

NET Website/App Terms of Use

The Nottingham Express Transit website (the "**Website**") and mobile application (the "**App**") or any version thereof are made available to you, the customer, by us, Tramlink Nottingham Limited (also referred to as "**we**", "**our**" and "**NET**") for the purpose of accessing our ticket booking, journey planning and live status update services as well as any other services we may make available to you through them from time to time (together the "**Services**").

The Website and App are provided by Tramlink Nottingham Limited to you subject to the following terms of use (the "**terms**"). By using the Website or the App you agree to these terms. If you do not agree with these terms, you must not use the Website or the App.

These terms supplement our [Cookie Policy](#) (Website Only), [Privacy Policy](#), [Conditions of Carriage](#) and [Byelaws](#). If you are travelling using a Robin Hood Card, you must also comply with the Robin Hood Network's [Terms & Conditions](#).

We use a third party payment service provider, Elavon, to provide payments services for tickets and other items purchased through the Website. Use of those services may be subject to Elavon's terms of use and privacy notice.

We use a third party payment service provider, Braintree by Paypal, to provide payments services for tickets and other items purchased through the App. Use of those services may be subject to Braintree Paypal's terms of use and privacy notice.

1. Who we are and how you can contact us

We are Tramlink Nottingham Limited. We are registered in England and Wales under company number 07599425 and have our registered office at 4th Floor 105 Piccadilly, London, United Kingdom, W1J 7NJ.

Our Service Operator is Nottingham Trams Limited.

If you have any questions relating to these terms or wish to make a complaint about the Website or the App, please contact us by:

- emailing us at info@thetram.net;
- calling us on 0115 824 6060;
- using the Live Chat function on the webpage;
- messaging us via the "Contact Customer Services" feature on the App; or
- writing to us at NET Depot, Wilkinson Street, Nottingham, NG7 7NW.

2. Changes to these Terms of Use

We may amend these terms from time to time. Please check the terms whenever you use the Website or the App to ensure you understand the terms that apply at that time. Your continued use of the Website and/or the App will confirm your acceptance of the revised terms. We will notify changes of these Terms & Conditions via push notification for App users.

These terms were most recently updated on 13/12/2018.

3. Changes to the Website, App and Services

We may update and change the Website, the App and/or any of the Services from time to time to reflect changes to applicable law, the Services, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

4. Your use of the Website or the App

General. The Website and the App are made available free of charge on a non-exclusive basis for your personal, non-commercial use only. This means that you cannot make money from your use of the Website and/or the App.

You agree that you are solely responsible for any costs and expenses you may incur in relation to your use of the Website and/or the App.

Acceptable Use. You may only use the Website, the App and the Services for lawful purposes. You may not access or use the Website, the App and/or any of the Services (or any of the content made available through the Website, the App and/or the Services):

- in any way that doesn't comply with any applicable local, national or international law or regulation;
- in a way that is deceiving or fraudulent, or has any deceiving or fraudulent purpose or effect;
- to harm or attempt to harm any other person in any way;
- to access or interfere with another user's account or information, impersonate another person or create or use a false identity or contact details;
- to make any unsolicited or unauthorised communications, including advertising or promotional material (spam);
- to modify, adapt, decompile, disassemble, reverse engineer or create derivative works of the Website, the App or any of the software comprised in (or in any way making up a part of) the Website, the App or the Services;
- to scrape, reproduce, duplicate, copy, modify, rent, sell, lease, sub-licence, distribute, assign, or otherwise transfer or encumber rights to any element comprised in the Website, the App or any of the Services, including any of the software comprised in (or in any way making up a part of) the Website, the App or the Services;
- for the purpose of (a) building a competitive product or service of (i) the Website or the App, (ii) any proprietary or third party software making up the Website or the App or (iii) any of the Services, or (b) copying their features or user interface;
- to remove, alter, or obscure any copyright, trade mark or other proprietary notices appearing in or on the Website and/or the App; or
- in any way that is not authorised by us or is detrimental to us or our third party service providers.

You must not, and you must not allow another person to:

- knowingly transmit any data, send or upload any material that is corrupt or contains malware, Trojan horses, viruses or any other malicious programs designed to adversely affect the operation of any computer software or hardware or perform any act that would cause the Website, the App or any of the Services to become unavailable or unusable for others; or
- obtain or attempt to obtain unauthorised access to or interfere with, damage or disrupt any part of the Website, the App, the Services or any computer systems, equipment, software or networks on or through which the Website, the App or the Services are operated.

If you do not comply, or if we reasonably suspect that you are not complying, with these terms, any terms or policies to which they refer or any applicable law, we may restrict or block your access (either temporarily or permanently) to the Website, App and/or any of the Services, and we may take other action against you (including legal action). In such instances, if you have any valid eTickets (as defined in section 5 (Tickets and Prices) below) saved on a mobile device, we are not liable to you for any eTicket that you are no longer able to access or use as a result of your access to the App being blocked or restricted (whether temporarily or permanently).

Use Outside the UK. The Website, the App and the Services are intended for use only by those who can access them from within the United Kingdom. We do not represent that content available on or through the Website and the App, or the Services are appropriate for use or available in other locations. If you choose to access the Website, the App and/or the Services from locations outside the UK, you are responsible for compliance with any applicable local laws.

Monitoring. We may monitor your use of the Website, the App and/or our Services and your activity for security purposes.

5. Tickets and Prices

Tickets. You may be able to purchase tickets and season passes to ride the NET tram via the ticket booking service we make available to you through the Website and the App. For more information about ticket types and conditions, please visit the [Tickets](#) page on the Website or the Buy Tickets section in the App or refer to section 6.5 of our Conditions of Carriage.

eTickets. In some instances, we may allow you to purchase and save valid tickets and passes on the App installed on your mobile device (each an "eTicket"). For more information on eTickets and our App, please see section 7 (Our App) below.

Prices. The price of each ticket listed on the Website or the App includes any applicable taxes and will be the price indicated on the order pages of the Website and App when you placed your order.

Payment Methods. We accept payment with Visa, MasterCard, Apple Pay, Android Pay and any other payment methods indicated on the Website or in the App. You must pay for your order before your ticket or pass is provided to you.

6. Your Account

Registered Users. You may use the Website and/or the App without registering your details with us. However, some features of the Services are only accessible to registered users.

Account Security. Your registered account details (including your password) are confidential. You must not disclose this information to any third party. You are responsible for maintaining the security of your

account and you are fully responsible for all activities that occur under the account and any other action taken in connection with your account.

You must immediately notify us of any unauthorised uses of your account or any other breaches of security.

Suspension and Termination. Registering false contact information of any kind may result in the suspension or termination of your account. We may also suspend or delete your account if you do not comply, or if we reasonably suspect that you are not complying, with these terms. If we delete your account for these reasons, you may be prevented from reregistering your details with us and we may block your email address and IP address to prevent further registration.

If you have any valid eTickets under your account, we are not liable to you for any such eTicket that you are no longer able to access or use as a result of the suspension or termination of your account.

Intellectual Property

Our Content. The Website, the App, the Services and all intellectual property rights in them, including but not limited to any text, images, graphics, video, audio or other multimedia content, or other information or material submitted to or on the Website, the App and/or the Services (together, the "**Content**") are owned by us or our licensors. Intellectual property rights mean rights such as copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We and our licensors reserve all of our and their rights in any intellectual property in connection with the Website, the App and/or the Services. This means, for example, that we and they remain owners of them and are free to use them as we and they see fit.

Nothing in these terms grants you any legal rights in the Website or the App other than as necessary to enable you to access and use the Services in accordance with these terms. You may print off one copy and may download extracts, of any page(s) from the Website or the App for your personal use. However, you must not:

- modify the copies of any Content you have printed off or downloaded in any way, and you must not use any images, graphics, video, audio or other multimedia content separately from any accompanying text;
- remove any acknowledgement that we or any of our contributors is the author of any Content we provide to you as part of the Website and/or the App; or
- use any part of the Content for commercial purposes without obtaining our prior written permission.

If you print off, copy or download any part of the Website and/or the App in breach of these terms, your right to use the Website and/or the App will cease immediately and you must, at our option, return or destroy any copies or derivatives of the Content you have made.

You are responsible for keeping any Content you have copied, printed or downloaded secure and confidential. We are not liable for any losses resulting from your failure to keep this Content secure and confidential, including losses arising from unauthorised access to the Content or to the Website, the App or any of the Services.

Trademarks. NET, NETGO!, Nottingham Express Transit word marks are some of the registered trademarks owned by us. You are not permitted to use these trademarks without our express prior approval unless it is part of Content you are permitted to print off, copy or download in accordance with these terms.

Other product and company names featured on the Website and the App may be the trademarks of their respective owners.

Requests. Except as set out elsewhere in this section 0 (Intellectual Property), our Content may only be used with our prior written permission. To request permission to use our Content, please contact: Nottingham Trams Ltd NET Depot, Wilkinson Street, Nottingham NG7 7NW, telephone: 0115 824 6060 or email: info@thetram.net.

7. Our App

Data Charges and Access. Certain features of the App require your mobile device to have an active internet connection. This connection can be Wi-Fi or provided by your mobile network provider. We do not take responsibility for the App not working at full functionality if you do not have an active internet connection.

If you are using the App outside of an area with Wi-Fi, your terms of agreement with your mobile network provider will apply and you may be charged for accessing the App. By using the App, you are accepting responsibility for any such charges, including roaming data charges if you use the App outside of your home territory (i.e. region or country) without turning off data roaming. If you are not the bill payer for the mobile device on which you are using the App, please be aware that we assume that you have received permission from the bill payer for using the App.

Your eTickets. If you (i) lose or break your mobile device and it has a valid eTicket saved on it or (ii) you are no longer able to access or use a valid eTicket as a result of an issue or fault with the App (other than one caused by you or the App no longer being compatible with your mobile device), please get in touch with us using the contact information in section 1 (Who we are and how you can contact us) as soon as possible.

At our sole discretion, we will confirm the time remaining on your eTicket and:

- issue you with a new eTicket for the remaining value once you have successfully downloaded and installed the App on another mobile device; or
- issue you with a replacement paper ticket or smartcard for the remaining value Replacement Smart Cards are chargeable at £3 per replacement card

Communications. We may send you communications through the App. These communications may include marketing materials, technical and support information as well as information on updates or changes to the App or the Services. By using the App, you agree to us providing you with such communications subject to applicable law.

Updates. From time to time, we may issue updates to the App, in which case you may not be able to continue your use of the version of the App installed on your mobile device without downloading the relevant update. If we issue an update to the App without disabling any previous versions, we still recommend that you download and install the most recent update issued as soon as possible.

We cannot accept any liability for any issues you may experience by using an outdated version of the App.

Compatibility and Availability. While we try to make the App available on a range of mobile devices, the App will not work on all mobile devices. We will endeavour to support as many operating systems as possible, please refer to your smart phone OS provider for the oldest supported version.

If you replace your mobile device it is your responsibility to ensure the App is compatible with your new mobile device. If it is not, then you may need to purchase a new ticket or pass. We are not liable for any valid eTicket or account information you may no longer be able to access or use as a result of your mobile device no longer being compatible with the App.

Please note that we may cease to support, operate or make the App (or any version of it) available on any mobile device at any time. If this happens, you may be unable to access the Services through the App (or the relevant version of it) or to download and install the App. Where we think that it is reasonable to do so, we also reserve the right to either require you to delete the App or to remotely deactivate the App from your mobile device.

Security. You can use the App to store details of your eTicket purchases. Payment card details will be stored with Braintree Paypal. You should ensure that your mobile device is protected by a suitable password or PIN so that if lost/stolen these details are not easily used or accessed by third parties.

Support. If you have any queries or problems with the App, please contact us using our contact information available in section 1 (Who we are and how you can contact us) above.

8. Liability Disclaimer

Errors, Omissions and Inaccuracies. We try to ensure that all content provided by us on the Website and the App or through the Services is correct at the time of publication. However, no responsibility is accepted by us or on our behalf for any errors, omissions or inaccurate content provided on the Website and/or the App or through any of the Services. Any reliance that you may place on the information on the Website, the App or the Services is at your own risk.

If you believe that you have noticed an error or inaccuracy, please let us know. Our contact information is available in section 1 (Who we are and how you can contact us) above.

Viruses and Security. We take measures to keep the Website and the App free from malware, Trojan horses, viruses and other malicious programs. However, we cannot accept responsibility for any malware, Trojan horses, viruses or other malicious programs which are transmitted to your computer or your mobile device as a result of your use of the Website (or a third party website) and/or the App, unless this was due to our negligence or a breach of these terms by us.

You acknowledge that it is your responsibility to implement sufficient procedures and security checks (including anti-virus checks) to protect yourself, your computer and/or mobile devices from malware, viruses, Trojan horses, virus and other malicious programs and to protect your information.

Payments. We will do all that we reasonably can to ensure that all of the information you give us when paying for tickets or passes is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with these terms or breach by us of our duties under applicable law, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

Availability. We do not guarantee the availability of the Website, the App or any of the Services. As with any service over the Internet or mobile network, there are factors over which we have no control, for which we cannot accept liability.

We may suspend, withdraw or restrict the availability of all or any part of the Website, the App or any of the Services where we consider that this is necessary for maintenance or any other business or operational reasons without any prior notice or liability to you.

App. The App is provided on an 'as is' and 'as available' basis. We try to make sure that it will work on each compatible mobile device (please see section 7 (Our App) for more information on compatible devices), however, we do not guarantee that the App will be suitable for your needs or that it will work accurately or in any particular way.

Third Parties. Links to third party content or websites may appear on the Website or the App or within the Services from time to time. Any third party content or websites which we link to from the Website or the App or within the Services are independent entities and we are not responsible or liable for any wrongful act or omission on their part or for any of the content of their websites. You should read the terms and conditions of any third party carefully.

Warranties. To the extent permitted by law, we exclude all representations and warranties (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy which may apply to the Website, the App or the Services. We do not guarantee the timeliness, completeness or performance of the Website, the App or any of the Services or any of the content made available through the Website, the App or the Services.

Our Liability. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence and for fraud or fraudulent misrepresentation.

Liability Cap. We do not charge you a separate fee for access to and use of the Website, the App or the Services. On this basis, our total aggregate liability for any losses and/or damage suffered by you will be limited to £100. This limit does not affect our liability to you for any valid eTickets you are no longer able to use as a result of an issue or fault with the App for which we are responsible (other than the App no longer being compatible with your mobile device).

9. Season Ticket Refund Policy

Our season ticket refund policy can be downloaded [here](#).

10. NET Discount Vouchers

Any voucher issued in order to obtain a discounted fare has no cash value and can only be used for the purchase of the ticket stated. Vouchers cannot be redeemed after any printed expiry date.

11. Social Media Policy

We listen to people and respond to as many comments as possible with constructive feedback. We allow negative comments while deleting 'spam', and seek to respond rather than censor. We encourage thoughtful discussion, debate and differing viewpoints, with the understanding that all comments made must be civil, respectful, and appropriate for our audience. Comments that are lewd, libellous, incite violence or are otherwise hurtful or hateful speech directed at either individuals or groups, employees or the NET brand as a whole will be deleted and repeat offenders banned from future posting.

We reserve the right to move or delete comments and postings that do not relate to the subject matter posted under or do not relate to our brand or our business type. Our decision to do this would always be final and no further correspondence about why this action was taken will be entered into.

All content relating to the issue of a penalty fare, or the whole penalty fares process will not be a subject for discussion on any form of social media. Correspondents who have been issued a penalty fare will always be directed to the three-stage appeals process with further information to be obtained from our customer

services, the Website or the App. Any references to individual cases where a penalty fare has been issued will be removed in order to allow a full investigation to take place that is based on the factual circumstances of that case.

Please note that customer service cases and complaints will not be dealt with via our social pages.

12. Competition Terms and Conditions

Closing date for entries will be stated at the start of the competition. Data is used by NET only. Winners will be contacted by e-mail or telephone within 7 days of the draw taking place. Winners may be announced on our social platforms via a congratulatory post. We may also request a photograph of the winner for advertisement purposes which will be taken upon receipt of prizes. No alternative cash prizes will be distributed. Prizes cannot be refunded or extended unless otherwise specified. The judge's decision is final.

13. Cookie Policy

[Click here](#) to read our cookie policy.

14. Privacy Policy

[Click here](#) to read our privacy policy.

15. General

Interpretation. The headings used in these terms are for convenience only and shall not affect their interpretation. In these terms, unless specified otherwise, use of the singular includes the plural, use of any gender is deemed to include every gender and any reference to a person includes a corporation, a partnership and any other body or entity, and vice versa. Use of the words, includes or including or similar words or phrases means without limitation and the use of these or similar words or phrases shall not limit the meaning of the general words.

Force Majeure. We shall not be liable for any delay or failure to (i) provide the Website, the App or the Services or (ii) perform any obligation under these terms if the delay or failure is caused by circumstances beyond our reasonable control.

Third Party Rights. Nothing in these terms is intended to confer on any person any right to enforce any term of these terms which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

Severability. Each of the provisions of these terms (or part of any provision) is severable. If any such provision is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction that shall not affect the legality, validity or enforceability of the other provisions of these terms. The provision itself shall apply with the minimum modification necessary to make it legal, valid and enforceable.

Waiver. Failure or delay by us in enforcing these terms shall not be a waiver of that or any other provision of these terms.

Assignment. You may not assign any of your rights or obligations under these terms.

Entire Agreement. These terms (including any policies, terms or other documents referenced in them) constitute the whole agreement and understanding between you and us in relation to your use of the Website

and the App. Except in case of fraud, all previous agreements, understandings, undertakings, representations, warranties, promises and arrangements between you and us relating to the subject matter of these terms or your use of the Website or the App are superseded, except as otherwise expressly stated in these terms.

Notices. You agree that any notices and other communication may be given by us by email or posted on the Website and/or the App and this will comply with any legal requirement for such communications to be in writing. You also agree that any notice or other communication made in such manner will be deemed received by you 24 hours after email or posting.