

Direct Debit Scheme Terms & Conditions

This scheme is administered by West Midlands Combined Authority and will appear as WMCA on your bank statements.

1. Customer Obligations

- 1.1. To ensure payment can be taken from the nominated bank account on the due date or the next working day if this date falls on a weekend or a bank holiday.
- 1.2. If three Direct Debit payments are not received on the due date within a rolling 24 month period, West Midlands Combined Authority (WMCA) reserves the right to remove you from the Direct Debit Scheme ("Scheme").
- 1.3. To give at least four (4) weeks' notice by telephone, email or in writing of any change of name, address or any changes to ticket type.
- 1.4. To give at least four (4) weeks' notice of any amendments to bank or building society details. You must complete a new bank mandate which can be obtained by contacting Customer Services or from <https://www.tfwm.org.uk/swift-and-tickets/manage-your-swift-card/>
- 1.5. To give at least four (4) weeks' notice by telephone, email or in writing of your intention to leave the Scheme.
- 1.6. Ensure you provide a valid email address and keep WMCA updated if this changes at <https://www.tfwm.org.uk/swift-and-tickets/manage-your-swift-card/>
- 1.7. If your Swift Card or paper ticket has not arrived three (3) working days before your current ticket expires, please contact Customer Services. WMCA will issue a duplicate ticket but will not refund travel tickets that have been purchased as a result of tickets not arriving due to a delay in the postal service.
- 1.8. You must have a valid Swift Card or paper ticket for every journey. Refunds on rail tickets purchased as a result of lost, stolen or forgotten tickets can be requested from the Station Accounts department of the appropriate train operating company and not through WMCA. Refunds are at the discretion of the individual train company. Refunds are not available for tickets purchased on bus or tram services.
- 1.9. You must report any loss or theft of your Swift Card or paper ticket to WMCA. A discretionary administration fee of £7.50 will be charged for the replacement

of the pass. More than one replacement within a 12-month period will be at the sole discretion of WMCA.

- 1.10. WMCA must be notified as soon as possible for any cases of long term sickness. Refunds are at the sole discretion of WMCA and a doctor's and/or hospital note will be required.

2. 16-18 Photocard Scheme

- 2.1. Applicants aged 16-18 must hold a valid 16-18 Photocard in order to be eligible for child fares. For further information about the 16-18 Photocard Scheme and to apply, please visit networkwestmidlands.com/16-18.
- 2.2. 16-18 Photocard's are valid for one academic year.
- 2.3. WMCA will not be responsible for late 16-18 Photocard applications.

3. Swift Card holders only

- 3.1. Swift Card holders will not receive a monthly paper ticket. Your ticket will be activated automatically on the Swift Card on the agreed start date each month.
- 3.2. WMCA will deactivate your Swift Card if an outstanding amount is not cleared within seven days of the Direct Debit payment date.
- 3.3. No refund will be given for any Swift Card that has been deactivated due to payment not being made on time or for any tickets purchased as a result.
- 3.4. If you have cancelled your account, your Swift Card will be deactivated on the agreed expiry date. This will be confirmed in writing by WMCA.
- 3.5. Swift Card holders must ensure that they comply with the Swift Card Terms and Conditions which are available at www.myswiftcard.com

4. Paper tickets holders only

- 4.1. Paper ticket holders must ensure that the photocard number is clearly written on each monthly ticket before use. Failure to do so may result in a fine or your ticket being confiscated. WMCA will not reimburse any travel tickets that have been purchased as a result.
- 4.2. If your ticket has not arrived three (3) working days before your current ticket expires, please contact Customer Services via telephone. WMCA will issue a

duplicate ticket but will not refund travel tickets that have been purchased as a result of tickets not arriving due to a delay in the postal service.

- 4.3. If you need to return a ticket to WMCA you must use Recorded Delivery or such equivalent method as reasonably requested by WMCA. Customers remain responsible for any tickets lost in the post whilst being returned to WMCA unless proof of postage is provided.
- 4.4. With respect to ticket renewals, provided your monthly Direct Debit's are paid on the agreed date, a new ticket will be posted to you at least five (5) working days prior to the expiry date shown on your current ticket.

5. Other Terms and Conditions

- 5.1. WMCA shall give at least 10 working days written notice via email of changes to ticket prices, except when tax changes require an immediate price change which is beyond WMCA's control.
- 5.2. The minimum contract term when joining the Scheme is three (3) months from your initial start date.
- 5.3. If you leave the Scheme, you may rejoin one month after your last Direct Debit payment (subject to the normal new application guidelines).
- 5.4. Tickets may be suspended for a minimum of one (1) full calendar month and up to a maximum of six (6) months provided you give one (1) months' notice. After six (6) month's your account will be cancelled and you must reapply.
- 5.5. Tickets available through Direct Debit have a validity of one (1) month. WMCA will not refund whole or partial amounts due to you cancelling your Direct Debit membership.
- 5.6. WMCA reserves the right to terminate Direct Debit arrangements if the Scheme or the tickets are misused in any way, or if Direct Debit payments are not promptly and regularly paid via the nominated bank or building society account.
- 5.7. WMCA reserves the right to refuse entry to the Scheme to previous Direct Debit customers who have defaulted on their payments.
- 5.8. All Swift Card's and paper tickets remain the property of WMCA.

5.9. The account holder of the nominated bank account must agree to a Credit Reference check to confirm the name, address and credit status. WMCA reserves the right to decline an application due to adverse credit history.

5.10. Any queries regarding your credit history must be referred to the Credit Reference agency used by WMCA.

5.11. Direct Debit Swift Card's and paper tickets are not transferable and are issued subject to the current National Rail Conditions of Carriage and to the Conditions of Carriage of the Rail Operators on whose services they are valid (unless otherwise indicated they are valid by any permitted route, and on the service of participating operators), and for network tickets, the published terms and conditions relating to bus and Metro operators services, which are available for inspection at the Head Offices or appropriate company addresses. The National Rail Conditions of Carriage are available for inspection at the Ticket Offices of staffed stations.

5.12. It is your responsibility to ensure that your network ticket entitles you to travel to the destination required. WMCA accepts no liability for any loss or damage suffered by any Customer using a ticket that is not valid for the journey taken.

6. Compensation for Rail Service Delays

6.1. It is the responsibility of the Swift Card / paper ticket holder to claim compensation for any service delay or cancellation from the appropriate train operating company.

6.2. Compensation vouchers issued due to service delays cannot be used as part or full payment towards a Direct Debit payment.

7. Data Protection

7.1. WMCA is a data controller for the purposes of the General Data Protection Regulation ("Regulation"). WMCA will process your data in accordance with the Regulation and will use your data for the following purposes;

7.1.1. to provide you with the scheme you applied for and for ongoing administration of the scheme;

7.1.2. to allow us to improve products and services we offer to our customers;

7.1.3. for research and analysis including travel patterns;

7.1.4. to enable us to provide anonymous data to the Department for Transport if requested by them;

7.1.5. to enable us to conduct surveys;

7.1.6. for the prevention and detection of crime including fare evasion;

7.1.7. to enable us to comply with our legal and regulatory obligations;

7.1.8. to ensure that we follow your instructions correctly and to improve customer service, we may monitor and/or record any communication between you and WMCA.

7.2. We may use your information for marketing purposes as follows:

7.2.1. to let you know about related products and or services;

7.2.2. to send you offers on behalf of selected third parties which we believe to be appropriate.

7.3. We may contact you for the above purposes by post, email, telephone or text messaging to SMS enabled devices depending on the information you have provided to WMCA.

7.4. If you do not wish to receive such information you may choose not to do so by notifying WMCA by post, telephone, or email.

7.5. We will only disclose your information to others in the following circumstances:

7.5.1. When we are legally obliged to do so

7.5.2. When there is a duty to disclose in the public interest

7.5.3. Where disclosure is necessary to protect WMCA's interest (i.e. to detect crime or fare evasion)

7.5.4. Where you give us permission to do so.

7.6. We will retain your information for the period that you have a Direct Debit account registered in your name in order to comply with these terms and conditions.

7.7. You have the right to lodge a complaint to the Information Commissioner's Office if you believe that we have not complied with the requirements of the GDPR with

regards to your personal data. The contact details of the Information Commissioner's Office is:

The Information Commissioner
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

8. Contact Details

Midland Metro Limited

Telephone: 0345 835 8181

Hours of business: Monday to Friday 0800 to 1800 (except Wednesday 1000-1800), Saturday 0900 to 1300, closed Sunday and Bank Holidays (These times may be subject to change, please check via <https://www.midlandmetro.com/contact-us> for the latest hours of business).