

Subway Smartcard & Smart Ticketing Website (smart.spt.co.uk)

Terms and Conditions

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1 Introduction

1.1 Overview

- 1.1.1 These terms and conditions are for the use of the smartcard ticketing for Subway travel, and use of the Subway smart ticketing website (smart.spt.co.uk).
- 1.1.2 You can use a smartcard for Subway travel without creating an account or using the Subway smart ticketing website.
- 1.1.3 It is not mandatory to use a smartcard for Subway travel, other options are available.

1.2 Definitions

1.2.1 In these conditions:

- ‘we’ and ‘us’ mean Strathclyde Partnership for Transport (SPT).
- ‘you’ means any customer using smartcard ticketing for Subway travel, and/or using the Subway smart ticketing website.
- ‘website’ refers to smart.spt.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.

Smartcard	A branded, ITSO accredited, reusable plastic card that can hold information and products (tickets for travel).
Subway Smartcard	A Subway branded, ITSO accredited smartcard. There are two types of Subway Smartcard currently in use: <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)
Third party smartcard	An ITSO smartcard other than a Subway smartcard – for example a ScotRail smartcard, a National Entitlement Card, or a ZoneCard branded smartcard.
ITSO	The ITSO specification is a UK standard for integrated smartcard ticketing. See www.itso.org.uk
Subway smart ticketing website	The Subway Smartcard website smart.spt.co.uk
Card reader	A terminal where your smartcard can be read to check the validity of its products (tickets for travel) or entitlements, where new products can be added to your smartcard, or where Pay As You Go (PAYG) credit can be deducted from your smartcard. Card readers include Subway entry/exit gates, ticket vending

	machines and ticket office machines.
Damaged	A damaged smartcard is a card that does not work on card readers due to being physically broken or otherwise affected by failure of the cardholder to maintain the card in a usable condition.
Faulty	A smartcard that has ceased to work on card readers and that shows no sign of physical damage.
Eligible service	The mode or method of transport permitted by a particular product (ticket), subject to the limitations and restrictions detailed in the guidance available for the product.
Operator	The entity trading as a transport operator providing public passenger transport services
Product	A season ticket, or PAYG credit, loaded onto a customer's smartcard and used for Subway travel.
Stored Travel Rights (STR)	The technical name for Subway Pay As You Go (PAYG) credit.

1.3 Privacy

The Subway Smartcard Privacy Notice can be found at www.spt.co.uk/privacy.

2 Subway Smartcard Terms and Conditions

These are the Terms and Conditions which apply to your use of a smartcard for Subway travel.

You can use the following smartcards for Subway travel:

- Personalised Subway Smartcard, which you can apply for at [smart.spt.co.uk](https://www.smart.spt.co.uk)
- Anonymous Subway Smartcard, which you can purchase at a Subway station
- Third party smartcard – a compatible ITSO card such as a ScotRail smartcard, National Entitlement Card, or ZoneCard branded smartcard.

2.1 Personalised Subway Smartcard - General Conditions

- 2.1.1 The photograph you supply for your Subway Smartcard must be a true likeness and should be a colour, passport-style photograph that shows a front view of your head and shoulders only.
- 2.1.2 Following completion of the application process, a Subway Smartcard will be sent to the address on your account.
- 2.1.3 We will only deliver personalised Subway Smartcards to UK addresses.
- 2.1.4 If your name or address changes, you should notify SPT by logging onto Subway smart ticketing account at www.smart.spt.co.uk and updating your details. You can also update your details by emailing: smartcard@spt.co.uk or by calling the Smartcard team on 0141 333 3504 (Mon-Fri 09:30-15:30).
- 2.1.5 Your personalised Subway Smartcard is valid for 15 years from the date of issue. After this period, your card will expire and you will be entitled to a replacement.
- 2.1.6 Personalised Subway Smartcards are not transferable and SPT reserve the right to retain a Subway Smartcard if it is found to have been used by someone other than the registered cardholder.
- 2.1.7 All personalised Subway Smartcards remain the property of SPT and must not be tampered with, damaged or altered.

2.2 Use of your smartcard for Subway travel

- 2.2.1 The use of your smartcard for Subway travel is subject to the Subway conditions of travel <https://www.spt.co.uk/about-us/who-we-are/our-services/conditions-of-travel/>
- 2.2.2 You must have a valid product (electronic ticket), PAYG credit or other entitlement to travel, in order to use your smartcard for Subway travel. Your smartcard does not by itself entitle you to travel on the Subway (or any other public transport services).
- 2.2.3 You must present your smartcard to the card readers (Subway entry and exit gates) for every Subway journey you make.
- 2.2.4 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 prosecution in terms of the Glasgow Subway Byelaws.

2.3 Lost or Stolen Subway Smartcards

You will need to replace your Subway Smartcard if it is lost or stolen. In the case of a personalised Subway Smartcard, this can be done through your Subway smart ticketing account, by emailing: smartcard@spt.co.uk , or by calling the Smartcard team on 0141 333 3504.

- 2.3.1 When it is reported lost or stolen, SPT will cancel your card to prevent unauthorised use.
- 2.3.2 We cannot prevent the unauthorised use of a lost or stolen Subway smartcard until it has been reported by the registered cardholder.
- 2.3.3 SPT will not be responsible for any travel costs incurred as a result of a lost or stolen Subway smartcard.. Any travel undertaken prior to receipt of a replacement card must be paid for and is non- refundable.
- 2.3.4 If you lose your card, or it is stolen, you will be issued with a replacement should you so request. This may be subject to an administration fee.
- 2.3.5 If your card is a personalised Subway smartcard, or an anonymous Subway Smartcard which has been registered to your Subway smart ticketing account, any remaining products or value at the time of effective cancellation will be transferred to your replacement card.
- 2.3.6 If you tell us that you had other ticket products on your lost or stolen 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 Subway smartcard cannot be ‘reactivated’, even if you subsequently find it.
- 2.3.7 If you have an anonymous Subway Smartcard, which has not been registered to a Subway smart ticketing account, we cannot replace a lost or stolen card.

2.4 Faulty Subway smartcards

- 2.4.1 If your Subway smartcard is faulty, we will replace it free of charge.
- 2.4.2 Faulty Cards must meet the criteria outlined in the fair wear and tear policy in Section 2.5. Please note that in the event of a dispute regarding a card being damaged or faulty, the decision of SPT is final.
- 2.4.3 If you tell us that you had other ticket products on your faulty 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.

2.5 Fair Wear and Tear policy

- 2.5.1 You should ensure your 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.
- 2.5.2 SPT reserves the right to charge a fee for replacing a Subway Smartcard that has been damaged, or tampered with in any way.
- 2.5.3 Your 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.
- 2.5.4 If your Subway Smartcard is damaged, you are responsible for ensuring you have a valid ticket to travel until your replacement is received.

2.5.5 In the case of a personalized card, your photograph must be clearly visible

2.6 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.

2.7 Refunds

2.7.1 Any fees paid for the purchase of a Subway Smartcard are non-refundable.

2.7.2 Product refunds are subject to the issuing operator's terms and conditions.

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

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

The following terms and conditions relate to the use of the Stored Travel Rights (STR) for Subway travel.

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

Subway PAYG credit can be loaded onto a Subway Smartcard, or a compatible third party smartcard (including ScotRail smartcards and National Entitlement Cards).

3.1 Subway PAYG credit

3.1.1 PAYG credit represents 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 Subway PAYG top-ups can be purchased online (see smart.spt.co.uk) and at Subway stations.

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

3.2.3 Top-ups 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 PAYG balance on your smartcard may fall to negative value. A smartcard with a negative PAYG 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 a PAYG 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 PAYG 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 deductions will be made for any further journeys using the same Smartcard.

3.5 PAYG Refunds

- 3.5.1 Your PAYG balance does not have an expiry date and can be used for Subway travel at any time.
- 3.5.2 If you require a refund of the remaining PAYG balance on a personalized Subway smartcard, this can be requested by emailing: smartcard@spt.co.uk or by calling 0141 333 3504.
- 3.5.3 An administration charge of £3.00 is applicable.

4 Subway smart ticketing website

4.1 Purpose

You can use the Subway smart ticketing website (smart.spt.co.uk) for the following purposes:

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

4.2 Security of your Subway Smartcard website account

- 4.2.1 You are responsible for maintaining the confidentiality of your Subway smart ticketing account user name and password to prevent unauthorised access to your account. You must keep your sign-in details private and take all reasonable precautions to prevent unauthorised, or fraudulent use of them.
- 4.2.2 You accept responsibility for all activities that occur on your online account.
- 4.2.3 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@spt.co.uk or calling the Smartcard Helpline, on 0141 333 3504 (Monday to Friday 09:30 to 15:30).

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 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 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 If your Subway Smartcard or third party smartcard is lost or stolen, your 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.
- 5.1.7 If your 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.
- 5.1.8 You can report Subway Smartcard as lost or stolen on 0141 333 3504 (Monday to Friday 09:30-15:30) or by email to smartcard@spt.co.uk.
- 5.1.9 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.
- 5.1.10 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 If the function is enabled by SPT, you can set up a Subway Season Ticket Auto Renewal on your 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 Subway smartcard 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.smart.spt.co.uk".

- 5.2.6 If your Subway smartcard or third party smartcard is lost or stolen your card will continue to operate as normal (including any Auto Renewal settings) until you report it lost or stolen. You should therefore report any loss or theft as soon as possible.
- 5.2.7 If your Subway smartcard 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 Subway smartcard as lost or stolen on 0141 333 3504 (Monday to Friday 09:30-15:30) or by email to smartcard@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 Liability

SPT, or its agents, will endeavour to process the issuing of Subway Smartcards with reasonable care and skill. SPT accepts no liability for damage or loss arising from the use of the Subway Smartcard or any other smartcard for Subway travel.

7 Termination

SPT has the right to withdraw a 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 Subway Smartcard.

8 Force Majeure/Events outwith our control

SPT shall not be liable for any failure of your Subway Smartcard, or the Subway smart ticketing website (smart.spt.co.uk), or 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).

9 Representations

SPT has endeavoured to ensure that all of the information in this document is correct, however SPT shall not be held liable for any errors within the document.

10 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.

11 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.

12 Contact Us

12.1 The Subway smart ticketing scheme is organised and managed by Strathclyde Partnership for Transport, 131 St. Vincent Street, Glasgow G2 5JF.

12.2 Email: smartcard@spt.co.uk.

12.3 Telephone 0141 333 3504 (Monday to Friday 09:30-15:30).

13 Closing your online account

13.1 If you no longer wish to have an Subway smart ticketing account, you can apply to close your account by emailing: smartcard@spt.co.uk or by calling the Smartcard helpline on 0141 334 3504 (Monday to Friday 09:30-15:30).

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

13.3 When your Subway smart ticketing account has been closed (and you continue to use your Smartcard), you will still be required to adhere to the Subway Smartcard Terms and Conditions as outlined in these terms and conditions.