

## Photocard terms and conditions

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### Section 1 - Introduction

1. In these conditions ‘we’ and ‘us’ means Transport for London (TfL) and ‘you’ means you the customer.
2. These terms and conditions only apply to tickets or pay as you go credit bought on the photocard website.
3. All order items are issued subject to TfL’s Conditions of Carriage. For more information visit [tfl.gov.uk/terms](http://tfl.gov.uk/terms)
4. We will contact you with important updates about your order item, using the email address on your record.
5. You must notify us of any changes to your contact details, including a change of email address.
6. It is your responsibility to regularly check for email notifications from us.
7. Nothing in these terms and conditions affects your statutory rights.
8. We may amend these terms and conditions from time to time. The terms and conditions in force at the time of your order will apply to the contract between you and us.

### Section 2 – Placing your order

1. The price and availability of order items are subject to change.
2. Orders placed before 11pm will usually be available for activation when your selected station opens the following day.
3. Orders placed after 11pm will usually take an extra day to reach your selected station

### Section 3 - Prices

1. The prices of the order items are as quoted on the photocard website at the time you submit your order.
2. We take all reasonable steps to ensure that the prices on the photocard website are correct.

### Section 4 – Making a payment

1. We use DataCash’s payment gateway which is an encrypted secure payment mechanism to ensure your payment card details are safe.

2. We only accept payment for orders in pounds (£) sterling.
3. We only accept payment for orders by American Express, Maestro, MasterCard, Visa and Visa Electron and Solo.
4. Your payment card must be registered to a UK address.
5. We do not retain your payment card details.
6. All card payments are subject to authorisation by your card issuer.
7. Payment will show up on your bank statement as 'TFL\_OYST\_PHOTOCARD'
8. When you order a new 18+ Student or Apprentice Oyster photocard, and also add pay as you go credit or buy a Travelcard to it; the administration fee cost and sales cost will show as two separate transactions on your bank statement
9. Non-acceptance of your order may be due, but is not limited to, any one of the following reasons:
  - We are unable to obtain authorisation from your bank for your payment or
  - There is a system failure

## **Section 5 – Cancelling your order**

1. You may cancel your order up until 8pm on the day you made your order. If you place your order after 8pm, you have until 8pm the following day to cancel your order, provided that the order has not been activated. To cancel your order please call TfL Customer Services on 0343 222 1234\* and we will refund you to the credit or debit card you used to pay for your order. You may not cancel your order if your order has been activated.

## **Section 6 – Activating you order item(s)**

1. To activate your order item(s), touch your Oyster photocard on a yellow card reader at the station or tram stop you selected as part of a valid journey.
2. You can only activate your order item(s) as part of a journey on Tube, tram, DLR, London Overground or National Rail services.
3. You cannot activate your order item(s) on yellow card readers on buses, at ticket office windows, self-service ticket machines, TICs or Oyster Ticket Stops...
4. If you activate your order item(s) on your Oyster photocard but don't make a journey you will be charged a maximum fare of up to £8.80.
5. Pay as you go credit order items remain at the gate for 8 days. If you do not activate your pay as you go credit order item within that time, your order will be cancelled and automatically refunded.
6. If you do not activate your Travelcard order item within 2 days after the chosen start date, your Travelcard order item will no longer be available and you will be automatically refunded.
7. Refunds will be made to the payment card you used and should be in your account within 5-7 working days.

## Section 7 – Use of our site

1. Use of our site is governed by our website terms and conditions. For more information visit [www.tfl.gov.uk/terms](http://www.tfl.gov.uk/terms).

## Section 8 – Our liability

1. If we fail to comply with these terms and conditions, we are responsible for any loss or damage you suffer that is a foreseeable result of our breach. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it could have been contemplated by you and us at the time we entered into this contract.
2. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations contained within these terms and conditions that is caused by an event which is beyond our reasonable control (including, without limitation, strikes, riot, terrorist attack or threat of terrorist attack, war, or threat of war, fire, explosion, storm, flood, epidemic or other natural disaster, or failure of public or private telecommunications networks).
3. If an event beyond our reasonable control takes place that affects the performance of our obligations under these terms and conditions, then these obligations and the time for performance of our obligations will be extended for the duration of the event outside our control.
4. You may cancel an order affected by an event beyond our reasonable control by calling us on 0343 222 1234\* and, if applicable, we will refund some or all of the price you have paid.

## Section 9 – Other important terms

1. These terms and conditions are between you and us. No other person shall have any rights to enforce any of these terms and conditions.
2. These terms and conditions are governed by English law and any dispute or claim arising out of them will be governed by English law and the English courts will have non-exclusive jurisdiction.

\*Most providers offer call packages that allow calls free of charge at certain times, 020 and 034 numbers are usually included in these packages. Outside of these, calls from landlines are typically charged between 2p and 10p per minute and calls from mobiles typically cost between 10p and 40p per minute. Connection charges may apply.