

## **keyGo Conditions of use**

**23<sup>rd</sup> May 2024 until further notice**

## 1. Introduction

1.1. These conditions of use (the “**Conditions**”) set out your rights and obligations when using your Key Smartcard (The Key Smartcard/“key card”) to take Journeys with the Relevant Train and Relevant Bus Operators (set out in Condition 1.5 below) paid for using “keyGo” pay as you go (referred to as “keyGo” in these Conditions) to travel. The conditions applicable to your Key Smartcard are available here:

- 1.1.1. [www.greatnorthernrail.com/thekey](http://www.greatnorthernrail.com/thekey)
- 1.1.2. [www.southernrailway.com/thekey](http://www.southernrailway.com/thekey)
- 1.1.3. [www.thameslinkrailway.com/thekey](http://www.thameslinkrailway.com/thekey)

and continue to be applicable to the use of your Key Smartcard at all times, in addition to these Conditions.

- 1.2. **When travelling by train** these Conditions apply to your journey in addition to the National Rail Conditions of Travel (“**NRCoT**”). For the purposes of the NRCoT your Key Smartcard is a “Smartcard” and tickets that you buy and use to travel are not physical tickets, but an “electronic document or record” as referenced in the NRCoT. In addition, certain types of ticket, such as the Flexi Season Ticket, have additional terms and conditions and your journey will be subject to such conditions. For example, Flexi Season Tickets are subject to the terms and conditions set out here.
- 1.3. **When travelling by train** your Journey is also subject to Railway Byelaws. You can get a free copy of these at most staffed National Rail stations, or download a copy [here](#).
- 1.4. **When travelling by bus:** your Journey will be subject to the conditions of carriage of the relevant bus company. These can be found [here](#) for Brighton & Hove buses and [here](#) for Metrobus.
- 1.5. Each Relevant Train and Relevant Bus Company listed below accepts keyGo for travel on their services in the keyGo Network Area (as shown in Condition 6 below).
  - 1.5.1. Govia Thameslink Railway Limited (trading as Gatwick Express, Great Northern, Southern and Thameslink).
  - 1.5.2. First Greater Western Limited (trading as Great Western Railway) – limited route as shown on the key network area maps, which are linked in Condition 6
  - 1.5.3. First MTR South Western Trains Limited (trading as South Western Railway) between Dorking and Epsom
  - 1.5.4. Brighton & Hove Bus and Coach Company Limited trading as Brighton & Hove Buses and/or Metrobus Limited – limited routes as shown on the key

network area maps, which are in linked in Condition 6

Please note that staff and agents of the above companies have no authority to make individual exceptions to the NRCoT or these Conditions or the Bus companies Conditions of Carriage.

1.6. Defined terms are used in these Conditions, the meanings of those terms are set out in Condition 20 below.

## 2. Registering for keyGo

2.1. You must hold a Key Smartcard issued through the Great Northern, Southern or Thameslink website to register for keyGo. Through your Key Smartcard account (your “**Account**”), you must register for keyGo separately.

2.2. A valid bankcard must be associated to your Account, VPAY and Maestro cards are not accepted. You must also agree to a Continuous Payment Authority (CPA) via your debit or credit card.

2.3. A CPA is an agreement between you and us that authorises us to withdraw money from your account via your debit or credit card without having to seek individual repeated consents from you. **By using keyGo on your Key Smartcard you are agreeing to these Conditions of Use and providing express consent for us to deduct automatic payment from your payment card using the CPA via your debit or credit card.**

2.4. When you register for keyGo we will pre-authorise your payment card with £0.01 (one penny). This will be automatically returned to your account in 3-5 working days.

2.5. You must keep your payment card details up to date. Failure to do so will result in your keyGo account being cancelled.

2.6. After initial registration, you must choose the station to start your first Journey from the drop-down list as defined on the keyGo Network Area maps, which are linked in Condition 6. This will add keyGo to your Key Smartcard and start your first Journey. Subsequent Journeys can begin and end at any station in the keyGo Network Area.

2.7 Your first Journey must be started within 30 days of sign up so that you can add the keyGo product to your Key Smartcard. If you do not make a Journey within 30 days, you may have to re-register.

## 3. Using keyGo

3.1. You must always touch “in” and touch “out” with your Key Smartcard by placing it flat on a yellow card reader or Oyster reader at the ticket gate or free-standing validator (a “**Validator**”) at the station where you start and finish your rail Journey.

3.2. For bus Journeys, you must always touch “in” on the ticket machine validator at the start of your Journey.

3.3. If you are interchanging from a rail Journey to a bus Journey, allow two minutes between your touch “out” at the train station and your touch “in” on the bus validator to ensure the tap records correctly.

3.4. Valid Journeys: Your Journey must be completed within 4 hours and 36 minutes of the start of your Journey. If the time between touching in at the start and touching out at the end of your Journey exceeds this limit, then your Journey will be treated as Incomplete. Each Journey must be within the keyGo Network area to be considered a Valid Journey otherwise it will be considered as Incomplete.

3.5. When making a rail Journey, you are permitted to break your Journey. Each Journey will be calculated as part of our “capped day fare” offer, subject to there being no more than four hours thirty-six minutes (4hrs 36mins) elapsing between any “touch in” and a corresponding “touch out”. Each time you leave a station and touch out you will be deemed to have ended that particular Journey unless you re-enter the keyGo Network Area. When doing so, we will calculate a capped fare for your entire Journey (from your first touch “in” on a day to your last touch out on a day) as explained above subject to there being no more than four hours thirty-six minutes (4hrs 36mins) elapsing between any “touch in” and a corresponding “touch out”, subject to your compliance with these Conditions.

#### **keyGo and Flexi Season Tickets.**

3.6. It is not permitted to use keyGo and a Flexi Season Ticket(s) on the same Key Smartcard. If keyGo and a Flexi Season Ticket(s) are loaded on to the same key Smartcard then, due to technical limitations, it is not possible to ensure that the product which is deducted from your account for a Journey is the product you intended to use or is a capped day or weekly fare for that Journey.

3.7. If you want to use both keyGo and a Flexi Season Ticket(s), they must be held on separate Key Smartcards, for which you will need different email addresses.

## **4. Smartcard inspections while travelling**

4.1. When travelling, you may be asked to show your Smartcard for inspection. The Smartcard will be checked for any valid tickets, travelling within the keyGo Network Area and that the Smartcard has been validated (“touched in”) at the start of the Journey.

4.2. If there are no valid tickets, you are travelling outside the keyGo Network Area or the Smartcard has not been validated, you are liable to pay a Penalty Fare for travelling without a valid ticket.

## **5. Paying for your keyGo journeys**

5.1. At the end of the Rail Day, all your Valid Journeys will be assessed to calculate the “capped day fare(s)”. The relevant Fare(s) for Journeys made will then be charged to the registered payment card the day after travel.

5.2. You are liable to pay the relevant Fares for all Journeys taken using the Key Smartcard registered to your Account and if you use keyGo then you agree to repay, when requested by us, the total amount of Fares payable for Journeys made using the Smartcard registered to your Account either via any credit balance associated with your Account or via your debit or credit card using the CPA.

5.3. If you hold a positive balance on your online keyGo account, we will first use this balance to pay the relevant Fare(s) before we take payment from your nominated payment card for the remaining balance. When taking payment, we will request payment to return your online keyGo account back to zero.

5.4. You must ensure there are sufficient funds available in your nominated payment card account to cover keyGo charges payable to us. Failure to do so may result in your keyGo account being closed.

5.5. If we are unable to take payment from your nominated payment card, and you continue to make Journeys using keyGo, you are still liable to pay any Fares accrued and we may take formal action to recover the debts owed.

## 6. keyGo Network Area

6.1. **When travelling by train:** keyGo may only be used on Journeys which begin and end and are via a route which is exclusively within the area set in the links below and all such Journeys must be on services operated only by the Relevant Train Operators.

Click links to see map of keyGo Network Area:

- i. [www.greatnorthernrail.com/keygo](http://www.greatnorthernrail.com/keygo)
- ii. [www.southernrailway.com/keygo](http://www.southernrailway.com/keygo)
- iii. [www.thameslinkrailway.com/keyGo](http://www.thameslinkrailway.com/keyGo)

Within this area, you are only permitted to travel on services:

6.1.1. operated by Govia Thameslink Railway Limited (trading as Gatwick Express, Great Northern, Southern and Thameslink); and

6.1.2. operated by Great Western Railway between Redhill and Dorking Deepdene.

6.1.3. Operated by First MTR South Western Trains Limited (trading as South Western Railway) between Dorking and Epsom.

6.2. **When travelling by bus:** keyGo may only be used on Journeys which begin and end and are via a route which is exclusively within the following keyGo bus zones in which the Relevant Bus Operators operate:

- Brighton, Hove, Falmer, Shoreham & Southwick ([view map](#))
- Burgess Hill ([view map](#))
- Crawley, Gatwick Airport, Horley, Ifield & Three Bridges ([view map](#))
- Dorking ([view map](#))
- Eastbourne & Polegate ([view map](#))
- Haywards Heath ([view map](#))
- Horsham & Littlehaven ([view map](#))
- Lewes ([view map](#))
- Redhill & Reigate ([view map](#))

6.3. Travelling on other train or bus services not specified above will be treated as travelling outside the keyGo Network Area.

## 7. Fares

7.1. **When travelling by train** keyGo is available with a “capped day fare” offer when you use your Key Smartcard in accordance with these Conditions. Based on the combination of “touch ins” and “touch outs” that you make, and the time that you travel in a Rail Day with keyGo, keyGo will calculate the lowest point to point fare or daily travelcard fare applicable for your Journey(s)<sup>1</sup>. The capped day fare will not apply however where four hours thirty-six minutes (4hrs 36mins) or more elapses between a “touch in” and a corresponding “touch out”. For more information on “capped day fares” and an example, see Annex 1.

7.2. **In addition, when travelling by train**, keyGo is available with a “capped weekly fare” offer when you use your Key Smartcard in accordance with these Conditions. We will continually review your travel in each Rail Week (meaning the period starting at 04:30 on a Monday and ending on 04:29 on the following Monday) to identify where a weekly point to point season ticket can be charged in place of daily tickets, in order to provide you with the capped weekly fare for that travel period. For more information on “capped weekly fares” please see Annex 1.

7.3. It is not possible to withdraw from daily or weekly capping, its application is automatic when you travel using keyGo.

7.4. **RESTRICTIONS ON CAPPED WEEKLY FARE.** Please note the capped weekly fare offer (weekly capping) will not apply where:

7.4.1. You hold a pre-loaded travelcard at any point in the Rail Week on your Key Smartcard and you repeatedly travel to/from within your Travelcard’s zone of validity to/from a destination outside of that zone but within the keyGo network area in a Rail Week. In these circumstances no weekly fare capping will apply and you will be charged: (i) for journeys that start within your Travelcard’s zone of validity: a capped day fare from the last station within the zone of validity of your Travelcard to your destination; or (ii) for journeys that start outside of your Travelcard’s zone of validity: a capped day fare from your origin station to the last station within the zone of validity

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<sup>1</sup> Excludes promotional fares and other discounted tickets, unless expressly stated to the contrary.

of your Travelcard.

7.4.2. You hold a preloaded point to point season ticket at any point in the Rail Week on your Key Smartcard, and you repeatedly travel beyond the validity of that ticket within a Rail Week. In these circumstances you will be charged the capped day fare from the final station within your season ticket's validity to your destination within the keyGo network area, and no weekly fare capping will apply.

7.4.3. Weekly capping is currently not available at stations on interoperable routes including and between Dorking and Epsom.

7.5. Fares for Adults and Children (5-15 years old) are available. If you are under 16, you will be charged a Child fare if you hold a valid Child Key Smartcard. Once a child reaches their 16<sup>th</sup> birthday, they will be charged adult keyGo fares, regardless of whether they still hold and/or are using a child Smartcard at the time.

7.6. First class fares are NOT available on keyGo.

7.7. Railcard discounts are available on keyGo where the relevant Railcards allow for discounts on the ticket(s) being purchased through keyGo and are included in the "capped day fare", "capped weekly fare",<sup>2</sup> and "flat fare"<sup>3</sup> offers. This section 7.8 sets out how discounts may be applied to your Fare.

7.7.1. Permitted Railcards include:

- [16-17 Saver](#)
- [16-25 Railcard](#)
- [26-30 Railcard](#)
- [Annual Goldcard](#)
- [Disabled Persons Railcard](#)
- [HM Forces Railcard](#)
- [Network Railcard](#)
- [Senior Railcard](#)
- [Veterans Railcard](#)
- [Job Centre Plus Travel Discount Card](#) (Issued direct to eligible candidates by advisors at Job Centre Plus offices in England, Wales and Scotland)

For full details of validity please check the relevant Railcards Terms & Conditions

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<sup>2</sup> Weekly capping is only available in conjunction with the 16-17 Saver and the Job Centre Plus Travel Discount Card because these are the only Railcards that create discounts for point-to-point season tickets.

<sup>3</sup> Flat fares apply to Journeys made by bus.

7.7.2. Where a Railcard is to be applied to a keyGo account it must be issued to the same person as holds that keyGo account.

7.7.3. A Railcard can only be used in conjunction with a single keyGo account.

7.7.4. A Railcard discount will be applied to the Fare of the holder of the keyGo account only.

7.7.5. To gain the benefit of a Railcard discount the Railcard must be registered to your keyGo account. This is done by submitting details of the Railcard through your online account (“**Railcard Registration**”). The application will be reviewed and verified by a member of our team who may approve or decline the Railcard’s validity. You will need to repeat the Railcard Registration process each time your Railcard expires, and you renew it.

7.7.6. When reviewing Railcards, we will be verifying that the Key Smartcard holder and the Railcard holder are the same person. keyGo account holders may only benefit from discounts which are given by Railcards that are in their name.

7.7.7. If more than one Railcard is added to a keyGo account, the Railcard that provides the best discount for the relevant Journey will be applied.

7.7.8. From the date the Railcard has been approved, the Railcard discount will apply to all keyGo Journeys until the Railcard’s expiry date or until the Railcard has been removed from the Key Smartcard online account.

7.7.9. Once a Railcard has been approved, you must carry it with you when you travel on a Journey where the Railcard discount has been applied, and you must show the Railcard to a member of staff when requested to do so.

7.7.10. When the Railcard expires, all subsequent keyGo Journeys will be charged the Adult Standard rate Fare, unless it has been replaced by a new Railcard which has gone through the Railcard Registration process described in 7.4.5.

7.8. For Journeys in the keyGo Network Area, you will be charged the National Rail Fare or the equivalent Oyster fare, whichever is the cheapest fare for the Journey made.

7.9. Capped daily fare and capped weekly fare offers only apply to travel which is wholly within the keyGo Network Area

7.10. **When travelling by bus** the “capped day fare” is defined as:

7.10.1. If only one bus Journey is taken a day, then that single bus Journey will be charged at the relevant Bus Operator’s single fare rate.

7.10.2. If multiple bus Journeys are taken within the same keyGo bus zones in

a day the fare will be capped at a daily flat fare for that bus zone.

7.10.3. If multiple bus Journeys are taken within multiple keyGo bus zones in a day the fare will be capped at a global flat fare for all relevant bus zones.

7.10.4. Bus Journeys accompanied by rail Journeys will be capped at the PlusBus zone fare rate.

7.11. Child fares will be charged (for children aged 5-15 years old) where a Child Key Smartcard is used. Once a child reaches their 16<sup>th</sup> birthday, they will be charged adult keyGo fares, regardless if they still hold and/or are using a child Smartcard at the time.

## **8. Tickets on the Key Smartcard in addition to keyGo**

8.1. It is possible to hold a ticket on your Key Smartcard in addition to keyGo. Where possible, Journeys made within the validity of the pre-purchased ticket will be attributed to this ticket before attempting to take payment through keyGo. The treatment of each ticket type is described below:

### **8.1.1 Season Tickets and Day Tickets**

Where a Journey is made that is covered by the ticket, no charge will be made under keyGo. If you travel outside of the validity of the ticket, then the extended part of your journey will be charged to your keyGo account.

8.2. If you do not touch in and out on your Journeys, you may be charged an Incomplete Journey Charge as we do not know if you have travelled within the validity of your pre-purchased ticket.

## **9. Querying Journeys charged by keyGo**

9.1. If you believe you have been charged the wrong Fare for the Journeys you have made on a particular day, please contact Customer Services. You have until the Wednesday following the date of travel to query the Fare. After this time, it will not be possible to amend the Fare.

## **10. Updating your Payment Card details**

10.1. It is your responsibility to ensure that your nominated payment card details are kept up to date. You may update the payment card associated to your keyGo account at any time through your account.

10.2. When you update your payment card details, we will validate your payment card by ring fencing £0.01p on your account. This money will be released to you after 3-5 working days.

10.3. We will warn you by email if the card details, we hold for keyGo are due to expire.

10.4. If your card expires and you travel with keyGo, we will contact you to receive

payment for the Journeys made and block your Smartcard from making further keyGo Journeys.

## 11. Failed payment requests

11.1. If we are unsuccessful in collecting full payment from your nominated payment card, we will:

11.1.1. notify you via email and ask for your details to be updated in order to deduct the due payment; and/or

11.2.1. we may try to debit your payment card at a later stage and on more than one occasion for all or any part of the amount due: and/or

11.3.1. cancel your keyGo account after three consecutive days of failed payment requests and may take legal action to recover any amounts due and owing

11.2. You can prevent us taking the above steps by keeping your payment details up to date through your Account. If you are notified that payment has failed, update your payment card details in Account within three days.

11.3. We will not be liable for any charges that you incur from your card issuer as a result of us making such requests unless those requests are not permitted under these Conditions.

## 12. Incomplete Journeys and Incomplete Journey Charge

12.1. An Incomplete Journey Charge will be charged when:

12.1.1. You attempt to travel by rail with keyGo outside the keyGo Network Area and/or

12.1.2. You do not, when travelling by rail or bus, tap in to validate the start of your Journey; and/or

12.1.3. You do not, when travelling by rail, tap out to validate the end of your Journey.

12.1.4. You do not hold any valid tickets on your Key Smartcard to which your Incomplete Journeys can be attributed to.

12.1.1. to 12.1.4. inclusive are each an **“Incomplete Journey”**

12.2. The current Incomplete Journey Charge (as of 11<sup>th</sup> March 2023) is £50 but this is subject to change in line with changes to rail Fares from time to time. We will endeavor to provide reasonable notice of any changes, see Condition 17 Variations for more information.

12.3. If you make a Journey using keyGo that is not permitted in accordance with these Conditions, then you will be charged an Incomplete Journey Charge or Penalty Fare for each such Journey.

12.4. Where you have an Incomplete Journey, keyGo will try to auto-complete your Journey based on your previous Journey history and any valid tickets you hold on your Key Smartcard.

12.5. You will be notified by email two days after the Incomplete Journey event occurred and you will have until the 23:59 on the Wednesday following the date of travel to amend your journey. After this time, your journey can no longer be amended, and any Incomplete Journey Charge applied to your account will stand.

12.6. You should log into your Account and complete any Incomplete Journeys as soon as possible. You can do this up to three times in a 28-day period after which you will need to contact Customer Services. You will be asked to provide a reason why you were not able to touch in or touch out on your journey.

12.7. If there is a delay in tap data being received by our system which can lead to “capped day fares” being incorrectly calculated or Incomplete Journey notifications sent, we will automatically amend your keyGo charges as appropriate once the information has been received, Alternatively, you may amend your Journey through your Account.

### **13. Delay Repay**

13.1. Rail Journeys made using keyGo are entitled to the benefit of “Delay Repay” where you will be compensated for certain delays. The full rules of the Delay Repay scheme are set out on the relevant pages of our websites.

13.2. To claim compensation, please visit:

- [www.gatwickexpress.com/delayrepay](http://www.gatwickexpress.com/delayrepay)
- [www.greatnorthernrail.com/delayrepay](http://www.greatnorthernrail.com/delayrepay)
- [www.southernrailway.com/delayrepay](http://www.southernrailway.com/delayrepay)
- [www.thameslinkrailway.com/delayrepay](http://www.thameslinkrailway.com/delayrepay)

### **14. Refunds on keyGo**

14.1. If you are due to be refunded as a result of updating your Journey details, or a ticket or balance has been amended by us due to you providing us with new information about your Journey, and the change results in a lower Fare being charged, we will amend your online account balance to reflect this.

14.2. The positive balance will remain on your keyGo account for you to use as payment towards future keyGo Journeys.

14.3. You may request to have the positive balance refunded back to your payment card through your online account.

14.4. If we are unable to refund money back to the payment card associated with your account, we will offer you alternative options, for instance e-voucher or BACS Transfer. E-Vouchers will be applicable only to the keyGo users online account for use against ticket purchases through the website.

## **15. Closing your keyGo account**

15.1. You may close your keyGo account by selecting “Cancel my account” through your Account.

15.2. It may take up to six days until we fully close your keyGo account. During this time, we will block keyGo on your Smartcard to prevent you travelling with this ticket and incurring further charges. We will also finalise any tap data received for Journeys you have made and charge the appropriate Fare from your nominated payment card to return your balance to zero. If you hold other tickets on your Smartcard, their use will be unaffected.

If you have a valid Railcard(s) associated to your keyGo account, the details will be deleted and removed from your online account.

15.3. If you hold a positive balance on your keyGo account after all Journeys and Fares have been finalised, we will refund the money back to your payment card where possible. Please see Condition 14. Refunds on keyGo for more information on when we are unable to refund back to your payment card.

15.4. If we are unable to take final payment from your nominated bank card, we will contact you to update your payment details so that final payment can be made. Your keyGo account will not fully close until your balance is returned to zero.

15.5. Once your account is fully closed, you will be able to re-register for keyGo.

15.6. If you cancel your CPA directly with your bank instead of through your Account, you may incur debt to us for Journeys made using keyGo for which we cannot take payment. We will seek legal action to recover any amounts due and owing.

## **16. Miscellaneous**

16.1. We aim to provide you with the keyGo service at all times. However, due to the nature of technology and our reliance on matters outside of our control such as the internet and third-party service and information providers, it is impossible to provide a continuous and fault-free service and we shall not be liable to you for any failure by us to provide the keyGo service which is outside our reasonable control.

16.2. The registered holder of the Key Smartcard is liable to pay us the Fare for all Journeys. In the event of your Key Smartcard being used by someone other than yourself, we will not be held liable for any Journeys made without your consent. The responsibility for use of the Key Smartcard and keyGo remains that of the registered Key Smartcard holder.

16.3. You agree not to use keyGo for any purpose that is abusive, illegal, fraudulent, a nuisance or for criminal activities. We reserve the right to suspend or

terminate the use of your key smartcard if we have reasonable belief that it is being used for or in connection with any such activities.

16.4. keyGo is for use only by the registered user of the relevant Key Smartcard and may not be used for reward or hire.

16.5. We may suspend (in other words bar), restrict or cancel keyGo in the following circumstances:

16.5.1. If we believe your key smartcard or keyGo is being used in a way that is not permitted under these Conditions.

16.5.2. If we believe that the right to use any number or password used in relation to your Account is or has been gained by a third party or in an unauthorised, illegal, improper or fraudulent way.

16.5.3. If we no longer hold valid payment card details associated to your account and/or are unable to take payment;

16.5.4. If you register for keyGo through your Account but do not make your first Journey within six months;

16.5.5. If we believe that you have paid us or are trying to pay us using a stolen or otherwise barred or false debit or credit card or if the debit or credit card transaction is at some time charged back to us;

16.5.6. If you tell us that your Key Smartcard has been lost or stolen

16.5.7. If you tamper with your Key Smartcard in any way which damages or affects the operation or security of the Network, the key smartcard or keyGo;

16.5.8. If we are permanently unable to provide the keyGo service to you or choose to withdraw them;

16.5.9. If the emergency services or any regulatory authority tell us to cease to provide the keyGo service, or a law or regulation is passed which means we need to do so;

16.5.10. If you cease to have a valid email address associated with your Account; and/or

16.5.11. If you incur five (5) or more Incomplete Journeys in a rolling 30-day period, we may suspend your keyGo account and you may have to re-register.

16.6. **The Key Smartcard registered to your Account.** Any keyGo balance or any other tickets on your smartcard, and your smartcard itself, are non-transferable and may only be used by the person to whom the Account is registered. The Key Smartcard is and remains the property of Govia Thameslink Railway Limited at all times.

16.7. If you have reported your Smartcard has been lost or stolen when requesting a replacement Smartcard, the card reported will be blocked, and any tickets held will be transferred to your new Smartcard. If you are aware of any charges for keyGo Journeys made against your reported lost or stolen Smartcard, you must notify us immediately through Customer Services. We will refund you for the Journeys made from when you reported the loss or theft.

## 17. Variations

17.1. We may make changes to the keyGo services at any time, and we can make changes to or introduce new terms to these Conditions of Use at any time. If possible, we will give reasonable notice of these changes. The changes will apply when we publish details of them in a way, which we consider is reasonable, for example by displaying messages on our website, your online account or contacting you directly at your registered email address.

17.2. Fares may be withdrawn, changed or new Fares may be introduced at any time without notice. These are the responsibility of the Relevant Train Company. We will use all reasonable efforts to calculate the capped day fare and reserve the right to add or remove products from the offer at any time. The flat fare for Relevant Bus Companies may be withdrawn or changed at any time without notice.

17.3. By continuing to use keyGo, you agree to any changes we may make. If you are not happy with any of these changes, you should close your account and we will refund the relevant balance to you.

## 18. Legal responsibility and exclusions

18.1. We will be legally responsible to you if our negligence causes death or personal injury. We will not be legally responsible to you for any, whether direct or indirect:

18.1.1. loss of income or profit;

18.1.2. loss of use of the keyGo service;

18.1.3. lost business or missed opportunities; or

18.1.4. any loss or damage that is not directly caused by us or which we did not reasonably expect at the time you entered into this agreement.

18.2. Our maximum liability to you under these Conditions will be the balance on the Key Smartcard keyGo account on the date our dispute with you is settled. If you fail to comply with clauses 3.6 and/or 3.7 then we shall not be liable for any loss which you suffer, to the fullest extent permissible at law.

18.3. Personal Information: We and our group companies may use your information as set out in our [Privacy Policy](#).

18.4. These Conditions of use are governed by English law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

18.5. We will contact you in relation to your keyGo account. Reasons for contact may include but are not limited to the following circumstances:

18.5.1 Registration

18.5.2. If you have failed to make a Journey within 30 days of registering for keyGo card

18.5.3. Cancellation of your keyGo account

18.5.4. keyGo account closure

18.5.5. Incomplete Journeys (where you have not touched in or out)

18.5.6. Incomplete charges (where you have not touched in or out and we have charged an Incomplete Journey Charge)

18.5.7. Successful payment

18.5.8. Payment failure

18.5.9. Expiry of your payment card

18.5.10. Updating your payment card

18.5.11. Delay Repay (including Automatic Delay Repay)

18.5.12. Notification of changes to the keyGo service.

## 19. Useful Contacts

### **Southern Customer Services**

[Contact us | Southern Railway](#)

Telephone: 0345 127 2920

### **Gatwick Express Customer Services**

[Contact us | Gatwick Express](#)

Telephone: 0345 850 1530

### **Great Northern Customer Services**

[Contact us | Great Northern Railway](#)

Telephone: 0345 026 4700

### **Thameslink Customer Services**

[Contact us | Thameslink \(thameslinkrailway.com\)](#)

Telephone: 0345 026 4700

Cost to call 0345 numbers are the same price as calling a 01 or 02 landline even from mobiles

Post:

Govia Thameslink Railway  
PO BOX 8644  
Derby  
DE1 9RQ

## 20. Definitions

Term	Meaning
Fare	means a rail fare valid for travel on any train service on routes permitted within the National Routeing Guide <a href="http://data.atoc.org/routeing-guide">http://data.atoc.org/routeing-guide</a> and/or, where travelling by bus, the relevant fare of the Relevant Bus Operator(s).
Flexi Season Tickets	Means a product type that may be loaded on to a Key Smartcard, the full terms and conditions of which are set out <a href="#">here</a>
Journey(s)	means travel from point to point with Relevant Train Operators and or Relevant Bus Operators in accordance with these Conditions using keyGo exclusively within the Network Area
keyGo	is a “pay as you go” fare payment scheme using the key operated via the electronic smartcard scheme operated by Govia Thameslink Railway Limited.
Incomplete Journey	Shall have the meaning given to it in 12.1;
Incomplete Journey Charge	means a charge levied where there is an Incomplete Journey as set out in Condition 12.2
National Rail	in the context of these Conditions refers to any facility or service jointly or individually supplied by or via the Train Companies.
Network Area	the keyGo area network described in Condition 6 of these Conditions and/or the PlusBus areas of the Relevant Bus Operators as shown on <a href="http://the.plusbus.org">the plusbus.org website</a> .
Penalty Fare	means a penalty fare charged in accordance with a scheme made under the Penalty Fares Rules 2002 (as amended from time to time). The amount of a Penalty Fare will be as shown in The Railways (Penalty Fares) Regulations 2018 (as amended from time to time).
Railcard	is a card, which allows ticket(s) to be bought at a discounted Fare.
Rail Day	defined as a 24-hour period between 04:30-04:29
Relevant Bus Operators	are the Bus Companies named in Condition 1.5.
Relevant Train Operators	are those Train Companies named in Condition 1.5.
“Key Smartcard”, “the key”	means a card belonging to the electronic smartcard scheme operated by Govia Thameslink Railway Limited in which a number of Train Companies participate.

Train Company	means a company operating passenger railway service which is required to apply the NRCoT to its tickets under a condition of the Passenger License granted to it by the Office of Rail Regulation. A list of these companies can be found in Appendix C of the NRCoT. "Train Companies" means all or more than one of these Companies
We, our or us	Govia Thameslink Railway Limited
You or your	the person registered as the key smartcard user

## Annex 1 – Capped Day Fare and Capped Weekly Fare explained

### A) “Capped Day Fare”

Subject to the exceptions set out in section 7 above, the capped day fare offer is based in comparison to tickets that can be bought for your Journey(s) on the day of travel. We will charge you the cheapest fare based upon the taps you have made on your Journey(s) and the Journey(s) length to best guess the route you took and keyGo will calculate the lowest point to point fare or daily travelcard fare applicable for your Journey(s).

Where Journeys occur within the London zones 1-6, Journeys will be Price Matched with the equivalent [Oyster zone day fare](#) or, for Journeys that begin or end outside the London area, Travelcard price.

When a Journey is made within the keyGo area, your bus and rail Journeys will be reviewed, and the capped fare calculated on your behalf.

For example, if travelling between Hove and Southwick and touched out at Fishersgate, touched back in at Fishersgate and continued your Journey to Southwick, you would be charged for a single between Hove and Southwick. If a bus tap was also registered, then the bus fare would be added to the single rail fare.

### B) “Capped Weekly Fare “

Subject to the exceptions set out in section 7 above, the capped weekly fare offer works by continually reviewing your travel in each Rail Week based upon the taps you have made on your Journey(s) and the Journey(s) length to best guess the route you took. Where a weekly point to point season ticket is less expensive than the equivalent Peak, Off-Peak Day and Super Off-Peak Day single and Day return routed ‘Any Permitted’, ‘Southern only’, ‘Thameslink only’ point to point day fares for Journeys made in the relevant Rail Week , then you will be charged that cheaper price.