

oyster[®] Conditions of Use
on National Rail services

1 October 2015 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 nationalrail.co.uk/nrcoc. 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 dft.gov.uk.
- 1.3. All Train Companies operating services into the London Fare Zones Area accept valid Travelcards issued on Oyster cards, except Heathrow Express and Southeastern High Speed services between London St Pancras International and Stratford International. 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.
- Abellio Greater Anglia Limited (*trading as Greater Anglia*)
 - The Chiltern Railway Company Limited (*trading as Chiltern Railways*)
 - First Greater Western Limited (*trading as Great Western Railway*) **(including Heathrow Connect services between London Paddington and Hayes & Harlington)**
 - GoVia Thameslink Railway Limited (*trading as Great Northern, as Southern and as Thameslink*)
 - London & Birmingham Railway Limited (*trading as London Midland*)
 - London & South Eastern Railway Company (*trading as Southeastern*) (Special fares apply on Southeastern highspeed services between London St Pancras International and Stratford International).
 - NXET Trains Limited (*trading as c2c*)
 - Stagecoach South Western Trains Limited (*trading as South West Trains*)

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.

- 1.4. When using Oyster to travel on the following Train Companies

- London Overground Rail Operations Ltd (*trading as London Overground*)
- MTR Crossrail Limited (*trading as TfL Rail*)

the conditions of use shown in the *Rail for London - London Overground and TfL Rail Services Ticketing and Travel Guide* apply. This is available on the Transport for London website, tfl.gov.uk/terms.

2. Issue of Oyster cards (including Oyster photocard)

- 2.1 You can get an Oyster card from London Underground and London Overground stations, Visitor Centres, Oyster Ticket Stops and certain TfL Rail and National Rail staffed stations. You can also get one online (tfl.gov.uk/oyster). Information about how to get an Oyster card, including whether you are entitled to a Job Centre Plus Travel Discount photocard, Bus & Tram Discount photocard, Veterans Oyster photocard, 5-10 Zip, 11-15 Zip, 16+ Zip or an 18+ Student or Apprentice Oyster photocard, and the concessions available with them, is available at tfl.gov.uk.
- 2.2 Oyster cards and Oyster photocards are issued in accordance with the TfL Conditions of Carriage, available at tfl.gov.uk/terms. These 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 TfL Customer Services (details of which are shown on page 8) to find out why this has been done.
- 2.5 Oyster cards or Oyster photocards with 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.
- 2.7 If you hold a Disabled Persons Railcard and also hold an Oyster card with the Disabled Persons Railcard discount and pay as you go credit loaded on it and are travelling with a companion who is eligible for a discount on any printed tickets bought in association with your Railcard, you, as the Railcard holder, may use pay as you go instead of buying a printed ticket.
- 2.8 If you are using an 11-15 or 16+ Oyster photocard whilst travelling on National Rail services, you must follow the TfL Behaviour Code, details of which are available at tfl.gov.uk/behaviourcode. If you don't, you might lose your travel concession or Zip Oyster photocard.

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, Visitor Centres, Oyster Ticket Stops, at certain TfL Rail and National Rail ticket offices, and at 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 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 To protect your Oyster card in case of loss or theft, you should either complete an Oyster card registration form at a London Underground station or protect it online at tfl.gov.uk/oyster.

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 photocards) 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. If the pay as you go balance on your card is in debit, you must clear it before you next use your Travelcard.
- 3.6 The Travelcard on your Oyster card is only valid for use by the person for whom it was issued. You may not transfer your Oyster card containing this Travelcard to anyone else in order to travel with it.
- 3.7 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 destination 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).

- 3.8** 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 buy a ticket for your journey. However, if your journey begins and ends at a station within the London National Rail Pay As You Go Area, you can follow the instructions set out in **3.19** and **3.20** provided you have sufficient pay as you go credit on your Oyster card to pay for the additional journey(s). Failure to either buy a ticket or follow the instructions laid out in **3.19** and **3.20** may mean you have to pay a penalty fare or you may be liable to prosecution.
- 3.9** If your Oyster card has more than one Travelcard on it and they are valid on the same date or dates, the availability of these Travelcard must cover adjacent fare zones.
- 3.10** Annual Travelcards 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 nationalrail.co.uk/goldcard for details. The Gold Record Card by itself is not valid for travel.
- 3.11** A Travelcard loaded on to an Oyster card at a National Rail station 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 nationalrail.co.uk.

Pay as you go on Oyster

- 3.12** Oyster pay as you go may only be used on participating National Rail services entirely within the London National Rail Pay As You Go Area and in standard class accommodation only.
- 3.13** Only one person at a time can 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.**
- 3.14** 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 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 pay as you go 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 pay as you go fare, and any daily cap to which you may be entitled will not apply. You may also be liable to a penalty fare or you may be prosecuted.

- 3.15** 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 5 hours and 15 minutes for a longer distance journey on a Sunday or public holiday. Full information is provided at 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 pay as you go fare for your journey. If this happens, you will need to call TfL Customer Services so that they may, depending on the explanation given for the journey having taken longer than the appropriate time limit, refund any over-payment.
- 3.16** You are not allowed to break your journey when travelling using pay as you go. Each time you leave a station whilst using pay as you go, you must 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 the maximum pay as you go fare.

- 3.17 Pink card readers.** Pink card readers are located at a number of interchange stations.



If you pass a pink card reader 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, but not starting or finishing your journey at the station concerned, you must touch your card on the pink card reader to ensure you pay the appropriate pay as you go 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 pay as you go fare.

- 3.18** 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, TfL Rail 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 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 pay as you go, you must touch in at a station within the London National Rail Pay As You Go Area in order to start your pay as you go journey.

- 3.19** If you have a valid Travelcard 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, 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 pay as you go fare and that the daily 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.
- 3.20** 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 sufficient pay as you go credit 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 or be prosecuted.
- 3.21** If, as a result of service disruption or planned engineering works, you use an alternative route for your journey, the amount deducted from your pay as you go balance will be the fare appropriate for the services and zones you actually use. You may be entitled to compensation for any delays according to the provisions of the Train Company's Passenger Charter. Please contact the relevant Train Company customer relations department for details.
- 3.22 Daily capping:** If you use pay as you go to make several journeys in the same day, if your journeys are within Zones 1-6 the total price you pay will not exceed the cost of 1/5th of the equivalent 7 Day Travelcard price (based on the 7 Day Travelcard price including Zone 1). If your journeys are not wholly within Zones 1-6, 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. Tickets bought, using your pay as you go credit, for use on Southeastern High Speed services between St Pancras International and Stratford International, river bus services, or the Emirates Air Line will not count towards any daily cap.
- 3.23** Even when you have travelled sufficiently to be eligible for a daily cap to be applied, 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 cap, or be liable to a penalty fare or you may be prosecuted.

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 tfl.gov.uk/oyster, or by calling TfL Customer Services.

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 TfL'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 tfl.gov.uk/terms.
- 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 the ticket 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 TfL Customer Services.
- 5.2 If you have pay as you go credit on your Oyster card but no longer need it, you can get a refund of the balance on your Oyster card at London Underground stations. Some London Overground and TfL Rail stations can also do this for you. If the balance on your Oyster card is £10 or less, you can get a refund of it and any deposit at Tube station self-service ticket machines. You cannot re-use your card once you have got a refund from a Tube station self-service ticket machine. Alternatively, sign into or up for an online account or contact TfL Customer Services.
- 5.3 If you have used Oyster to pay as you go for a journey but have paid more than the advertised pay as you go fare, TfL will refund the amount overpaid subject to you having touched in and touched out as required. You will need to call TfL Customer Services 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, you can get any remaining pay as you go credit and any deposit paid back by handing it in at any London Underground ticket office or by calling TfL Customer Services.

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 or 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 for a refund or replacement. Any such application should be made in the first instance by calling TfL Customer Services.
- 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 TfL Customer Services. In these cases any replacement ticket will be issued in accordance with the TfL Conditions of Carriage (available at tfl.gov.uk/terms), 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 by going to tfl.gov.uk or by calling TfL Customer Services. The TfL Conditions of Carriage will apply, subject to you not suffering any loss as a result of this.
- 6.4** No refund or replacement can be made in respect of lost or stolen unregistered/unprotected Oyster cards.

7. Ticketless travel and Penalty Fares

- 7.1** 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 Pay As You Go Area without:

- a ticket that is valid 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 showing a record of the start of your journey and sufficient pay as you go credit, 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 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		
TfL Customer Services	14 Pier Walk, North Greenwich London SE10 0ES	telephone: 0343 222 1234 text phone: 020 7027 8511
National Rail Enquiries	nationalrail.co.uk	telephone: 08457 48 49 50
Fares information	tfl.gov.uk/fares	telephone: 0343 222 1234

Definitions

- a) “London Fare Zones” and “ The London Fare Zones” mean that area covered by the published zones 1-9 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 or Oyster photocard 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
- i) “Train Company” means a company operating passenger railway services which is required to apply the National Rail Conditions of Carriage to its tickets under a condition of the Passenger Licence granted to it by the Office of Road and Rail. A list of these companies can be found at 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.