

## 16+ Zip Oyster Photocard Scheme 2020-2021: Terms and Conditions

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### Section 1- Introduction

1. These Terms and Conditions apply to all applicants for a 16+ Zip Oyster photocard (referred to as a '**photocard**'). This can be:
  - 1.1. a parent/guardian applying on behalf of their child (the applicant) aged under 18; or
  - 1.2. an applicant aged 18 or over who is applying for a 16+ Zip Oyster photocard for themselves
  - 1.3. For the purposes of these Terms and Conditions the parent/guardian/applicant over 18 will be referred to as the web account holder and the applicant (or photocard holder) is the person who will be receiving a 16+ Zip Oyster photocard.
2. The provision of the travel concession is not a statutory right and TfL reserves the right to refuse any application for a 16+ Zip Oyster photocard.
3. The 16+ Zip Oyster photocard allows the holder to pay as you go at half the adult rate on TfL services and most National Rail services where pay as you go is accepted
4. It also gives free bus and tram travel to those eligible as per the criteria in Section 2.
5. TfL may terminate or revise the Scheme or amend these Terms and Conditions at any time.
6. It is the responsibility of the applicant and web account holder to be familiar with these Terms and Conditions. The most up-to-date Terms and Conditions for TfL's travel concessions are available online.
7. Use of a 16+ Zip Oyster photocard is deemed to constitute acceptance of these Terms and Conditions.
8. All photocards are the property of TfL and are issued in accordance with [TfL's Conditions of Carriage](#).
9. We may refuse to issue or replace a photocard at our discretion.

### Section 2 - Eligibility criteria

1. The 16+ Zip Oyster photocard scheme gives either:

- Free travel on buses and trams, and pay as you go at half adult rate on all other TfL services and most National Rail services where pay as you go is accepted (Free Bus and Tram Travel or
  - Pay as you go at half adult rate on all TfL services and most National Rail services where pay as you go is accepted (Half rate travel).
2. To be eligible for free bus and tram travel the applicant must be:
- aged 16 or 17 on the 31 August 2020 and,
  - living in a London borough

**Or**

- aged 18 on the 31 August 2020, and,
- in full-time education\* (their educational establishment must confirm this) and,
- living in a London borough

\*Full-time education, for the purposes of 16+ Zip Oyster photocard eligibility, means: a minimum of 12 hours of guided learning per week - between 09:00 and 17:00 Monday-Friday for a minimum of ten weeks, on further education courses at level 3 or below in a school sixth form, sixth form college, academy, further education college or other training provider. Examples of level 3 courses are A Levels (AS/A2), vocational awards such as BTEC and NVQ qualifications at Level 3, and the International Baccalaureate. They also include apprenticeships and training courses funded by the Education and Skills Funding Agency provided the age criterion (18 or under on 31 August 2020) is met. The school, college or training provider will be able to confirm whether the course qualifies.

3. A young person may only hold one active TfL Oyster photocard at any time. If an applicant has more than one photocard, all photocards will be stopped without notice.

### **Section 3 - Online application process**

1. All applications must be made online at [www.tfl.gov.uk/photocard](http://www.tfl.gov.uk/photocard)
2. Applications for photocards must be made by the parent/guardian if the applicant is aged under 18. Those aged 18 or over must apply for themselves.
3. We define the parent/guardian of someone aged under 18, as an adult that the applicant lives with for the majority of the time (if there is a dispute about this, we will make a decision based on information available to us). The address provided in the web account should be the address of this parent/guardian.
4. We will only discuss an application with the parent/guardian (web account holder) who originally made the application or the applicant.
5. To apply online, the parent/guardian (web account holder) or the applicant (if aged 18 or over) must have a web account. To create a web account, you will need a valid, active

email address and you will need to provide your name and address. You will also need to provide your date of birth to confirm that you're aged 18 or over. Applicants aged 18 or over must create a web account in their own name, using their own date of birth. If the email address has already been used for another TfL web account, you'll need to use a different email address.

6. Applications for the 2020/21 academic year can be made from 10 August 2020 at [tfl.gov.uk/photocard](https://tfl.gov.uk/photocard)
7. If you apply before 10 August 2020 then we will consider your application to have been made in the 2019/20 academic year and your photocard will expire in line with the 2019/20 academic year. This may be a shorter expiry date than you expect.
8. You must upload a colour image of the applicant's/your machine-readable passport during the online application process. This must be in 'PNG' or 'JPEG' format. The image must clearly show the applicant's/your photo, name and passport number.
9. Only an image of the applicant's/your machine-readable passport should be uploaded. Other documentation is not acceptable.
10. The passport image will be checked as part of the applicant's/your application. If the image does not meet our criteria, we will let you know by email. You will have to upload a new image of the applicant's /your passport before we issue a 16+ Zip Oyster photocard.
11. If we consider the details or evidence you provide are inaccurate or unreliable, we will not issue a 16+ Zip Oyster photocard.
12. You must complete all sections of the online application form and confirm your agreement to these Terms and Conditions.
13. If you are unable to complete all sections of the online application form, you will be able to print off a verification letter (see section 4) and take it, along with the required proofs of identity and eligibility, to a Post Office in London.
14. Where an application made by a web account holder is accepted by TfL, there is an agreement between TfL and the web account holder.
15. We may contact a web account holder or applicant and ask them to provide further proof of the applicant's eligibility. If this happens, a photocard will not be issued (or an existing photocard may be stopped) until satisfactory further proof has been sent in.
16. The web account holder or applicant must pay a £20 non-refundable administration fee for the application. The administration fee is non-refundable even if the application is rejected. There is a £10 non-refundable administration fee if you're replacing a lost, stolen or damaged photocard.
17. Teachers may not apply on behalf of their students. If they do, the application is liable to be rejected and any photocard issued may later be stopped.
18. You will need to upload a photo in PNG or JPEG format for use on the 16+ Zip Oyster photocard so that you are identifiable as the holder of the photocard. The photo should be a true likeness of you and must be a full-face photo of your head and shoulders. You should not be wearing anything that covers your head or face, unless it's consistently worn for medical or religious reasons. Your photo must be:
  - clear and in focus;
  - in colour; and
  - unaltered by computer software.
19. Photos including graphics and/or filters will not be accepted.

20. Ink jet quality photos are not accepted.
21. Your application will be rejected if your photograph does not meet the above requirements.
22. We are not liable for any application, rejection letter, email or photocard lost, damaged or delayed or email not received by you or TfL. This includes any delay in the photocard being received in the post. TfL is not liable for any fares paid while waiting for applications to be processed or photocards to be received.
23. If a photocard has been sent out and TfL is satisfied that it has not been received, we will generally send another one free of charge. If you gave us your mobile number, we will text you when we have posted your photocard. Contact us if you have not received it within two weeks of applying.
24. When an application is received for a new photocard or to replace a lost, stolen, damaged or failed card, or to update a photo, any existing photocard will stop working on or shortly after the issue of the replacement photocard. This may mean that the photocard will stop working before the date printed on the photocard. While waiting for a new photocard, the photocard holder will need to pay for their travel if their existing photocard has been stopped.
25. No refunds will be made for travel made before an applicant receives their photocard, however a goodwill payment may be considered where TfL is satisfied that there was a fault or failure on the part of TfL.
26. If we have withdrawn a photocard that was previously issued, a replacement photocard may not be issued unless the applicant has fulfilled all of the conditions necessary to have their photocard reinstated.

#### **Section 4 – Post Office verification letters**

1. If you don't have a valid machine-readable passport or need your school to confirm that you are in full time education, you will be prompted to download a verification letter. You will need to take it to a Post Office in London with any relevant identification/and or to pay the administration fee by credit/debit card or cash. Cheques are not accepted.
2. The verification letter is valid for two weeks from the date of application. If you do not go to the Post Office during that time, the verification letter will expire, and you will need to download another one. If you are verifying your address at the Post Office, you must provide proof of address using:
  - a residential utility bill (dated within the last three months),
  - current council tax bill
  - bank, building society or credit card statement (dated within the last three months)
  - current council or Housing Association rent book or statement
  - a current full UK driving or provisional licence.
3. If you are verifying your age at the Post Office, you must provide proof of age using:
  - a valid passport
  - an ID card from a European Economic Area country
  - a birth certificate
  - a current full UK driving or provisional licence
  - a Biometric Residency Permit

If the date of birth provided in the application doesn't match the date in the identification provided, the application will be rejected.

4. If you need to verify that you're in full time education, you will need to create your own web account and print a verification letter for your school to endorse. Once endorsed, you will need to take it to a Post Office to complete your application.
5. We may contact the Post Office if there are concerns about the proof of eligibility provided at a particular branch. If this happens, we will not issue a photocard (or an existing photocard may be stopped) until it has been investigated.
6. Where an applicant's eligibility is based on being in full-time education, TfL may contact the educational establishment to provide further proof of the applicant's eligibility. If this happens, we will not issue a photocard (or an existing photocard may be stopped) until satisfactory further proof has been provided by the educational establishment.
7. If you provide a mobile number, we can text you to let you know that we have sent your photocard to you.

## Section 5 - Applications for collection at a Visitor Centre

1. All conditions outlined in section 3 apply.
2. If we are unable to verify the applicant's age online, or you live overseas, the photocard must be collected from a [Visitor Centre](#). You will be able to select your preferred Visitor Centre during the application process. Once your application is complete, we cannot change the collection place or date. If you want to change it, you will need to make a new application and pay the £20 administration fee.
3. If you are collecting your photocard from a Visitor Centre, you must apply at least 28 days before your preferred collection date.
4. If the image of your passport is rejected, you will need to upload a new one.
5. If the applicant's photo is rejected, you will need to upload a new one. If there is less than 28 days before the collection date, you will have to select a new collection date
6. The photocard will only be available at the Visitor Centre you have nominated. It will be available from the collection date you have specified in your application, for a maximum period of 14 days. After that time it will no longer be available for collection.
7. You will need to bring your confirmation email with you when you go to the Visitor Centre to collect the applicant's photocard. This is needed to locate the photocard and to verify you have completed your application successfully.
8. Visitor Centre staff will not issue the photocard if you do not provide the required proof of age. This should be either the applicant's passport, ID card from a European Economic Area country or birth certificate. No other documents will be accepted as proof of age.

## Section 6 - How to use a 16+ Zip Oyster photocard

1. The clauses below (6.2, 6.3 and 6.4) apply to the 16+ Zip Oyster photocard holder.
2. The photocard holder must always touch in when using buses and trams, and touch in and out when using Tube, Docklands Light Railway, London Overground, TfL Rail, Emirates Air Line, River and most National Rail services in London.

3. If the photocard holder has free bus and tram travel and is travelling on services other than buses and trams they need to have enough pay as you go credit for their journey, or a valid Travelcard.
4. If there is insufficient pay as you go credit on their photocard or they do not touch in or out properly when using pay as you go, their photocard may stop working. If this happens, they must top it up before they can travel again.

## Section 7 - Enforcement

1. The travel concession is not a legal right. Any breach of the terms and conditions and the Behaviour Code, may, at the discretion of TfL, result in the withdrawal of a photocard and the photocard holder may not be able to get another one.
2. The photocard is not transferable and may only be used by the photocard holder. If the photocard holder allows others to use it, we may stop the 16+ Zip Oyster photocard and the person using it may be subject to a penalty fare or prosecution. They may lose their eligibility for concessionary travel for a period of time.
3. The photocard holder must carry their 16+ Zip Oyster photocard with them when travelling and show their 16+ Zip Oyster photocard when required.
4. TfL monitors the Scheme for fraudulent use. If fraudulent use is detected, TfL may stop the 16+ Zip Oyster photocard without notice and the photocard holder may be subject to prosecution
5. Use of the photocard to obtain free or discounted travel when the photocard holder is not or no longer eligible is fraudulent and may lead to prosecution.
6. We do not tolerate our staff or agents being threatened or abused, physically, verbally or in writing. Any such conduct by the applicant and/or the web account holder may result in any application being rejected or the 16+ Zip Oyster photocard being cancelled or withdrawn. TfL may, for a period or indefinitely, reject or refuse to consider applications for concessionary travel from anyone who engages in such conduct.
7. If we are aware of fraudulent activity relating to the usage of the 16+ Zip Oyster photocard by the web account holder or the photocard holder, the photocard will be stopped and the photocard holder may not be allowed another 16+ Zip Oyster photocard.
8. If the photocard is withdrawn by a ticket inspector, or a bus driver, the web account holder or photocard holder will need to contact us to arrange for a new 16+ Zip Oyster photocard to be issued. You will need to pay an administration fee for this. If a sanction is applied to the photocard holder then their 16+ Zip Oyster photocard will be stopped and they will not be eligible for discounted travel until their sanction has expired. Once their sanction has expired, you will need to apply for a new 16+ Zip Oyster photocard and you'll need to pay for this.
9. If the photocard holder has had their photocard withdrawn, you can contact the enforcement team at [IAP@tfl.gov.uk](mailto:IAP@tfl.gov.uk)

## Section 8 - Behaviour Code

1. The Behaviour Code below applies to the 16+ Zip Oyster photocard holder and it is the parent/guardian's responsibility to ensure they understand it and adhere to it.

TfL's Behaviour Code exists to ensure you travel safely and show respect for our passengers, staff and property. You must follow it, or you might lose your travel concession or 16+ Zip Oyster photocard. Expected behaviours include, but are not limited to, the following:

### **Act in a considerate and responsible manner**

- Act safely
- Cooperate with our staff and treat them and other passengers with respect
- Use language that does not cause offence to others
- Ensure you are the only person that can hear your music
- Ensure you pick up all your litter
- Keep your feet off the seats
- Give up your seat for others

### **Look after your Oyster photocard**

- Ensure it is not used by another person
- Ensure your photo is clearly recognisable and the card is in good condition
- If it is lost, stolen or damaged, report it to TfL immediately, even if you do not plan to get a replacement straight away

### **Use your Oyster photocard correctly**

- Always touch in on buses and trams
- Always touch in and touch out on the Tube, London Overground, TfL Rail, DLR and National Rail services
- Pay the correct fare if you do not have your valid photocard with you, or it is damaged
- Pay any penalty fare that has been issued to you

### **You must not:**

- Smoke, or use an electronic cigarette, take drugs or drink alcohol on our vehicles and/or premises
- Behave in a way that we consider to be antisocial
- Commit any crime that affects our services, passengers, staff or property
- Breach the Conditions of Carriage Public Service Vehicles Regulations (1990) or any TfL Byelaw

### **Earn your travel back**

If you've had your Zip Oyster photocard removed for breaching the Young Person's Behaviour Code, you can earn it back by volunteering in your local community.

We'll let your parent or guardian know that your travel concession has been withdrawn and give them details about how you can earn your travel back via volunteering opportunities.

You can't take part if:

- You had your concession removed because of criminal behaviour
- You've taken part in the Earn Your Travel Back scheme before for a previous withdrawal

## Section 9 - Obligations of the web account holder

1. The web account holder may in some instances be the photocard holder.
2. The web account holder is expected to ensure that the photocard holder is aware of and adheres to the [Behaviour Code](#).
3. You must complete all parts of the application and confirm that the applicant accepts the terms and conditions.
4. You must notify us immediately of any change to your details, including change of home address or email address.
5. If you change or update your details and you no longer meet the eligibility criteria, then your 16+ Zip Oyster photocard will be stopped.
6. TfL will contact you with important updates, information and required action concerning your 16+ Zip Oyster photocard, using the home address or email address you provided at time of application. It is your responsibility to ensure that the contact details we hold for you are up to date. TfL is not liable for any undelivered emails or letters.
7. If the applicant's/your 16+ Zip Oyster photocard is lost, stolen or damaged, you will need to request a replacement online via your web account or by calling TfL Customer Services. A fee of £10 is payable for replacement photocards.
8. If the applicant's/your 16+ Zip Oyster photocard doesn't work when you touch it on a yellow card reader, it may be faulty. If there is no visible damage such as scratches, cracks or bends, call TfL Customer Services to get a free replacement. We may ask you to send in the failed card to confirm that it's faulty.
9. If TfL is satisfied that the 16+ Zip Oyster photocard is faulty, TfL may refund any fares incurred by the applicant/you for travel between the date that you reported the photocard not working and the date of delivery of a replacement.
10. You must send us the tickets or provide other evidence for every journey you claim for.
11. If the applicant's or your appearance changes significantly, you should order a replacement photocard immediately. You will need to pay a fee and upload a new photo. If the photocard holder cannot be identified by the photo, their photocard may be withdrawn and they may lose their eligibility for concessionary travel for a period of time. If their photocard is withdrawn, you will need to apply for and pay for a new photocard for the applicant.
12. You must notify us of any change to the photocard holder's details, including change of address.
13. You need to make sure the photocard holder has sufficient pay as you go credit for their journey, or a valid season ticket.
14. If the applicant does not have their 16+ Zip Oyster photocard with them, then they will need to pay an Adult fare to travel.
15. If the photocard is lost, stolen or damaged, you must report it to TfL as soon as possible, even if you are not going to order a replacement straight away. You can do this by signing into your web account; online at [tfl.gov.uk/photocard](http://tfl.gov.uk/photocard) or by calling TfL Customer Services.
16. You will need to pay a non-refundable administration fee when replacing a photocard that is lost, stolen or damaged.
17. If the photocard stops working, you should contact TfL as soon as possible. You may be eligible for a refund for the fares paid while waiting for a replacement photocard. Visit our [refunds pages](#) for more information.



18. If there was a discount rate season ticket and/or pay as you go credit on the lost, stolen, damaged or failed Oyster photocard, or if the applicant's Oyster photocard has expired and a new one has been ordered, we will aim to issue a new photocard with the remaining products and/or pay as you go on it. Where this is not possible, we may at our discretion arrange a refund. Visit our [refunds pages](#) for more information.
19. If the photocard holder needs to change the name on their photocard (whether they have changed it by deed poll or not) contact TfL Customer Services for advice.

## **Section 10 - Obligations of the 16+ Zip Oyster photocard holder**

1. The clauses below (11.2, 11.3 and 11.4) apply to the 16+ Zip Oyster photocard holder.
2. All applicants must agree to the Behaviour Code and follow its guidance at all times when using public transport.
3. The photocard holder must make sure that TfL is notified immediately if they lose their photocard.
4. If you do not have your photocard with you then you need to pay Adult fares for your travel.

## **Section 11 - Privacy Notice**

Transport for London (TfL), its subsidiaries and service providers, will use your personal information and that of the child named in this application for the purposes of customer services and administration, the provision of travel related information, customer research and fraud prevention. The use of this Oyster photocard, in connection with National Rail products or services, or London river services will authorise TfL to share the concession holder's personal information with relevant Train Operating Companies (TOCs) and river service operators so that they can use it for the purpose of fraud prevention. Any personal information will be properly safeguarded and processed in accordance with the requirements of privacy and data protection legislation. Further information is available at [www.tfl.gov.uk/privacy](http://www.tfl.gov.uk/privacy)

Relevant police services, and Local Authority Anti Social Behaviour units may provide TfL with details of any breaches of the Behaviour Code and/or criminal convictions, warnings, reprimands, or other sanctions issued in relation to offences that have been committed by the concession holder on, or in relation to, London's public transport network. Such information may be used as the basis for the withdrawal of the concession and TfL may inform the police of any decision to withdraw the concession.

In certain circumstances, TfL, relevant TOCs and river service operators may also share the personal information provided in this application form with the police and other law enforcement agencies for the purposes of the prevention or detection of crime.

TfL may contact the concession holder shortly before the expiry of this travel concession, to inform them of the ticketing options available from that date.