

oyster[®] Conditions of Use
on National Rail services

26 August 2011 until further notice

1. Introduction

- 1.1. These conditions of use (“Conditions of Use”) set out your rights and obligations when using an Oyster card to travel on National Rail services. They apply in addition to the conditions set out in the National Rail Conditions of Carriage, which you can view and download from the National Rail website www.nationalrail.co.uk/conditionsofcarriage. Where these Conditions of Use differ from the National Rail Conditions of Carriage, these Conditions of Use take precedence when you are using your Oyster card.
- 1.2. When travelling on National Rail services, you will also have to comply with the Railway Byelaws. You can get a free copy of these at most staffed National Rail stations, or download a copy from the Department for Transport website www.dft.gov.uk.
- 1.3. All Train Companies operating services into the London Fare Zones Area accept valid Travelcards issued on Oyster. In addition, the following Train Companies accept pay as you go on Oyster cards for travel on their services within the London National Rail Pay As You Go Area.
- c2c Rail Limited
 - First Capital Connect Limited
 - First Greater Western Limited (*trading as First Great Western*) **(including Heathrow Connect services between London Paddington and Hayes & Harlington)**
 - London Eastern Railway Limited (*trading as National Express East Anglia*)
 - London & Birmingham Railway Limited (*trading as London Midland*)
 - London & South Eastern Railway Company (*trading as Southeastern*) **(except High Speed services between London St Pancras International and Stratford International)**
 - Southern Railway Limited
 - Stagecoach South Western Trains Limited (*trading as South West Trains*)
 - The Chiltern Railway Company Limited
 - London Overground Rail Operations Ltd (*trading as London Overground*)

Please note that staff and agents have no authority to make individual exceptions to the National Rail Conditions of Carriage or these Conditions of Use.

2. Issue of Oyster cards (including Oyster photocards)

- 2.1. You can obtain an Oyster card from London Underground and London Overground stations, London Travel Information Centres, Oyster Ticket Stops and certain National Rail staffed stations. They may also be obtained from Oyster online (www.tfl.gov.uk/oyster). Information about how to obtain an Oyster card, including entitlement to and obtaining New Deal photocards, Bus & Tram Discount photocards, Veterans Concessionary Travel Oyster photocards, or a 5-10, 11-15, 16+ or 18+ Student Oyster photocards, and the concessions available with them, is available from www.tfl.gov.uk.
- 2.2. Oyster cards and Oyster photocards are issued in accordance with the TfL Conditions of Carriage, available from www.tfl.gov.uk. Such cards and photocards remain the property of TfL and must not be intentionally damaged, altered or tampered with in any way.
- 2.3. Train Company staff or their agent(s) reserve the right to prevent the use of or to withdraw your Oyster card at any time if they have reason to suspect that it is being improperly used or

used in a way that is not permitted by these conditions of use. Such withdrawal will not take place without good reason and you will be given a receipt.

- 2.4 Where, for whatever reason, your Oyster card is cancelled without you being informed, and you find it no longer works, you will need to call the Oyster helpline (details of which are shown on page 8) to find out why this has been done.
- 2.5 Oyster cards or Oyster photocard containing a discount concession may only be used by the person for whom they were issued. They must not be lent or transferred to anyone else to use. If you have an Oyster card with a valid discount concession on it, you can only use it if you have the appropriate supporting photocard or Railcard with you.
- 2.6 If you hold a 16-25, Senior or HM Forces Railcard, or a Gold Card, and hold a related Oyster card with the National Rail discount loaded on it, the Oyster discount is only available to you as the cardholder. If you are travelling with other people who are entitled to a discount on any printed tickets bought in association with your Railcard, the entire group should buy and use printed tickets. Disabled Persons Railcard holders using a concessionary Oyster card are entitled to be accompanied by a companion who purchases a £3 child rate off-peak day Travelcard from a staffed ticket office.
- 2.7 If you are using an 11-15 or 16+ Oyster photocard whilst travelling on National Rail services, you are required to comply with the Transport for London Behaviour Code, details of which can be obtained from www.tfl.gov.uk. Failure to do so will render you liable to the withdrawal of your free London bus and tram travel concession (in the case of an 11-15 Oyster photocard) or your entire travel concession (in the case of a 16+ Oyster photocard).
- 2.8 If you have registered/protected your Oyster card, you are deemed to agree to us and TfL holding personal information about you. In certain circumstances, we and TfL reserve the right to share your personal information with the police and other law enforcement agencies for the purposes of the prevention or detection of crime. Further details can be obtained from www.tfl.gov.uk.

3. Using your Oyster card

General

- 3.1 If you already have an Oyster card, you can add Travelcard season tickets or pay as you go credit to it at London Underground and London Overground stations, London Travel Information Centres, Oyster Ticket Stops, at certain National Rail ticket offices, and at many self-service ticket machines at National Rail stations within the London National Rail Pay As You Go Area. You can also add Travelcard season tickets or pay as you go credit and view your journey history online at www.tfl.gov.uk
- 3.2 You must be prepared to show your Oyster card (and photocard, where required) on every journey you make with it. You must let a member of staff or a Police Officer examine your Oyster card and/or photocard at any time during your journey if asked to do so.
- 3.3 More information about Oyster is available at www.tfl.gov.uk and is also outlined in separate publicity available at Oyster issuing outlets.
- 3.4 **Yellow card readers**

When you touch your Oyster card flat on the yellow card reader:



a green light, accompanied by one beep (more than two beeps for 5-10 and 11-15 Oyster photocard) means that it has been accepted for travel. A red light, accompanied by two beeps, means your Oyster card has been rejected. You must not go further until either your Oyster card has been accepted for travel or you have paid separately for your journey.

When a yellow card reader displays an amber light, this means that it is ready to check your Oyster card. When a yellow card reader displays a red light or no light at all, this means that it is not working. If this is the case, you must use another yellow card reader that is working.

You cannot validate your Oyster card by touching a yellow card reader located on a self-service ticket machine.

Travelcards on Oyster

- 3.5** You can use a valid Travelcard season ticket on your Oyster card provided that any pay as you go balance on your Oyster card is not in debit. Should the pay as you go balance on your Oyster card be in debit, you must clear the debit before you can use your Travelcard.
- 3.6** When you use a National Rail service, you should touch your Oyster card on the yellow card reader before you start your journey, at the station you are leaving from; and at the end of your journey, when you arrive at your destinations station. You can still use your Oyster card at stations where there is no yellow card reader or if it is not working provided that your Travelcard is valid for the journey you are making. You may be asked instead to show your Oyster card (and photocard where needed).
- 3.7** If you are using an Oyster card with a Travelcard season ticket (or tickets) loaded on to it and wish to start your journey from, or travel to, a destination outside the availability of your Travelcard season ticket, or on a route where your season ticket is not valid, you must purchase a ticket for your journey. However, if your journey begins or ends at a station within the London National Rail Pay As You Go area, you can follow the instructions set out in **3.18** and **3.19** provided you have sufficient pay as you go credit on your Oyster card to pay for the additional journey(s). Failure to either purchase a ticket or follow the instructions laid out in **3.18** and **3.19** may mean you have to pay a Penalty Fare and/or render you liable to prosecution.
- 3.8** If your Oyster card has more than one Travelcard season ticket on it and they are valid on the same date or dates, the availability of any such Travelcard season tickets must cover adjacent fare zones.
- 3.9** Annual Travelcard season tickets on Oyster cards are issued with a Gold Record Card. The Gold Record Card and your Oyster card are together valid for the purchase of concessionary fares under the terms of the Gold Card scheme - see www.nationalrail.co.uk/times_fares/season_tickets/goldcard.html for details. The Gold Record Card by itself is not valid for travel.
- 3.10** A Travelcard season ticket loaded on to an Oyster card at a National Rail stations will be subject to the appropriate Train Company Passengers' Charter. The Train Company concerned will provide details of any entitlement this may provide. Details can be found at www.nationalrail.co.uk .

Pay as you go on Oyster

- 3.11** Oyster pay as you go may only be used on National Rail services made entirely within the London National Rail Pay As You Go Area.
- 3.12** Only one person at a time is permitted to travel using the pay as you go credit on an Oyster card. Oyster cards without any discount or concessionary entitlement or Travelcard season ticket on them may be lent or transferred from the purchaser to another person for them to pay as they go. If the Oyster card is registered / protected, TfL will only be able to deal with the registered holder in connection with any enquiries. The registered holder will remain responsible for the Oyster card and any use made of it. The Train Companies and TfL will not accept any responsibility for any losses arising out of the loan or transfer and use of the Oyster card. **If you have a discount concession or Travelcard season ticket on your Oyster card you cannot transfer it to anyone else to pay as they go.**
- 3.13** At the station where you start your journey, you must touch your Oyster card flat on a yellow card reader (see clause 3.4) at the station. A charge, as set by the Train Companies and TfL, will be deducted from the balance on your Oyster card. You will not be allowed to start your journey unless you have a sufficient pay as you go credit on your Oyster card as is deemed necessary by the Train Operators and TfL for you to pay for your journey.

At the end of your journey, you must touch your Oyster card flat on a yellow card reader at the station as you exit. The amount deducted at the start of your journey will, as required, be adjusted so that you only pay the advertised Oyster single fare for the journey made.

If you do not touch in at the station where you start your journey and touch out at the station where you end your journey, you may be charged more than the advertised Oyster single fare, and any daily price cap to which you may be entitled will not apply. You may also be liable to a Penalty Fare and/or you may be prosecuted.

- 3.14** Your pay as you go journey must be completed by touching out at the end of your journey within a time limit from when you touched in at the start of your journey. The time limit varies between 70 minutes for a Monday to Friday daytime journey within a single fare zone, up to 4 hours and 50 minutes for a longer distance journey on a Sunday or public holiday. Full information is provided at www.tfl.gov.uk. If the time between touching in at the start and touching out at the end of your journey is more than the applicable time limit you will be charged more than the Oyster single fare for your journey. If this happens, you will need to call the Oyster helpline so that they may, depending on the explanation given for the journey having taken longer than the appropriate time limit, refund any over-payment.
- 3.15** You are not allowed to break your journey when using Oyster pay as you go. Each time you leave a station whilst using Oyster pay as you go, you are required to touch out as set out in 3.13 and you will be deemed to have ended that particular journey. However, if you are making a journey which involves you having to leave a station by touching out, and enter another station by touching in to continue your journey (see 3.4), provided you do so promptly, you will only be charged for a single journey.

If you enter and leave the same station without undertaking a journey, we may charge you a fare up to a maximum Oyster fare.

3.16 Oyster route validators for use when travelling using pay as you go on your Oyster card
- these can be identified by a pink card reader:



They are located at a number of interchange stations. If you pass an Oyster route validator when changing from one train to another, and you are using your Oyster card to pay as you go for any part of your journey, you should touch your card on the pink card reader to ensure you pay the appropriate Oyster single fare for the route you are taking.

You must still touch in on a yellow card reader at the start of your journey and touch out at the end to ensure you pay the correct Oyster single fare.

3.17 There is no need to touch your Oyster card on a yellow card reader when changing trains within the same station from National Rail to London Underground, DLR or London Overground services, or vice versa.

If you are transferring to a National Rail service with the intention of travelling outside the London National Rail Pay As You Go area you must touch out at a station within the London National Rail Pay As You Go Area to complete your Oyster pay as you go journey. You will need a separate ticket to cover the journey you make after you have touched out. If you are transferring from a National Rail service on which you have travelled from outside the London National Rail Pay As You Go area and you wish to continue your journey using Oyster pay as you go, you must touch in at a station within the London National Rail Pay As You Go Area in order to commence your Oyster pay as you go journey.

3.18 If you have a valid Travelcard season ticket on your Oyster card which only covers the start or end of your journey, or only an intermediate section of it, you can use pay as you go to pay for that part (or those parts) of your journey not covered by your Travelcard season ticket, provided that your journey starts, finishes and takes place entirely within the London National Rail Pay As You Go area. To ensure that you are charged the appropriate Oyster single fare and that the daily price cap will, if appropriate, be applied, you must touch in at the start and touch out at the end of your journey when using pay as you go.

3.19 If you are using an Oyster card with a Travelcard season ticket on it and you are travelling on a Train Company service to a station beyond the availability of your Travelcard season ticket, but within the London National Rail Pay As You Go area, you must touch in before you start your journey **and** have a sufficient pay as you go balance on your card to cover the cost of the additional travel. If you fail to touch in at the start of your journey, or have insufficient pay as you go credit, you may be issued with a Penalty Fare and/or be prosecuted.

3.20 Oyster daily price cap: If you use Oyster pay as you go to make several journeys in the same day, the total price you pay will not exceed the cost of the Anytime Day Travelcard fare if any of your travel was at peak time, or the cost of an Off-Peak Day Travelcard, if all your travel was made entirely at times when Off-Peak Day Travelcards are valid. For details of the fares applicable and when peak and off-peak charges apply, go to www.tfl.gov.uk/farefinder.

3.21 Although you may have travelled sufficiently to be eligible for an Oyster daily price capping rate, you must continue to touch your Oyster card on a yellow card reader at the stations

where you start and end each journey. If you do not do so, you may pay more than the appropriate daily price cap, or be liable to pay a Penalty Fare, and/or you may be prosecuted.

Tickets bought, using your pay as you go credit, for use on Thames Clipper river services, will not count towards any daily price cap.

4. Failed Oyster cards

- 4.1** If your Oyster card is damaged or will not work on the yellow or pink card readers it will be deemed to have failed, and will be replaced free of charge. You may request a replacement at any London Underground station ticket office, by going to www.tfl.gov.uk, or by calling the Oyster helpline, details of which are shown on page 8.

In order for your replacement card to be issued, you will need to provide details about any Travelcard season ticket(s) and/or pay as you go credit on the card. If the replacement Oyster card contains a Travelcard season ticket, this will be issued subject to Transport for London's Conditions of Carriage, subject to you not suffering any loss as a result of this.

- 4.2** If a replacement Oyster card is issued based on the details you have supplied, and TfL later finds that there are errors in the information you have given, action may be taken to correct the Travelcard season ticket(s) and/or pay as you go credit on the replacement card to ensure that you do not benefit or lose out as a result of such errors.
- 4.3** If Train Companies or TfL has reason to suspect that the information you have provided is false, TfL, on behalf of the Train Companies, may stop you from using the replacement card and you may be prosecuted.
- 4.4** Full details of how to replace failed Oyster cards are shown in TfL's Conditions of Carriage under which Oyster cards are issued, details of which are available at www.tfl.gov.uk.
- 4.5** If you have completed the payment process at a ticket machine and either your additional pay as you go credit or your Travelcard season has failed to load onto your Oyster card, contact the ticket office at the station where you have made the purchase. If the station does not have a ticket office or it is closed, contact the customer service department of the train company who operates the station.

5. Refunds on Oyster cards

- 5.1** If you no longer need to use a product contained on your Oyster card, you may be entitled to a refund of the unused portion. Refunds on Travelcard season tickets bought at National Rail stations (including those loaded on to an Oyster card at a National Rail station) are made in accordance with the National Rail Conditions of Carriage. In the first instance you should take it to the National Rail station ticket office at the station where it was bought. If you are entitled to a refund, the station will either process your application or ask you to contact the Oyster helpline, details of which are shown on page 8.
- 5.2** If you have pay as you go credit on your Oyster card but no longer need it, you can claim a refund of the balance remaining, You can do this at any London Underground station ticket office, by going to www.tfl.gov.uk, or by sending it to the Oyster Ticketing and Refunds Office, details of which are shown on page 8.

- 5.3** If you have used Oyster to pay as you go for a journey but have paid more than the advertised Oyster single fare, TfL will refund the amount overpaid subject to you having touched in and touched out as required. You will need to call the Oyster helpline after 48 hours but within 28 days of making the journey. Claims cannot be made after this time.
- 5.4** If you no longer need your Oyster card and you want to recover any deposit paid on the card, you can do this at any London Underground station ticket office, by going to www.tfl.gov.uk, or by sending it to the Oyster Ticketing and Refunds Office, details of which are shown on page 8.

If your Oyster card has a negative pay as you go balance when you return it, you will be asked to clear it before the deposit is refunded.

6. Lost/stolen Oyster cards

- 6.1** If you lose a registered/protected Oyster card, or it is stolen from you, and it holds only a Travelcard season ticket that was bought from a National Rail station, any refund or replacement will be made in accordance with the National Rail Conditions of Carriage. If your card has been stolen, you should report it to the police and obtain a crime number, which you may be required to produce to support your application. This should be made in the first instance by calling the Oyster helpline.
- 6.2** If an Oyster card containing a Travelcard season ticket issued at a National Rail station is replaced, the replacement Travelcard season ticket will be issued subject to the National Rail Conditions of Carriage. In some cases you may be asked to contact the Oyster helpline, details of which are shown on page 8. In these cases any replacement ticket will be issued in accordance with the TfL Conditions of Carriage (available at www.tfl.gov.uk), subject to you not suffering any loss as a result of this.
- 6.3** If you lose a registered/protected Oyster card or it is stolen and it holds only pay as you go credit, you can apply for a new Oyster card with duplicate pay as you go on it by going to www.tfl.gov.uk or by calling the Oyster helpline. The TfL Conditions of Carriage will apply, subject to you not suffering any loss as a result of this.
- 6.4** No replacement can be made in respect of unregistered/unprotected Oyster cards.

7. Ticketless travel and Penalty Fares

Penalty Fares apply on the National Rail network in accordance with the National Rail Conditions of Carriage.

If you are within a Compulsory Ticket Area or travelling on National Rail services within the London National Rail Fare Zones Area without:

- a ticket that is valid available for the journey you are making
- an Oyster card containing a valid Travelcard season ticket
- a validated Oyster card, when you are paying as you go, showing a record of the start of your journey
- a validated Oyster card and sufficient pay as you go balance, when using a combination of a Travelcard and pay as you go credit, to make a journey beyond the zonal validity of the Travelcard season ticket held on your Oyster card

you may be issued with a Penalty Fare and/or you may be prosecuted.

8. Useful contacts

Addresses and telephone numbers of the offices mentioned in this book are shown below.

Transport for London		
Oyster helpline	14 Pier Walk, North Greenwich London SE10 0ES	telephone: 0845 330 9876 text phone: 020 7027 8511
Oyster Ticketing & Refunds Office		fax: 0845 600 6245
National Rail Enquiries	www.nationalrail.co.uk	telephone: 08457 48 49 50
Oyster fares information	www.tfl.gov.uk/farefinder	telephone: 0843 222 1234

Definitions

- a) “London Fare Zones” and “The London Fare Zones” mean that area covered by the published zones 1-6 where National Rail and TfL fares are set by means of calculating which zones are used for travel;
- b) The “London National Rail Pay As You Go Area” means that area in which Oyster pay as you go is accepted as payment for travel on the National Rail Network;
- c) National Rail in the context of these Conditions of Use refers to any facility or service jointly or individually supplied by the Train Companies;
- d) “Oyster” card means a card belonging to the electronic smartcard scheme operated by Transport for London in which a number of Train Companies participate;
- e) A Train Company’s “Passenger’s Charter” means the document of that name or “Customers Charter” published from time to time by that Train Company;
- f) “Penalty Fare” means a penalty fare charged in accordance with a scheme made under the Penalty Fares Rules 2002 (as amended from time to time). The amount of a Penalty Fare will be as shown in the Penalty Fares Regulations 1994 (as amended from time to time);
- g) “Railcard” is a card which allows ticket(s) to be bought at a discounted fare;
- h) “TfL” means the organisation known as Transport for London, whose website is at www.tfl.gov.uk;
- i) “Train Company” means a company operating passenger railway services which is required to apply these Conditions to its tickets under a condition of the Passenger Licence granted to it by the Office of Rail Regulation. A list of these companies can be found at www.nationalrail.co.uk. “Train Companies” means all or more than one of these Companies;
- j) A “Travelcard” is a ticket that permits the holder unlimited travel within one or more of the London Fare Zones within the date(s) and times(s) of validity.