<p>Ticket Machines that are located at all Metro stations, which allow you to purchase a Ticket or a Product for your Metro travel.</p>
<p>Negative Pop PAYG Balance</p>	<p>If you have a Pop PAYG Balance of £0.00 or more you will be able to touch in and travel on the Metro to complete your journey which may result in your balance falling below £0.00. You will need to top up your Pop PAYG Balance to be £0.00 (or greater) before you are able to travel on Metro again. If you use Pop PAYG to purchase tickets on the bus or the Shields Ferry you can purchase tickets up to a maximum negative balance of -£3.50.</p>
<p>Nexus Smartcard</p>	<p>A Smartcard that is issued by Nexus, currently a Pop card, a Pop PAYG card, an ENCTS card or an Under 16 Pop card</p>



	(but not including Smartcards issued by parties other than Nexus) which can hold Nexus Products.
Online Balance	<p>When you register a Pop PAYG card to a Pop Shop Account the Online Balance function is made available to you.</p> <p>If you make a Close Your Journey Request and a refund is subsequently approved the refund will then be credited to your Online Balance. Alternatively, if you purchase a top up of Pop PAYG online which cannot be processed (e.g. if you already have a top up waiting to be loaded) then this will be credited to your Online Balance.</p>
Pay As You Go (also referred to as PAYG or Pop PAYG)	<p>This product allows you to purchase a set amount of travel which is carried on your Pop PAYG card. This allows travel on Metro and Bus up to the value of the amount of travel you have purchased. On Metro the cost of your journey will be deducted, provided you touch in at a Gate or Validator and touch out of a Gate or Validator. Failure to touch in or out will result in a maximum fare charge being applied to your journey. Your journeys on Metro using Pop PAYG will be subject to a Metro Daily Cap. On a bus the cost of a single or day ticket can be paid for using your Pop PAYG Balance. Journeys by bus or on the Shields Ferry are not included in the Metro Daily Cap.</p>
Payzone	<p>A network of local shops, identifiable by the Payzone sign, at which a customer will be able to purchase Nexus Products, purchase a Pop PAYG card and top up their Pop PAYG Balance.</p>
Penalty Fare Notice (PFN) – also referred to as a Penalty Fare Metro Only.	<p>A Penalty Fare charged if a customer travels without a Valid Product or Ticket. – see www.nexus.org.uk/metro/guide-metro/penalty-fares.</p>
<p>Pop card</p> 	<p>A Nexus Smartcard with a photograph of the card holder that can be used to purchase and travel with Season Ticket Products. It cannot be used to purchase and travel with Pop PAYG.</p>




<p>Pop PAYG card</p> 	<p>A Nexus Smartcard that can be used to purchase and travel with Pop PAYG. It cannot be used to purchase and travel with Season Ticket Products.</p>
<p>Pop Shop Account</p>	<p>An account that can be created online at www.nexus.org.uk/pop via which a customer can apply for a Pop card, register a Pop card or Pop PAYG card, purchase Products and Pop PAYG credit, report a Pop card or Pop PAYG card lost or stolen, and view recent journeys they have made using Pop PAYG.</p>
<p>Product</p>	<p>A Nexus-issued smart travel product such as a MetroSaver (a Season Ticket Product) which can be loaded onto a Pop card or Smartcard, or Pop PAYG which can be loaded onto a Pop PAYG card.</p>
<p>Replacement Product</p>	<p>A Product loaded on to a Smartcard in the event of Smartcard replacement that will have the same validity as the Product which it is replacing. Replacements are only available for certain Products which are referred to as Replaceable.</p>
<p>Replaceable Product</p>	<p>A Product loaded on to a Smartcard in the event of Smartcard replacement that will have the same validity as the Product which it is replacing. Replacements are only available for certain Products which are referred to as Replaceable.</p>
<p>Season Ticket</p>	<p>A pre-defined Product typically Valid for a number of days or weeks, which may also restrict where and when the Customer can travel.</p>
<p>Smartcard</p>	<p>A card that carries the ITSO encoding required to load a Product for example the Pop card and certain Smartcards issued by certain other organisations e.g. Newcastle University.</p>
<p>Student Products</p>	<p>Reduced price Products, issued by Nexus, which are available to students in higher education.</p>



Ticket	A paper ticket, issued by Nexus, usually purchased from a Metro Station Ticket Machine, with a magnetic stripe encoded on the back.
Ticket Inspector	<p>A staff member authorised by Nexus to check Tickets and Products for all passengers within the Compulsory Ticket Area (including on board Metro trains).</p> <p>They are also authorised to issue Penalty Fare Notices in line with Metro Policy available at www.nexus.org.uk/metro/guide-metro/penalty-fares.</p>
Touch In (or Out)	<p>A customer presents their Smartcard to a Metro Gate or Validator Card Reader as they enter or leave the Metro Compulsory Ticket Area to Validate their Product.</p> <p>Please see Validated Product and Validated Smartcard glossary terms.</p>
Transfare Tickets	A Ticket that allows you to make a journey on more than one mode of transport with one Ticket. The second leg of the journey must be started within 90 minutes of buying the Ticket.
TravelShops	TravelShops and information centres operated by Nexus that are located either in, or near to, a Metro station.
Under 16 Pop card	A Smartcard with an entitlement containing the bearer's photograph that allows Under 16s who reside in Tyne & Wear to travel at Concessionary Child Fares. Valid only with the named cardholder.
Valid Product or Valid Ticket	A Valid Product (Season Ticket) or Ticket has a start date of today or earlier but has an end date that is today or later and is being used within the allowable Zones for which it has been purchased i.e. for travel within Zone A it must have a validity of being a Product Valid for Zone A, Zone A and B or All Zones. Certain Products or Tickets may also only be valid at particular times of the day or validity may vary on certain days e.g. bank holidays. Pop PAYG is also a Valid Product provided that there is sufficient Pop PAYG loaded onto the



	Pop PAYG card to make a journey within the rules of the scheme.
Validated Product (Metro Travel only)	A Validated Product is a Valid Product (either Season Ticket or Pop PAYG) held on a Smartcard that has been touched in to a Gate or Validator at the start of your journey and touched out on a Gate or Validator at the end of your journey.
Validated Smartcard	The Conditions of Carriage require you to travel with a Validated Smartcard. A Validated Smartcard is a Smartcard with both a Valid Product and a Validated Product on it.
Validators 	Where Metro stations do not have Gates, there are Validators at which Smartcard customers should touch in or out. The Validators look like the image to the left and they are usually set on top of a pole or attached to a Metro station wall.
Zones	For the purposes of calculating fares, Tyne & Wear is divided into zones and these zones are depicted in Zone Maps.
Zone Maps	There are three different Zone Maps, one relates to Student Products and Tickets, one refers to Transfare Tickets and the standard Metro Zone Map which applies to all other Nexus Tickets and Products. These can be seen at Appendix 1.



Section 2 (Terms and Conditions for Smartcards, Tickets and Event Tickets)

4. Smartcards

4.1 Pop cards and ENCTS Smartcards issued by Nexus

4.1.1 General Conditions

You can get your Pop card from Nexus by applying online at www.nexus.org.uk/pop. We will only deliver Pop cards to UK addresses. A fee may be payable and is non-refundable. If you are not able to apply online for a Pop card please contact us. You can get your Pop PAYG card from any Nexus TravelShop or from a Payzone outlet.

Before 1 May 2017, when you purchase your Pop PAYG card from a TravelShop or Payzone outlet you will be charged £5. £1.50 of this is an administration fee. £3.50 is a refundable deposit. Please see Section 9 for details about refunding Pop PAYG

From 1 May 2017 you can get your Pop PAYG card from any Nexus TravelShop, nexus.org.uk or from a Payzone outlet for free. Refunds are not available on the £3.50 deposit from this date, only on any remaining balance. On issue, you will be required to top up to a minimum balance of £10.

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Please note that for some promotional offers, you may not be asked to pay the deposit and will therefore not be eligible for it to be refunded. We accept no responsibility for Pop cards or Pop PAYG cards obtained from non-authorised outlets. Nexus will maintain a record of all of the cards issued.

- 4.1.2 If you are using a Smartcard to travel on Metro it must also have a Valid Product. If your Smartcard is not carrying a Valid Product for travel you may be liable for a Penalty Fare (Metro Only). This is outlined in more detail at <http://www.nexus.org.uk/metro/guide-metro/penalty-fares>. Please note that for a Product to be Valid, it must also be Validated i.e. you must touch in at the start of your Metro journey and out at the end of your Metro journey.
- 4.1.3 Nexus retains ownership of all Nexus Smartcards.
- 4.1.4 Pop cards with photographs on them are not transferable and can only be used by the person named and whose photograph is shown on the card.



- 4.1.5 We reserve the right to Block or withdraw a Pop card, Under 16 Pop card or Pop PAYG card or prevent its use if it has been tampered with or there has been an attempt to modify it in any way. We reserve the right to also confiscate a Pop card or Under 16 Pop card with a photograph if we suspect it is being used by someone other than the person named on the card and whose photograph is on the card.
- 4.1.6 If you no longer want your Pop card please return it to Nexus' Customer Services, St James Boulevard, Newcastle upon Tyne, NE1 4AX. If you wish to claim a refund for a Product loaded onto a Pop card prior to doing this please refer to Section 9. Please note, in order to claim a refund on a Pop PAYG card you will need to return the Pop PAYG card to Nexus' Customer Services, St James Boulevard, Newcastle upon Tyne, NE1 4AX.
- 4.1.7 The person to whom the Nexus Smartcard has been issued is responsible for the use of that Nexus Smartcard. Anybody found to be using a Smartcard fraudulently may be liable to a Penalty Fare or possible prosecution.

4.1.8 **Other Entitlements**

If you are entitled to any other discounts e.g. student discount, your Entitlement will be added directly to your Smartcard. You may still be asked by authorised staff to provide proof of Entitlement when checked by a Ticket Inspector on the Metro system. Failure to do so may lead to a Penalty Fare and/or a possible prosecution.

4.1.9 **Change of Appearance**

The photo on your Pop card must be a true likeness of you. If your appearance has changed significantly you need to get a new Pop card. You can get information on how to replace your Pop card, by contacting us. This may incur a fee.

4.1.10 **Duty to show your Smartcard**

You must show your Smartcard when requested by a member of staff, Ticket Inspector or other authorised staff member and allow it to be read by any electronic reading device. Failure to do so may result in the issue of a Penalty Fare or possible prosecution.

4.2 **Under 16 Pop card**

- 4.2.1 Children under 16 years of age (or 16 and in School Year 11) and living in Tyne and Wear are entitled to an Under 16 Pop card which enables them to travel on public transport at Concessionary Child Fares.



- 4.2.2 You can apply for an Under 16 Pop card at any Nexus TravelShop or by downloading an application form at www.nexus.org.uk. Nexus will maintain a record of all cards issued.
- 4.2.3 If you are travelling with a Concessionary Child Ticket, authorised staff have the right to request proof of your age.
- 4.2.4 If you have an Under 16 Pop card, it can be used until the expiry date shown on the Smartcard.
- 4.2.5 A fee is payable for the purchase, renewal and replacement of an Under 16 Pop card.
- 4.2.6 A Valid Ticket must be purchased for all journeys made with an Under 16 Pop card.
- 4.3 ENCTS Cards**
- 4.3.1 We operate the English National Concessionary Travel Scheme (ENCTS) for Tyne and Wear.
- 4.3.2 If you are eligible for an English National Concessionary Travel Pass and live in Tyne and Wear you can travel on Local Buses for free, subject to certain time restrictions. Nexus will maintain a record of all cards issued.
- 4.3.3 Metro journeys are not free of charge but you can purchase a Metro Gold Card (travel may be subject to certain time restrictions) – see nexus.org.uk for Product details.
- 4.3.4 With a Tyne & Wear ENCTS Smartcard you can travel:
- free of charge on Local Buses in Tyne and Wear from 9.30am Monday to Friday and all day at weekends and on public holidays;
 - free anywhere else in England on Local Buses, from 9.30am and 11.00pm Monday to Friday and all day at weekends and on public holidays;
 - for a reduced fare on the Shields Ferry between 9.30am Monday to Fridays, all day at weekends and on public holidays: (Gold Card is Valid on the Shields Ferry); and
 - for a reduced fare on Northern Rail Services between Newcastle and Metrocentre/Blaydon from 9.30am Monday to Friday and all day at weekends and on public holidays.
- 4.3.5 There are no discounted fares on Northern Rail services between Newcastle and Sunderland but you can use a Metro Gold Card on these services.



4.3.6 You are permitted to travel before 9.30am to get to or from a hospital appointment and your journey starts in Tyne and Wear, and in order to do so you must show your hospital appointment card or letter with your ENCTS Smartcard when requested by a member of staff.

4.3.7 **Eligibility for ENCTS card**

- **Age** – Both men and women become eligible in line with the rise in the age at which women are eligible for a state pension. Please see www.nexus.org.uk for further details.
- **Grounds of Disability** – Everyone applying for an ENCTS Smartcard on grounds of disability has to be initially assessed by the Social Services department of their local authority. If you are eligible for an ENCTS Smartcard, Social Services will give you a Confirmation of Eligibility form which must be submitted with your Concessionary Travel application form.

If you have one or more of the following types of disability and live in Tyne and Wear, you may be entitled to an ENCTS Smartcard:

- blind or partially sighted;
 - profoundly or severely deaf;
 - without speech;
 - have a disability, or have suffered an injury, which has a substantial and long term effect on ability to walk;
 - do not have arms or a long term loss of the use of both arms;
 - have a learning disability; and/or
 - someone who has been, or would be, refused a driving licence on certain medical grounds.
- If you qualify within one or more of the above disability categories and attend college, are in paid employment or are in non-paid vocational work for at least 15 hours a week, you can apply for an all-day ENCTS Smartcard, which can be used anytime.

Conditions of Use

4.3.8 All ENCTS Tyne and Wear Smartcards remain the property of Nexus and will be confiscated if misused.

4.3.9 ENCTS Smartcards are not transferable and can only be used by the person named and shown on the Smartcard.

4.3.10 For journeys on the Shields Ferry (unless you have a Metro Gold Card) and rail between Newcastle – Metrocentre/Blaydon you will be required to purchase a Ticket to use with your ENCTS Smartcard.



- 4.3.11 For journeys on Metro, or on Northern Rail services between Newcastle and Sunderland, you will be required to purchase a full adult Ticket if you do not have a Valid Metro Gold Card.
- 4.3.12 ENCTS Smartcards can only be used for travel on specified local public transport services in England.
- 4.3.13 As an ENCTS Smartcard holder you are subject to the Conditions of Carriage and passenger regulations of the participating operators.



5. Replacement Smartcards, Products, Tickets and Event Tickets

- 5.1 You may need to replace your Nexus Smartcard if it is Lost, Stolen, Faulty, has been tampered with or is Damaged.
- 5.2 Lost or Stolen Pop cards or Pop PAYG cards can be reported via your Pop Shop Account (see Section 8) or by telephone (see Section 2) and this should be done immediately.
- 5.3 Under 16 Pop cards and ENCTS cards can be replaced on payment of a fee and completion of an application form available from Nexus TravelShops.
- 5.4 Once reported lost or stolen, your Nexus Smartcard will be blocked and we will not unblock the card, even if you subsequently find the card. You will need to continue the replacement process and are still liable for any fees.
- 5.5 If your Nexus Smartcard is Faulty or Damaged you must take it to a Nexus TravelShop. See Section 6 regarding the Nexus Fair Wear and Tear Policy. In either case, if you have registered your Pop card or Pop PAYG card, we will issue you with a Replacement Product. A fee may be payable for replacing the Pop card and/or replacing the Products.
- 5.6 We reserve the right to refuse the re-issue or replacement of Nexus Smartcards which are confiscated for misuse.
- 5.7 If you have a Product on some other authorised Smartcard then replacement of the Smartcard is the responsibility of the original Smartcard issuer. A Nexus Product may be replaced subject to the product rules.

Faulty Nexus Smartcards

- 5.8 If your Nexus Smartcard is Faulty we may replace it free of charge, please see the Fair Wear and Tear Policy (Section 6).
- 5.9 If you continue to travel in the meantime you must purchase a Valid Ticket. You can claim a reimbursement of the tickets you purchase, providing you keep the tickets, from Nexus Customer Services.
- 5.10 You must exchange your Faulty Nexus Smartcard for your new Nexus Smartcard if requested to do so.

Damaged Nexus Smartcards

- 5.11 If your Nexus Smartcard is Damaged there will be a charge for replacing it, please see the Fair Wear and Tear Policy (Section 6).



- 5.12 If you continue to travel in the meantime you must purchase a Valid Ticket until you get your new Nexus Smartcard.
- 5.13 You must exchange your Damaged Nexus Smartcard for your new Nexus Smartcard if requested to do so.

Tickets and Event Tickets

- 5.14 We may issue you with a replacement Ticket or Event Ticket subject to the Fair Wear and Tear Policy (see Section 6) and the type of Ticket or Event Ticket you have purchased.
- 5.15 We reserve the right to refuse to issue a replacement if the Ticket or Event Ticket has been confiscated for misuse, or is deemed Damaged under the Fair Wear and Tear Policy.

Lost/Stolen/Damaged/Faulty Smartcard Policy

- 5.16 If you report a Nexus Smartcard as lost or stolen we will immediately issue a Block Message for that Smartcard i.e. the card will not be shown as Valid when touched onto Card Readers at Gates or Validators. Once a Nexus Smartcard has been issued with a Block Message, it is no longer Valid.
- 5.17 If a Customer reports a lost or stolen Product on a third party Smartcard via the Web, by Phone to Customer Services or in a TravelShop, we will immediately issue a Block Message for that Product.
- 5.18 Any use of the Smartcard or Product up to the time that we issue a Block Message for either the Smartcard or the Product is the responsibility of the Customer.
- 5.19 If you report a Nexus Smartcard (excluding Pop PAYG cards) as lost, there is an administration fee to be paid in order to obtain a replacement card.
- 5.20 If you report a Pop PAYG card as lost then you will need to purchase a replacement Pop PAYG card from any TravelShop or Payzone outlet. If you have registered the Pop PAYG card to your Pop Shop Account then we will credit your Pop Shop Account Online Balance with the lost Pop PAYG, although this may take up to a week. Providing you register your new Pop PAYG card to your Pop Shop Account, you will be able to transfer the value of your Online Balance to your new Pop PAYG card. If you have not registered your Pop PAYG card then we will not replace the lost Pop PAYG.
- 5.21 If you report a Nexus Smartcard (excluding Pop PAYG cards) as stolen, we may waive the administration fee providing you can supply a valid crime number. If your Pop PAYG card is stolen the process in 5.19 also applies.
- 5.22 If your Nexus Smartcard does not appear to be functioning correctly, you need to take it to a Nexus TravelShop.



5.23 If the Nexus Smartcard is not working, then the TravelShop will check the Smartcard's physical condition as per the Fair Wear and Tear Policy – see Section 6.

Fair Wear & Tear Policy

6. Responsibility for your Smartcard/Paper Ticket/Event Ticket

- 6.1 You are expected to take reasonable care of your Nexus Smartcard, Ticket or Event Ticket to ensure it remains in a usable condition. A "usable" condition is defined as:
- being in working order to facilitate the loading and carrying of a Product;
 - being in working order so that the Smartcard, Ticket or Event Ticket can be read and its Products checked; and
 - being in good condition so that the photo can be clearly distinguished (Smartcards with photos only).
- 6.2 We reserve the right to charge a fee for replacing a Nexus Smartcard, Ticket or Event Ticket that has been lost, stolen, tampered with or Damaged.
- 6.3 A Nexus Smartcard, Ticket or Event Ticket is deemed "Damaged" if we believe it has been tampered with, or rendered illegible as set out in this policy.
- 6.4 If the Nexus Smartcard, Ticket or Event Ticket has ceased to function for some reason not covered by this policy, it shall be deemed "Faulty".



Section 3

7. Purchasing Products or Tickets or Event Tickets

- 7.1 All purchases made through the Service are subject to the Conditions of Carriage, regulations and applicable byelaws and any specific restrictions imposed which vary by Product, Ticket or Event Ticket type.
- 7.2 If we suspect a person or persons of intending to use Products, Tickets or Event Tickets fraudulently, we shall not be obliged to sell to them. If we suspect fraud in relation to the proposed payment method we should not be obliged to process the payment.
- 7.3 Any prices quoted on the Service are in pounds sterling. If you choose to pay for your Ticket, Event Ticket or Product using a credit or debit card based on a currency other than pounds sterling, you will be responsible for the exchange rate and you are advised that changes to your Ticket or refunds may be affected by such exchange rates.
- 7.4 Nexus will maintain a record of all sales concluded under the Service.
- 7.5 If you purchase a Ticket, Event Ticket or Product in error, e. a zone A+B Product or Ticket instead of a zone B+C Product or Ticket we cannot rectify this error. If the Product or Ticket you have purchased is refundable then you can go to a TravelShop and have your unused travel refunded.

8. Purchasing a Product or Ticket or Event Ticket at a TravelShop, Metro Station or Payzone outlet or online

- 8.1 At a Nexus TravelShop the staff will help you to purchase Products, Tickets and Event Tickets. If you are purchasing a Product then you will need to have your Smartcard with you, as it will be immediately loaded onto your Smartcard. If you are purchasing Products or Tickets from a Metro Station Ticket Machine then you should follow the directions on screen. If you are purchasing a Product then you will need to place your Smartcard onto the orange Card Reader. If you are purchasing a Child Concessionary Ticket or Child All Day ticket (CAT) you will need to place your Under 16 Pop card on the Card Reader to be able to access these Tickets.
- 8.2 A selection of Products are available at Payzone outlets. You can find your nearest Payzone agent by going to www.payzone.co.uk/store-locator. You will need your Smartcard with you when you purchase your Product, as it will be immediately loaded onto your Smartcard.



Using Pop Shop

8.3 Your Pop Shop Account

- 8.3.1 If you have a Pop card you can create a Pop Shop Account where you can register any existing Pop cards; apply for a new Pop card; register your Pop PAYG card; and purchase Products as well as other functionality. If you have a Newcastle University Smartcard and you use it for holding your Nexus Product, then you can also create a Pop Shop Account. Please note that currently Under 16 Pop cards or Corporate Customer Pop cards cannot be registered or purchased via the Pop Shop. All information and services on Pop Shop will be conducted in English. There are no alternative languages available. If this causes you any problems please contact Nexus Customer Services. We shall not be obliged to sell Products or send a Pop card to a person or persons who we have reason to believe may be intending to use them, or the proposed method of payment, fraudulently.
- 8.3.2 You are responsible for maintaining the confidentiality of your Pop Shop online username and password (“Login Details”) and for restricting access to your computer (or other mobile device) to prevent unauthorised access to your Pop Shop online account. You must keep your Login Details secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them. You must not disclose your Login Details to any other person or record your Login Details in any way which may result in them becoming known to another person. You agree to accept responsibility for all activities that occur under your Pop Shop online account. You should inform us immediately if you have any reason to believe that your Login Details have become known to anyone else, or if the Login Details are being, or likely to be, used in an unauthorised manner. You should also change your password as soon as possible. The Pop Shop website will only accept credit or debit card payments for purchases.
- 8.3.3 Applications for Pop cards are processed centrally by our Customer Services Team and, if your application is approved, your Pop card will be posted to the address you entered into your Pop Shop Account. There will be no additional postage charges/delivery charges for this service.
- 8.3.4 To purchase a Product from Pop Shop you will need to complete the following steps:
- Step 1** Login to your Pop Shop Account to which you have a Smartcard registered. If you do not have a Smartcard registered to your account you will need to apply for one.
- Step 2** Select your Product.



- Step 3** Select which card you wish to load that Product onto. Please note if you are purchasing a student or 16-18 Product you will need to have a Smartcard with the relevant Entitlement loaded registered to your account in order to continue with your purchase. Entitlements can be loaded onto your Smartcard at a Nexus TravelShop provided you can show proof of your eligibility for that entitlement.
- Step 4** You should check the details of your purchase and amend if incorrect prior to the next step. Please note you must ensure that you correctly enter your Smartcard reference number (if you have more than one) as we cannot amend this after payment has occurred.
- Step 5** Pay for your purchase using a debit or credit card. You cannot cancel your purchase once you have completed this payment screen. You will receive an email confirming your purchase.
- Step 6** You must then collect your Product from any Metro Station Ticket Machine or Validator or, in the case of Pop Pay As You Go, you can also collect your Product from a Gate.
- 8.3.5 You confirm that you are at least 16 years old to become a registered user of the Pop Shop and/or use the Pop Shop, and if you are 16 or 17 years old, you confirm that you have obtained your parent or guardian's consent to become a registered user and/or use the Pop Shop. You confirm that you have authority to use the payment method or billing account details you provide for the purpose of settling any payments due for any purchase made through the Pop Shop, or that you owe to us. If you are 16 or 17 years old and using a credit card for the purposes of settling any payments due for any purchase made through the Pop Shop, or that you owe to us, you confirm you have obtained appropriate consent from the credit cardholder prior to using the credit card.
- 8.3.6 You also acknowledge that all information supplied by you in using the Pop Shop is accurate and that you will not make any false or fraudulent representation. You further acknowledge that you will only use the Pop Shop to make purchases for yourself or for another person on whose behalf you are legally entitled to act.
- 8.3.7 You acknowledge that you will be financially responsible for any purchases made through the Pop Shop using your account details and for all reasonable and foreseeable losses which we suffer as a result of your breach of these terms or your negligence when using the Pop Shop (including where you deliberately or carelessly let others use your account).



- 8.3.8 There may be certain fees and charges payable on top of the Ticket/Product price in respect of purchases made via the Pop Shop. If applicable, these will be identified during the purchasing process. You will be responsible for all charges and taxes payable as a result of your use of the Pop Shop, including the cost of accessing the Pop Shop (for example, internet access charges or mobile data charges).
- 8.3.9 These Terms and Conditions (which incorporate our Privacy policy/Statement, website Terms of Use, and Acceptable Use policy (all at nexus.org.uk/termsandconditions) set out the terms of our contract with you in relation to our supply of any Product that you purchase online via the Pop Shop. If you do not agree with these terms, you must not use the Pop Shop.
- 8.3.9 Where we become aware of an error, we will take reasonable measures to remedy it. If you have purchased Tickets or Products that are subject to an error, other than you purchasing an incorrect Ticket or Product, we will refund these in full.
- 8.3.10 We will use reasonable care to carry out the Ticket and Product retailing services contained in the Pop Shop within a reasonable time, in accordance with these terms.
- 8.3.11 After confirming your purchase by email to your registered email address, we will make your Product available to load at the Metro Station Ticket Machines or Validators (and at a Gate for Pop PAYG only). This will normally be by the next morning if you purchased your Product online before 10pm, but we would recommend that you allow 48 hours to be safe. While we endeavour to have Products delivered in accordance with these timescales, we cannot be responsible for any guaranteed delivery times. We are not liable for any additional costs incurred as a result of a Product not being available for collection. Please note you cannot load your Season Ticket Product at a Gate, but you can load a Pop PAYG top up at a Gate. Please also note that all purchases made from Pop Shop must be collected from a Metro Station. If you are a bus passenger, you cannot collect any purchases from your Bus Driver or from Payzone, only from a Metro Station.
- 8.3.12 When using Metro you must ensure that you are in possession of the Product and it is loaded onto your Smartcard before you enter the Compulsory Ticket Area.
- 8.3.13 If you are unable to collect your Product (for example due to the Ticket Machines being out of service) then you should contact the station staff or Nexus for further assistance. If using Metro, you must not enter the Compulsory Ticket Area.



- 8.3.14 Please note it is your responsibility to have a Valid Product Ticket or Event Ticket for travel. Failure to do so may result in a Penalty Fare and/or prosecution for travelling on Metro without a Valid Product, Ticket or Event Ticket. Purchasing a Product or Event Ticket online is not sufficient to remove this requirement. You must load the Product onto your Smartcard and it must be Validated.
- 8.3.15 If you do not load your Season Ticket Product onto your Smartcard until after the start date of the Season Ticket Product and/or after the expiry date of the Season Ticket Product, we will not be liable to provide any refund for the days lapsed or a Replacement Product.
- 8.3.16 You must check your Product when you receive it. If you believe that it does not reflect the purchase you made through the Pop Shop, please contact Nexus Customer Services.
- 8.3.17 You must carry your Smartcard with you every time you travel.
- 8.3.18 The contract between Nexus and you is for the duration of the Product or Event Ticket purchased.

8.4 **Event Tickets and other Tickets available Online**

- 8.4.1 As well as Pop Shop, we also offer pre-paid Pop Pay As You Go cards, Event Tickets and other Tickets through nexus.org.uk. When you purchase these Products they will be dispatched electronically or by normal post to the address you specify during the delivery process. You should ensure that the address you provide during these transactions is correct.
- 8.4.2 Customers must notify Nexus Customer Services of any item(s) purchased and not received between five and ten days of the original transaction date. Nexus will replace any item(s) lost in shipping during this period free of charge. Any notification of goods not received after ten days of the original transaction date may not be replaced. Nexus will only replace one item lost in shipping; any subsequent items lost in shipping cannot be replaced or refunded.
- 8.4.3 Nexus reserves the right not to replace any items where it is suspected a replacement has been requested fraudulently.
- 8.4.4 Lost items are non-refundable; however the Customer may apply for a refund of a replacement product if applicable under the relevant products' terms and conditions.

8.5 **Cancellation of a Pop card/Pop PAYG card**



- 8.5.1 If you no longer need your Pop card, you may return it to us and we will close your Pop Shop Account. You are responsible for any costs incurred in returning the Pop card to us. Refunds of any Products remaining on your Pop card will be subject to the Refunds policy set out in Section 9 and the rules of the Product itself. Any refunds should be completed before you return the Pop card to us. You can hand the Pop card in at any TravelShop or post to Customer Services (see address in Section 2).
- 8.5.2 If you no longer need your Pop PAYG card, you may return it to us via Nexus Customer Services (see address in Section 2). Refund of any Pop PAYG balance remaining on your Pop PAYG card will be made in accordance with Section 4 and 9.

8.6 Cancellation of a Product or Ticket or Event Ticket

- 8.6.1 Once you have purchased a Product or a Ticket or Event Ticket, you cannot cancel the purchase even if you have purchased an incorrect Ticket or Product or Event Ticket. In the case of a purchase from Pop Shop you will need to collect your purchase and then, if the Product is refundable, take your Smartcard to a Nexus TravelShop for a refund.
- 8.6.2 In the case of a purchase from a Metro Station Ticket Machine or a TravelShop you cannot cancel the purchase but if the Product or Ticket is refundable, you can take your Smartcard to a Nexus TravelShop for a refund.
- 8.6.3 You are responsible for any costs in returning the Product or Ticket to us for a refund. Please see 'Product terms of use' at nexus.org.uk/termsandconditions to identify if your Product or Ticket is refundable. If you purchase a ticket in error, or are issued with an incorrect ticket on the bus using Pop PAYG you should inform the bus driver immediately before another transaction has been made and before the bus leaves the bus stop. The bus driver should then be able to annul the transaction. If you do not identify the error in this window of time you will need to contact the Bus Operator for a refund which will be subject to the Operator's Conditions of Carriage.
- 8.7 We shall not be obliged to change, cancel, replace or refund a Ticket or Product where we have reason to believe that it is being done so fraudulently.

9. Refunds and Replacements



- 9.1 Not all Nexus Products and Tickets are refundable. See 'Product terms of use' at nexus.org.uk/pop-pop-help. For the avoidance of doubt, Event Tickets are non-refundable.
- 9.2 If a Season Ticket Product or Ticket is refundable (see 'Product terms of use' at nexus.org.uk/termsandconditions) then you must go to a TravelShop for your refund (excluding Pop PAYG – see below).
- 9.3 Any refund calculation will not include the day on which you present the Season Ticket Product or Ticket for refund.
- 9.4 An administration fee may be charged and will be subject to review from time to time.
- 9.5 Corporate Products can only be refunded via the corporate sales team.
- 9.6 Refunds in TravelShops will be made using the same payment method as the original purchase i.e. cash or credit/debit card.
- 9.7 If the Product is linked to a Smartcard with a photograph or a registered Smartcard, refunds will only be made to the person identified on the card/in the customer account. If the person cannot come in themselves for a refund, due to exceptional circumstances, please contact us.
- 9.8 If it is not possible to read the Smartcard and associated Product, then refund requests must be made to Customer Services. In the cases of Refundable Tickets, if the Ticket cannot be read by the TravelShop staff and its face value cannot be determined or it is illegible, refunds will only be made if the customer can provide a receipt of the original purchase.
- 9.9 Any Tickets purchased entirely or in part by voucher/purchase order are non-refundable.
- 9.10 No refunds will be issued for any Ticket which has expired.
- 9.11 All refunds may be subject to an administration fee. If so, this will be made clear to you before the refund transaction is started.

Product	Refund Calculation
Season Tickets (if refundable)	$((\text{Price Paid}/\text{No of Product Days}) \times \text{Days Remaining}) - \text{Admin Fee} = \text{Refund}$



- 9.12 For PAYG Pop cards issued prior to 1 May 2017, the deposit paid for the card itself and any balance upon the card is refundable. For PAYG Pop cards issued on or after 1 May 2017, a refund of the balance only is available, but no refund in respect of the card itself is available.

If you wish to refund your Pop PAYG balance then you must return your Pop PAYG card to Nexus Customer Services (see Section 2 for the address). It is not possible to refund part of your Pop PAYG balance, a refund is only available for the full balance on your Pop PAYG card. When the Pop PAYG card is received by Nexus Customer Services, a calculation of the balance of the PAYG is made and, if the Pop PAYG balance is greater than £0.00 then the deposit (if paid) will be added to the balance and your refund determined.

- 9.13 If your Pop PAYG card is in a negative balance, and you paid a deposit for the Pop PAYG card, then you may still be entitled to a refund of the remainder of the deposit paid for the card.
- 9.14 If it is determined you are due a refund then a cheque for that refund amount will be sent to you. Please note this process can take up to 3 weeks.
- 9.15 If you have a Pop Shop Account and you have an Online Balance, then you should transfer this balance to your Pop PAYG card before returning it for a refund. If you intend to get a new Pop PAYG card in the future, and add it to your Pop Shop Account, then you can keep the Online Balance for use with future Pop PAYG cards. Please note Nexus cannot refund an Online Balance unless it is loaded onto a Pop PAYG card.

Close Your Journey refunds

- 9.16 In order to use your Pop PAYG you must touch in at a Gate or Validator at the start of your Metro journey and touch out at a Gate or Validator at the end of your Metro journey. If you miss a touch in or touch out then you could be charged a maximum fare (equivalent to a 3 zone journey).
- 9.17 If you missed a touch in or touch out by accident then you can apply, once a month, for a Close Your Journey refund via your Pop Shop Account. If you tell us the approximate details of the missed touch in and touch out, your travel for the day will be recalculated and if you are due a refund, this will be added to your Online Balance. If you apply for a Close Your Journey refund, due to an accidental missed touch in or out, more than once a month your request will not be approved. If you apply for a Close Your Journey refund, due to an accidental missed touch in or out, and, when your journeys are re-calculated for that day, you are not due a refund, this still counts as your once a month request.



- 9.18 If you missed a touch in or touch out because of equipment failure, or some other reason that is not within your control, then you can request a Close Your Journey refund without the once a month limitation. If you are due a refund then this will be added to your Online Balance. Please note if you missed a touch in or touch out because one particular Gate or Validator at a station was not working, but it is reasonable for you to have used another Gate or Validator your request will not be approved.

Replacement Products & Tickets

- 9.19 An administration fee may be applied for a Product to be replaced. If the administration fee payable is greater than the value of the Product to be replaced, then the Product will not be replaced. The administration fee may be waived if the Product is being replaced due to a Faulty Smartcard, or at our discretion.
- 9.20 Replacement Products can only be loaded when the Smartcard is replaced and not at a TravelShop. We will not change the expiry date of the Replacement Product to reflect days lost while waiting for the replacement Smartcard.
- 9.21 A Replacement Ticket or Event Ticket will only be issued if the original Ticket or Event Ticket is present and the TravelShop staff can read the Ticket type, expiry date and original price paid for the Ticket or Event Ticket, otherwise the Fair Wear & Tear Policy (see Section 6) applies. An administration fee may be charged for issuing a replacement Ticket or Event Ticket.

10. General Conditions of Use for all Nexus Smart Products and Tickets and Event Tickets

- 10.1 All Products and Tickets and Events Tickets remain the property of Nexus. You must surrender your Smartcard or Ticket or Event Ticket for checking when requested by a member of staff, Ticket Inspector or other authorised officer. Failure to do so may result in the issue of a Penalty Fare and possible prosecution if travelling on Metro. Please check the Conditions of Carriage of any other operators for information about other modes of travel.
- 10.2 We reserve the right not to issue a Product, Ticket or Event Ticket if we suspect fraudulent activity. If we believe that a person or persons have used or tried to use any Ticket, Event Ticket, Smartcard or Product to defraud us we may cancel and not reissue it.
- 10.3 Season Ticket Products and Tickets can only be used within the Zones purchased. (Maps of the Metro Zones, Transfare Zones and Metro Student Zones can be found at www.nexus.org.uk/metro/metro-maps or at Appendix 1 of this document).



- 10.4 Season Ticket Products, Tickets and Event Tickets are not Valid for use outside the period purchased. Some Season Ticket Products and Tickets only start on the day of travel, others can be purchased in advance. Please see Product tables ('Products terms of use' at nexus.org.uk/termsandconditions) for information on purchasing in advance. Season Ticket Products and Tickets are only valid from their start date. This is a defined start date chosen at the point of purchase, not when you collect the Product.
- 10.5 You must not:
- alter, deface or mutilate a Nexus Smartcard, Product, Ticket or Event Ticket; or
 - use, or attempt to use, a Nexus Smartcard, Product, Ticket or Event Ticket that has been in any respect materially altered, defaced or mutilated.
- 10.6 Travelling with a Nexus Product, Ticket or Event Ticket is subject to the Tyne & Wear Passenger Transport Act 1979, the byelaws which relate to Metro and bus premises, the Conditions of Carriage and passenger regulations of the transport operator, the byelaws which relate to North and South Shields Ferry, where travelling by Ferry, and the terms and conditions laid out in this document.
- 10.7 We reserve the right to make promotional offers from time to time on such terms as we may in our discretion determine.
- 10.8 To see the terms of use for Nexus Products, Tickets and Event Tickets please go to nexus.org.uk/termsandconditions
- 10.9 From time to time Nexus may sell special Event Tickets. These Tickets will be for a specified duration, date and zone(s). These Tickets may be paper based or smart Products. Please see www.nexus.org.uk for details.
- 10.10 To purchase a Product, Ticket or Event Ticket from the Nexus Online Store you will need to complete the following steps:
- Step 1** Select your Product, Ticket or Event Ticket and add it to the cart.
 - Step 2** You should check the details of your purchase and amend if incorrect prior to the next step.
 - Step 3** Either login to your Nexus Online Store account, or enter your email address.
 - Step 4** Pay for your purchase using a debit or credit card. You cannot cancel your purchase once you have completed this payment screen. You will receive an email confirming your purchase.

Section 4

11. Making a Journey



- 11.1 All journeys made are subject to the Conditions of Carriage, regulations and applicable byelaws and any specific restrictions imposed which vary by Product, Ticket or Event Ticket type. The Conditions of Carriage (as updated from time to time) set out the minimum level of service you are entitled to expect in relation to your journey. They also set out your rights and responsibilities in respect of any journeys made. <http://www.nexus.org.uk/metro/guide-metro/conditions-carriage>

12. Touching In (and Out)

- 12.1 If you are travelling with a Smartcard and Product (including Pop PAYG) on Metro you must touch in at the start of your journey (at either a Validator or Gate) and touch out at the end of your journey (at either a Validator or Gate). If you travel without Validating your Smartcard by touching in and out you may be subject to a Penalty Fare Notice and possible prosecution.
- 12.2 Even if the Gates are open you must touch in and out or you may be subject to a Penalty Fare Notice and possible prosecution.
- 12.3 If you have an All Zones Season Ticket Product you are still required to touch in and out.
- 12.4 If you have a Ticket with a magnetic stripe on the back, including a Concessionary Child Ticket, and the Gate is closed, you must put the Ticket through the Ticket feeder, magnetic stripe down. If your Ticket is Valid, the Gate will open for you.
- 12.5 If the Gates are closed there will always be a member of staff present. If you have problems with your Smartcard, Ticket or Event Ticket they will be able to help you.
- 12.6 If the Gates or Validators do not accept your Smartcard, you can check if you have a Valid Product on your Smartcard at the Metro Station Ticket Machine or in a TravelShop. If you believe you have a Valid Product on your Smartcard you will need to contact Nexus Customer Services or visit a TravelShop as your Smartcard may be Damaged or Faulty.
- 12.7 If you are travelling by bus you must touch your Smartcard to the reader on the ticket machine as indicated by the driver. You do not need to touch out at the end of your journey on bus.

13. General Terms and Conditions

- 13.1 You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these terms or your use of this Service.
- 13.2 Neither you nor we intend any third party to be able to enforce any of these terms pursuant to the Contracts (Rights of Third Parties) Act 1999.

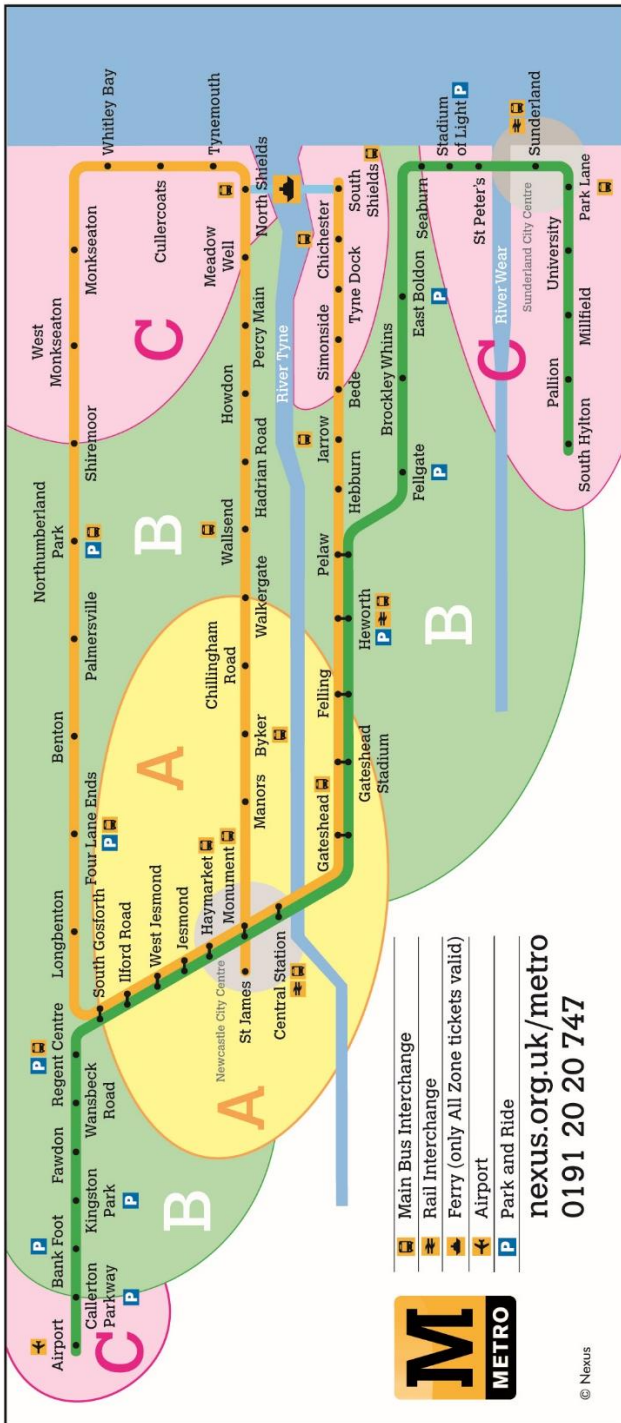


- 13.3 You and we agree that English law applies to these terms and conditions and that any dispute between us regarding the Service or arising out of or in connection with these terms and conditions will only be dealt with by the English and Welsh courts.
- 13.4 These terms do not exclude our liability (if any) to you for:
- personal injury or death resulting from our negligence;
 - fraud; or
 - any matter which it would be illegal for us to exclude or to attempt to exclude our liability.
- 13.5 We are only liable to you for losses which you suffer as a result of a direct breach of these Terms by us. We are not responsible to you for any losses which you may incur which were not a foreseeable consequence of us breaching these terms, e.g. if you and we could not have contemplated those losses before or when you used this Service. Our liability to you shall not in any circumstances include any business losses you may incur, including but not limited to lost data, lost profits or business interruption.
- 13.6 We will use reasonable care and skill to carry out the Ticket and Product retailing services contained in the Service within a reasonable time, in accordance with these terms. We do not make any other promises and no other promises shall apply in respect of the information, products, and/or services contained on the Service.
- 13.7 If you are dissatisfied with any aspect of the Service, please in the first instance contact Nexus Customer Services on 0191 20 20 747. Customers are also advised of the existence of the ODR platform for resolving disputes; <http://ec.europa.eu/consumers/odr/>



Appendix 1

Metro Zone Map





Appendix 1

Metro Student Zone Map

