

Terms and Conditions

1. The below terms and conditions apply to the issue and use of the **puffinpass**. Please read these terms and conditions to ensure you understand them fully. CT Plus Guernsey Ltd reserves the right to amend these terms and conditions from time to time and to post any amendments.

2. CT Plus Guernsey Ltd is the authorised bus service contractor on behalf of The Environment Department (Environment and Infrastructure Committee, from April 2016) Its principal place of business is Les Banques, St Peter Port, Guernsey, GY1 2HZ.

Should you require any further assistance please contact the Customer Service team.

By phone 01481 700456
Via e-mail information@buses.gg
In person The Kiosk
Town terminus
In writing Les Banques
St Peter Port
Guernsey
GY1 2HZ

3. What is a puffinpass?

1. **puffinpass** is a transport smart card that customers can use to travel on all Guernsey bus services and is issued by CT Plus Guernsey Ltd.
2. The **puffinpass** can be issued in various forms; i.e. for concessionary travel* use, as a pre-paid travel product or period passes. In the case of PAYG, credit can be added to your **puffinpass** as and when needed and fares will be deducted as and when travel is undertaken on our services. *Concessionary travel is subject to status.
3. By purchasing a **puffinpass** you agree to be bound by these terms and conditions and agree to be bound by and adhere to the CONDITIONS OF TRAVEL applicable on our services.

4. Who can buy a puffinpass?

It is intended that there will be a number of different products added to the **puffinpass** portfolio. **puffinpass** available at present are the Pay As You Go **puffinpass** (PAYG) and the Student **puffinpass**. The PAYG product is available for anyone to purchase and use.

5. How to purchase and start using a puffinpass

a) **puffinpass** pay as you go (PAYG) is bought initially for £15. This will give an initial £15 to be used as credit on the buses. Fares are then deducted at the appropriate rate. N.B. Night Bus services charge a higher fare.

b) Top ups can currently be done either at The Kiosk or on the buses in multiples of £5. The pass will not hold more than £100 credit. The maximum credit limit is £100 and the pass will not permit top-ups that will exceed this overall limit.

c) The **puffinpass** will remain the property of The Environment Department at all times and may be withdrawn or cancelled or blocked if you fail to comply with these terms and conditions or if it is believed the **puffinpass** has been altered, tampered with or misused. Once cancelled, a **puffinpass** cannot be “re-activated”.

d) CT Plus Guernsey Ltd reserves the right to charge an administration fee (currently £5) for the re-issue of a PUFFIN PASS if yours is lost or stolen. CT Plus Guernsey Ltd will not charge an administration fee if your **puffinpass** card is faulty unless the fault/s are as a result of misuse or the card has been tampered with so as to make it electronically or visually unreadable.

e) If CT Plus Guernsey Ltd replaces, withdraws, blocks or cancels your pass in line with these terms and conditions we will transfer any balance on your pass to a new pass, or, where CT Plus Guernsey Ltd refuses to provide a new card in line with these terms and conditions, we will refund to you an amount equivalent to the balance on your **puffinpass** card within 14 days. A refund of any remaining balance on your PUFFIN PASS will be subject to the payment of a £5.00 administration fee.

h) Under the direction of the Environment Department the **puffinpass** scheme maybe withdrawn at any time. The customer will be entitled to a full refund of any remaining value or season ticket validity on the **puffinpass** and no administration fee will apply where the scheme is withdrawn by The Environment Department.

6. Using your **puffinpass**

You must have your valid **puffinpass** available for inspection when travelling at any time.

You may only travel with your **puffinpass** if you present your pass at the time of travel. If you are not able to present your pass when travelling you will be required to pay for your journey separately even though you may have credit available on your pass.

A **puffinpass** can be registered at the **puffinpass** online shop (see 7A)

a) To use the **puffinpass** on any participating bus service you must rest it on the card reader after you have advised the driver of your destination. Please treat the pay as you go (PAYG) pass as you would with a cash payment.

b) If using **puffinpass** pay as you go (PAYG), by resting your card on the reader you authorise CT Plus Guernsey Ltd to debit your balance by an amount equivalent to the value of the journey you are taking.

- c) When you next top up your **puffinpass** pay as you go (PAYG) (minimum top up of £5 applies) if you go overdrawn, any overdrawn amount will be debited automatically from the amount credited to your account.
- d) You may not use your **puffinpass** pay as you go (PAYG) in partial payment with cash for any journey.
- e) A student **puffinpass** can be used for any daytime journeys, including weekends and school holidays. A student **puffinpass** cannot be used for journeys after ten o'clock at night.
- f) Applications for a student **puffinpass** are available at the Kiosk at the Town terminus.

7. Adding credit to your puffinpass pay as you go (PAYG)

- a) Cash, debit/ credit card and cheque payment (with guarantee card) top-up is available at the Kiosk customer service desk at the Town terminus. Note that the minimum card payment at the Kiosk is £10.
- b) Cash top ups are also available on the bus.
- c) All Pay as You Go top ups are done in multiples of £5.
- d) Online top-up is available at the **puffinpass** online shop (see 7A)

7A. puffinpass online shop

- a) The **puffinpass** online shop is for registration of your pass. Once registered you may top-up your Pay As You Go **puffinpass**.
- b) New products will soon be added to the online shop, including a 7 day and 31 day **puffinpass**. These products can be renewed online.
- c) Note it can take up to 48 hours for a top up or renewal to be active. You may not see the top up or renewal if you travel before that time.
- d) The 'unlimited' products of the 7 day and 31 day **puffinpass** will activate as you first use them. A renewal will not start until your previous time has expired. If you do not travel after your previous time has expired, your renewal will only begin when you first use the bus again.
- d) A registered pass can be 'hotlisted', with the remaining funds transferable to your new **puffinpass**. Note that replacement **puffinpasses** are £5. Credit will then be transferred to the nearest £5 multiple with you paying the cash amount to get to that

figure. For example if you had £29.10 on your 'hotlisted' Pay As You Go **puffinpass**, you would round up with 90p to receive £30. The replacement pass would cost £5.

8. What to do if your puffinpass is lost or stolen

- a) If there is value on your **puffinpass** pay as you go (PAYG), you will only be liable for any fares charged up to the point at which you notify CT Plus Guernsey Ltd that your pass is lost or has been stolen.
- b) Subject to 8a above, any remaining credit on a registered **puffinpass** pay as you go (PAYG) will be transferred to your replacement **puffinpass**. See point 6 and 7A for details of registering a **puffinpass**. CT Plus Guernsey Ltd will charge an administration fee to replace lost **puffinpasses**.

9. Our liability to you

- a) CT Plus Guernsey Ltd's liability to you is limited to the amount of credit on your **puffinpass** pay as you go (PAYG) at any given time to the extent permitted by Guernsey law.
- b) CT Plus Guernsey Ltd is not liable to you for any indirect or consequential losses or damage arising from any failing or fault of your **puffinpass** or the smart card system generally.
- c) CT Plus Guernsey Ltd accepts no liability to you for any loss or damage suffered, or any failure to inform us that your **puffinpass** has been lost, damaged or stolen under as provided under clause 8a above.
- d) CT Plus Guernsey Ltd shall not be liable to you for any loss suffered as a result of any ticket being purchased where a service fails to run for any reason.
- e) Should a bus stop or bus route not be able to operate fully or partly due to external reasons beyond our control (but not limited to) roadworks, diversions, accidents and severe weather, CT Plus shall not be liable to refund journeys/trips/credit/days on any **puffinpass**.

10. Data protection and your personal information

- a) CT Plus Guernsey Ltd is a data controller for the purposes of the Data Protection (Bailiwick of Guernsey) Law, 2001. CT Plus Guernsey Ltd will process your data in accordance with the Act and will use your data for the following purposes:

- To provide you with the service you applied for and for ongoing administration of the service
- To allow us to improve products and services we offer to our customers
- For research and analysis including travel patterns
- To enable us to provide anonymous data to the States of Guernsey if requested by them
- To enable us to conduct surveys
- For the prevention and detection of crime including fare evasion
- To enable us to comply with our legal and regulatory obligations
- To ensure that we follow your instructions correctly and to improve customer service, we may monitor and/or record any communication between you and CT Plus Guernsey Ltd

b) We may use your information for marketing purposes as follows:

- To let you know about related products and or services
- To send you offers on behalf of selected third parties which we believe to be appropriate.

c) 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 CT Plus Guernsey Ltd.

d) If you do not wish to receive such information you may choose not to do so by notifying CT Plus Guernsey Ltd by post, telephone, or email as set out at clause 2. above. You may change your mind about your contact preferences at any time.

e) We will only disclose your information to others in the following circumstances:

- When we are legally obliged to do so
- When there is a duty to disclose in the public interest
- Where disclosure is necessary to protect CT Plus Guernsey Ltd's interest (i.e. to detect crime or fare evasion)
- Where you give us permission to do so

f) We will retain your information for the period that you have a **puffin**pass registered in your name in order to comply with these terms and conditions.