




UP Express Terms & Conditions

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INTRODUCTION

The Union Pearson Express (UP Express) is a dedicated airport rail service between Union Station in downtown Toronto and Toronto Pearson International Airport. There are two stops along the way: Bloor and Weston Stations.

When guests purchase a ticket or board an UP Express vehicle, they enter into an agreement with UP Express (a division of Metrolinx, an agency of the Government of Ontario). This agreement gives guests the right to make the journey as shown on the ticket purchased. The Terms & Conditions herein are part of that agreement and outline the rights guests have while utilizing the UP Express, and the expectations and obligations of UP Express operators and employees.

These Terms & Conditions apply to journeys strictly on UP Express. Connecting forms of transit from UP Express stations include the Toronto Transit Commission (TTC), GO Transit (a division of Metrolinx) and VIA Rail. For more information about these transit operators, please visit or call:

TTC: www.ttc.ca, 416.393.4636

GO Transit: www.gotransit.com, 416.869.3200

VIA Rail: www.viarail.ca, 1.888.842.7245

For information on the PRESTO fare card:

www.prestocard.ca

1.8.PRESTO.123 (1.877.378.6123)

UP Express welcomes your comments on our service. Please contact us at:

Union Pearson Express
97 Front Street West, Suite 200
Toronto, Ontario, M5J 1E6
Canada

guestservices@upexpress.com
www.upexpress.com

1.844.GET.ON.UP (1.844.438.6687)

Guest Services

UP Express Guest Services is available Monday through Friday, 7 a.m. to 11 p.m., and on weekends and holidays from 8 a.m. to 9 p.m. (Eastern Standard Time). For assistance, please contact:

guestservices@upexpress.com
1.844.GET.ON.UP

416.869.3300

Multilingual Interpretive Services

UP Express provides multilingual interpretive customer service to assist passengers by phone or at our stations. Guests who wish to be served in a different language can contact us at:

guestservices@upexpress.com
1.844.GET.ON.UP
416.869.3300

Guests can also seek assistance from one the Guest Services Representatives.

1. UP EXPRESS RESPONSIBILITIES

UP Express will transport guests between UP Express station at Toronto Pearson International Airport Terminal 1 (Pearson Airport station) and Union Station with stops along the way at Weston and Bloor Stations. We will do our best to ensure you get to your destination in a safe and timely manner. However, we assume no responsibility for any consequential loss (missed flight, lost baggage, etc.) related to any form of disruption.

Subject to any advertised restrictions, UP Express guests may board any train for which their ticket is valid, however, seating and capacity cannot be guaranteed.

2. GUEST RESPONSIBILITIES

2.1. GUESTS ARE ADVISED TO ALLOW ENOUGH TIME FOR THEIR JOURNEY TO TORONTO PEARSON INTERNATIONAL AIRPORT

Your airline or travel agent will notify you of the minimum recommended check-in time at Toronto Pearson International Airport.

To allow plenty of time for check-in procedures, baggage drop-off and security checks, always arrive at Toronto Pearson International Airport well in advance of your flight. Remember, there may be queues at airline check-in desks. Please visit the Canadian Air Transport Security Authority (CATSA) website <http://www.catsa.gc.ca/home> for details regarding flight times and other flight information.

Also, allow adequate time to get from the UP Express Pearson Airport station at Terminal 1 to the check-in desk for your minimum check-in time. Guests connecting to Terminal 3 should allow for additional time to transfer between terminals. Terminal transfers can be made free of charge using the Pearson Terminal Link Train, which departs regularly.

For further information on the Link Train please visit www.torontopearson.com.

2.2. **GUESTS ARE ADVISED TO VERIFY THEIR TICKETS AT THE TIME OF ISSUE**

When you purchase an UP Express ticket, please make sure it is the correct ticket type and for the designated origin and destination on the ticket. If possible, draw any apparent errors to the attention of the UP Express staff immediately.

2.3. **GUESTS ARE ADVISED TO ENSURE THEY ARE ON THE CORRECT TRAIN AND EXIT AT THE CORRECT STATION**

Please make sure you board the correct train and de-board at the correct station. UP Express cannot be held responsible for any loss or delay if you do not do so.

3. **TICKETS**

3.1. **REQUIREMENTS TO HOLD AND RETAIN A TICKET**

Tickets are needed for all journeys on UP Express. Guests have the right to use UP Express if they hold a ticket for the assigned origin and destination stipulated on the ticket, or if they have the intention to purchase a ticket onboard the train, which is subject to an additional \$2 onboard payment fee. Tickets purchased onboard can be processed via credit cards only.

A valid ticket for authentication to travel must be presented upon request to UP Express staff at the time of journey on UP Express, or guests will be charged the appropriate fare on-board and an additional onboard payment fee of \$2 per on-board ticket purchase.

A guest who refuses to pay the appropriate fare or purchase the appropriate ticket will be refused transportation and will be subject to any or all fees and/or fines.

3.2. **PRESTO CARD USERS**

Guests are able to use PRESTO cards on the UP Express system. There are two ways guests can purchase a PRESTO card:

- Order a PRESTO card online – please visit www.prestocard.ca for more details.
- Visit a service counter at any GO Transit station or UP Express station.

On the UP Express system, guests who currently hold PRESTO cards can add value to their card:

- Through the Self-Serve Reload machine at Bloor, Weston or Pearson UP Express stations
- Online via PRESTO website (www.prestocard.ca)

- By visiting the service counter
- By calling PRESTO at 1.877.378.6123

How to use PRESTO on UP Express

Fare transactions made on PRESTO cards are validated by tapping a PRESTO card ON a designated UP Express PRESTO Fare Payment Device located at all UP Express stations at the beginning of the trip, and by tapping OFF on an UP Express PRESTO device at the final destination. PRESTO cards are transferable, but may only be used by one individual per trip.

Guests tapping ON an UP Express Fare Payment Device will have the maximum fare from their point of origin deducted from their PRESTO card. When they arrive at their destination, the guest must tap OFF at an UP Express Fare Payment Device to close the transaction. At this point, if an adjustment is necessary, the PRESTO card will be credited accordingly.

Example – When a guest enters the UP Express system at Weston station en route to Pearson station, the moment the guest taps ON an UP Express designated Fare Payment Device, the guest will be charged the maximum fare (which in this case would be from Weston station to Union station). Once the guest taps OFF at an UP Express designated Fare Payment Device at Pearson station, the transaction will be closed and processed at the appropriate Weston to Pearson fare (rather than Weston to Union).

In the event that a guest forgets to tap OFF at an UP Express PRESTO Fare Payment Device once they reach their final leg of their journey, they will be charged the maximum fare from the station where the guest initially tapped ON.

Please note that all PRESTO transactions are closed and processed after sixty (60) minutes of the guest's initial tap ON when entering the UP Express system.

While on-board the train, guests will be requested by the Guest Services Representative to submit their card for inspection purposes.

Reversing PRESTO card taps

In the event that a guest would like to reverse (cancel) their tap ON, they can do so by seeing a Guest Services Representative within sixty (60) minutes of the guest's initial tap ON at the same station. If a Guest Services Representative is not available, please contact Guest Services or call PRESTO.

In the event of an accidental tap ON at a GO Transit designated PRESTO Fare Payment Device, guests can immediately reverse the tap ON by pressing the "correction" button and re-tapping their card on the GO Transit Fare Payment Device. The amount deducted will be credited back to the PRESTO card. For further assistance, guests can contact Guest Services, speak with a Guest Services Representative, or call PRESTO.

For more information on the PRESTO card, please visit www.prestocard.ca

Full PRESTO card refund

Guests can obtain a refund on the balance of their PRESTO cards. For cards that have a balance under \$50, cards can be refunded at the Service Counter and are subject to a 4% administrative fee. Cards must be returned once refunded.

For cards that have a balance over \$50, a mail-in form must be sent to PRESTO and the refund is subject to a 4% administrative fee. Visit www.prestocard.ca for more information. Cards must be returned to PRESTO once refunded.

Note that a PRESTO card balance cannot be refunded if the card has a negative balance.

3.3. BUYING A TICKET

A range of e-tickets can be purchased from the UP Express website at www.upexpress.com. These tickets will have a barcode and will need to be visible (via print-out or via mobile display) for on-board verification and inspection.

Other fare products may be available and must be used as required. Please note that a maximum of 20 e-tickets can be purchased in a single transaction online. For large ticket purchases, please refer the Business, Group and Conference Tickets fares in section 3.6.

You may buy a ticket using the following methods:

Method of Payment	Ticket Type					
	E-Ticket from Website	Paper Ticket from Full-Service Counter	Paper Ticket from Ticket Vending Machines	Paper Ticket from Mobile Guest Services Representative	PRESTO Card Inspection from Card Reader	Paper ticket On-Board the Train
Cash (\$CDN or \$US)	✗	✓	✓	✗	✗	✗
Visa, MasterCard, American Express	✓	✓	✓	✓	✗	✓
Interac, Debit	✗	✓	✓	✗	✗	✗
PRESTO Card	✗	✓	✗	✗	✓	✗

UP Express offers the following fare categories:


	Definition	Requirements
Adult	Guests between 20 and 64 years of age (inclusive)	Must provide Proof of Age Identification upon request
Child	Guests between 6 and 12 years of age (inclusive)	
Minor/Child	Guests under 6 years of age	
Student	Guests between 13 and 19 years of age (inclusive)	
Senior	Guests 65 years of age and over	
Family	Up to two (2) guests 18 years of age or over, and up to three (3) guests under the age of 18	
Meeter & Greeter Return	This a return trip ticket to Pearson Airport and expires three (3) hours after your first trip	Guests must originate from Union, Bloor or Weston stations only Available as an e-ticket only
Long Layover Return	This is a return trip ticket from Pearson Airport and expires six (6) hours after your first trip.	Guests must originate from Pearson station Available as an e-ticket only

3.4. WEBSITE TERMS OF USE

By opening an account and/or purchasing an e-ticket you represent and warrant that you have full legal capacity to enter into these Terms & Conditions and to use or access the UP Express website in accordance with the Website Terms of Use located on www.upexpress.com, and that you have read, understood and agree to abide by and comply without limitation or qualification to the Website Terms of Use located on www.upexpress.com, which are incorporated herein by reference.

Accounts

When you open an account with UP Express, you agree to provide information about yourself that is true, accurate, current and complete, and to keep such information true, accurate, current and complete. Your account designation



may not include the name of another person with the intent to impersonate that person, or be offensive, vulgar or obscene. Your account designation and password are personal to you. You are responsible for maintaining the confidentiality of your password and account designation and are fully responsible for all activities that occur under your password or account (including purchases). In this regard you agree to immediately notify UP Express of any unauthorized use of your password or account designation or any other breach of security. You will also ensure that you log-out from your account at the end of each session. UP Express is not under any obligation to verify the actual identify or authority of any user of an account designation or password. UP Express may require you to change your account designation and/or password if we believe your account is no longer secure or if we receive a complaint that your account designation violates someone else's rights. UP Express will not be liable for any damages and expenses arising out of or relating to any unauthorized use of an account designation or password contrary to these Terms and Conditions.

You will have no ownership in your account or your account designation. UP Express may refuse registration, cancel an account or deny access to the UP Express website for any reason without any notice or liability to you or any other person. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies UP Express may terminate your account without notice or any other obligation to you.

UP Express may close your account if it is inactive for a period of two and a half years.

Method of Payment

You may pay for your purchase of an e-ticket by using any of the payment options listed in the chart above in section 3.3 and you authorize UP Express to charge the applicable card or account for the purchase price of the e-ticket, including any applicable taxes or other charges. UP Express has contracted Bytemark, Inc. to process e-ticket payments made through the UP Express website. You represent and warrant that you are the cardholder of the applicable card or the account holder of the applicable account. If your card is rejected by the card issuer your e-ticket will not be emailed to you and UP Express will have no obligation to fulfill your order. Orders are processed only after billing address, and other billing information, has been verified. If you have opened an account, your credit card information may be kept on file by UP Express or its agent so that you can purchase additional e-tickets without having to provide that information every time you access the UP Express website.

Price

By confirming your purchase at the end of the check-out process, you agree to pay UP Express the amount set out as the TOTAL PRICE near the CONFIRM AND COMPLETE ORDER button on the check-out page (the “Purchase Price”). The TOTAL PRICE is quoted in Canadian dollars and includes all applicable taxes and third party charges, if any. The Purchase Price will be charged in Canadian dollars to your selected credit card or account by UP Express.

Order Confirmation

If you do not receive a confirmation number (in the form of a confirmation page or email) after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is your responsibility to confirm with UP Express Guest Services whether or not your order has been placed. Only you may be aware of any problems that may occur during the purchase process. UP Express will not be responsible for any losses (monetary or otherwise) if you assume that an order was not placed because you failed to receive confirmation.

Electronic Communications

When you open an account and/or purchase an e-ticket from the UP Express website or send an email to UP Express you are communicating with UP Express electronically. You consent to receive communications about your account and/or purchase from UP Express, and its agents and contractors, electronically. We will communicate with you by email or by posting notices on the UP Express website. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

3.5. FARE CATEGORY RULES AND CONSIDERATIONS

Ticket Availability and Expiry

- E-tickets expire one (1) year from date of purchase unless otherwise indicated.
 - Once purchased, e-tickets are available for use immediately.
- Paper tickets (i.e. tickets purchased at a ticket vending machine, at a service counter, through a mobile Guest Services Representative, or on-board the train) expire one (1) hour from time of purchase unless otherwise indicated.
 - For guests who will be connecting from GO Transit, such tickets will expire one (1) hour upon arrival at any UP Express station.
- Return tickets – after your first trip, the return portion of this ticket can only be used 30 minutes afterwards.

- The return portion of the ticket is valid for one (1) year from date of issuance provided it is unused.
- Meeter & Greeter Return tickets expire three (3) hours after your first trip.
- Long Layover Return tickets expire within six (6) hours after your first trip.
- UP Express reserves the right to require that unused tickets (that have not yet expired) may be exchanged for current tickets in use.

Return Tickets (Available to purchase Online as an E-Ticket Only)

- Adult, Child, Student and Senior concessions are available.
- Return tickets are valid for one individual per trip.

Minor/Children Under 6

- A Minor is defined as a child who is under 6 years of age.
- A Minor must be accompanied by an adult for the entire journey.

Student

- Students will be entitled to travel at a discounted fare subject to the following conditions:
 - Students must be in possession of Proof of Age identification while travelling in order to confirm upon the time of ticket inspection that they are between the ages of 13-19 (inclusive) and have not reached their 20th birthday. This also applies to students carrying PRESTO cards.

Senior

- Senior citizens that are 65 years of age or older will be entitled to travel at a discounted fare subject to the following conditions:
 - Senior citizens may be asked by a UP Express staff to show Proof of Age and, therefore, must carry reasonable Proof of Age identification at all times while travelling with UP Express in order for their ticket to be valid.

Family

- A Family ticket may be sold to a group consisting of a maximum of five guests; i.e., up to two guests 18 years of age and older and up to three guests under the age of 18.
- Guests using a Family ticket must travel together at all times in order to be eligible for the appropriate discount.

On-board

- Guests who are unable to purchase tickets prior to boarding the train are able to purchase the appropriate ticket on-board with an additional onboard payment fee of \$2 applied per ticket purchase.
- On-board ticket transactions can only be completed via credit cards.
- Guests who use PRESTO cards cannot pay for a trip on-board – PRESTO cards are only inspected for the appropriate fare payment on the train. Cards must be tapped on and off at the UP PRESTO station devices on the train platform.

- Guests who refuse to pay on-board ticket fares will be subject to any or all fees and/or fines.

Meeter & Greeter (Available to purchase Online as an E-Ticket Only)

- Guests travelling with UP Express to meet or greet others at Pearson Airport may purchase a Meeter & Greeter round-trip fare product at a reduced rate.
- Guests using this fare type must originate from Union, Bloor, or Weston stations only.
- Meeter & Greeter tickets expire within three (3) hours after of initial inspection. Initial inspection will take place on the way to Pearson Airport station and occurs as soon as the guest boards UP Express.
- Please note that the first portion of this ticket cannot be used after 11pm.
- Meeter & Greeter tickets may not be used for any other purpose other than travelling to Pearson Airport station and returning to the original station of origin. Guests wishing to travel beyond their station of origin will be required to pay an additional fare.
- In the event that there is an unused portion of the ticket (i.e. only one portion of the round-trip ticket has been used), the unused portion is non-exchangeable and non-refundable.

Long Layover (Available to purchase Online as an E-Ticket Only)

- UP Express guests who have a long layover between flights can purchase a round-trip ticket from Pearson Airport station at a reduced rate.
- Long Layover tickets expire within six (6) hours of initial inspection. Initial inspection will take place leaving Pearson Airport station and occurs as soon the guest boards UP Express.
- Guests are advised to ensure their tickets are initially inspected by UP Express staff before embarking on the UP Express System.
- Long Layover tickets may not be used for any other purpose other than leaving and returning to Pearson Airport station.
- Please note that the first portion of this ticket cannot be used after 11pm.
- Long Layover tickets are only available at a reduced rate for guests travelling to Union Station. Guests wishing to use a Long Layover ticket to Weston and Bloor stations may do so but are not eligible for any form of additional discounts.
- In the event that there is an unused portion of the ticket (i.e. only one portion of the round-trip ticket has been used), the unused portion is non-exchangeable and non-refundable.

3.6. ADDITIONAL FARE CATEGORIES AND RULES

Business, Group and Conference Tickets

- Businesses wishing to purchase a large volume of tickets can qualify for discounts – please visit www.upexpress.com for more details.
- Guests who plan to travel in groups larger than 20 people are advised to contact Guest Services in advance of their trip.

- Group/conference travelers who are planning on making 50 or more trips on UP Express are encouraged to make a group travel request online at www.upexpress.com in order to access discounted ticket sales. Rates will vary – please visit www.upexpress.com for more details.

Airport Employee Tickets

- Qualified Airport Employees are able to purchase reduced one-way and monthly passes. Please visit www.upexpress.com for more details.

Via Rail-UP Express Interline Tickets

- To make extended travel easier, VIA passengers wishing to connect to the UP Express system can purchase an interline ticket:
 - Online by visiting www.viarail.ca;
 - Calling 1.888.VIA-RAIL (1.888.842.7245) or
 - At select VIA stations
- For prices, please visit www.viarail.ca.
- Via Rail-UP Express Interline Tickets are not refundable and not exchangeable.
- For more information, please visit www.viarail.ca.

Accessibility (Support Persons)

- Guests who require physical assistance during their use of UP Express services may be accompanied by a Support Person who is capable of aiding such guests, and/or a guide dog.
- Support Persons are permitted to ride the UP Express free of charge and will be issued a Courtesy Ticket upon inspection.
- Please see Accessibility section 7 for more information.

Rounding US Exchange – all funds will be rounded to the nearest five cents.

3.7. **REFUND POLICY**

Refund Eligibility

- Only **unused e-tickets are eligible** for full refunds.
- E-tickets are refundable for a period of up to one (1) year from purchase (unless otherwise stated), provided that they are unused.
- Paper tickets (i.e. tickets purchased at a ticket vending machine, at a ticket counter, through a mobile Guest Services Representative, or on-board the train) **are not eligible** for refunds.
- Partially used Meeter & Greeter and Long Layover tickets **are not eligible** for a refund.
- Partially used return tickets are **not eligible** for a refund.
- VIA Rail-UP Express Interline Tickets are **not refundable and not exchangeable**.
- In the event of a service delay greater than 45 minutes, guests may be eligible for compensation up to and/or equal to the fare paid. Guests must contact UP Express within 30 days of their trip.

- Please note that UP Express assumes no responsibility for any consequential loss (missed flight, lost baggage, etc.) related to any form of service disruption.

Method of Refund

- All refunds associated with e-tickets can be made by contacting Guest Services or by filling out the “Contact Us” form online at **www.upexpress.com**. Refunds will be made by crediting the credit card used at the time of purchase.
- The value of such refunds will be up to and/or equal to the fare paid.

3.8. **EXCEPTIONS**

- Except for special fares provided or as published in bulletins or supplements or posted on the UP Express website (**www.upexpress.com**) from time to time, fares shall be paid for a single one-way ride and no other reduction in fare shall be granted to any class of guest.
- No fare is required to be paid by a police officer as defined in Section 2 of the Police Services Act (Ontario) or a police officer of the Royal Canadian Mounted Police who is in possession of the official identification issued by the police services engaging such officer. For greater certainty, the benefit of this provision does not extend to any Special Constable, First Nations Constable, By-law Enforcement Officer, or any auxiliary or civilian member of a police force. These guests eligible will be issued a Courtesy Ticket at time of inspection.
- Unless explicitly stated, a ticket is valid only for continuous passage without stop-over on services scheduled to stop at the destination printed or encoded on the ticket.
- Special rates of fare other than regular rates will be effective as published in bulletins, supplements to the Terms & Conditions or as posted on **www.upexpress.com**.

3.9. **LIMITATIONS**

- It is not permitted for a guest to travel beyond the destination printed, marked or encoded on his or her ticket.
- Under-rides are defined as rides ending earlier than beyond the destination for which the ticket was purchased. Under-riders are not eligible for any form of discount or refund associated with their disembarking at an earlier stop.
- All tickets may be accepted for a station that is not beyond the station printed or encoded within the corridor where the fare for the changed destination is equal to or less than the fare printed or encoded on the ticket.

3.10. INSPECTION OF TICKETS, PASSES AND ID CARDS

- A guest, when requested, shall submit for inspection his or her ticket/e-ticket/PRESTO card or supporting identification card to UP Express staff.
- Any ticket type remains the property of UP Express and is subject to confiscation without refund if the holder violates any conditions of its use.
- No guest shall travel with UP Express without paying the appropriate fare or having the appropriate means to purchase a ticket on-board using a valid credit card.
- Where the amount of the fare charged for passage is disputed, UP Express staff shall support the fare by reference to the latest fare pricing posted at UP Express stations or online at **www.upexpress.com**.
- In the event that a guest is still not satisfied, he or she is advised to pay the fare requested and send complete details to:
 - Union Pearson Express
 - 97 Front Street West, Suite 200
 - Toronto, Ontario, M5J 1E6
 - Canada
 - OR
 - guestservices@upexpress.com
 - 1.844.GET.ON.UP

3.11. LOST, MISPLACED OR STOLEN TICKETS

- UP Express or its operators are not responsible for lost, misplaced or stolen tickets, which will not be replaced or refunded.
- Guests who have purchased e-tickets may contact Guest Services in order to retrieve and/or reprint their e-tickets following a verification process.

4. CLAIMS

- Any claims of whatever character must be filled out in writing within twenty-four (24) hours to:
 - Metrolinx
 - Claims Management, Risk and Insurance
 - 20 Bay Street, Suite 600
 - Toronto, Ontario M5J 2W3
 - Telephone: (416) 869-3600
 - Email: riskmanagement@metrolinx.com

5. LIMITATIONS OF LIABILITY

- UP Express and its operators are not liable for delays caused by accidents, road or track conditions, snow storms, or other conditions beyond their control or for failure to depart from or arrive at any point, station or destination.
- UP Express and its operators are not responsible for loss or damage to property on UP Express property, including trains.

- UP Express and its operators are not responsible for any costs associated with missed flights at Toronto Pearson International Airport.
- UP Express and its operators are not responsible for any costs associated with missed connections to other travel services.
- Use of other services are subject to their respective Terms and Conditions.
- **UP Express and its operators are in no event liable or responsible for any indirect, consequential, punitive or special damages.**

6. LOST AND FOUND

- UP Express and its operators assume no responsibility for lost or stolen items at UP Express stations, on trains or at any other UP Express property.
- Any lost property found within the UP Express system will be given into the custody of the Lost and Found Office.
- A Guest must allow for up to 72 hours processing time for items to arrive at the Lost and Found Office.
- To inquire about any items lost or found on UP Express property, including trains and stations, guests should contact
Union Pearson Express
97 Front Street West, Suite 200
Toronto, Ontario, M5J 1E6
Canada
1.844.GET.ON.UP
guestservices@upexpress.com

7. ACCESSIBILITY

- Guests with disabilities who require assistance when travelling on UP Express are recommended to call or email UP Express Guest Services in advance of their trip in order to be accommodated accordingly. UP Express staff will make reasonable efforts to provide assistance where possible.
- Support Persons who assist guests with a disability are permitted to ride UP Express free of charge.
- A wheelchair or a mobility aid of the guest with a disability will be permitted onboard the train.
- Guests may be asked to make a seat available in the designated priority seating area for a guest with a disability or physical limitation.
- UP Express staff will make every effort to locate a seat in the designated priority seating area to accommodate a guest who is disabled or has a physical limitation.
- Guests requiring accessibility assistance at Toronto Pearson International Airport are encouraged to make pre-arrangements with the GTAA Airport Customer Assistance Program (ACAP). Please visit www.torontopearson.com or call 416.776.ACAP for more details.

8. RIGHTS RESERVED

8.1. REFUSAL OF PASSAGE

- UP Express staff may refuse passage on UP Express services to:
 - a guest in possession of explosives, a firearm, a dangerous weapon, flammable material, or any other dangerous thing or material;
 - a guest under the influence of drugs or alcohol;
 - a guest whose conduct is or is likely to be objectionable to other guests or staff;
 - a guest carrying hand luggage, a parcel, or any object or thing that does inconvenience, is likely to inconvenience or presents a safety concern for other guests or staff (see Baggage Section); and/or
 - a guest who fails to comply with the instructions of a Transit Safety Officer.
 - If a guest has purchased a ticket and has been refused passage by UP Express staff on a service operated by or for UP Express or any of the reasons described above, the guest may request compensation. Please see Refund Policy section 3.6 for more details.

8.2. FARE EVASION

- Guests who refuse to pay the appropriate fare while onboard the train will be subject to any or all fees and/or fines as enforced by UP Express staff.

8.3. STOPS

- Trains shall be required to make station stops as indicated in the operating timetables established by UP Express except for accidents, road or track conditions, extreme weather, or other conditions beyond their control or where for reasons of safety an alternate stopping place is required.

8.4. TRANSFERRING GUESTS

- UP Express and its operators shall have the right, wherever operating circumstances require, to transfer guests from one train to another train, to a bus, or a combination of both.

8.5. SCHEDULE REVISIONS

- UP Express reserves the right to modify schedules without notice.

8.6. CAPACITY

- UP Express cannot guarantee sufficient capacity on any train or bus to accommodate any or all guests.

8.7. SEATING

- UP Express reserves full control and discretion as to seating of guests and the right to change such seating should it be deemed necessary at any time

during the trip, provided that seating arrangements will be made without regard to race, colour, sex, creed, national origin or other prohibited ground of discrimination described in Section 1 of the Ontario Human Rights Code, R.S.O. 1990, Chapter H.19.

- Guests may be asked to make a seat available in the designated priority seating area for a guest with a disability or physical limitation.
- UP Express staff will make every effort to locate a seat in the designated priority seating area to accommodate a guest who is disabled or has a physical limitation. See Accessibility Section 6 for more details.

8.8. **SMOKING**

- Smoking (including the use of e-cigarettes) is NOT permitted on UP Express property, except in locations specifically designated and signed as smoking areas.

8.9. **ANIMALS**

- Each guest may take with him or her, free of charge and subject to the conditions below, a maximum of two dogs, cats or other small animals provided that they do not endanger or inconvenience guests or staff.
- Dogs must be kept on a leash at all times unless in a basket or pet carrier. Dogs without leashes, cats, birds and small animals must be carried in an enclosed basket, cage or pet carrier. This must be rigid and not open (to prevent escape) and the animal must be able to stand and lie down in comfort.

9. **GUEST CONDUCT IN STATIONS, TERMINALS, VEHICLES AND PARKING LOTS**

9.1. **PARKING AT WESTON STATION**

- Guests wishing to park at Weston Station may do so except during overnight hours between 2am and 5am.
 - Guests who park their vehicles overnight at Weston Station will be subject to any or all fees and/or fines or will have their vehicle towed in accordance to relevance Metrolinx bylaws as found on www.gotransit.com.

9.2. **PARKING AT ALL OTHER GO TRANSIT PARKING LOTS**

- Guests are advised to follow the associated Metrolinx by-laws when parking at all other GO Transit parking lots. Please visit www.gotransit.com for more details.

9.3. **PAYMENT OF PARKING VIOLATION NOTICES**

- For information regarding how to pay and/or dispute parking violation notices, please consult Metrolinx By-Laws available at <http://www.gotransit.com>.

9.4. **GUEST CONDUCT ON UP EXPRESS SYSTEM**

- No guest shall enter or leave a station or station grounds or other facilities of the UP Express system except through a designated entrance or exit.
- No guest shall distribute, place and post handbills, signs, notices or any other form of written or printed material on or within any facility of UP Express without prior written permission from Metrolinx and/or UP Express.
- Nothing in this section shall prohibit the posting of signs, official notices and information by Metrolinx.
- No guest shall litter or deposit any waste on UP Express property except in designated waste facilities. No guest shall loiter or linger without due cause on UP Express property.
- No guest shall sell or attempt to sell any merchandise, article or other thing, or solicit members of the public for any purpose in any facility of UP Express without the prior written permission of UP Express.
- No guest shall operate a motor vehicle on UP Express property,
 - Except upon roadways, parking areas or any other areas designated for use by motor vehicles;
 - Unless it is incidental to the use of the system by the driver or a guest of the vehicle;
 - At a speed in excess of twenty-five (25) kilometres per hour unless otherwise posted; and/or
 - If it is unlicensed, unregistered or unplatd.
- No guest shall do any act in contravention of instructions or directions indicated on any sign erected on UP Express property.
- No guest shall roller-skate, in-line skate or skate-board on UP Express property.
- No guest shall wear roller skates or in-line skates while in a train or other vehicle operated by UP Express.
- No guest shall operate a bicycle, tricycle or unicycle on UP Express property except on a roadway for the purpose of arriving at or departing from a UP Express station or terminal.
- No guest shall cross any railway tracks on UP Express property or property used to provide UP Express service except where specifically designated for pedestrian crossing, and no guest shall attempt to cross any railway crossing when the crossing warning signals have been activated.
- No guest shall operate for commercial purposes any camera, video-recording device, movie camera or any similar device upon the UP Express system without the express written permission of UP Express.
- No guest shall, without authorization, operate any radio, audio device, musical instrument or similar device in or upon any vehicle or premises of UP Express unless the sound therefrom is conveyed to that guest by an earphone at a sound level that does not disturb other guests.
- No guest shall expectorate in or upon any vehicle or premises of UP Express, or urinate or defecate on UP Express property except in facilities intended for such activities.

- No guest shall place him or herself in a position or perform an action likely to interfere with the operator of an UP Express vehicle having proper control of the vehicle or likely to obstruct the vision of the operator.
- No guest shall, without authorization, handle or operate any part of the mechanical, electrical or electronic equipment of any vehicle or any part of the UP Express System except devices that are intended for guest use, and then only in accordance with posted instructions.
- No guest shall interfere with or activate the passenger assistance or emergency alarm devices on UP Express vehicles or property without reasonable cause.
- No guest shall (i) use profane, insulting or obscene language, (ii) behave in an indecent or offensive manner, (iii) fight, or (iv) interfere with the ordinary enjoyment of UP Express vehicles or property.
- Every guest shall remain behind the platform safety markings until it is safe to enter or leave UP Express vehicles.

10. **BAGGAGE**

- UP Express will normally accept accompanied luggage on the UP Express provided it meets the following criteria:
 - Will not cause injury, danger or inconvenience, damage to property or delay to trains;
 - There is enough room for it; and
 - It does not exceed 158 cm in overall dimensions (length plus height plus depth); and
 - It does not exceed 23-32kg (50-70lb); and
 - It is carried or packaged in a suitable manner.
- UP Express reserves the right to refuse luggage even if it has been accepted on a previous occasion or is normally accepted.
- If you bring any luggage onto UP Express trains or premises, you will be responsible for any injury, damage or loss caused by it as a result of its condition or your failure to take reasonable care of it.
- Larger baggage items, including sporting equipment such as bicycles (provided they are packed) skis and golf bags, and various musical instruments are to be placed in available oversized baggage storage spaces if the size permits.
- No powered or motorized vehicles will be carried with the exception of wheelchairs, which will be carried free of charge.
- UP Express is not responsible for any lost, damaged or tampered with baggage.
- UP Express staff may refuse passage to any guest with baggage that:
 - Is in violation of the Canadian Air Transport Security Authority (CATSA) guidelines. For more information on CATSA, visit www.catsa-acsta.gc.ca;
 - UP Express staff feels may pose a risk to other guests; and/or
 - Is in violation of UP Express posted baggage policy (see www.upexpress.com).

- Guests are permitted to have others (without a ticket) assist them with baggage to board the train, assuming they leave the train before time of departure and are in compliance with guest policies. Guests are, however, responsible for their baggage throughout the duration of the trip and upon disembarking. Porter service is only available at Toronto Pearson International Airport in terminals 1 and 3. For more information, please visit www.torontopearson.com/.

11. **PRIVACY POLICY AND AUTHORIZATION FOR INFORMATION SHARING**

You agree that any information provided in connection with the use of UP Express may be collected, used and disclosed in compliance with the Metrolinx Privacy Policy. The Metrolinx Privacy Policy can be accessed by visiting the UP Express website at www.upexpress.com (the “UP Express Website”). You hereby certify that all information provided by you to UP Express is correct and that you will notify UP Express in the event of any changes to such information.

You authorize UP Express to share all such information and data with its service providers and otherwise as provided in the Metrolinx Privacy Policy.

12. **CHANGES TO THIS AGREEMENT**

UP Express may amend the terms and conditions of this Agreement at any time, including any rights or obligations you or we may have. UP Express will post the Terms and Conditions of the amended agreement on the UP Express Website. As permitted by applicable law, any amendment will become effective at the time we post the amended agreement on our website or as otherwise stated in our notice to you. unless we state otherwise, the amendment will apply to your future and existing use of UP Express. You are deemed to accept the amendments if (1) you do not notify us to the contrary in writing within twenty (20) days of the date of our notice or such other time specified in the notice, or (2) you use UP Express after such notice period.

13. **DISPUTE RESOLUTION**

If you have any questions or concerns, please feel free to contact UP Express Guest Services.

You agree that you will not join your claim with any other person’s claim and you expressly agree to waive any right you may have to begin or participate in any class action or proceeding against us and/or such parties, and you also agree to opt out of any class action or proceeding against us or such other parties.

14. GENERAL

Assignment

UP Express may assign this document at any time without further consent. You may not assign the obligations or benefits of this Terms and Conditions.

Severability

The invalidity of any term or terms of this document shall not affect any other term of this document, which shall remain in full force and effect.

Language

It is the express wish of the parties that this document and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

Governing Law

This document shall be governed by the laws of the Province of Ontario, and the parties irrevocably attorn to the jurisdiction of the courts of the Province Ontario.

Please note that these Terms & Conditions are subject to change. Always check www.upexpress.com for the most up to date Terms & Conditions.

15. DEFINITIONS

“Agent” means a travel agent, a Train Company, a Rail Service Company, Union Pearson Express or any agents acting on behalf of UP Express.

“Courtesy Ticket” means a paper based ticket issued to guests upon time of inspection by a Guest Services Representative. Guests must meet specific criteria as outlined above.

“E-Tickets” refers to tickets purchased online from www.upexpress.com. These tickets can be printed and/or displayed on a mobile device for inspection purposes.

“GO Transit” means the regional public transit service provider for the Greater Toronto and Hamilton Area. GO Transit is an operating division of Metrolinx, an agency of the Government of Ontario.

“GTAA” means the Greater Toronto Airports Authority, responsible for operations at Toronto Pearson International Airport.

“Guest” means any passenger or customer using UP Express System.

“Guest Services Representative” is an agent that works solely on the UP Express system.

“Metrolinx” means the agency of the Government of Ontario that, under the Metrolinx Act, 2006, coordinates and integrates all modes of transportation in the Greater Toronto and Hamilton Area.

“Paper tickets” refers to tickets purchased at a ticket vending machine, at a ticket counter, through a mobile Guest Services Representative, or on-board the train, and expire one (1) hour from time of purchase unless otherwise indicated.

“Proof of Age” means identification including government-issued photo ID, passport or any other reasonable proof of age document which bears the guest’s photo, name and birth date.

“Support Person” means a Guest who is accompanying a person with a disability and who assists with communication, mobility, vision, personal care/medical needs or with access to goods, services or facilities. Support Person eligibility is at the discretion of UP Express staff.

“Ticket” means a paper use ticket (ticket purchased from: the Service counter, Ticket Vending Machine, a mobile Guest Services Representative, or onboard the train), e-ticket, or other fare medium (such as a PRESTO card) issued by UP Express.

“Transit Safety Officer” refers to the officer designated by Metrolinx for the purposes of enforcing the by-laws of that are applicable to Metrolinx and UP Express.

“UP Express” means the Union Pearson Express dedicated express rail service, connecting Toronto Pearson International Airport and Union Station in downtown Toronto, with stops at Weston and Bloor GO Transit stations. UP Express is an operating division of Metrolinx, an agency of the Government of Ontario.

“UP Express Staff” refers to Guest Services Representatives, Station Attendants, Transit Safety Officers, or any or all staff employed by UP Express and/or Metrolinx.

“UP Express System” means all trains (or other vehicles) and stations operated by or on behalf of UP Express including Toronto Pearson International Airport, Weston, Bloor and Union stations.