

BrookesKey Terms and Conditions

The Brookes Bus Service is operated through an Agreement between Oxford Brookes University ("the University") and Oxford Bus Company. ("the Company")

The Brookes Bus Service is subsidised by the University and, therefore, the Brookeskey smartcard ("the Brookeskey") is only available to current staff and students of the University whilst they remain a member of staff or student of the University. Use of the Brookeskey is subject to these Terms and Conditions together with Oxford Bus Company Conditions of Carriage. "Oxford Bus Company" is operated by City of Oxford Motor Services Limited ("the Company").

The University and the Company will both need your personal information to provide you with your Brookeskey.

A Brookeskey Application Form must be completed before a Brookeskey is issued. The Company or the University may refuse to issue a Brookeskey at their discretion.

Brookeskeys are not transferable and can only be used by the holder of the card.

Brookeskeys must be returned to the University or the Company if you leave the University. For staff this will be the last date on which you are an employee of the University. For students, the date of leaving the University will be the date on which you cease to be enrolled or admitted at the University. For the avoidance of doubt, your Brookeskey will be cancelled once you have left the University.

Time based products on Brookeskeys are valid for a fixed period of time. If you are entitled to a bus pass as part of your Halls package you will receive a Brookeskey with a time based product on it. In this case, the product will be valid for the duration of your Licence to Occupy.

The University shall notify the Company of these dates and you consent to the University sharing this data with the Company.

Your Brookeskey can also be used to store credits for other Oxford Bus Company services. Each time you use it to obtain a service, the number of credits on the Brookeskey is decreased accordingly. You cannot use the Brookeskey unless it has enough credits on it, or time to run, and you are responsible for keeping it recharged.

Multi-trip travel credits (including the "Any 5 Day" products) are valid for 12 months from the date of purchase. Unused travel credits will expire after 12 months, including the purchase date. No refunds will be given for travel-credits which remain unused after this time. However, if you add further travel credits to your card by Topping Up with further trips, the life of all trips remaining on the card at that point will be extended for 12 months from the date of Topping Up.

The website will not be updated with the number of trips left on a Brookeskey until the Brookeskey has been presented to the reader on a bus following any Smartcard Top Up. Update of the website will take 48 hours.

The Brookeskey does not hold money, and is not a stored value card.

Drivers and officials of Oxford Bus Company may inspect the Brookeskey at any time and they must be shown on request.

All Brookeskeys remain the property of Oxford Bus Company. The Company and the University reserve the right to withdraw individual Brookeskeys. The Company reserves the right to withdraw The Key service generally, at any time.

The registered holder of a Brookeskey agrees to inform the Company in writing of any change to their name, address or other details (either by telephone, post, e-mail to Brookesbus@oxfordbus.co.uk, or by editing your contact details through our website). This will

enable contact to be made to issue a replacement for a lost Brookeskey or return a found Brookeskey (if not cancelled).

If there has been no use of a Brookeskey for one year then it will automatically be cancelled. You may apply in writing for a refund, or a new Brookeskey at a cost of £10.

Damaged or lost Brookeskeys can be replaced. A fee of £10 will be charged for each replacement Brookeskey.

If we believe your Brookeskey has been tampered with in any way we may withdraw it without refunding the remaining value. A driver or other official of the Oxford Bus Company is entitled to retain any Brookeskey which they believe has been tampered with, is being misused or which has become electronically unreadable. Where a card has become corrupt, The Company will replace it.

Use

You must take care of the Brookeskey, and ensure that it is not crushed or folded, is not placed near any strong magnetic or electric fields, allowed to get wet or exposed to extremes of temperature.

On boarding a bus the Brookeskey must be placed on or near the card reader so that the reader indicates it has been properly read by making an audible “bleep” and showing a green light. Only when you have received a positive confirmation of reading are you treated as having made valid payment for that journey.

Top ups via the internet

If you top up your Brookeskey over the internet using the site www.brookesbus.org you must allow 48 hours for the top up to be available on the bus to upload on to your card.

Online top ups must be collected on the bus within 21 days of purchase. If your top up remains uncollected after 21 days, you must phone our travel shop on 08456 05 50 50 to have your top up reactivated.

Lost or stolen cards

The loss, theft or failure of a Brookeskey must be notified to The Oxford Bus Company as soon as possible. This can be done by telephoning 08456 05 50 50 or by calling in to our travel shop.

The Company cannot prevent the unauthorised use of a lost or stolen Brookeskey until it has been reported by the registered holder to customer services, when it will be cancelled. (Cancellation may take up to 48 hours to come into effect). Until it is cancelled, you will be liable for the unauthorised use of the Brookeskey.

Neither the University nor the Company will not be liable for any travel costs incurred between the reporting or a lost or stolen card and the receipt of your replacement Brookeskey.

Once cancelled, a Brookeskey cannot be “re-activated”.

Replacement Cards

A replacement Brookeskey will be issued at a charge of £10. Only travel products loaded by Oxford Bus Company will be loaded on to the replacement card, at a level equivalent to credits stored on the lost Brookeskey.

Refunds

Refunds on Brookesbus time based products loaded on to a Brookeskey are granted entirely at the discretion of the University. Refunds for time based products must be applied for in writing to the University. If granted, a refund will always be calculated on a non pro rata basis which fairly accounts for the travel you have used. A £5 administration charge will be made for all refunds.

Refunds for other products on your Brookeskey are only granted in exceptional circumstances and are entirely at the discretion of the Company. Refunds for other products must be applied for in writing to the Company.

If granted, a refund will always be calculated on a non pro rata basis which fairly accounts for the travel you have used. A £5 administration charge will be made for all refunds. "Refunds" are not to be confused with the transfer of outstanding credits from a lost, stolen, or damaged Brookeskey. Refunds are never due on a timebased product that was received as part of a Halls accommodation package.

Products of one week or less, or 12 trips or less, will generally not be refunded.

Requests for refunds will be dealt with within 14 days.

Data Protection

The University and the Company are both data controllers of your personal data for the purposes of the Data Protection Act 1998. By submitting your application for a Brookeskey you are consenting to the University and the Company sharing your personal data to the extent necessary to provide you with your Brookeskey and access to the Brookes Bus services.

Neither the University nor the Company will pass your details on to any third party unless permitted or required by law to do so.

The University and the Company will only use information that you have supplied for administration (including development and maintenance of our systems), customer services and research, and detection and prevention of crime. Unless you have unticked the relevant box on the application form, you agree that we may also contact you to keep you updated with information about Oxford Bus Company services such as timetable changes and fare changes and also to inform you of special offers and other related products and services.

CORRUPT AND DAMAGED CARD POLICY

Where a Brookeskey is faulty and the fault is not because of your failure to take care of it, we will replace it free of charge and will endeavour to replace any unused credits.

Where a card malfunctions because we reasonably believe it has been misused or you have failed to take care of it, we reserve the right to charge £10 for its replacement, and we will endeavour to replace any unused credits.

Irrespective of the policy above, the Company and the University reserve the right to withdraw the card at any time.

Variation

The Oxford Bus Company reserves the right to vary these Terms and Conditions from time to time.