

Issue Date: 20th September 2019

Document: Terms & Conditions for the Fal Mussel Card UNI **Company Information:** Cornwall Ferries Ltd trading as Fal River Cornwall (Company number: 4648205) 2 Ferry Cottages, Feock, Truro, Cornwall TR3 6QJ

1. Interpretation

- 1.1 In these terms and conditions when we use any of the terms "we", "us" or "our", we are referring to Cornwall Ferries Ltd together with, where applicable, all employees of that company.
- 1.2 When we use either of the terms "you" or "your", we are referring to you and all of the people who purchase the Fal Mussel Card UNI and will travel on any form of transport or special offers included to holders of the card. These terms apply to all such persons.
- $1.3\,\mbox{When}$ we use the term "card", we are referring to the Fal Mussel Card UNI.
- 1.4 When we use the term "transport" we are referring to any form of transport included within the use of the card.
- 1.5 When we use the term "offer" we are referring to additional offers applicable to holders of the Fal Mussel Card UNI.
- 1.6 When we use the term "travel year" we are referring to the dates 6th September 2019 or puchase date to 31st August 2020
- $1.7\,\mbox{We}$ reserve the right to amend and change these terms and conditions at anytme.

2. General Card Usage

- 2.1 Cards are for the exclusive use of students attending and staff employed by Falmouth University, University of Exeter, FXU and FXPlus, as such only the above are authorised to purchase this card. Proof of such will be required on card collection. Proof can be in the form of a valid in date student or staff ID card issued by the aforementioned body.
- 2.2 You must present a valid card when boarding each form of transport that the card is eligible on. Your card will be printed with photo ID and will be checked for photo match and date validity on each journey. From time to time cards may be validated by external inspectors.
- 2.3 If a card is presented for use that is not valid, either for the date it is presented or by a traveller not matching the photo ID, that card will be requested by the member of staff present, who will return it to the issuing company.
- 2.4 Your card is valid for use on scheduled timetabled services and cannot be used for special charters, events and out of hours services.
- 2.5 Your card is valid on the following services:
 a) University U1, U2 and U3 services (First)
 b) Any First Kernow bus route in Cornwall excluding the Truro Park & Ride, college buses and private charters
 c) Great Western Railway, Falmouth Maritime line only

between Falmouth - Truro inc Penryn & Penmere

- d) St Mawes Ferry
- e) Enterprise Boats
- f) Place Ferry
- $2.6\,$ Cards can be used an unlimited amount of times on the services listed in $2.5\,$ for the duration of the validity of the card subject to the terms and conditions of each operator.

3. Purchase

3.1 Purchase of the card should be made online at www.falriver.co.uk/uni. Students will be required to choose an annual card. Staff can choose either an annual card or follow a link to their employer's website where they will be able to apply to pay by monthly instalments at www.fxplus.ac.uk/find/travel-transport/bus-travel. For all types of applications you will be required to upload a passport type photo of yourself

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and pay the required sum in full. You will be issued with an online receipt, which must then be presented at the designated collection point with your separate student ID card in order for you to collect and sign for your card.

- 3.2 STUDENTS: An annual card can be purchased at the start of the travel year which is valid for up to 360 days after and including the first day of the travel year. The exact start date and end date will vary each year according to the start date in that particular year. The expiry date will be clearly printed on the card. The card is valid 7 days a week all year round, with the exception of Christmas Day when no services operate.
- 3.3 STUDENTS: Students may sign up for a contract to the end of the current travel year but pay separately for each term at the start of that term. A new card will be issued for each term which will only be valid for use from the first day of that term, until the day before the start of the following term. Dates will vary according to term dates each year and will be printed on each card. You may sign up for this option at any point during the travel year and will be liable for payment for each term from then on, until the end of that university year. Payments will be charged on a full term basis and as such no part payments for terms will be offered regardless of which date within a term the purchase takes place.
- 3.4 STUDENTS: If you have purchased a pay by term card, you will be required to setup a direct debit with us for future payments. Once payment has been confirmed your new card will be activated and you will be advised of details for collection.
- $3.5\,$ STAFF: An annual card can be purchased at any time of the year and this will be valid for until the $31/08/2020\,$ only. The expiry date will be clearly printed on the card. The card will be valid 7 days a week all year round, with the exception of Christmas Day when no services operate.
- 3.6 STAFF: It is possible for members of staff to apply to their employers to buy a card by monthly deductions from their salary. To do this, either go to www.falriver.co.uk/uni and follow the links from 'Buy a Card' or go to your employer's website direct at www.fxplus.ac.uk/find/travel-transport/bus-travel.
- 3.7 Payment online can be made by credit or debit card, with the exception of American Express.
- 3.8 When purchasing an annual card, payment for your card must be made in full at the time of purchase. Students who wish to purchase a pay by term card will be required to pay in full for the current term and then pay in full for each term to the end of the travel year when requested.
- 3.9 When purchasing your card online, your name and email will be captured in order to communicate specific offers available to card holders. These details will not be passed to any other organisation and will be covered by data protection. If you do not wish to be contacted regarding card offers then please advise us at any time and we will remove your email from the list.

4. Lost, stolen or damaged cards

4.1 It is solely your responsibility to look after your card once it has been activated. If you lose your card, you must contact us as soon as possible. We will issue you with a new card if your card is lost, stolen or damaged but there will be a £10 administration fee charged. Until your card is replaced you will be required to pay the standard travel fee for any journeys you undertake because valid cards must be presented at all times when travelling on any services. Any card that is presented damaged or illegible could be refused travel so it is the card holders responsibility to take care of the card. You may be required to purchase a replacement card for £10.

5. Refunds and Termination of Contract

- 5.1 When purchasing a card, regardless of whether the card is paid for in full or paid for by term, you are contracted to make all payments due to the end of that travel year.
- 5.2 If you leave university at any point during the travel year,

you will be entitled to a refund of any full terms you have paid for after that date. If you are paying in instalments you will no longer be contracted to pay any terms after you leave. A letter must be presented from the University to confirm you have left your course before any refund is authorised. Part terms will not be refunded.

6. Price Changes

 $6.1\,\mbox{We}$ reserve the right to change the price of the card at any time.

7. Offers

- 7.1 We reserve the right to alter or change any of the offers that were valid at the time you purchased your card.
- 7.2 Up to date offers to FMCU card holders will be updated on https://www.falriver.co.uk/uni.
- 7.3 Please see separate Terms & Conditions for each individual offer online at https://www.falriver.co.uk/uni.
- 7.4 Many of the offers available to holders of the card are run by third parties and as such, we cannot take responsibility for these offers. However, if you wish to give us feedback, good or bad, then we would like to hear from you.

8. General Transport Terms

- 8.1 All methods of transport included with the card are subject to weather and circumstances.
- 8.2 Please check status and timetables before you travel. See links below.
- 8.3 When travelling on services listed in 2.5 using the Fal Mussel Card UNI, you are subject to the terms & conditions of each individual service. Please see the terms & conditions for each individual service for complete terms of travel. Full terms can be found at the following: First bus services www.firstgroup.com, St Mawes ferry www.falriver.co.uk/stmawesferry, Place Ferry www.falriver.co.uk/placeferry, Enterprise boats www. falriver.co.uk/enterpriseboats, Great Western Railway www. gwr.co.uk
- 8.4 This card is purely a means of payment for travel on the services listed in section 2.5 and for presentation to secure advertised discounts and offers. It is non transferrable.

