Transport for London Conditions of Carriage for London Cable Car



30 October 2023 until further notice



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1. Introduction

When you travel on our services, having bought a ticket or when using your Oyster Card or contactless payment card, you enter into a legal agreement with us.

For the purposes of these Conditions, 'we', 'us' and 'our' mean Transport for London (TfL) and London Cable Car (which is managed by Docklands Light Railway Ltd a subsidiary company of Transport for London). 'You' means any customer holding a ticket, an Oyster card, a contactless payment card and who uses the London Cable Car, terminals and London Cable Car Experience.

These Conditions of Carriage set out your rights and responsibilities as a customer of the London Cable Car.

When you use our terminals, services and facilities, you are also subject to other conditions, byelaws and regulations as covered in Appendix 4.

We have tried to make these Conditions simple and easy to understand. Some words have a specific meaning and these are set out in Appendix 5.

These Conditions of Carriage, which may be amended from time to time, replace all previous versions published by TfL and its predecessors. They come into force from the date shown on the front and will remain in force, with any amendments that we may make from time to time, until we republish them. The most up-to-date version is available at tfl.gov.uk/terms

Our staff and agents have no authority to make individual exceptions to these Conditions of Carriage.

2. Our services

- 2.1 We always try to run reliable services. Sometimes the London Cable Car cannot be run at the times or frequencies advertised for reasons beyond our control or that of our contractors particularly when it is windy, there are other adverse weather conditions or a tall/long ship is passing. We reserve the right to change timetables and to stop the London Cable Car from running without giving notice beforehand. We will only do this for good reasons and, if it happens, we will do our best to tell you why. For up-to-date information on any changes or cancellations, you should check online at tfl.gov.uk/status-updates or call TfL Customer Services on 0343 222 1234.
- 2.2 You can use our service if you have a valid one-way or round trip ticket for the journey you are making or using your contactless card . You can also do so if you have sufficient pay as you go credit on your Oyster card and have validated your card.

Our services are often heavily used so neither we, nor our contractors, can guarantee to carry you or your whole party on any specific cabin on the London Cable Car.

- 2.3 We want to make sure that all your journeys are safe. We and our contractors reserve the right to close the London Cable Car and to require you to leave a car, a terminal or the London Cable Car Experience at any time. You must follow instructions given by our staff.
- **2.4** For safety reasons, on the London Cable Car, our terminals and the London Cable Car Experience you must not:
- smoke or use an electronic cigarette ('vape')
- use bicycles, roller skates, roller blades, scooters, skateboards or hoverboards

- use emergency exits except in an emergency or when instructed to do so by our staff
- consume alcohol or be in possession of an open container of alcohol on the London Cable
 Car, in our terminals or the London Cable Car Experience.

NOTE: For certain events or for customers in possession of the relevant experience ticket, alcohol may be served and consumed on the London Cable Car or London Cable Car Experience (for which the relevant licence is held) and as provided for in the Byelaws, notices will be displayed advising of a relaxation of this condition and the relevant Byelaw. This relaxation will only apply to those taking part in the advertised events and experiences; all other passengers will need to comply with Condition 2.4 in full.

- **2.5** You must not do anything forbidden by our Byelaws.
- **2.6** You may be prosecuted if you disobey these requirements.
- **2.7** You may be monitored by CCTV at our terminals, in the cars and in the London Cable Car experience. Some staff may wear body-worn cameras and make use of audio recordings.

CCTV images are recorded for the purposes of the prevention and detection of crime (including fare evasion), protecting property and infrastructure, incident management, legal proceedings and public safety. Images (and where held, audio recordings) of alleged offenders may be passed to the police and be used in a court of law.

- **2.8 Data Protection.** We will process personal information about you when you travel on our services or National Rail services where pay as you go is accepted. Specific examples include (but are not limited to) the use of CCTV and body-worn video cameras on our services, if you create an online account, your transaction and journey history, concessionary ticket applications, processing refunds and revenue protection activities. You can find more information about how TfL handles your personal information at tfl.gov.uk/privacy
- **2.9 Retention of personal travel data.** The TfL ticketing system retains details of the journeys made using your Oyster card for eight weeks: after this time it is de-personalised. Journey data from use of your contactless payment card is retained for up to 13 months, after this time it is depersonalised.
- **2.10** How we use your personal information. TfL, its subsidiaries and service providers, will use your personal information for the purposes of customer services and administration, the provision of travel related information, customer research and fraud prevention. If you use your contactless payment or Oyster card in connection with National Rail products or services, or London river services, TfL may share your personal information with relevant Train Operating Companies (TOCs) and river service operators so that they can use it for the same purposes.

In certain circumstances, TfL, its subsidiaries and service providers, relevant TOCs and river service operators may also share your personal information with the police and other law enforcement agencies for the purposes of the prevention or detection of crime.

If, having used your contactless payment card for travel, you check your journey and charging data without creating an online account, you will need to enter your contactless payment card number, expiry date, card security code and billing address each time you check your journey and payment history. TfL will use the information you provide to carry out an authorisation check with your card issuer and will not use or retain it for any other purpose.

If you hold an Oyster photocard, your personal information will also be used or shared for additional purposes, for example to ensure your ongoing eligibility for your free or discounted travel or to enforce the behaviour code. You are advised to check www.tfl.gov.uk/privacy regularly

for the most up to date information and to find out how you can exercise your data subject rights. Where substantial changes are made (or intended to be made) to the way TfL handles your personal information, we will let you know.

3. Oyster cards, contactless payment cards and other smartcards

3.1. General Information

See Transport for London Conditions of Carriage for general information for use of Oyster cards, contactless payment cards and other smart cards on other parts of the TfL systems

3.2 Paying as you go on the London Cable Car

When you pay as you go on the London Cable Car, you must touch your contactless payment or Oyster card on the yellow card reader as you enter and exit the London Cable Car terminal. If you travel without having correctly touched in and out on the yellow card reader, or having bought a paper ticket, you may be liable to a penalty fare or you may be prosecuted.

3.3 Daily and Weekly (Monday-Sunday) capping

Pay as you go journeys on the London Cable Car will not count towards any daily or Monday-Sunday cap:

4. Photocards and Oyster photocards

4.1 See Transport for London Conditions of Carriage for general information for use of photocards and Oyster photocard on other parts of the TfL system.

5. Using tickets and travel concessions

5.1 Printed Tickets and E-tickets

- **5.1.1** If you do not have an Oyster card with pay as you go credit on it or a contactless payment card, you must have with you a printed ticket or an e-ticket which is/are valid and available for the journey you are making.
- **5.1.2** You must use your printed ticket(s) or e-tickets in accordance with these conditions.

All printed tickets remain our property. We may withdraw or cancel any ticket at any time if it is misused or used in any way not permitted by these Conditions. It may not be returned for further use and you may forfeit the right to a refund.

You must only buy tickets from an authorised outlet, otherwise it will be invalid, may be withdrawn and will not be returned for further use. It may also result in the seller and/or you being prosecuted.

5.1.5 Use of printed tickets. Our printed tickets and e-tickets can only be used by the person they were bought for. Tickets must not be resold or given away for further use. Doing this automatically invalidates them and is an offence under our Byelaws and/or the Public Service Vehicle (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990.

5.1.7 Duty to show tickets. You must be prepared to show your printed ticket/e-ticket (and photocard, if needed) or have your contactless or Oyster card used for entry to the London Cable Car available on each journey, whether or not we ask you to do so. You must let a member of staff or a Police Officer examine it at any time during your journey if they ask you to do so. If you fail to do so you may be liable to pay a Penalty fare or you may be prosecuted.

If you wear a face covering, you must remove it if asked to do so by police officers or staff for the purposes of identification.

The London Cable Car reserves the right to refuse entry/travel to any customer displaying abusive or aggressive behaviour towards our staff or our customers.

5.2 Ticket Types

Our ticket types and conditions can be found in Appendix 1.

5.3 Children

Children under the age of five travel free (when accompanied by a fare paying adult). A child fare is available for children between 5 and 15.

Children up to the age of 12 must be accompanied by an adult at all times.

This information may be changed at any time.

5.4 Using travel concessions

If you are travelling free at child-rate, our staff have the right to ask you about your age but will only do so where they have reasonable doubt about whether you are eligible for such travel.

6. Penalty fares and fare evasion

- **6.1** If you do not touch in and out correctly, you may be charged a maximum fare which will not be included in any daily capping. You may also be liable to a penalty fare or you may be prosecuted.
- **6.2** A penalty fare of £80 applies the London Cable Car. This is reduced to £40 if paid within 21 days from the day the penalty fare notice is issued.

If you wish to appeal against a penalty fare, the appeals process is outlined on the penalty fares notice issued at the time. Details of who to contact about this and how are shown in Appendix 3.

- **6.3** If you are travelling on the London Cable Car or you are within the compulsory ticket area on the London Cable Car without:
 - a ticket that is valid and available for the journey you are making
 - tapping your contactless payment card
 - a validated Oyster card showing a record of the start of your journey, where using pay as
 you go and we believe that you are trying to avoid paying the correct fare, you may be
 prosecuted. If the court finds you guilty you risk a fine or imprisonment.

If we believe that you have used or tried to use any ticket, Oyster card, Oyster photocard or smartcard to defraud us we may cancel and not re-issue it. If this happens, we will not give you or the rightful holder a refund of the remaining value of the ticket, or refund any credit or deposit paid for the Oyster card.

If we believe that you have used or tried to use a contactless payment card to defraud us, we may prevent it from being accepted for travel in future

7. Refunds

7.1 General

If we or our contractors fail to run the services we have advertised or if there are delays to those services, we will not compensate you for any losses you may suffer as a result, except in the circumstances and in the ways as set out in the table below.

Due to the nature of the London Cable Car operation, it is more susceptible to adverse weather conditions and there will be occasions when we will be unable to operate the London Cable Car particularly to ensure safety. Such occasions are caused by conditions outside our control but at our discretion we will give you a refund or reissue you with a ticket for another time

Our policy for paying refunds on tickets and our compensation policy is outlined in Appendix 2.

8. Taking personal possessions, luggage, bicycles, scooters and animals with you

8.1 Personal Possessions

For safety reasons, and for the comfort of other passengers, we have to control what you can bring with you onto the London Cable Car, although we do not charge you for the things we allow.

Our services can be busy, so you must ensure that what you bring with you does not get in the way of others.

You must ensure that what you bring with you, such as your shopping or luggage, does not block a seat, the aisles and doors, stairs, lifts or passages.

- **8.2** Staff can refuse permission for you to take any item onto our services.
- **8.3** Please keep your possessions and luggage with you at all times. Unattended property is a security risk and can cause unnecessary delays to services. It may be removed by our staff and may be destroyed by the Police.

8.4 Prohibited Items

You must not bring with you anything that:

- is more than 2 metres long
- you are unable to carry yourself (including on stairs lifts are available for passengers with pushchairs, bikes or in a wheelchair)
- is hazardous or inflammable
- is likely to cause injury or obstruct other customers or staff
- is likely to cause damage to buses, trams, trains or stations.
- is likely to cause injury or offence to other customers or to our staff
- is likely to cause damage to the London Cable Car
- is a motorized scooter, electric scooter, or electric unicycle

8.5 Luggage, bicycles, scooters

You may bring with you:

- personal possessions and luggage that you are able to carry yourself (including on stairs and escalators)
- folding buggies, folding bicycles and scooters (excluding electric scooters, electric bikes or electric unicycles) that you are able to carry yourself (including on stairs and escalators)
- any other item, provided it is not dangerous or likely to injure anyone.

You may be asked to fold your buggy, bicycle and/or scooter.

Motorized scooters, electric bikes, electric scooters and electric unicycle are not permitted on the London Cable Car.

8.6 Animals

You can bring an assistance dog with you without charge. You can also take with you without charge any other dog or inoffensive animal but they must be carried at all times. Some animals may not be permitted with good reason (such as if the animal seems dangerous). Please check with a member of our staff before you purchase your tickets. You must keep it under control on a lead or in a suitable container, and must not allow it on a seat. You will be held responsible for the actions of your animal. Staff are not allowed to take charge of any animal.

9. Using wheelchairs and mobility scooters

9.1.1 Accessibility. We want to make travel on the London Cable Car easier for everyone, including disabled customers and those with young children or buggies and pushchairs.

London Cable Car cabins are designed to allow wheelchairs and buggies, which are no wider than 80cm. Please make sure that your wheelchair or buggy is safely positioned within the cabin.

Cabins can take wheelchairs and single battery power source motorized wheelchairs as long as they are no wider than 80cm.

Due to weight and size restrictions of the cabins, larger wheelchairs and motorized scooters are not permitted on the London Cable Car.

If you need assistance when travelling on the London Cable Car, ask a member of staff who will assist you if they are able to and it is safe to do so.

10. Lost Property

- **10.1** How we handle lost property is laid down in the London Transport Act 1982.
- **10.2** If you find any lost property on the London Cable Car, please tell a member of staff immediately.
- **10.3.** If you lose something on the London Cable Car, you should go to tfl.gov.uk/lostproperty to check if it's been handed in.
- **10.4**. We make a charge for the return of lost property.

Appendix 1 Our Ticket Types and Conditions

The tables below give information about the availability and validity of our tickets, the rules controlling their use and any special conditions that may apply to them. For more information on fares and concessions go to tfl.gov.uk/fares

It is your responsibility to ensure you have the correct ticket or have validated your Oyster card or contactless payment card correctly for the journey you are making.

As well as the ticket types shown in these conditions, we sell or issue other tickets that are subject to special conditions (as shown on the ticket or in supporting publicity). Where these special conditions conflict with the ones shown in these conditions, the special conditions apply instead.

If we introduce new tickets, photocards, products or ticketing facilities while this version of the Conditions is in force, we will publish information about them separately until we re-issue these Conditions.

Our ticket types and conditions

Ticket type	One Way or Round Trip	Carnet Ticket
When and where it can be used	From the time it is bought. A one-way or round trip journey (as appropriate) on the London Cable Car.	From the time it is bought, each ticket is valid for ten single London Cable Car journeys.
		Ten single journeys on the London Cable Car.
Additional Information	Cannot be used on other services.	Cannot be used on other services. The last of the ten single journeys to
	Available at the full fare.	be completed within 12 months of issue

Replacing Carnet Ticket

8.1. If your printed carnet ticket is damaged or can no longer be read easily, or if it no longer works, we will replace it free of charge with a paper copy provided we can confirm that it is still valid

Appendix 2 Refunds

London Cable Car refund and compensation

If this happens	We will	What to do next
You have entered a cabin to make your journey but the system is stopped for reasons within our control.	give compensation to the value of the fare for the single journey you were making, if the delay is more than 15 minutes.	Get a refund form from the ticket offices at either of the London Cable Car Terminals, complete it, and send it by Freepost to the address on the form.
You have entered a car to make your journey but the system is stopped for reasons outside our control.	At our discretion we may give compensation to the value of the fare for the single journey you were making or issue a ticket for a future journey.	Get a refund form from the ticket offices at either of the London Cable Car Terminals, complete it, and send it by Freepost to the address on the form.
You have: touched your Oyster card on the card reader but are unable to start your journey because	give you a full and immediate cash refund of the fare you have paid if you hold a one-way or return ticket. if paying as you go, credit your	Apply at one of the London Cable Car Terminal ticket offices Call the Oyster helpline after 48
of service disruption.	Oyster card with the amount paid.	hours but within 28 days of making the journey. Claims cannot be made after this time.
You have bought a one-way or round trip ticket but have not used it for reasons other than service disruption.	give no refund.	N/A
You forgot to bring your Oyster card with you.	not give a refund of any additional fares paid	N/A

Appendix 3 - Getting in touch

Addresses and telephone numbers of the offices mentioned in these Conditions are shown below.

Transport for London, Customer Services	9 th floor 5 Endeavour Square London E20 1JN	tfl.gov.uk/contact 0343 222 1234 020 7027 8511(textphone)
Lost Property Office	Transport for London	tfl.gov.uk/lostproperty
London TravelWatch	5-11 Lavington Street London SE1 0NZ	enquiries@londontravelwatch.org.uk 020 3176 2999

We try to be fair and helpful in all dealings with our customers. We always welcome comments or suggestions.

If you have a problem with your journey and our staff cannot resolve it on the spot, or if you have any comments about the day-to-day running of our services, you can contact TfL Customer Services.

If you are not satisfied with our answers, you can contact London TravelWatch, the independent transport watchdog, at londontravelwatch.org.uk.

Appendix 4 Other Conditions of Carriage, Byelaws and Conduct Regulations

Any reference to legislation in these Conditions is deemed to be a reference to that legislation as amended, re-enacted or substituted from time to time.

London Cable Car Byelaws

- These control behaviour on the London Cable, London Cable Car terminals and the London Cable Car Experience.
- You can ask to see a copy at the London Cable Car Terminals.
- Available at tfl.gov.uk/terms or from TfL Customer Services.

Greater London Authority Act 1999

- This shows when, where and why we can charge penalty fares on London Underground and London Bus Services.
- Available at legislation.gov.uk
- You can also see a copy at main public libraries in the London area.

London Transport Act 1982

- This shows how we look after lost property.
- You can see a copy at main public libraries in the London area.
- To buy a copy, go to tsoshop.co.uk or call 0333 200 2425.

Any reference to legislation in this booklet is deemed to be a reference to that legislation as amended, re-enacted or substituted from time to time.

These London Cable Car Conditions of Carriage may be amended from time to time.

They come into force from the date shown on the front cover and will remain in force, with any amendments that we may make from time to time, until we republish them.

Our staff and agents have no authority to make individual exceptions to these Conditions of Carriage.

Separate Conditions of Carriage apply on other Transport for London services

Appendix 5 - Special Terms

We have tried to make the wording of these conditions as clear as possible, but we have given certain words and phrases the special meanings shown below

Authorised	Permission given by one of our staff or by an official notice or sign/
Available /	Where a ticket, Oyster card with pay as you go credit on it or a contactless
availability	payment card can be used. See also 'Valid/Validity'
Child Ticket	A ticket that can be use by anyone aged between five and sixteen years
	old. Under fives travel for free on the London Cable Car.
Compulsory	The area of the Terminals and London Cable Car system which is within
ticket area	the ticket gates.
Contactless	A contactless payment card or other device which allows pay as you go
payment card	travel on bus, Tube, tram, DLR, London Overground, Elizabeth line, London Cable Car, Thames Clippers River Buses and National Rail services.
Contactless	Use of a contactless payment card or device for pay as you go travel on
payment	bus, Tube, tram, DLR, London Overground, Elizabeth line, London Cable Car, Thames Clipper River Buses and National Rail.
Delay	A delay suffered whilst in a London Cable Car which could be caused by
	mechanical failure of the London Cable Car system, the weather or high
	ships.
DLR	Abbreviation for Docklands Light Railway.
One-way Ticket	A physical ticket or electronic document which entitles the holder to undertake a one-way trip on the London Cable Car.
Oyster single fare	The fare charged when you use pay as you go on the London Cable Car for a one-way journey.
Pay as you go	Credit held on an Oyster card, which you can use to pay for a one way or round trip.
Penalty fare	A higher fare that can be charged in circumstances set out in the Greater London Authority Act 1999 and as amended by the TfL Act 2008.
Round Trip Ticket	A physical ticket or electronic document which entitles the holder to undertake a round trip on the London Cable Car.
Special Services	Services run on a particular occasion or for a particular purpose that are advertised as 'special services' and may require special tickets.
Valid/validity	When a ticket, Oyster card, smartcard or contactless payment card can be used. See also 'Available/availability'.
Validate	Touch an Oyster card, smartcard or contactless payment card on a yellow card reader at the start and end of an London Cable Car journey.
Yellow card reader	A device that, when an Oyster card is touched on it, checks the card to see what season tickets and/or pay as you go credit are on it and, at London
	Cable Car gates, charges the Oyster single fare for the journey being made.