

# Leap Card Terms and Conditions

We welcome your interest in Leap Card. We endeavour to provide Leap Card customers with an excellent service that meets or exceeds expectations. Our Terms and Conditions are set out below. Please take time to read and understand them to help ensure that you understand our commitments to you and benefit from the best customer experience possible.

## 1. Introduction

- 1.1 Leap Cards are issued subject to these Terms and Conditions which shall be binding on all Leap Card customers. These Terms and Conditions shall apply to the use of "Leap Card" functionality on whatever devices or media such functionality may be made available on. The **National Transport Authority** and its agents or successors (the "Authority") are responsible for the operation of the integrated ticketing scheme. The Authority may at any time amend any part of these Terms and Conditions. All revised Terms and Conditions will apply immediately. It is up to the Leap Card customer to regularly review the Terms and Conditions in case there are any changes. A copy of the latest version of these Terms and Conditions will be available on [www.leapcard.ie](http://www.leapcard.ie) or by calling the Customer Care Line.

**1.2 Leap Card Customer Care** is available either "**Online**" at [www.leapcard.ie](http://www.leapcard.ie), by calling **LoCall 1850 824 824 ("Customer Care Line")** or by emailing **customer.care@leapcard.ie**.

**1.3** The Leap Card is and remains the property of the Authority.

**1.4** The Authority reserves the right to prevent the use of, or to withdraw the Leap Card in accordance with section 16 below if it is improperly used or if it is used in a way that is not permitted by the Authority.

**1.5** For the purposes of these Terms and Conditions:

(a) "**Adult Leap Card**" means those Leap Cards that can be used by a person of any age. Student and Child Tickets cannot be used on this card. Certain adult Tickets such as monthly and annual Tax saver Tickets cannot be used on this card and must be used on a Personalised Leap Card. It is to be noted that Adult Leap Cards are subject to full adult fares irrespective of the age of the customer using the Leap Card.

(b) The "**Authority**" means the National Transport Authority.

(c) "**Auto Top-Up**" shall mean the facility whereby a Leap Card can be automatically reloaded with value for a pre-selected amount when the balance on a Leap Card goes below a certain threshold (as further described in section 3.4(d) below).

(d) "**Child Leap Card 16 to 18**" means those Leap Cards that can be used by persons who are aged from 16 to 18 years old inclusive. A Child Leap Card 16 to 18 automatically expires on the user's 19th birthday. A Child Leap Card 16 to 18 must be personalised in accordance with section 9 below.

(e) "**Child Leap Card 5-15**" means those Leap Cards that can be used by persons from 5 to 15 years old inclusive.

(f) "**Conditions of Carriage**" shall mean the byelaws, regulations and terms and conditions of

each Transport Operator.

(g) "**Deposit**" shall mean the deposit for obtaining a Leap Card as described in section 2.2 below.

(h) "**Electronic Value**" shall mean the aggregate value of all Tickets and Travel Credit on a Leap Card.

(i) "**hot-listed**" means those Leap Cards which are blocked to prevent re-use.

(j) "**Personalised Leap Card**" means a Leap Card that has been personalised with the Leap Card customer's name and photograph printed on the front in accordance with section 9 below.

(k) "**Registered Leap Card**" means a card that has been registered by the Leap Card customer in accordance with section 9 below. Leap Visitor Cards cannot be registered.

(l) "**Service Provider**" shall mean any party approved by the Authority which allows access to its services when a Leap Card is presented, including but not limited to any participating Transport Operator. These Service Providers can be identified by the Leap Card logo on display.

(m) "**Student Leap Card**" means those Personalised Leap Cards that can be used by persons who are in full time second or third level education.

(n) "**Ticket**" shall mean an indication of certain travel related rights held within the Leap Card which shall establish the usage type and period of transport service(s) available to a Leap Card customer by use of their card. Such Ticket constitutes a contract directly between the Leap Card customer and the relevant Transport Operator(s) and shall not represent a contract between the Authority and the Leap Card customer.

(o) "**Transport Operator**" means a public transport operator as defined in the Dublin Transport Authority Act 2008.

(p) "**Travel Credit**" shall mean the value of the travel rights (excluding Tickets and any Deposit) stored on each Leap Card loaded in accordance with these Terms and Conditions.

(q) "**Validator**" means the device by which a Leap Card customer can Touch-On before a journey and Touch-Off (on Luas and Irish Rail) after a journey.

(r) "**Leap Visitor Card**" means those Leap Cards whose validity is limited to a set period of time after first use of the card. These cards cannot be refunded, and can only be used for a set period of time.

(s) "**Leap Top-Up App**" is an android based mobile device application where Leap Card users may purchase travel credit/or certain tickets as well as check balances and collect purchases.

## 2. Conditions of Issue and Use

### 1. 2.1 Leap Cards can be obtained from:

(a) the website [www.leapcard.ie](http://www.leapcard.ie);

(b) at suitably equipped Irish Rail ticket machines; or

(c) at authorised retail outlets ("Leap Sales Agents") that can be identified by the Leap Card logo on display.

The Authority will not accept responsibility for Leap Cards obtained from unauthorised outlets. The Authority shall maintain a list of authorised outlets and any Leap Card walk-in centres via [www.leapcard.ie](http://www.leapcard.ie). If a Leap Card customer has any doubts about whether a seller is an authorised outlet or a Leap Card walk-in centre, they should consult the list on the website.

**2.2 Deposit.** The Authority reserves the right to charge a deposit to obtain a Leap Card and vary such deposit from time to time. The Leap Card Deposit will be collected as part of the monies received for the Leap Card purchase. The Deposit is refundable subject to the refund policy of the Authority as set out in section 7 below. The initial deposit amount which the Authority may charge for obtaining a Leap Card will be set out on the website [www.leapcard.ie](http://www.leapcard.ie).

**2.3** The Leap Card customer can use a valid Leap Card to travel as soon as they receive it.

**2.4** In order to be valid, a Leap Card must:

(a) have a valid Ticket on it for which the Leap Card customer is eligible in accordance with the Conditions of Carriage of the relevant Transport Operator and that is valid for the whole journey being made; or

(b) have a positive Travel Credit balance (at the time of "Touch-On") where the Leap Card does not contain a Ticket valid for that full journey;

(c) have been lawfully obtained;

(d) not have been intentionally damaged, defaced, altered or tampered with in any way.

**2.5** You must have a valid ticket to travel. This means that when using Travel Credit or a ticket pre-loaded onto the Leap Card, you must always successfully "Touch-On" prior to commencing any journey. Leap Card customers will receive visual and/or audible signal notification when they successfully Touch-On.

If you using a **Student Leap Card** as an ID to buy paper tickets at discounted student fares you must present your Student Leap Card at the time of purchase in order to avail of the student fare. When using your Student Leap Card as an ID in conjunction with a student paper ticket you do not need to "Touch-On" your Student Leap Card. If you "Touch-On" you will be charged. You must have your Student Leap Card available for inspection when travelling on a discounted student ticket.

Further information is available in the "How to use a Leap Card" and "FAQs" sections of [www.leapcard.ie](http://www.leapcard.ie).

If you are asked by an employee of a Transport Operator to show your ticket, show your Leap Card (or Student Leap Card if travelling using Leap Travel Credit or a Leap ticket). This can be checked to show that you have Touched-On correctly. If you do not have a valid ticket or you have not "Touched-On" you will be issued with a Standard Fare Notice by the Transport Operator subject to the Conditions of Carriage of that Transport Operator and may also be prosecuted for fare evasion.

Leap Card customers must also "Touch-Off" on Luas and Irish Rail services in accordance with the Conditions of Carriage of the relevant Transport Operator. Failure to Touch-Off in these circumstances when using Travel Credit will result in the maximum value of any journey which initiates from the Touch-On location having been charged to the Leap Card.

**2.6** The Leap Card customer shall provide the Authority with any reasonably required necessary information in relation to issue, use, cancellation and technical problems relating to their Leap Card and any other information reasonably required in relation to the functioning of their Leap Card.

**2.7** Leap Card customers shall not alter or tamper or allow anyone to alter or tamper with the Leap Card (including, but not limited to, the software and the data recorded on the Leap Card) in any way. The Authority reserves the right not to honour transactions, and/or refuse to refund any remaining Electronic Value or Deposit, if applicable, if a Leap Card has been altered or tampered with. The Authority reserves the right to recover reasonable costs, expenses, losses and damages suffered or incurred as a result of the Leap Card customer's altering or interfering, or allowing a third party to alter or interfere, with the data on a Leap Card.

**2.8** Registered and Personalised Leap Card customers shall immediately report any lost or stolen cards to Leap Card Customer Care. Lost or stolen Leap Cards will be handled in accordance with section 14 below.

### 3. Topping-Up your Leap Card

1. **3.1** Leap Cards, Travel Credit and Tickets can be purchased:

(a) Online at [www.leapcard.ie](http://www.leapcard.ie);

(b) at authorised sales agents that can be identified by the Leap Card logo on display (see a list Online at [www.leapcard.ie](http://www.leapcard.ie));

(c) at Luas and Irish Rail ticket machines;

(d) on board participating private bus operators services (see [www.leapcard.ie](http://www.leapcard.ie) for more information); or

(e) through the Auto Top-Up facility (further described in section 3.4 below).

(f) Via the Leap Top up App (available to Android devices (V4.4 and above, Travel Credit and certain Tickets)).

(g) Visitor Leap Cards cannot be topped-up with Travel Credit.

**3.2** In person purchases of Tickets or Travel Credit are configured on to the Leap Card immediately at the point of sale. When a Ticket or Travel Credit is purchased Online it must be configured on to the Leap Card before use. The Leap Card customer will nominate Online where the Leap Card will be taken for configuration (e.g. Customers can select authorised retail agents, DART/Commuter Rail, Luas, Leap Top Up App or Commercial Bus Operator Validators to apply their purchase). Note that Leap Card customers are not able to nominate the Validators on Dublin Bus or Bus Éireann for configuration. The Authority will endeavour to ensure that Online purchases will be available for configuration on to the Leap Card as soon as possible; however, in some circumstances it may take up to 48 hours for the purchase to be available to collect depending on time of purchase and designated means of collection. It cannot guarantee that these will be available sooner than 36 hours after purchase. The products will be available at the nominated location for 21 days. Uncollected purchases will be automatically refunded back to the credit/debit card used for the purchase within 10 working days after the expiry of the 21 day period.

#### **3.3 Travel Credit Conditions of Use**

(a) The minimum Travel Credit Top-Up amount shall be €5.

(b) The Authority will from time to time set a maximum amount which a Leap Card can store at any one time. The initial maximum amount is €150. Top-Up transactions will not be configured on to the Leap Card if they would result in this amount being exceeded. In the case of internet Top-Up purchases, the Top-Up will be available for up to 21 days and repeated attempts can be made to add the Top-Up to the Leap Card. If after 21 days the internet Top-Up has not been applied the Top-Up amount will be refunded back to the credit/debit card used for the purchase within 10 working days after the expiry of the 21 day period.

(c) If the Leap Card has a positive Travel Credit balance (i.e. equal to or greater than €0.01) but does not have enough Electronic Value for a journey being undertaken, the extra amount will be taken from any Deposit. The Leap Card customer will not be able to use Travel Credit again until it is topped up. When Travel Credit is next added to the Leap Card, the Deposit amount will be replenished and only the remaining amount will be added as Travel Credit.

### 3.4 Auto Top-Up

(a) The terms and conditions in this section 3.4 shall be binding on any Leap Card customer who avails of the Auto Top-Up facility.

(b) Registered and Personalised Leap Card customers can apply for the Auto Top-Up facility by completing the Online application form available at [www.leapcard.ie](http://www.leapcard.ie). As part of the application process the Leap Card customer must nominate a bank account with an accepted payment source (as per sub-section (h) below) from which Auto Top-Ups can be debited (the “**Bank Account**”). Leap Visitor Cards cannot apply for Auto Top-Up. Customers must have a SEPA compliant European bank account to sign up to Auto Top-Up.

(c) The Leap Card customer is responsible for ensuring that the Bank Account information is valid, accurate, up to date and contains sufficient funds or credit in order to meet deductions by the Authority in accordance with these Terms and Conditions. Leap Card customers can request to disable their Auto Top-Up Online at [www.leapcard.ie](http://www.leapcard.ie). Leap Card customers shall disable their Auto Top-Up facility immediately in the event of any closure or termination of the Bank Account.

(d) The Authority will set a minimum Travel Credit balance (the “threshold”) from time to time. With Auto Top-Up, when a Leap Card customer’s Travel Credit balance falls below the threshold, the Leap Card will be automatically reloaded with Leap Card customer’s pre-selected “reload value”, and simultaneously an instruction will automatically be sent to debit the reload value from the Bank Account. The initial threshold is set at €10.00

(e) During the application for Auto Top-Up, Leap Card customers may designate a reload value (e.g. €30.00, €40.00 or €50.00). The Leap Card customer may not change the reload value once Auto Top-Up has been enabled.

(f) Notwithstanding anything to the contrary herein contained, the Leap Card customer agrees that a minimum period of 5 days must elapse between each Auto Top-Up. The Authority shall not be obliged to top-up an Auto Top-Up enabled Leap Card until after the Leap Card customer’s Account has been successfully debited for any previous Auto Top-Ups.

(g) Receipt of top-up on your Leap Card shall constitute notification that a direct debit for the amount of the top-up will be presented to your Bank Account. The Leap Card customer’s Online account will display details of the Auto Top-Up amounts that the Leap Card customer has received.

(h) Auto Top-Up may only be paid for via direct debit payments using the Leap Card customer’s designated SEPA compliant European bank account; Credit/Debit card payments will not be

accepted as a payment method for Auto Top-Up.

(i) Leap Card customers may cancel their Auto Top-Up facility Online at any time. The cancellation request only becomes effective when configured on to the Leap Card. Until the Leap Card is configured, the Auto Top-Up remains in place and the customer will still be liable for any Auto Top-Up prior to the cancellation taking effect. The Authority will endeavour to ensure that the cancellation request will be available for configuration on to the Leap Card as soon as possible; however, it cannot guarantee that the request will be available sooner than 36 hours after cancellation.

(j) Auto Top-Up is specific to an individual Leap Card. If an Auto Top-Up enabled Leap Card is lost or stolen the customer must inform the Customer Care Line as soon as possible to request cancellation of their card, or by logging onto <https://about.leapcard.ie/card-replacement-refunds>. The cancellation request only becomes effective when configured on to the Leap Card. Until the Leap Card is configured, the Auto Top-Up facility remains in place and the customer will still be responsible for any Auto Top-Up triggered prior to the cancellation taking effect. The Authority will endeavour to ensure that any Travel Credit, including any Auto Top-Up credit on the Auto Top-Up enabled Leap Card, is transferred to a replacement card. However, the replacement Leap Card shall not be Auto Top-Up enabled and you must re-apply to configure Auto Top-Up on your replacement Leap Card.

(k) If an Auto Top-Up instruction for a Leap Card is rejected by a Leap Card customer's financial institution, the Authority reserves the right to do any or all of the following without advance notification:

i. Cancel the Leap Card.

ii. Suspend the use of the Leap Card for such period as may be determined by the Authority.

iii. Recover from the Leap Card customer the amount of any rejected transaction plus all costs incurred (including legal costs on a full indemnity basis) by the Authority for the recovery of any such amounts.

iv. Withdraw the Auto Top-Up facility from the Leap Card customer.

v. Disqualify the Leap Card customer from applying for any new Auto Top-Up facility for such length of time as may be determined to be appropriate by the Authority.

vi. Deduct or set-off any monies owing to the Authority from the remaining value and any Deposit in respect of the Leap Card.

(l) The Authority reserves the right to withdraw the Auto Top-Up facility for all Leap Card customers at its discretion or modify either the reload value or the threshold value from time to time.

## 4. Price Capping

1. **4.1** The Leap Card shall support both daily and weekly price capping for certain Transport Operators applying to the use of Travel Credit. The Authority shall set the daily and weekly price capping rate from time to time. Further information is available on [www.leapcard.ie](http://www.leapcard.ie).
2. **4.2** Once the Leap Card customer has reached the daily cap amount, that customer's Travel Credit shall no longer be charged for any further journeys taken that day on the relevant Transport Operator. However, the Leap Card customer must continue to Touch-On and Touch-

Off where applicable for every journey. A new daily capping period starts at 4:30am each day and the amount spent is reset and cannot be carried over.

3. **4.3** Once the Leap Card customer has reached the weekly cap amount (i.e. the maximum spend within a continuous 7 day period from Monday until Sunday), that customer's Travel Credit shall no longer be charged for journeys taken in the remainder of the week (i.e. until 4:29am on Monday) on the relevant Transport Operator. However, the Leap Card customer must continue to Touch-On and Touch-Off where applicable for every journey. A new weekly capping period starts at 4:30am each Monday and the amount spent is reset and cannot be carried over.
  
4. **4.4** Capping applies on Dublin Bus, Luas, DART and Commuter Rail service in Dublin's "Short Hop Zone". Capping also applies on the Cork to Midleton/Cobh Rail lines. Capping does not apply on Airlink, Bus Éireann or any other Commercial Bus Operator's service.
  
5. **4.5** On Dublin Bus Nitelink services a maximum of €2.60 of the fare contributes towards the cap. Airlink, tours and special events are excluded from the cap.
  
6. **4.6** Capping only applies to journeys taken by the cardholder. If the cardholder decides to pay for extra people to travel on Dublin Bus, this spend will be additional and is excluded from capping (i.e. not counted towards the cap).

## 5. Transfer Discounts - *Leap 90*

1. **5.1** Leap 90 Discount applies to journeys taken using Travel Credit on Dublin Bus (with some exceptions), Luas and DART/Commuter Rail services in the Short Hop Zone (SHZ) only. It can be used multi modally (e.g. across combinations of DART/Luas/Dublin Bus journeys within rules specified herein).  
  
**5.2** If the Leap Card customer has taken a journey (paid for via Travel Credit) and then commences a second journey within 90 minutes of Touching-On (or such other time as the Authority may determine from time to time) upon exit from the first journey, the Leap Card customer's Travel Credit shall be charged a discounted rate for the second and subsequent journeys taken that day (provided such journeys are within 90 minutes of the previous journey). The Leap Card customer must continue to Touch-On and Touch-Off where appropriate for every journey.

**5.3** The Authority shall set the discount amount from time to time.

**5.4** Leap90 Discount is not currently available outside of the Greater Dublin Area. It does not apply on Bus Éireann or Commercial Bus Operator services.

## 6. Conditions of Carriage

1. **6.1** When a Leap Card customer uses a Leap Card for travel with a participating Transport Operator they must do so in compliance with the Conditions of Carriage of that Transport Operator.

**6.2** The Leap Card customer must be prepared to surrender their Leap Card (and identification or proof of entitlement, if needed, for inspection by an authorised official as requested) on each journey as outlined in the Conditions of Carriage for each Transport Operator.

**6.3** Customers may choose to associate a Leap Card with a Just Eat dublinbikes account. Once the association is complete the Leap Card can be used instead of the Just Eat dublinbikes card to access a bike at a station. When using a bike, customers are bound by the Terms and Conditions of Just Eat dublinbikes.

**6.4** Confiscation: Iarnród Éireann, LUAS, Dublin Bus and other carriers may confiscate the card in the case of misuse. In the case of confiscation, the cardholders name may be placed on a stop list and a new card may not be issued for six months following confiscation and you will not receive a refund of any remaining Travel Credit. If the card is lost or stolen a new application must be made along with full payment. Student Leap Card operates a strict policy whereby no refunds will be made in respect of any overpayments for the Student Leap Card.

## 7. Refunds, Replacements and Cancellation

1. **7.1** In the case of loss or theft of the Leap Card, Registered and Personalised Leap Card customers (but not Student Leap Card holders) can apply for a replacement of their Leap Card Online. Unregistered Leap Cards and Leap Visitor Card customers are not entitled to a replacement. The Authority will determine the Electronic Value (including any Deposit) held on the lost/stolen Leap Card and will include these values on a replacement card subject to section 14.

Note: Under certain circumstances it may not be possible to replace a Leap Card; regrettably if this occurs customers may instead be asked to obtain a new Leap Card and request a refund of the Deposit, Travel Credit and/or Tickets on the lost/stolen card.

**7.2** If an Auto Top-Up enabled Leap Card is lost or stolen and a replacement Leap Card is issued, the replacement Leap Card will not be Auto Top-Up enabled. The customer must register the new card Online and apply to setup the Auto Top-Up facility on the replacement card.

**7.3** If a Just Eat dublinbike enabled Leap Card is lost or stolen and a replacement Leap Card is issued, the replacement Leap Card will no longer be associated to the Just Eat dublinbikes back-office account. The customer must re-associate the replacement card on [www.dublinbikes.ie](http://www.dublinbikes.ie).

**7.4** Registered Leap Card customers can, where a replacement Leap Card is not required, request a refund of their Leap Card if the card has been lost or stolen. Unregistered Leap Card customers are not entitled to a refund.

**7.5** Registered and Personalised Leap Card customers may apply for a refund of their Leap Card Online or at a Leap Card walk-in centre (when introduced), where the Leap Card is working and present, subject to the Terms and Conditions in this section 7 and section 14.

**7.6** A Leap Card customer must apply Online to receive the refund via an electronic funds transfer to their bank account. Refunds are only available to bank accounts in Single Euro Payment Area (SEPA) zone. Any other rRefunds outside the SEPA zone can be assigned to a charity or be forfeited.

**7.7** Registered and Personalised Leap Card customers can also also request refunds by post by posting the Leap Card and supporting documentation to Leap Card Customer Care at PO Box 12119, Dublin 24. At the Authority's discretion any refund payable to the Leap Card customer will be paid by electronic funds transfer to the Leap Card customer's nominated bank account (provided such bank account is SEPA accessible). Refunds are only available to accounts in SEPA zone. Any other refunds can be assigned to a charity or be forfeited.

**7.8** Where a Leap Card contains a Ticket, and such Ticket is refundable, the refund shall be calculated in accordance with the refund rules by the Transport Operator who owns the Ticket. TaxSaver Tickets are not refundable to the cardholder.

**7.9** Holders of Student Leap Cards must contact Student Travel to obtain new or replacement Student Leap Cards. Refer to [www.studenttravelcard.ie](http://www.studenttravelcard.ie) for more details.

**7.10** Travel Credit on expired Student Leap Cards may only be refunded on or before March 31<sup>st</sup> following the date of expiry printed on the card.

**7.11** If a Leap Card malfunctions due to no fault of the Leap Card customer and the Leap Card customer has not damaged or tampered with it, the Leap Card should be returned by post to Leap Card Customer Care at PO Box 12119, Dublin 24 for replacement, for data protection reasons, customers must register their Leap Card at [www.leapcard.ie](http://www.leapcard.ie) prior to posting. It is important that customers keep their contact details up to date. The Authority will determine the Electronic Value (including any Deposit) held on a malfunctioning Leap Card and will include these values on a replacement card.

**7.12** If a Leap Card customer has paid a Deposit for their card it shall be refundable where the card has positive Travel Credit. If any amount of the Deposit has been applied in accordance with section 3.3(c), that amount shall be deducted from the Deposit prior to refund.

**7.13** A Leap Card that has been inactive for a period of more than 24 months shall be deemed to be dormant and the Authority reserves the right to cancel such dormant Leap Cards.

**7.14** Refund requests in respect of transport services (but not in respect of Tickets, Travel Credit or Deposits) should be addressed to the relevant Transport Operator.

**7.15** Refunds and replacements may be subject to a reasonable administration fee in accordance with section 12 (Administration Fees) below. Such fees shall be set out on the website [www.leapcard.ie](http://www.leapcard.ie) from time to time.

**7.16** Determination of value:

(a) All refunds are subject to these Terms and Conditions and the refund policies of the individual Transport Operators.

(b) The Authority's determination of value shall be final.

**7.17** Leap Card refund timelines. Whilst we endeavour to keep to the timelines stated below,

occasions may arise where refunds may take longer:

(a) For online refunds direct to customer's bank account the Authority will at its discretion, endeavour to process these within 15 days.

## 8. Expiry/Validity

1. **8.1** The Authority reserves the right to specify an expiry date for Leap Cards after the initialisation of the Leap Card. Leap Cards can expire based on the card profile expiry date i.e. in the case of Child, Student and Child 16-18 Cards. Once Leap Cards expire, Leap Card customers (excluding Student Leap Card holders), shall have 6 months in which they can claim a refund. Student Leap Card holders have until March 31<sup>st</sup> of the year following expiry to claim a refund. The Authority will only provide refunds outside of this period at its discretion.

## 9. Personalisation and Registration

1. **9.1** Personalised Leap Cards have the Leap Card customer's name and photograph printed on them. The following types of Leap Card must be personalised:

(a) Student Leap Cards;

(b) Child Leap Cards 16-18; and

(c) Leap Cards containing certain Tickets (for example annual and monthly Tax saver passes) which can only be applied to a Personalised Leap Card in accordance with the rules of the relevant Transport Operator.

**9.2** Other Leap Card customers may choose to have their identity associated with their Leap Card by purchasing a Personalised Leap Card in accordance with section 9.3 below. An administration fee may be charged when purchasing a personalised Leap Card as set out in section 12.

**9.3** To purchase an adult Personalised Leap Card, or a Child Leap Cards 16-18, you must submit a legible facial image in Jpeg format online at [www.leapcard.ie](http://www.leapcard.ie). The Authority reserves the right to apply a reasonable administration fee for the provision of this service. The Authority reserves the right to reject applications at its discretion. The image should be a discernible likeness as personalised Leap Cards are not transferable. Transport Operators conditions of carriage allow for inspectors to check cards. Personation may result in card confiscation.

**9.4** Adult Personalised Leap Cards can also be registered (i.e. the Leap Card customer's personal information is associated with the card) Online, which will enable the Leap Card customer to access additional self-service functions.

**9.5** To purchase a Student Leap Card, you must apply through the student travel scheme. Refer to [www.studentleapcard.ie](http://www.studentleapcard.ie) for more details. Student Leap Cards can also be registered at [www.leapcard.ie](http://www.leapcard.ie), which will enable the Student Leap Card customer to access additional self-service functions

**9.6** If your child is aged from 16-18 inclusive, to ensure that your child is charged the correct child fare, you must obtain a personalised Child Leap Card (for children aged 16-18 inclusive). To obtain this card you must first apply online at [www.leapcard.ie](http://www.leapcard.ie). You will be required to attend a

validation centre and show the applicant's Passport, Driver's License, Garda age card, or other form of official ID showing the date-of-birth as proof of eligibility for this type of Leap Card.

**9.7** If your child is aged from 5 - 15 inclusive, an anonymous child Leap Card may be purchased via the website, or directly from certain Transport Operators and Payzone Sales Agents.

**9.8** Parents or guardians may register child Leap Cards on behalf of minors and may link such Leap Cards to their own Online account, which will allow Online Top-Up and management of those cards.

**9.9** Leap Card customers with non personalised cards may also choose to register their Leap Card at [www.leapcard.ie](http://www.leapcard.ie).

**9.10** Personalised and Registered Leap Card customers can:

(a) enable and disable the Auto Top-Up facility;

(b) apply for a replacement card in respect of lost, stolen or faulty cards in accordance with sections 7 and 14;

(c) apply for refunds in respect of lost, stolen or faulty cards in accordance with sections 7 and 14; and

(d) view their transaction history and edit their account information at [www.leapcard.ie](http://www.leapcard.ie).

(e) Note: Under certain circumstances it may not be possible to replace the Leap Card; regrettably if this occurs customers may instead be asked to obtain a new Leap Card and request a refund of the Travel Credit and/or Tickets on the lost/stolen card.

## 10. Transferability

1. **10.1** Personalised Leap Cards and Leap Cards with Tickets on them are not transferable.

**10.2** Leap Cards which are not personalised and do not contain any Tickets (i.e. Travel Credit only) are transferable for separate journeys but cannot be used by more than one passenger on the same journey (although the travel credit may be used on Dublin Bus services to pay for companion(s); such usage shall result in the issuance of a paper ticket for the paid companion(s); such paper tickets must be retained by the companion(s) as proof of entitlement to travel); the Leap Card used to pay in the first instance shall not form proof of entitlement to travel except for the cardholder.

**10.3** These Terms and Conditions in relation to transferability are subject always to each Transport Operator's Conditions of Carriage.

**10.4** Any attempted use of a personalised Leap Card by a person not entitled to use that card may result in the confiscation of the Leap Card and may result in the Leap Card customer being charged the appropriate standard fare in respect of the improper use (as determined by the relevant Transport Operator) and you may not be entitled to receive a refund of any Travel Credit. If your Leap Card is confiscated please refer to the relevant Transport Operator.

## 11. Privacy and Personal Information

1. **11.1** In order to purchase a Leap Card Online, apply for a personalised Leap Card, and/or to register a Leap Card the customer will be required to provide personal information. If you use these Services, you agree to the collection, use and sharing of your personal information in accordance with the [Leap Privacy notice](#).

## 12. Administration Fees

1. **12.1** The Authority reserves the right to charge reasonable administration fees for the following activities:
  - (a) Card refund
  - (b) Card replacement
  - (c) Product refund
  - (d) Card personalisation
  - (e) Other activities as determined by the Authority from time to time

The scale of applicable fees will be displayed on the Authority website ([www.leapcard.ie](http://www.leapcard.ie)).

## 13. Limitation of Liability

1. **13.1** Notwithstanding anything to the contrary contained herein, the Authority shall not be liable for any loss, damage, expenses, claims, liability or costs which you as the Leap Card customer may suffer or incur in connection with:
  - (a) the use or issue of Leap Cards;
  - (b) the use of Leap Cards on the Just Eat dublinbikes scheme;
  - (c) a refusal to issue or a delay in issuing a Leap Card;
  - (d) a Leap Card being hot-listed for a justified reason, including if the Leap Card has been lost or stolen, if the Auto Top-Up direct debit payment request failed, or if there is suspicion of fraud or misuse;
  - (e) any period during which any equipment, software or system is unavailable for processing the Leap Card for payment, including any consequent failure to reach any daily or weekly price cap; and
  - (f) a delay in refunding any payment made on your Leap Card;
- 13.2** If a Leap Card fails due to no fault of the Leap Card customer, the Authority will not be liable for more than the Electronic Value (including any Deposit) in the Leap Card at the time of the failure.

**13.3** If a Leap Card customer cannot travel due to any equipment, software or system for Leap Cards failing, the appropriate full fare will be charged by the relevant Transport Operator. Any such failure should be reported to Leap Card Customer Care who will investigate the failure.

**13.4** Service Providers are responsible for all aspects of the goods and services which they provide to you. The Authority holds no responsibility for the Service Providers and any queries in this regard should be directed to the relevant Service Provider directly.

## 14. Loss or Theft

1. **14.1** The Authority will provide either a replacement Leap Card or a refund (in accordance with section 7) to Registered Leap Card customers who report their Leap Card lost, stolen or faulty.

(a) All such cards shall be “hot-listed” as soon as possible upon receipt of lost, stolen or faulty notification.

(b) The Authority may decline to honour the refund of a ticket, if the Leap Card reported lost or stolen has a ticket (e.g. a period pass) and the value of the refund of the ticket is less than or equal to the administration fee (as per section 12).

(c) Leap Card customers shall not be compensated for any inconvenience or cost incurred due to the time taken to complete the refund/replacement request; this includes any discontinuity encountered in respect of any daily or weekly price cap, or any cost incurred in purchasing replacement tickets and/or travel credit spent in the intervening period.

(d) In respect to the Just Eat dublinbikes scheme, Leap Card customers shall not be compensated for any inconvenience or cost incurred due to the time taken to complete a replacement Leap Card request. Leap Card has no responsibility for your use on Just Eat dublinbikes.

**14.2** While the Authority shall endeavour to block the use of a Leap Card that has been reported lost or stolen as soon as possible, the Authority shall not be liable for any Travel Credit value consumed or Tickets used for a period of up to 48 hours after the report whether such consumption or use was made with the Leap Card customer’s knowledge or consent or not.

**14.3** The Authority shall not provide either a replacement card or a refund to unregistered Leap Card customers who report their Leap Card lost or stolen.

**14.4** The Authority shall not be responsible for cards lost in the post. The Authority has provided the option to use registered post when purchasing a Leap Card Online. If a Leap Card is “lost in the post”, a replacement (free of charge) or refund will only be issued solely at the discretion of the Authority.

## 15. Disputed Transactions

1. **15.1** All disputes are subject to review and approval by the Authority and may require additional documentation or evidence from the Leap Card customer. The Leap Card customer must notify the Authority of any disputes of transactions occurring on their Leap Card within thirty (30) days of the date of such transaction.

**15.2** In the event that a transaction has been incorrectly posted to the Leap Card, the Authority will make the appropriate adjustment to the Leap Card or will refund any amount incorrectly

applied.

**15.3** The Authority shall be the final arbiter in cases of disputed transactions.

## 16. Withdrawal of the Use of the Card

1. **16.1** The Authority may, in its discretion, at any time and without notice to the Leap Card customer, deactivate, cancel or suspend the right to use a Leap Card or refuse to reissue, renew or replace a Leap Card if we have reason to believe that the Leap Card customer is in breach of 1) these Terms and Conditions and/or 2) any applicable legislation or regulations. In such an event, the Leap Card must be returned to the Authority immediately. The Authority does not accept any liability for the direct or indirect consequences arising from any deactivation, suspension or cancellation of a Leap Card in accordance with these Terms and Conditions.