



YOUR USE OF THE RFID CARD IS DEEMED ACCEPTANCE OF THESE RFID CARD TERMS AND CONDITIONS OF USE, THE TRANSIT TARIFF, AND THE PRIVACY POLICY. ANY INCONSISTENCIES BETWEEN THESE RFID CARD TERMS AND CONDITIONS OF USE AND THE TRANSIT TARIFF SHALL BE RESOLVED IN FAVOUR OF THE TRANSIT TARIFF.

A. DEFINITIONS

Access Transit Customer Care means customer service that can be reached by calling 604.953.3698, by emailing opengates@translink.ca, or by mail at Coast Mountain Bus Company, Access Transit Department (C640), 700 – 287 Nelson’s Court, New Westminster, BC V3L 0E7.

Conventional SkyTrain and SeaBus has the meaning assigned to this term in the Transit Tariff.

Fare Gate has the meaning assigned to this term in the Transit Tariff.

Fare Paid Zone has the meaning assigned to this term in the Transit Tariff.

Privacy Policy means the policy, as updated by TransLink from time to time, governing the collection, use and disclosure of personal information, and which can be found at www.translink.ca/privacypolicy.

RFID Card means a long-term use, reusable radio frequency identification fare card for opening Fare Gates for transit use on Conventional SkyTrain and SeaBus, in accordance with these RFID Card Terms and Conditions of Use and the Transit Tariff.

RFID Cardholder means a Resident of the Transportation Service Region who:

- is a person who travels independently and due to a disability, confirmed by a medical practitioner, is physically not able to tap fare media, without assistance, at a Fare Gate; and
- has completed TransLink’s registration process and has been issued a RFID Card.

RFID Card Reader means a Fare Gate equipped with technology to read a RFID Card. The list of locations of Fare Gates equipped with RFID Card Readers can be accessed by visiting www.translink.ca/opengates.

SCBCTA Act means the South Coast British Columbia Transportation Authority Act (British Columbia).

Service Providers means TransLink, including a subsidiary of TransLink, or a company operating the Services on behalf of TransLink.

Services mean Conventional SkyTrain and SeaBus services provided by or on behalf of TransLink in the Transportation Service Region.

Transit Employee has the meaning assigned to this term in the Transit Tariff.

Transit Tariff means the TransLink Transit Tariff, as updated by TransLink from time to time, found at www.translink.ca/bylaws. The Transit Tariff sets out the fares for the Services provided by the Service Providers.

TransLink means South Coast British Columbia Transportation Authority.

Transportation Service Region has the meaning assigned to this term in the Transit Tariff.

Universal Fare Gate Access Program means the program under which persons meeting the RFID Cardholder criteria may be issued an RFID Card for travel on Conventional SkyTrain and SeaBus.

Zones means the dedicated fare zones as defined under the Transit Tariff.

B. RFID CARDS

HOW TO OBTAIN A RFID CARD

A RFID Card will be issued to an individual who has completed and submitted the Universal Fare Gate Access Program application form for a RFID Card, returned to TransLink the signed application form as set out in the Universal Fare Gate Access Card Program application, and has been assessed by TransLink as meeting the eligibility requirements for a RFID Cardholder as defined in the Transit Tariff and these RFID Card Terms and Conditions of Use.

An application form for a RFID Card may be obtained from Access Transit Customer Care:

- by phone;
- by email; or
- by mail.

This RFID Card is a card issued to the RFID Cardholder as part of the Universal Fare Gate Access Program. This RFID Card may be cancelled, revoked and/or replaced in connection with any change in the Universal Fare Gate Access Program and the then applicable RFID Card Terms and Conditions. TransLink reserves the right, in its sole discretion, to terminate, modify, amend or suspend the Universal Fare Gate Access Program and/or the RFID Card and its Terms and Conditions of Use at any time.

TRANSFERABILITY OF RFID CARDS

RFID Cards are non-transferable and may only be used by the RFID Cardholder issued such card by TransLink. Use of the RFID Card by any person other than to whom it was issued is fraudulent use of the RFID Card as “Proof of Payment” for purposes of the Transit Tariff.

FARE PAYMENT USING RFID CARDS

RFID CARD AS PROOF OF PAYMENT

The RFID Card, together with personal identification demonstrating evidence of eligibility or entitlement as the RFID Cardholder, shall be “Proof of Payment” for purposes of the Transit Tariff and valid for unlimited travel through all Zones on Conventional SkyTrain and SeaBus. Use of the RFID Card shall be subject to the terms and conditions of the Transit Tariff. **The RFID Card is not valid for travel on Conventional Bus, HandyDART or WCE Service.**

The requirements for evidence of eligibility or entitlement, and consequences for failure to comply with these RFID Card Terms and Conditions of Use, are set out in the “Failure to Comply With These RFID Card Terms and Conditions Of Use” section of these RFID Card Terms and Conditions of Use.

If an RFID Cardholder travelling on Conventional SkyTrain or SeaBus loses the RFID Card prior to exiting a Fare Paid Zone, the passenger must immediately purchase an alternative form of new Proof of Payment at the full Adult Fare as set out in the Transit Tariff and retain such Proof of Payment for the duration of the RFID Cardholder’s journey while in the Fare Paid Zone.

FARE PRODUCTS ON A RFID CARD

The RFID Card is valid for unlimited travel through all Zones on Conventional SkyTrain and SeaBus for purposes of the Transit Tariff. Additional fare products available in accordance with the Transit Tariff cannot be added to a RFID Card.

For travel on Conventional Bus, HandyDART or for WCE Service, alternative fare media as required under the Transit Tariff must be purchased separately by the RFID Cardholder.

TRANSFERS

A RFID Cardholder will be permitted to transfer between SkyTrain and SeaBus in accordance with the provisions set out in the Transit Tariff and these RFID Card Terms and Conditions of Use, but is not valid for travel on Conventional Bus, HandyDART or WCE Service.

RFID CARD READERS

The RFID Card will open Fare Gates equipped with RFID Card Readers without the need to “tap” the RFID Card at such Fare Gates. RFID Cardholders are responsible for verifying the location of Fare Gates with RFID Card Readers in advance of travel by visiting www.translink.ca/opengates.

LOST, STOLEN, DAMAGED OR DEFECTIVE RFID CARDS – BLOCKING AND REPLACING RFID CARDS

The RFID Cardholder must take all reasonable care to prevent his/her RFID Card from being defaced, altered, damaged, lost or stolen.

A RFID Cardholder must report a lost, stolen, damaged or defective RFID Card to Access Transit Customer Care, in which case it will be blocked from further use, and a new RFID Card will be sent to the RFID Cardholder. The RFID Cardholder will be required to return the damaged or defective RFID Card in person or by mail to Access Transit Customer Care in order to receive a replacement RFID Card.

The RFID Cardholder bears the risk of loss if his/her RFID Card is lost, stolen or damaged. TransLink is not responsible for the loss or theft of, or damage to, a RFID Card or for cost or provision of alternative fare media required to be purchased by the RFID Cardholder for travel in accordance with the Transit Tariff until such time as a replacement can be provided.

REFUNDS

The RFID Card and any equivalent fare issued or provided under these RFID Card Terms and Conditions of Use is non-refundable.

CARD EXPIRATION OR REPLACEMENT

The RFID Cardholder’s RFID Card will not expire. For technological reasons, TransLink may recommend or require that the RFID Cardholder replace his/her RFID Card. If so, the RFID Cardholder will be responsible for surrendering his/her RFID Card to TransLink and obtaining his/her replacement RFID Card.

TERMINATION

RFID Cardholders who are no longer eligible for a RFID Card must surrender their RFID Card to TransLink.

C. GENERAL

PRIVACY

The RFID Cardholder must take all reasonable steps to care for his/her RFID Card.

TransLink will collect the time, date, and location of the RFID Card’s use in order to provide the RFID Cardholder with the Services and manage the Universal Fare Gate Access Program. TransLink may use other Service Providers in connection with the Universal Fare Gate Access Program. To do this, TransLink would only share the RFID Cardholder’s personal information with Service Providers whose services are related to delivery and operation of the Universal Fare Gate Access Program, and who meet TransLink’s strict privacy and security requirements.

The RFID Cardholder agrees that any information provided by the RFID Cardholder and any data TransLink receives as a result of the RFID Cardholder’s use of his/her RFID Card may be collected, aggregated, analyzed, used and disclosed in compliance with the Privacy Policy and the Freedom of Information and Protection of Privacy Act (British Columbia).

The Privacy Policy can be accessed by visiting www.translink.ca/privacypolicy. Questions about the collection, use and disclosure of personal information can be directed to TransLink’s Privacy Officer at 778.375.7500 or to privacy@translink.ca.

AMENDMENTS TO THESE RFID CARD TERMS AND CONDITIONS OF USE

TransLink reserves the right to amend these RFID Card Terms and Conditions of Use at any time by posting the amended RFID Card Terms and Conditions of Use on the TransLink website at www.translink.ca/opengates. The RFID Cardholder will be deemed to have received notice of the amendments to these RFID Card Terms and Conditions of Use seven days after the amended RFID Card Terms and Conditions of Use are posted on the TransLink website. The use by a RFID Cardholder of his/her RFID Card after that date will be deemed acceptance of the amended RFID Card Terms and Conditions of Use.

It is the RFID Cardholder’s responsibility to be aware of the terms and conditions contained in the Transit Tariff, the Privacy Policy, and any other tariff, bylaw, policy or regulation referenced in these RFID Card Terms and Conditions of Use.

FAILURE TO COMPLY WITH THESE RFID CARD TERMS AND CONDITIONS OF USE

The RFID Card and evidence of eligibility or entitlement to the RFID Card must remain in the possession of the RFID Cardholder at all times while using the Services and must be produced for inspection on request of any Transit Employee. The evidence of eligibility or entitlement to the RFID Card must be satisfactory to any Transit Employee who requests such evidence and must be picture identification issued by any national, provincial or state government agency showing age or date of birth and/or as otherwise required under the Transit Tariff.

The Service Providers (including without limitation the Transit Employees) will have the right, in addition to any other rights and remedies available to TransLink, to confiscate any RFID Card if it is determined that the individual using the RFID Card is ineligible for the RFID Card or if it is determined that the RFID Card is unauthorized, fraudulent or otherwise being used in an improper or unlawful manner.





The Service Providers (including without limitation the Transit Employees) reserve the right to not accept any RFID Card or otherwise limit use of any RFID Card if it reasonably believes that the use is unauthorized, fraudulent or otherwise improper or unlawful.

Failure by a RFID Cardholder to comply with any portion of these RFID Card Terms and Conditions of Use and/or the Transit Tariff may result in the blocking and/or confiscation of his/her RFID Card, fines being levied and/or other consequences imposed pursuant to the SCBCTA Act.

If a Transit Employee is of the opinion that the RFID Card is being used fraudulently or improperly by any passenger, in addition to any other rights and remedies available to TransLink, the passenger must immediately surrender RFID Card to the Transit Employee upon request and pay an Adult Fare as set out in the Transit Tariff prior to continuing his or her journey. The passenger will not be entitled to any refund of payment or other compensation with respect to the specific transit trip during which the passenger was required to pay an Adult Fare as set out in these RFID Card Terms and Conditions of Use and the Transit Tariff.

The RFID Cardholder must not deface, alter or duplicate a RFID Card or create a counterfeit RFID Card. The Service Providers will not honour defaced, altered, duplicated or counterfeit cards or otherwise unauthorized cards or fare products.

The Service Providers reserve the right to examine RFID Cards, confiscate any that are believed to be unauthorized, fraudulent or otherwise unlawful, and either deny Services to, or require an alternate form of valid payment from, a person without valid Proof of Payment or who is presenting unauthorized cards or fare products as payment for the Services.

DISCLAIMERS AND LIMITS OF LIABILITY

The Service Providers make no representations or warranties of any kind, express or implied, with respect to the use or operation of the RFID Card and will not be liable for any loss, damage, delay, expense and/or inconvenience resulting therefrom, whether direct or indirect. The Service Providers’ sole obligation is replacement of any defective RFID Card.

The Service Providers will have no liability for damages or any failure to perform due to circumstances or causes that are, directly or indirectly, beyond their control, including but not limited to situations involving system failures or system malfunctions; viruses or other harmful code; criminal acts; riots; acts of God; labour disputes and actions; accidents; shutdowns for purpose of emergencies or repairs; partial or entire failure of utilities or other event or cause, whether similar or dissimilar to the foregoing, beyond the control of the Service Providers.

OTHER

The RFID Card is the property of TransLink, the RFID Card issuer. Each RFID Card is uniquely identified by a serial number printed on the back of the RFID Card. The rights associated with the RFID Card and these RFID Card Terms and Conditions of Use will apply only to the RFID Cardholder.

TransLink may assign, transfer or dispose of all or part of its rights, obligations and interests in or under these RFID Card Terms and Conditions of Use at any time without further consent and without notice to the RFID Cardholder. The RFID Cardholder may not assign his/her obligations or benefits under these RFID Card Terms and Conditions of Use.

The headings contained in these RFID Card Terms and Conditions of Use are for reference only and will in no way affect interpretation of these RFID Card Terms and Conditions of Use.

Each of the provisions contained in these RFID Card Terms and Conditions of Use will be severable and distinct from one another and if any one or more provisions of these RFID Card Terms and Conditions of Use is now or is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected, prejudiced or compromised.

These RFID Card Terms and Conditions of Use will be governed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

Please direct any questions, comments or communications regarding these RFID Card Terms and Conditions of Use to:

Mail: Coast Mountain Bus Company
Access Transit Department (C640)
700 – 287 Nelson’s Court
New Westminster, BC V3L 0E7
Email: opengates@translink.ca
Telephone: 604.953.3698