

SPT Smart Ticketing

Web Retail and Bramble Card Terms and Conditions

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1 Web Retail Terms and Conditions

The Terms and Conditions which apply to the customer's registration and use of a Web Retail account on mybramble.co.uk are as follows:

1.1 Introduction

1.1.1 These terms and conditions are for the use of the mybramble.co.uk website.

1.1.2 All intellectual property rights in the Bramble card remain the property of Nevis Technologies.

1.2 Definitions

1.2.1 In these conditions:

- 'we' and 'us' mean Nevis Technologies, a joint venture company between SPT and Ecebs Ltd to provide smart ticketing services.
- 'you' means any customer using the website: mybramble.co.uk.
- 'website' refers to www.mybramble.co.uk (the Subway smart ticketing website)

1.2.2 Key words and terms:

We have tried to make the wording in this document as clear as possible but please find below a table to explain key words and terms.

Bramble Card	<p>A brand of smartcard issued by Nevis Technologies (see <i>Smartcard</i>)</p> <p>There are three types of Bramble Card currently in use:</p> <ul style="list-style-type: none">• Personalised Subway Smartcard (which displays your photo and name)• Anonymous Subway Smartcard (which can be purchased in a Subway station)• ZoneCard Bramble card: this is inserted into a ZoneCard ticket wallet to enable access through the Subway entry gates.
Card Reader	<p>A terminal where your Bramble card can be read to check the validity of its Products or Entitlements, and updated to add and decrement products.</p>
Damaged	<p>A damaged Bramble card is a card that is faulty due to unreasonable damage by the holder or failure to maintain the card in a usable condition.</p>
Faulty	<p>A Bramble card that has ceased to work on station devices and that shows no sign of physical damage</p>
Eligible Service	<p>The mode or method of transport permitted by a particular product, subject to the limitations and restrictions detailed in the guidance document for the product.</p>



ITSO	The ITSO specification is a technical platform on which interoperable smart ticketing schemes can be built.
Operator	The company or private enterprise acting as a transport operator providing public passenger transport services
Product	A product is a ticket, or value, that can be loaded onto a customer's Smartcard.
Smartcard	A branded, ITSO accredited, reusable plastic card that can hold information and products.
Stored Travel Rights (STR)	The technical name for Subway Pay As You Go (PAYG) credit.
Third Party Smartcard	An ITSO smartcard other than a Subway (Bramble) smartcard – for example a ScotRail smartcard or a National Entitlement Card
Web Retail	The Subway smart ticketing website www.mybramble.co.uk

1.3 Purpose

You can use the Subway Web Retail website (www.mybramble.co.uk) for the following purposes:

- To register for a Subway Smartcard (Bramble card)
- To register an existing Third Party Smartcard
- To manage your account details
- To purchase ticket products (STR also known as Subway PAYG credit, or Subway season tickets) for the Subway Smartcard or Third Party Smartcard associated with your account.

1.4 Purchasing ticket products

Payments will show up on your bank Statement as “Nevis Technologies”.



2 Web Retail Privacy Policy

2.1 Data Protection

For the purposes of the Data Protection Act 2018, Strathclyde Partnership for Transport (“SPT”) act as a data controller. Your personal information will be properly safeguarded and processed in accordance with the requirements of the Act. SPT will use your data for the following purposes:

- to provide you with the service you applied for;
- to enable us to comply with our regulatory obligations;
- for the purposes of customer services and administration;
- for research and statistical analysis, including the provision of travel-related information;
- for the prevention of fraud;
- to process payment card transactions.

Personal data processed for any purpose, or purposes, shall not be kept for longer than is necessary for that purpose, or those purposes. For more information, please refer to SPT’s Subway Smartcard Privacy Notice which can be found [here](#).

2.2 Security of Payments

We ensure the security of your payment transactions through the adoption of the payment industry standard PCI DSS. Nevis Technologies does not hold any information about your financial transaction, other than details of the types of products you purchase and when that purchase was made.

2.3 Third Party Information

Unless you have given us permission to, we will not make your Subway Web Retail account details available to third parties, except in the following limited circumstances:

- when we are legally obliged to do so e.g. to law enforcement agencies and regulatory authorities.
- where there is a duty to disclose information in the public interest.

2.4 Security of your Subway Web Retail (Bramble) account

You are responsible for maintaining the confidentiality of your Subway Web Retail (Bramble) account user name and password to prevent unauthorised access to your account, as follows:



- you must keep your sign-in details private and take all reasonable precautions to prevent unauthorised, or fraudulent use of them.
- you agree to accept responsibility for all activities that occur on your online account.

You should change your password and inform us immediately if you have any reason to believe that your sign-in details have become known to anyone else, by emailing: smartcard-enquiries@spt.co.uk or calling the Smartcard Helpline, on 0141 333 3504 or 0845 271 0944.

Please note: calls to 0845 numbers will be charged at 2p per min (inc. VAT) plus your telecoms provider's access charge.

2.5 Changes to our privacy policy

Any changes we make to this privacy policy will be posted here, and notified to you by email, if appropriate.

3 Stored Travel Rights (Pay As You Go) Terms and Conditions

The following terms and conditions relate to the use of the Nevis Technologies Stored Travel Rights for Subway travel.

Stored Travel Rights are also known as Subway Pay As You Go (PAYG) credit.

Subway Stored Travel Rights can be loaded onto a Subway Card, or a Third Party Smartcard (including McGill's, ScotRail and Stagecoach Smartcards and National Entitlement Cards).

3.1 Stored Travel Rights (STR)

3.1.1 Stored Travel Rights (STR) represent monetary value loaded to your Smartcard. When you use your Smartcard at the Subway entry gates, the cost of your journey is deducted at the advertised rate.

3.2 Top-Ups

3.2.1 STR top-ups can be purchased online (see mybramble.co.uk) and at Subway stations.

3.2.2 The maximum STR balance which can be held on your Smartcard is £50.

3.2.3 Top-ups at may be subject to certain restrictions. For example; payment method and minimum top-ups.

3.3 STR Negative Balance

3.3.1 In some circumstances the STR balance on your smartcard may fall to negative value. A smartcard with a negative STR balance must be topped up with sufficient funds before it can be used again.



3.4 Daily Cap

3.4.1 A 'daily cap' is a maximum value that will be deducted from an STR balance for using a particular service in one day. It is not a limit to the use of the service but the maximum value you will be charged for using it. The STR daily cap on Subway applies after two journeys in a day. You will be charged for your first and second journeys in a day, but no further STR deductions will be made for any further journeys using the same Smartcard.

3.5 STR Refunds

Your STR balance does not have an expiry date and can be used for Subway travel at any time.

If you require a refund of your remaining balance, this can be requested by emailing: smartcard-enquiries@spt.co.uk or by calling the Smartcard Helpline on 0141 333 3504 or 0845 271 0944. Please note: calls to 0845 numbers will be charged at 2p per min (inc. VAT) plus your telecoms provider's access charge.

3.5.1 An administration charge of £3.00 is applicable.

4 Bramble Card Terms and Conditions

These are the Terms and Conditions which apply to the customer's usage of the Bramble card (Subway Smartcard).

4.1 General Conditions

4.1.1 Following completion of the application process, a Bramble card (Subway Smartcard) will be dispatched to your registered address. Nevis Technologies cannot take any responsibility for delivery. Replacement of non-delivered cards will be at the discretion of Nevis Technologies.

4.1.2 The photograph you supply for your Bramble card (Subway Smartcard) must be a true likeness and be a colour, passport-style photograph that shows a front view of your head and shoulders only.

4.1.3 We will only deliver to UK addresses.

If your name or address changes, you should notify Nevis Technologies by logging onto Web Retail account at www.mybramble.co.uk and updating your details. You can also update your details by emailing: smartcard-enquiries@spt.co.uk or by calling the Smartcard team on 0141 333 3504 or 0845 271 0944. Please note: calls to 0845 numbers will be charged at 2p per min (inc. VAT) plus your telecoms provider's access charge.

4.1.4 The use of your Bramble card (Subway Smartcard) will be subject to each transport operator's conditions of travel.

4.1.5 Your personalised Bramble card (Subway Smartcard) is valid for 15 years



from the date of issuance. After this period, your card will expire and you will be entitled to a replacement. Anonymous Bramble cards, which incur a fee, will be replaced free of charge on expiry.

- 4.1.6 Personalised Bramble cards (Subway Smartcards) are not transferable and we reserve the right to retain a Bramble card if it is found to have been used by someone other than the registered cardholder.
- 4.1.7 All personalised Bramble cards (Subway Smartcards) remain the property of Nevis Technologies and must not be tampered with, damaged or altered.
- 4.1.8 Only one personalised Subway Smartcard will be issued to an applicant; however replacements will be issued as required.
- 4.1.9 All intellectual property rights in the Bramble card brand remain the property of Nevis Technologies Limited.

4.2 Use of your Bramble card for Subway travel

- 4.2.1 You must present your Bramble card (Subway Smartcard) to the card readers (Subway entry gates) for every Subway journey you make. You should similarly present your Bramble card to the card readers, where provided, on any other eligible public transport services.
- 4.2.2 You must be prepared to show your Bramble card (Subway Smartcard) to Subway staff, agents or representatives during your journey when requested to do so. Failure to do so may lead to a penalty fare or prosecution.
- 4.2.3 Your Bramble card (Subway Smartcard) does not by itself entitle you to travel on any Subway or any other public transport services. You must have suitable ticket products loaded onto your card in order to travel on public transport services.

4.3 Use of a Third Party Smartcard for Subway travel

- 4.3.1 If you have Subway PAYG or a Subway season ticket stored on a Third Party Smartcard, you must present your Smartcard at the card readers (Subway entry gates) for every Subway journey you make.
- 4.3.2 You must be prepared to show your Smartcard to Subway staff, agents or representatives during your journey when requested to do so. Failure to do so may lead to a penalty fare or prosecution.
- 4.3.3 Your Third Party Smartcard does not by itself entitle you to travel on any Subway or any other public transport services. You must have suitable ticket products loaded onto your card in order to travel on Subway or other public transport services.

4.4 Lost or Stolen Bramble cards

You may need to replace your Bramble card if it is lost or stolen. In the case of a Personalised Subway Smartcard, or an Anonymous Subway Smartcard which has been registered to your Web Retail account, this can be done through your Web Retail account or by emailing: smartcard-enquiries@spt.co.uk , or by calling the Smartcard team on 0141 333 3504 or 0845 271 0944, as soon as possible. Please note: calls to 0845 numbers will be charged at 2p per min (inc. VAT) plus your telecoms provider's



access charge.

- 4.4.1 Your card will be cancelled to prevent unauthorised use.
- 4.4.2 We cannot prevent the unauthorised use of a lost or stolen Bramble card until it has been reported by the registered cardholder, when it will be cancelled.
- 4.4.3 Nevis Technologies will not be responsible for any travel costs incurred between the reporting of a lost or stolen Bramble card and the receipt of your replacement card. Any tickets bought in such circumstances are non-refundable.
- 4.4.4 If you lose your card, or it is stolen, you will be issued with a replacement; this may be subject to an administration fee.
- 4.4.5 If your card is a Personalised Bramble card, or an Anonymous Subway Smartcard which has been registered to your Web Retail account, any remaining products or value at the time of effective cancellation will be transferred to your replacement card.
- 4.4.6 If you tell us that you had other ticket products on your lost or stolen Bramble card (Subway Smartcard) – for example rail or bus tickets – we may pass your details to other public transport operators to allow them to assist you. We will only do so with your permission. Once cancelled, a Bramble card cannot be 'reactivated', even if you subsequently find it.
- 4.4.7 If you have an Anonymous Subway Smartcard, which has not been registered to a Subway Web Retail account, we cannot replace a lost or stolen card.

4.5 Faulty Bramble cards

- 4.5.1 If your Bramble card is faulty, we will replace it free of charge.
- 4.5.2 Faulty Cards must meet the criteria outlined in the fair wear and tear policy in Section 4. Please note that in the event of a dispute regarding a card being damaged or faulty, the decision of Nevis Technologies is final.
- 4.5.3 If you tell us that you had other ticket products on your faulty Bramble card (Subway Smartcard) – for example rail or bus tickets – we may pass your details to other public transport operators to allow them to assist you. We will only do so with your permission.

4.6 Lost, Stolen or Faulty Third Party Smartcards

In the event of a lost, stolen or faulty Third Party Smartcard – even where there are Subway ticket products on the card – you should first contact the organization which issued the card to you. You should advise the card issuing organization that you had Subway ticket products on the card.

4.7 Refunds

- 4.7.1 Any fees paid for the purchase of a Bramble card are non-refundable.
- 4.7.2 Product refunds are subject to the issuing operator's terms and conditions.



- 4.7.3 Refunds should not be confused with the transfer of tickets from lost, stolen and faulty cards.

5 Auto TopUp and Auto Renew

5.1 Subway Pay As You Go Auto Top Up

- 5.1.1 You can set up Auto Top Up on your Bramble card (Subway Smartcard) or third party smartcard. Once activated, whenever your Pay As You Go (PAYG) balance falls below the threshold amount of £6.00, we will attempt to top up your card by an amount you have chosen in advance from the following options: £10, £15, £20, £25, £30, £35.
- 5.1.2 We will collect payment from the payment card assigned for top-up payments when the balance on the PAYG falls below the threshold amount set by you.
- 5.1.3 As part of setting up your Auto Top Up you will enter into a Continuous Payment Authority arrangement with us and your bank. This gives us permission to take Auto Top Up payments from your debit/credit card when the balance falls below the threshold amount you have set. Such payments are only to pay for Auto Top Ups added to your Bramble card (Subway Smartcard) or third party smartcard.
- 5.1.4 Non-acceptance of your Continuous Payment Authority may be because there are insufficient funds in the nominated account, or that the debit/credit card being used for payment has expired or there is a system failure. If we are unable to take payment as expected, your Auto Top Up agreement will be cancelled.
- 5.1.5 We will send you an email within 48 hours each time a payment is taken from your account following an Auto top-up payment.
- 5.1.6 Payments will show up on your bank statement as “www.mybramble.co.uk”.
- 5.1.7 If your Bramble card (Subway Smartcard) or third party smartcard is lost or stolen your Bramble card or third party smartcard (including any Auto Top Up settings) will continue to operate as normal until you report it lost or stolen. You should therefore report any loss or theft as soon as possible.
- 5.1.8 If your Bramble card (Subway Smartcard) has an Auto Top Up setting and is lost or stolen and not reported, you will be liable for any ongoing Auto Top Up payment. You should report a lost or stolen card as soon as possible.
- 5.1.9 You can report your Bramble card (Subway Smartcard) as lost or stolen on 0141 333 3504 or 0845 271 0944 (Monday to Friday 08:30-16:45) or by email



to smartcard-enquiries@spt.co.uk.

- 5.1.10 Lost or stolen third party smartcards must be reported to the card issuer, and you should advise them that you had Subway ticket products on your card.
- 3.1.11 You may cancel or amend your Auto Top Up settings at any time online.
- 5.1.11 If your bank rejects a payment request on basis of your Continuous Payment Authority we will email you within 48 hours. Your Auto Top Up Agreement will be cancelled.
- 5.1.12 We will contact you with updates about your Auto Top Up instruction and continuous Payment Authority using the email address associated with your account.
- 5.1.13 If you opt to cancel your Auto Top Up Agreement you will be sent an email to confirm the cancellation.
- 5.1.14 We reserve the right to suspend, withdraw, amend or terminate operation of the Auto Top Up process at any time and we will use all reasonable endeavours to provide prior notification to you of such events.

5.2 Subway Season Ticket Auto Renewal


- 5.2.1 You can set up a Subway Season Ticket Auto Renewal on your Bramble card (Subway Smartcard) or third party smartcard if you have a valid Subway season ticket. Once activated, whenever your season ticket is due to expire we will attempt to renew it for the same validity period - either one week, one month (28 days) or one year, and payment will be taken from your nominated bank account.
- 5.2.2 As part of setting up your auto renewal you will enter into a Continuous Payment Authority arrangement with us and your bank. This gives us permission to take Auto Renewal payments from your debit/credit card on ad hoc basis. Such payments are only to pay for Auto Renewal for your Bramble card or third party smartcard.
- 5.2.3 Non-acceptance of your Continuous Payment Authority may be because we are unable to obtain authorisation from your bank for your payment or there is a system failure. If we are unable to take payment as expected, your Auto Renewal agreement will be cancelled.
- 5.2.4 We will send you an email within 48 hours each time a payment is taken from your account following an Auto renewal payment.



- 5.2.5 Payments will show up on your bank statement as “www.mybramble.co.uk”.
- 5.2.6 If your Bramble card or third party smartcard is lost or stolen your Bramble card or third party smartcard (including any Auto Renewal settings) will continue to operate as normal until you report it lost or stolen. You should therefore report any loss or theft as soon as possible.
- 5.2.7 If your Bramble card is lost or stolen has an Auto Renewal setting and is lost or stolen and not reported, you will be liable for any ongoing auto top-up payment. You should report a lost or stolen card as soon as possible.
- 5.2.8 You can report your Bramble card as lost or stolen on 0141 333 3504 or 0845 271 0944 (Monday to Friday 08:30-16:45) or by email to smartcard-enquiries@spt.co.uk
- 5.2.9 Lost or stolen third party smartcards must be reported to the card issuer, and you should advise them that you had Subway ticket products on your card.
- 5.2.10 You may cancel, amend or update your Auto Renewal settings at any time online; please note such changes may not take immediate effect.
- 5.2.11 If your bank rejects a payment request on basis of your Continuous Payment Authority we will email you within 24 hours. Your Auto Renewal Agreement will be cancelled.
- 5.2.12 We will contact you with updates about your Auto Renewal instruction and continuous Payment Authority using the email address associated with your account.
- 5.2.13 If you opt to cancel your Auto Renewal Agreement you will be sent an email to confirm the cancellation.
- 5.2.14 We reserve the right to suspend, withdraw, amend or terminate operation of the Auto Renewal process at any time and we will use all reasonable endeavours to provide prior notification to you of such events.

6 Fair Wear and Tear Policy

6.1 Responsibility for your Bramble card (Subway Smartcard)

- 6.1.1 You should ensure your Bramble card (Subway Smartcard) remains in good condition so that the card can be read and products checked, and is not damaged in any way e.g. broken or cracked.
- 6.1.2 Nevis Technologies reserves the right to charge a fee for replacing a Bramble
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card (Subway Smartcard) that has been damaged, or tampered with in any way.

- 6.1.3 Your Bramble card (Subway Smartcard) will be considered 'tampered with' if it has been: cut or bent; a deliberate hole made in the card; it is laminated or some other method by which the functionality of the card is rendered unusable.
- 6.1.4 If your Bramble card (Subway Smartcard) is damaged, you are responsible for ensuring you have a valid ticket to travel until your replacement is received.
- 6.1.5 The condition of your card should be such that your photograph can be clearly distinguished.

7 Liability

Nevis Technologies, or its agents, will endeavour to process the issuing of Bramble cards (Subway Smartcards) with reasonable care and skill. Nevis Technologies accepts no liability for damage or loss arising from the use of the Bramble card (Subway Smartcard).

8 Termination

Authorised staff have the right to withdraw a Bramble card (Subway Smartcard) if it has been misused in any way. If you misuse the card, you could be prosecuted.

Examples of misuse include knowingly allowing someone else to use your Bramble Card (Subway Smartcard).

9 Force Majeure/Events outwith our control

Nevis Technologies shall not be liable for any failure of your Bramble Card (Subway Smartcard), or the Subway Web Retail website (www.mybramble.co.uk), nor the inability of customers to use their smart tickets for any reason. While we regret any inconvenience caused as a result of failure or delay in performance of any of our obligations under these Terms that is caused by events outwith our reasonable control (a "Force Majeure" event).

10 Representations

We have done our best to ensure that all of the information in this document is correct, however Nevis Technologies shall not be held liable for any errors within the document.

11 Written communications

When using our Website, you accept that communication with us will be mainly electronic. We will contact you by email, or provide you with information by posting notices on our Website. For contractual purposes, you agree to this electronic means of communication and acknowledge that all contracts, conditions, notices, information and other communications that we provide you electronically comply with any legal



requirement that such communications be in writing. This condition does not affect your statutory rights.

12 Our right to vary these Terms and Conditions

We have the right to revise and amend these Terms and Conditions from time to time, to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

13 Contact Us

13.1 The Bramble scheme is organised and managed by Nevis Technologies, with customer services being provided by Strathclyde Partnership for Transport, 131 St. Vincent Street, Glasgow G2 5JF.

13.2 Email: smartcard-enquiries@spt.co.uk.

13.3 Telephone the Smartcard Helpline 0141 333 3504 or 0845 271 0944. Please note: calls to 0845 numbers will be charged at 2p per min (inc. VAT) plus your telecoms provider's access charge.

14 Closing your online Bramble account

14.1 If you no longer wish to have an online account, you can apply to close your account by emailing: smartcard-enquiries@spt.co.uk or by calling the Smartcard helpline on 0141 334 3504 or 0845 271 0944. Please note: calls to 0845 numbers will be charged at 2p per min (inc. VAT) plus your telecoms provider's access charge.

14.2 You will be required to confirm your identity by giving us your date of birth and the post code associated with your online account.

14.3 When your Bramble online account has been closed (and you continue to use your Smartcard), you will still be required to adhere to the Bramble Card Terms and Conditions as outlined at Section 5 of these terms and conditions.

