**Conditions of carriage**

Conditions of carriage and passenger regulations applying to South Yorkshire Supertram operated by South Yorkshire Future Trams Limited.

**Note:**

a) these Conditions and Regulations constitute a part of the contract between South Yorkshire Future Trams Limited (hereinafter referred to as "SYFTL"), and individual passengers wishing to travel on the Supertram system.

b) these Conditions and Regulations may be altered from time to time and are without prejudice to:

(i) the rights of passengers under the Unfair Contract Terms Act 1977, or any statutory modification or re-enactment thereof, and

(ii) the By-laws relating to the South Yorkshire Supertram System (hereinafter called "the By-laws"), as enacted under the South Yorkshire Light Rail Transit Acts 1988 to 1993.

**Definitions**

In these Conditions and Regulations the following words and expressions shall have the following meanings:

"Authorised Officer" means any police officer acting in the execution of his duty or any person from time to time designated to be an authorised person on Supertram.

"Authorised ticket Agent" means any person authorised by SYFTL or by the Executive to sell or deal in Tickets.

"Executive" means South Yorkshire Mayoral Combined Authority (Formerly South Yorkshire Passenger Transport Executive).

"General travel authority" means any permit, other than a Ticket, authorising the person in respect of whom it is issued to travel free or at a reduced fare on Supertram.

"Permit Ticket" means a Ticket entitling a passenger to travel on Supertram for such period as is specified on the face of the Ticket.

"Person" shall include individuals, firms, companies and other incorporated or unincorporated bodies as the context requires.

"Ticket" means a fare ticket authorising the person in respect of whom it is issued to travel on Supertram, subject to these Conditions and Regulations.

**General conditions**

2. We want out customers to travel in comfort, and whilst SYFTL will make every endeavour to maintain the services in accordance with the timetables published, SYFTL reserves the right, for operational or other unforeseen reasons, to alter, suspend, withdraw, substitute, or deviate the services, as well as altering operating times for Supertram services. We will always endeavour to communicate changes to services as far in advance as possible.

3. SYFTL recognises that there will inevitably be occasions when due to circumstances beyond the control of SYFTL, services might be affected. SYFTL cannot undertake, therefore, nor by publication of these conditions or any timetable, handbill or notice, shall SYFTL be deemed to undertake that the Supertram services shall operate, start or arrive at the times set out in the timetables.

SYFTL will not, therefore, be liable or accountable for any loss, damage, hurt, inconvenience, or injury arising from the failure of Supertram services to operate, start or arrive at the specified times, and neither will SYFTL be liable or accountable in such cases arising from the delay in any journey of Supertram, or any deviation or breakdown arising from any cause. This will not affect any customers statutory rights.

4. All Tickets and general travel authorities are issued subject to these Regulations and Conditions as amended by SYFTL from time to time, and to the provisions of the by-laws, copies of which may be inspected at the Registered Office of SYFTL.

5. Tickets and any general travel authority issued by or on behalf of SYFTL for conveyance on the Supertram system remain the property of SYFTL and must be produced and delivered up when so required by SYFTL.

6. In the event of a breach by a passenger of any condition contained herein such passenger's Ticket shall be forfeited and delivered up to SYFTL.

7. Authorised Officers shall have no authority to vary any of these Conditions.

8. South Yorkshire Supertram operate on a request stop basis, and therefore may not stop at your intended disembarkation stop, unless requested in advance by using one of the ‘request to stop’ buttons in the saloon.

**Fares**

8. Fares for Supertram (as amended from time to time) shall be displayed at tram stops at the premises of each authorised ticket agent and at SYSL's registered office and any person purchasing a Ticket shall be liable to pay SYSL the relevant price for that Ticket.

9. If a person travelling on Supertram, on being required to do so by an Authorised Officer, fails to produce a Ticket or a general travel authority, they shall be liable if required by an Authorised Officer to pay a Penalty Fare of £10 or such other amount as may be prescribed by Order of the Secretary of State for Transport from time to time and may be liable to prosecution under the South Yorkshire Light Rail Transit Act 1989.

10. Any Penalty Fare payable must be paid before the expiration of a period of 21 days beginning with the day following the day on which the journey in respect of which it is payable is completed. Any Penalty Fare can be paid immediately on the Supertram vehicle to an Authorised Officer or sent by post to the Registered Office of SYSL.

**Infants**

11. Infants below the age of five years, who travel accompanied by a fare paying passenger, are conveyed free of charge.

**General travel authorities**

12. Any general travel authority issued by the Executive in accordance with the South Yorkshire Passenger Transport Concessionary Travel Scheme is valid on Supertram (subject to the conditions printed on the reverse of the general travel authority when issued) and must be produced upon request.

13. No general travel authority is transferable from one person to another unless specifically stated thereon.

14. SYFTL does not upon presentation of any general travel authority detailed in Condition 12 above undertake to provide conveyance on any particular vehicle or at any particular time on any particular day.

15. No holder of a general travel authority has precedence over other passengers, and SYFTL accepts no liability for loss, expense or inconvenience arising as a result of lack of accommodation for such holders at any time or any place.

16. Notwithstanding Conditions 12 to 15 above, all general travel authority holders are carried subject to the Conditions and Regulations set out in this document, and to the By-laws.

**Refunds**

17. No refunds will be made in respect of lost, destroyed or defaced Tickets or general travel authorities.

18. Refunds on unused Tickets, or reimbursement of money lost in a Supertram ticket machine due to mechanical failure or vandalism, are at the sole discretion of SYFTL, and each application shall be considered on its merits.

**Validity of tickets**

19. For return journey tickets, a passenger may on his return trip only travel as far as the tram stop from where they started and such return trip must be made on the same day as the outward trip.

20. The outward trip of a return journey and all single trips must be completed within 60 minutes of the time the Ticket is validated.

21. A passenger may make any number of trips during the period specified on a Period Ticket, which period shall start from and include the day the Period Ticket is validated.

**Conduct of passengers**

22. Persons may only use premises which form part of or are provided in connection with Supertram for lawful purposes.

Persons found to be unlawfully using Supertram premises can be requested to leave by any Authorised Officer, and any such person refusing to leave may be removed from Supertram premised by the use of force as is reasonable in the circumstances.

23. A passenger or intending passenger shall not enter or alight from a Supertram vehicle other than by the doors provided on the tram vehicle and a person shall be deemed to have entered the tram for the purposes of travelling once he has crossed the red line of the doorway on his way into the tram vehicle.

24. A passenger, or intended passenger, shall not enter or remain in or on any Supertram vehicle or premises, when requested not to so by any Authorised Officer.

25. No person shall enter, or attempt to enter, any Supertram vehicle through any door thereof until all persons who are leaving or are on the way to leave through such door have passed out of the vehicle.

26. A passenger, or intended passenger, shall not wilfully do, or cause to be done, with respect to any part of a Supertram vehicle and its fixtures and fittings, or any Supertram premises and its fixtures, fittings, equipment or machinery, anything which is calculated to interfere with the operation of services and vehicles, or cause injury, discomfort or nuisance to any passenger.

27. No passenger shall break, cut, scratch, tear, soil, deface or damage any Supertram premises or vehicle or any fittings, furniture, decorations or equipment or any notice, advertisement, number plate, number, figure or letter thereof or remove or detach any such article or thing and any person found to be in breach of this condition shall be liable to SYFTL for the amount of any damage done to any property forming part of or provided in connection with Supertram.

28. No person shall without lawful authority bring upon Supertram any shotgun or air weapon, firearm (whether loaded or not), flammable liquids or explosives (including and not limited to fireworks).

29. Bicycles (except folding bicycles) or tricycles may not be brought into or on any Supertram vehicle.

29a. E-scooters and e-unicycles are strictly prohibited from all services and Supertram vehicles.

30. Passengers shall ensure that any luggage, pushchair, etc. does not obstruct any door, or passageway, or cause any inconvenience to other passengers and SYFTL will not accept any liability or accountability for loss or damage in respect thereof unless such loss or damage is caused by negligence on behalf of SYFTL.

31. No person shall without lawful authority or other substantive excuse fail to comply with any reasonable warning notice exhibited in a readily visible position or the reasonable request of an Authorised Officer for the purposes of preventing danger to life or disruption of facilities for travel.

32. Any person who is sick through alcohol, drug or solvent abuse shall be liable to SYFTL for the reasonable cleaning costs thereby incurred.

33. Passengers are carried at the absolute discretion of SYFTL, and the decision of any Authorised Officer is final.

34. Whilst we will do everything we reasonably can to control conduct of other customers, we cannot be held responsible for their conduct.

**Carriage of animals**

35. Animals may not be conveyed on Supertram with the exception of:

(a) registered guide dogs accompanying visually impaired persons,
(b) hearing/support dogs accompanying hearing impaired persons, and
(c) domestic pets, held safely in a cage or transporter of a design which in the option of an Authorised Officer is suitable to ensure the safety of other passengers and staff.

36. The person responsible for any animal brought onto a Supertram vehicle shall be liable for the reasonable cleaning costs if such an animal soils or unreasonably dirties the interior of the vehicle.

**Vulnerable persons**

37. Children aged under 16 and those people who, in the opinion of Supertram staff, are vulnerable, at risk or in distress, and unable to pay their fare will be carried at all times providing their name and address can be given in order that an Unpaid Fares slip can be issued and the fare due may be collected at a later date together with any reasonable administrative costs.

**Monitoring and recording**

38. Trams and premises may be fitted with audio CCTV to provide added security for our customers and staff. Some staff may also wear body worn cameras which are carried overtly and are capable of capturing both audio and video footage when activated. Appropriate signage will be in place where recording is in use and the video and sound recordings used solely for the monitoring of safety, security, service quality and in support of relevant criminal and civil legal proceedings and complaint investigation. Images and/or recordings of you may be provided to the police, the Office of Rail & Road, Rail Accident Investigation Branch or any other enforcement agency at their reasonable request.