# Transport for London Emirates Air Line

# **Conditions**of Carriage



28 June 2012 until further notice (Minor amendment April 2016)

# **Contents**

Section	Content	Pages
1	Introduction	3
2	Useful contacts	4
3	Special meanings	4
4	Services and safety	5
5	Photocards and Oyster photocards	6
6	Oyster card	6
7	Using boarding passs and travel concessions	6
8	Replacement multi journey boarding passes	8
9	Ticket-less travel and Penalty fares	8
10	Suspected fare evasion and prosecutions	8
11	Refunds on boarding passes and compensation	9
12	Luggage and possessions	10
13	Access and carriage of passengers in wheelchairs, buggies and pushchairs	10
14	Animals	11
15	Lost property	11

#### 1. Introduction

**1.1.** These Conditions of Carriage set out your rights and duties as a customer of the Emirates Air Line. In addition, the documents listed below set out your rights and duties in other particular circumstances.

Your rights and duties set out in these Conditions of Carriage do not affect your rights and duties contained in the following documents:

#### **Emirates Air Line Byelaws**

- These control behaviour on the Emirates Air Line and at Emirates Air Line terminals.
- You can ask to see a copy at the Emirates Air Line Terminals.
- You can obtain an free copy at tfl.gov.uk

#### **Greater London Authority Act 1999**

- This shows when, where and why we can charge Penalty fares on our services.
- You can 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 0870 600 5522.

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.

**1.2.** These Emirates Air Line 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. Go to <a href="https://www.tfl.gov.uk/termsandconditions/899.aspx">www.tfl.gov.uk/termsandconditions/899.aspx</a> for the most up-to-date version and any amendments.

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

**1.3.** Separate Conditions of Carriage (or Travel) apply on other Transport for London services.

#### **Transport for London Conditions of Carriage**

- You can obtain a free copy of this document at tfl.gov.uk or by calling the Travel Information Contact Centre.
- **1.4.** Information about the boarding passes we sell and the fares we charge can be found at <a href="https://www.tfl.gov.uk/modalpages/23828.aspx">www.tfl.gov.uk/modalpages/23828.aspx</a>. You can obtain a free copy from the Emirates Air Line Terminals.

#### 2. Useful contacts

**2.1.** Addresses and telephone numbers of the offices mentioned in this book are shown below.

Oyster helpline	14 Pier Walk North Greenwich	telephone:	0845 330 9876
Oyster Ticketing & Refunds Office	London SE10 0ES	fax:	0845 600 6245
		textphone:	020 7027 8511
Travel Information Contact Centre	Transport for London	telephone:	0843 222 1234
Centre		textphone:	020 3054 3900
Lost Property Office	Transport for London 200 Baker Street	telephone:	0845 330 9882
	London NW1 5RT	fax:	020 7918 1028
London TravelWatch	6 Middle Street London EC1A 7JA	telephone:	020 7505 9000
	(enquiries@londontravelwatch.org.uk)	fax:	020 7505 9003

- **2.2.** We try to be fair and helpful in all dealings with our customers. We always welcome comments or suggestions.
- **2.3.** If you have a problem with your journey and our staff cannot solve it on the spot, or if you have any comments about the day-to-day running of our services, you can contact the Travel Information Contact Centre from the list above or visit the TfL Emirates Air Line website at <a href="https://www.tfl.gov.uk/emiratesairline">www.tfl.gov.uk/emiratesairline</a>.
- **2.4.** If you are not satisfied with our answers, you can contact London TravelWatch, the independent transport watchdog set up by Parliament.

# 3. Special meanings

#### **3.1.** In these conditions:

- 'we' and 'us' mean Emirates Air Line (which is managed by Docklands Light Railway Ltd a subsidiary company of Transport for London)
- 'you' means any customer holding a boarding pass or boarding passes, or who is using the Emirates Air Line and terminals.

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 /	ble / Where a boarding pass or Oyster card with pay as you go credit on it can be	
availability	used.	
<b>Boarding Pass</b>	A ticket enabling travel on the Emirates Air Line	
Child-rate	Boarding passes which can be used only by:	
• anyone under the age of 16.		
Compulsory The area of the Terminals and Emirates Air Line system which is within the		
boarding pass boarding pass gates.		

area		
Delay	A delay suffered whilst in an Emirates Air Line cabin and is caused by mechanical failure of the Emirates Air Line system.	
Discounted cash fare	A fare which gives a reduced cost journey on the Emirates Air Line and is available to holders of all types of Oyster cards including Travelcards, Freedom Passes and to pay as you go users.	
DLR	Abbreviation for Docklands Light Railway.	
Oyster single fare	The fare charged when you use pay as you go on the Emirates Air Line for a single journey.	
Pay as you go	Credit held on an Oyster card, which you can use to pay an Oyster single fare at the time you travel. Oyster cards can also be used to buy single boarding passes at a discounted fare for pay as you go users, on the Emirates Air Line.	
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 Transport for London Act 2008.	
Printed boarding pass	A paper/printed Emirates Air Line boarding pass for travel on Emirates Air Line services.	
Special services	Services run on a particular occasion or for a particular purpose that are advertised as 'special services' and may require special boarding passes.	
Staff	People who work for us or our contractors.	
Ticket	Any of the types of ticket listed in these Conditions including boarding passes.	
TfL	Abbreviation for Transport for London.	
Valid/validity	When a boarding pass (or photocard or Oyster photocard) can be used.	
Validate	When using pay as you go, touching your Oyster card on a yellow card reader at the start and end of an Emirates Air Line 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 Emirates Air Line gates, charges the Oyster single fare for the journey being made.	

# 4. Services and safety

- **4.1.** We always try to run reliable services. Sometimes the Emirates Air Line cannot be run at the times or frequencies advertised for reasons beyond our control or that of our contractors particularly when it is windy or where there are other adverse weather conditions. We reserve the right to change timetables and to stop the Emirates Air Line 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.
- **4.2.** You can use any of our services if you have a valid boarding pass (or boarding passes) available for the journey you are making or using pay as you go. 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 Emirates Air Line.

**4.3.** We want to make sure that all your journeys are safe. You must follow instructions given by our staff or displayed on notices on the Emirates Air Line. We and our contractors reserve the right to close the Emirates Air Line terminals (or parts of them) and to require you to leave the Emirates Air Line at any time. This will usually be for your safety.

- **4.4.** You must not do anything forbidden by our Byelaws.
- **4.5.** For safety reasons, on the Emirates Air Line and in our terminals you must not:
- smoke
- ride bicycles, use roller skates, roller blades, scooters, skateboards or similar equipment
- take flash photographs and/or use a tripod or other camera support equipment
- use emergency exits except in an emergency or when instructed to do so by our staff.
- on the Emirates Air Line and in our terminals, you must not consume alcohol or be in possession of an open container of alcohol.

You may be prosecuted under our Byelaws for disobeying these requirements.

**NOTE:** For certain events or for customers in possession of the relevant experience ticket, alcohol may be served and consumed on the Emirates Air Line (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 4.5 in full.

For your personal security, our cabins and terminals are monitored by CCTV cameras.

CCTV images are recorded for the purpose of crime prevention, detection, legal proceedings and public safety. Images of alleged offenders may be passed to the police and be used in a court of law.

### 5. Photocards and Oyster photocards

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

# 6. Oyster card

See Transport for London Conditions of Carriage for general information for use of Oyster cards on other parts of the TfL systems.

# 7. Using boarding passes and travel concessions

#### 7.1. Printed boarding passes

- **7.1.1.** If you do not have an Oyster card with pay as you go credit on it, a valid permit to travel or other authority to travel, valid and available for the journey you are making, you must have with you a printed boarding pass(es) which is/are valid and available for the journey you are making.
- **7.1.2.** You must use your printed boarding pass(es) in accordance with these Conditions of Carriage. All printed boarding passes remain our property and we may withdraw or cancel any printed boarding pass at any time and it may not be returned for further use. We will only do this for a good reason and, if we do, we may give you a receipt.

You must only buy printed boarding passes from an authorised site. If you buy a printed boarding pass from anyone else, 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.

- 7.1.3. If you do not pay the correct fare for the journey you are making, you may be liable to pay a Penalty fare (see Section 9) or you may be prosecuted (see Section 10).
- Use of printed boarding passes. Our printed boarding passes can only be used by the 7.2.1. person they were bought for. Boarding passes must not be resold or given away for further use. Doing this automatically invalidates them and is an offence under our Byelaws.
- Duty to show printed boarding passes. You must be prepared to show your printed boarding pass (and photocard, if needed) or have the PAYG Oyster card used for entry to the Emirates Air Line 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.

#### 7.3. Using travel concessions

#### **7.3.1. General**

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

#### 7.3.2. Discounted fares

If you hold a paper Travelcard, an Oyster card loaded with a Travelcard or credit to pay as you go or a Freedom Pass you can travel at a reduced rate on the Emirates Air Line.

- **7.4.** Checking boarding passes and change. When you buy a boarding pass, please check at once that it is the one you want and where given, check that you have been given the right change.
- **7.5.** Our ticket types and conditions. The table below gives information about the availability and validity of our tickets, the rules controlling their use and any special conditions that may apply to them. Note that a boarding pass is only valid for the date printed on it.

It is your responsibility to ensure you have a valid boarding pass or validated Oyster card for the journey you are making.

As well as the ticket types shown in these Conditions of Carriage, we sell or issue some other types of ticket that are subject to special conditions that appear either on the ticket itself or in Emirates Air Line customer information. Where these special conditions conflict with the ones shown in these Conditions of Carriage, the special conditions apply instead.

If we introduce new boarding passes, photocards, products or ticketing facilities while this version of the Conditions of Carriage is in force, we will publish information about them separately until we reissue the Conditions of Carriage.

Our boarding pass types and conditions

Validity	From the time it is bought.	From the time it is bought, each boarding pass is valid for ten single Emirates Air Line journeys.
Availability	A single or return journey (as appropriate) on the Emirates Air Line.	Ten single journeys on the Emirates Air Line.
Can it be used on other services?	No.	No.
Extra conditions	Available at full fare and Discounted Fare for Oyster card holders	The last of the ten single journeys to be completed within 12 months of issue.

Children under the age of 5 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. A group of children aged 15 and under will also need to be accompanied by an adult

This information may be changed at any time.

# 8. Replacement multi journey boarding passes

**8.1.** Replacement printed multi journey boarding passes. If your printed multi journey boarding pass is damaged or can no longer be read easily, or if it no longer works our boarding pass gates, we will replace it free of charge with a paper copy provided we can confirm that it is still valid.

## 9. Ticket-less travel and Penalty fares

**9.1.** A Penalty fare of £80 applies on the Emirates Air Line. This is reduced to £40 if paid within 21 days of the date following issue of the Penalty fare notice.

If you are issued with a Penalty fare, the Appeals process is outlined on the Penalty fares notice issued at the time.

# 10. Suspected fare evasion and prosecutions

- **10.1.** If you are travelling on the Emirates Air Line or you are within the compulsory boarding pass area on the Emirates Air Line without:
- a boarding pass that is valid and available for the journey you are making
- 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.

**10.2.** If we believe that you have used or tried to use any boarding pass, Oyster card or photocard 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 boarding pass, or refund any credit or deposit paid for the Oyster card.

**10.3.** If we believe that your boarding pass or Oyster card (or your photocard) has been tampered with we may withdraw it. If this happens, we will not return it or replace it or give you a refund of the remaining value. If your boarding pass or Oyster card (or your photocard) is damaged to such an extent that it cannot be read or will not work on our yellow card readers, we will withdraw and not return it but may, at our discretion, replace it. In either case, you must hand over the boarding pass or Oyster card and/or photocard if we ask you to do so.

# 11. Refunds on boarding passes and compensation

- **11.1.** Our policy for paying refunds on boarding passes and our compensation policy is outlined in the table below.
- **11.2**. 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.
- **11.3** Due to the nature of the Emirates Air Line operation, it is more susceptible to adverse weather conditions and there will be occasions when we will be unable to operate the Emirates Air Line 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 boarding pass for another time.

#### **Emirates Air Line refund and compensation policy**

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 Emirates Air Line Terminals, complete it, and send it by Freepost to the address on the form. Or apply online at www.tfl.gov.uk/tickets/23854.aspx
You have entered a cabin 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 boarding pass for a future journey.	Get a refund form from the ticket offices at either of the Emirates Air Line Terminals, complete it, and send it by Freepost to the address on the form.
If this happens	We will	What to do next
You have: bought a boarding pass (if paying as you go): 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 single or return boarding pass.  if paying as you go, credit your Oyster card with the amount paid.	Apply at one of the Emirates Air Line Terminal ticket offices  Call the Oyster helpline after 48 hours but within 28 days of making the journey. Claims cannot be made after this time.

of service disruption.		
You have bought a	generally not give a refund	
single or return		
boarding pass but		
have not used it for		
reasons other than		
service disruption.		
You forgot to bring	not give a refund of any additional	
your Oyster card with	fares paid.	
you.	•	

# 12. Luggage and possessions

#### 12.1. General

**12.1.1.** For safety reasons, and for the comfort of other passengers, we have to control what you can bring with you onto the Emirates Air Line, although we do not charge you for the things we allow. If you have luggage or a folding buggy/pushchair, or a shopping trolley or bicycle you must not put it on the seats or allow it to cause a blockage in gangways, lifts or passages.

#### **12.1.2.** You may bring with you:

- personal luggage that you are able to carry yourself (including up/down fixed stairways)
- folding buggies, folding pushchairs and cycles
- any other item, provided it is not dangerous or likely to injure or obstruct anyone.

#### **12.1.3.** You must not bring with you anything that:

- is more than 2 metres long
- can cause obstruction to yourself of others.
- you are unable to carry yourself (including up/down fixed stairways lifts are available for passengers with pushchairs, bikes or in a wheelchair)
- is a hazardous or inflammable substance
- is likely to cause injury or offence to other customers or to our staff
- is likely to cause damage to the Emirates Air Line
- is a motorized scooter
- **12.1.4.** Staff can refuse permission for you to take any item onto our services. If you are not sure if a particular item will be allowed, contact the Travel Information Centre for advice before you travel.
- **12.1.5.** Please keep your luggage and possessions with you at all times. Unattended property is a security risk and can cause unnecessary delays to services. It will be removed by our staff, and may be destroyed by the Police. We have the right to prevent you from bringing anything onto the Emirates Air Line if we believe it may create a security risk. Please note that bag and personal searches may be carried out before you board the Emirates Air Line.

#### 13. Access and carriage of passengers in wheelchairs, buggies and pushchairs

**13.1.1.** We want to make travel on the Emirates Air Line easier for everyone, including disabled customers and those with young children or buggies and pushchairs.

- **13.1.2.** For information about travelling with assistance dogs on our services, see Section 14.
- **13.2.1.** Emirates Air Line 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.
- **13.2.2.** Cabins can take wheelchairs and single battery power source motorized wheelchairs as long as they are no wider than 80cm.
- **13.2.3.** Due to weight and size restrictions of the cabins, larger wheelchairs and motorized scooters are not permitted on the Emirates Air Line.
- **13.3.1.** If you need assistance when travelling on the Emirates Air Line, ask a member of staff who will assist you if they are able to and it is safe to do so.

#### 14. Animals

**14.1.** 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 Boarding Pass. 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.

#### 15. Lost property

- **15.1.** How we handle lost property is laid down in the London Transport Act 1982.
- **15.2.** If you find any lost property on the Emirates Air Line, please tell a member of staff immediately.
- **15.3.** If you lose something on the Emirates Air Line, you can go to tfl.gov.uk/lpo and complete an enquiry form, telephone 0845 330 9882 or visit our Lost Property Office at 200 Baker Street, London NW1 5RZ. It is open 08:30 to 16:00 Monday to Friday (except public holidays).
- **15.4.** Property can take a minimum of three working days before reaching the Lost Property Office. Go to tfl.gov.uk for further information about the Lost Property Office.
- **15.5.** We make a charge for the return of lost property.