

# Conditions of Carriage

for travel on Metlink services



These conditions apply to passengers travelling on Metlink bus (including the On Demand Services and Airport Express Services), rail and ferry services provided by Operators appointed by Wellington Regional Council.

These conditions do not apply to any other passenger services in the Wellington region. The applicable terms for those services remain those that are published by the operators of those services on their websites or on tickets issued for those services.

July 2023

<https://www.metlink.org.nz/about/legal/conditions-of-carriage/>

<b>1. If you travel with us, you are bound by these conditions.....</b>	<b>4</b>
<b>2. We do our best to operate according to our timetables .....</b>	<b>4</b>
<b>3. Vehicle capacity and health and safety.....</b>	<b>5</b>
<b>4. Getting on and off bus services.....</b>	<b>6</b>
<b>5. Fares and tickets .....</b>	<b>6</b>
<b>6. Paying your fare and using a Snapper card .....</b>	<b>7</b>
<b>7. Concessions and discounts .....</b>	<b>8</b>
<b>8. Metlink On Demand service .....</b>	<b>10</b>
<b>9. A safe and comfortable Journey .....</b>	<b>12</b>
<b>10. Using a wheelchair or Mobility Aid on our Vehicles .....</b>	<b>14</b>
<b>11. Travelling with cycles, scooters, skateboards and similar equipment .....</b>	<b>14</b>
<b>12. Travelling with luggage.....</b>	<b>15</b>
<b>13. Travelling with children .....</b>	<b>15</b>
<b>14. Travelling with animals .....</b>	<b>16</b>
<b>15. Travelling in large groups.....</b>	<b>16</b>
<b>16. Ill health or accident while travelling with us.....</b>	<b>16</b>
<b>17. Lost property .....</b>	<b>16</b>
<b>18. Security and privacy.....</b>	<b>17</b>
<b>19. Filming and photography on Vehicles .....</b>	<b>17</b>
<b>20. Failure to comply with these conditions.....</b>	<b>17</b>
<b>21. Providing feedback.....</b>	<b>18</b>
<b>22. Our liability for loss or damage.....</b>	<b>18</b>

September 2023

**23. Definitions ..... 19**

## **1. If you travel with us, you are bound by these conditions**

- 1.1 These Conditions of Carriage form the basis of our contract with you if you travel with us, or you are on one of our buses, trains, or ferries (Vehicle(s)) or on any of our premises that form part of the Metlink public transport network.
- 1.2 You agree to, and are bound by, these conditions as well as the conditions of use specified on paper tickets (where applicable), and terms specified on the Metlink website when you choose to travel on the Metlink public transport network by boarding one of our Vehicles, or if you are on one of our Vehicles or any premises used as part of the Metlink public transport network, for any other purpose.
- 1.3 These conditions may change from time to time. Go to: <https://www.metlink.org.nz/about/legal/conditions-of-carriage/> for the current version.
- 1.4 Metlink Staff are required to ensure that these conditions are adhered to and where relevant may exercise discretion in ensuring that these conditions are complied with on our behalf.
- 1.5 We take our obligations under relevant consumer laws seriously and strive to meet the guarantees applicable to our services under the Consumer Guarantees Act 1993. These guarantees are that the transport service you receive will be carried out with reasonable care and skill and will be reasonably fit for its purpose. Subject to paragraph 1.6, nothing in these conditions affects any of our obligations or your rights under the Consumer Guarantees Act 1993.
- 1.6 If you are using our services for business purposes, you agree that the provisions of the Consumer Guarantees Act 1993 do not apply.
- 1.7 Various terms are defined in Section 23 of this document.

## **2. We do our best to operate according to our timetables**

- 2.1 Our timetables (available at <https://www.metlink.org.nz/#timetables> visible by entering the route number or using the journey planner) show scheduled arrival and departure times. The timetables may change from time to time including during planned service disruptions or route diversions. You should always refer to the latest timetables when planning your Journey. We always try to run reliable and punctual services according to these timetables. However, departure and arrival times are not guaranteed.
- 2.2 The scheduled arrival or departure times of services are shown at many stations and stops across the network via our Real Time Information (RTI) message boards or on physical boards or printed timetables. While we do our best to provide accurate information about our services, departure and arrival times shown on RTI signs and on the printed timetables are not guaranteed.
- 2.3 Sometimes our services may be disrupted and not run according to our published timetables. These are “unplanned service disruptions”. The cause of these unplanned service disruptions may be within or outside our control. Examples of causes outside of our control include: adverse weather conditions; tides; traffic conditions; the condition of road and rail infrastructure; accidents; mechanical, electrical or communications failures; safety concerns; power failures; fuel shortages; disasters; emergencies and industrial action.
- 2.4 If there is an unplanned service disruption, we will do our best to:
  - a. tell you why;
  - b. keep you informed about service changes during your Journey; and

- c. provide information about disruptions and service changes via the Metlink website (<https://www.metlink.org.nz/alerts/>), RTI signs and other communication channels.
- 2.5 Some service disruptions are planned or are known in advance, for example disruptions to accommodate maintenance work, certain road closures, diversions, and trials. These are “planned service disruptions”. We will provide you with information on planned service disruptions (via the link in clause 2.4, RTI signs and other communication channels).
- 2.6 If service disruptions occur, we may use a different Vehicle, change timetables or routes, or stop or cancel Vehicles. If the service disruption is unplanned, then we may do these things without giving you or other customers advance notice.
- 2.7 Where the causes of any service disruptions are within our control, we will try to remedy the service disruption within a reasonable time, including by trying to provide replacement services. We will try to ensure that any replacement services we provide depart from, and stop as close to, the scheduled stops as is lawful and safe, and run as close as reasonably practicable to the scheduled times, however, you should be aware that we may not always achieve this. In addition, replacement services may be provided using a different type of Vehicle or a Vehicle with different passenger, cycle or luggage capacity.
- 2.8 You have rights of redress under the Consumer Guarantees Act 1993 if we have not met the guarantees applicable to our services under the Consumer Guarantees Act 1993, which are:
  - a. that the transport service you receive will be carried out with reasonable care and skill; and
  - b. that the transport service will be reasonably fit for its purpose.
- 2.9 Under the Consumer Guarantees Act 1993 you may have the right to a partial or full fare refund in relation to unplanned service disruptions unless the service disruption was due to:
  - a. causes beyond our control; or
  - b. an act, default, omission, or representation made by a party other than us or our agents.
- 2.10 We will consider your request for a fare refund in relation to a service disruption where we have not met the guarantees applicable to our transport services. If you believe you are entitled to a refund, please contact Metlink at: <https://www.metlink.org.nz/about/contact-us/>, or email: [info@metlink.org.nz](mailto:info@metlink.org.nz), or phone: 0800 801 700.

### **3. Vehicle capacity and health and safety**

- 3.1 We try to provide appropriate Vehicle capacity on our services, but there may be occasions when a Vehicle reaches its passenger capacity limit, or a limit required under public health direction. If a Vehicle is full, you may be refused entry to board it, and in some cases, it may not stop to pick up waiting passengers.
- 3.2 We may refuse you entry to, or require you to leave, our Vehicles at any time for health and safety reasons.
- 3.3 In some instances, Metlink may be required under public health direction to advise passengers on other public health measures that are recommended or required under an order from the Director General of Health.

#### **4. Getting on and off bus services**

- 4.1 You must ensure that you are clearly visible to the driver at your bus stop or pick up point.
- 4.2 You must get on and off the bus only at designated bus stops, unless the bus service is a “hail and ride” service or a “Metlink On Demand” service. Drivers will stop only where it is safe and legal to do so.
- 4.3 If there are passengers waiting to get off the bus, you must let these passengers get off before you get on the bus.
- 4.4 You must not stand on the steps of the bus or in any area marked as “no standing area” (e.g. beside the driver) while the bus is moving.
- 4.5 School students using any school bus service must use the front door of the bus to get on the bus. When the bus has stopped at a school at the end of a school bus route, students may get off via either the front or back door.

#### **5. Fares and tickets**

- 5.1 You must have a valid Ticket or proof of entitlement to travel on our services. You must keep your Ticket safe, undamaged and unaltered for the whole of your Journey and present it on request for validation by Metlink Staff. Otherwise, you may be required to pay another fare or asked to leave the Vehicle. You will not be eligible for a refund should you later find a missing Ticket.
- 5.2 Metlink reserve the right to vary or change the Terms and Conditions of any Ticket including their availability and validity for any or all parts of the Metlink public transport network. Changes to the availability and conditions of any Ticket, and relevant transition guidance, will be communicated via our website (<https://www.metlink.org.nz/tickets-and-fares/>) and other communication channels.
- 5.3 Each Ticket is valid under its own Terms and Conditions as specified on paper tickets, the Metlink or ticketing suppliers’ website (link in clause 5.2), and these conditions.
- 5.4 Metlink tickets are subject to the Metlink Refund Policy at the following link: <https://www.metlink.org.nz/about/legal/refund-policy/> and are non-refundable unless otherwise specified on the Metlink website (link in clause 5.2) or on the back of paper tickets. For a limited period (including during planned changes to fares and/or tickets) paper tickets may be issued with a mark (e.g. a stamp) that indicates an expiry date or any other changes to the Terms and Conditions of the ticket required for the planned change.
- 5.5 You must pay the correct fare for your entire Journey in accordance with the Metlink fare schedule, the conditions of use printed on tickets and specified on the Metlink website (link in clause 5.2) and these conditions.
- 5.6 Information about Metlink fares including how fares are calculated, fare zones, fare types, concessions, Ticket prices and how and where Metlink tickets can be purchased are set out on the Metlink website (link in clause 5.2).
- 5.7 Where available, you can buy paper tickets on board our Vehicles with cash. However, most Tickets (including Snapper cards and period passes, and the credit stored on Snapper Cards) need to be purchased or in the case of a Snapper product, topped up in advance. Cash fares and some fare products may not be available on some services. EFTPOS facilities are not available on our Vehicles unless otherwise specified for the service. Information on the Metlink fare schedule,

fares and how Tickets are purchased is available on our website (link in clause 5.2).

- 5.8 Off-peak hours are between 9am and 3pm and after 6:30pm on weekdays; and all day on weekends and public holidays. These are also the hours for free travel on SuperGold Cards on designated services. Where applicable, bus Trips on early morning services before 7am are off-peak. Off-peak discount is not available on ferry services and the Airport Express Services, where special Airport service fares apply.
- 5.9 You may purchase a cash or prepaid Ticket for another person or give your Ticket to another person. In either case, the new holder of the Ticket will be the lawful holder, and will be bound by these conditions, any conditions of use specified on paper tickets, and the Metlink website (link in clause 5.2) <https://www.metlink.org.nz/tickets-and-fares/>.
- 5.10 You may not travel on a Vehicle beyond the point for which you have paid a fare or beyond the time for which your Ticket is valid, or otherwise evade or attempt to evade paying the fare for your Journey. If you continue to travel, you will be required to pay another fare or to leave the Vehicle.
- 5.11 If you have a Ticket that allows you to change Vehicles, you may start, or break and resume, a Journey at any station or bus stop, as long as the Ticket you hold is valid for the services you want to use and under the terms and conditions of the Ticket that allows transfer between eligible services at no extra cost.

If you are using the stored value on your Snapper card and have to change from one train to another to complete your Journey on the same line, you may be eligible for a transfer discount for your entire Journey, subject to the terms and conditions for Journey-based fares specified on the Metlink website (link in clause 5.2)at: <https://www.metlink.org.nz/tickets-and-fares/>.

- 5.12 Journey-based fares are not available for Journey's that involve transfers between Metlink trains and buses (including buses replacing trains) or Journey's that involve multiple rail lines or transferring between ferry services, unless you are using a Ticket that allows free or discounted transfers between Metlink services under the Terms and Conditions specified for the Ticket.
- 5.13 Period passes or Free Travel Passes allow an unlimited number of Trips and transfers between eligible services subject to the terms and conditions specified for the pass.

## **6. Paying your fare using a Snapper card**

- 6.1 Snapper Card is the preferred method of fare payment for travel on Metlink services for which the Snapper payment system is available.
- 6.2 Where you wish to pay by cash, it is preferred that you pay the exact amount. Bus drivers have a limited cash float and may not be able to provide change. If correct change cannot be given, you may still travel with Us but the driver will hold your cash, issue you a "discretionary ticket", and ask you to approach them again before leaving the bus to check if the correct change has become available. If the correct change is still not available when you check back with the driver, the driver will return your original cash tendered in exchange for your discretionary ticket (including your name and phone number) and you may leave the bus without paying. We may follow up with you to recover the fare.
- 6.3 If you are using a Snapper Card, the card must be loaded with a valid travel pass or a stored value of at least the minimum permissible fare amount for the Trip you wish to take at the initial tag-on. Otherwise, you may not be able to use your card to travel with us and you may be required to pay another fare or leave the Vehicle.

- 6.4 When using a Snapper Card, you must validate your travel at the start of your Trip by tagging on, and at the end of your Trip by tagging off.
- 6.5 Some Journey's involving transfers between trains or between trains and buses replacing trains may require tagging on at the first stop or station and tagging off at the last stop or station of the Journey. The terms and conditions for transfers are set out on the Metlink website at: <https://www.metlink.org.nz/tickets-and-fares/>
- 6.6 On Metlink buses, you may be able to request the driver to allow for multi-passenger 'tag-on' on the same Snapper Card. The driver will manually enter the amount of people to be tagged on before you tag your Snapper Card. The multi-passenger tag on is not available for group travel on Metlink trains or On Demand services and may not be allowed for some concession types. Multi-passenger tag on is not available on Green Snapper card with an active Free Child Pass. Some Metlink passes or ferry Tickets may allow more than one passenger to travel together under the Terms and Conditions specified for the Ticket. Multi-passenger tag on is subject to the conditions specified on the Metlink website at: <https://www.metlink.org.nz/tickets-and-fares/>
- 6.7 Unless a Snapper pass allows more than one person to travel together on a single Snapper card (for example Metlink Explorer day pass with Snapper), each person getting on a train must either use their own Snapper Card or where applicable, pay for the Trip with another valid payment method.
- 6.8 When using a Snapper Card, if you do not tag off at the end of your Trip, a "Default fare" may be applied to your card and any free or discounted transfers onto the next service will not be available. The "Default fare" may vary for buses or rail trips and in the case of rail trips depending on where the Trip starts and direction of the trip.
- 6.9 For passengers with a Concession, the "Default fare" will be at the applicable concession fare. "Default fares" are subject to the conditions specified on our Website at: <https://www.metlink.org.nz/tickets-and-fares/>.
- 6.10 When using a travel pass (including a Free Travel pass) loaded on a Snapper Card, the pass will not work if the card's stored value has a negative balance.
- 6.11 Journey-based fares are available on certain Metlink services when the fare is paid with a Snapper Card, subject to the Terms and Conditions specified on the Metlink website at: <https://www.metlink.org.nz/tickets-and-fares/>.
- 6.12 When using a Snapper Card, you are subject to the Terms and Conditions set out by Snapper: <https://www.snapper.co.nz/terms-and-conditions/>

## **7. Concessions and discounts**

- 7.1 We have a range of discounted or free fares, and travel concessions. Not all concessions are available on all services. Concessions and discounts are available for eligible groups subject to the Terms and Conditions set out on our website at: <https://www.metlink.org.nz/tickets-and-fares/>.
- 7.2 Aged-based concessions or free travel entitlements only apply to eligible passengers meeting the age requirement for the concession or free travel entitlement. Unless otherwise stated for a discounted or free travel entitlement, if you are travelling on a concession fare you must present to Staff a valid Ticket and proof of entitlement that you are entitled to the concession fare every time you board a Vehicle or whenever requested to show your Ticket during your Journey. If you do not, you may have to pay the required fare or leave the Vehicle.
- 7.3 From time to time, we may change fares or tickets or run certain initiatives or promotions which



may be restricted to certain services, times, fare and payment types and be subject to such terms and conditions as we advise through Metlink communication channels including the Metlink website at: <https://www.metlink.org.nz/>.

- 7.4 Fares and concessions provided under national schemes are subject to the terms and conditions set under the scheme and availability of funding support from central Government.
- 7.5 As of 1 April 2023, off-peak discount and concessions have a cumulative effect whereby you will get the off-peak discount on each concession that you are entitled to subject to the Terms and Conditions specified on the Metlink website at <https://www.metlink.org.nz/tickets-and-fares/>
- 7.6 Unless otherwise stated in the Terms and Conditions for a discounted product or concession or in these conditions, for all peak periods, only one fare discount or concession applies at a time for any Trip or Journey. Fares are limited to those set out at: <https://www.metlink.org.nz/tickets-and-fares/>.
- 7.7 An off-peak discount is only available when the fare is paid using stored value on Snapper Card. Off-peak discounts may not apply on some services and is not available on On Demand, Airport Express and ferry Services.
- 7.8 Children aged under 5 years are eligible for free travel on our Vehicles at all times when accompanied by another passenger aged ten years or older.
- 7.9 Free travel entitlement for children aged 5 to 13 years old inclusive is only available with a valid Free Child Pass loaded on a Green Snapper card and subject to the Green Snapper card having the minimum balance loaded and the card holder correctly tags on and off for each trip, otherwise an applicable child fare may apply.
- 7.10 School children who meet certain eligibility criteria may travel on a Child Concession. This concession is not available on Metlink On Demand services. For details refer to: <https://www.metlink.org.nz/getting-started/tickets-and-fares/cards-and-passes/child-fares/>.
- 7.11 Full-time and limited full-time tertiary students that meet certain eligibility criteria may travel on a Tertiary Concession. This concession is not currently available on Metlink On Demand services. For details refer to: <https://www.metlink.org.nz/getting-started/tickets-and-fares/cards-and-passes/tertiary-concessions/>.
- 7.12 SuperGold Card holders are entitled to free travel on designated services during the off-peak and in accordance with the SuperGold Card eligibility rules. For details refer to: <https://www.metlink.org.nz/getting-started/tickets-and-fares/cards-and-passes/supergold-card/>.
- 7.13 Total Mobility Card holders and members of the Blind Low Vision NZ who meet certain eligibility criteria may travel on an Accessible Concession. This concession is not currently available on Metlink On Demand services. For details refer to: <https://www.metlink.org.nz/getting-started/tickets-and-fares/cards-and-passes/accessible-concession/>.
- 7.14 Passengers travelling on an Accessible Concession are entitled to have a Carer to accompany them for the duration of their Journey, at no cost. Any Carer wishing to accompany a passenger on an Accessible Concession on a Metlink On Demand service is currently required to be booked onto and pay for the service.
- 7.15 As of 1 July 2023, Community Services Card holders who meet certain criteria are entitled to a 'Connect Concession'. For details refer to the Metlink website at the following link: <https://www.metlink.org.nz/>.
- 7.16 As of 1 September 2023, passengers under 25 years old who meet certain criteria are entitled to 'Connect Concession'. For details refer to the Metlink website at the following link:

<https://www.metlink.org.nz/> .

## 8. Metlink On Demand service

The Conditions in this section apply to all passengers booking and using a Metlink On Demand service and should be read in conjunction with the Metlink On Demand Terms and Conditions <https://www.metlink.org.nz/about/ondemand/>. If there is any inconsistency between these Conditions and the Metlink On Demand Terms, these Conditions take precedence.

### Definition

- 8.1 The Metlink On Demand Service operates between the hours set out on the Metlink website <https://www.metlink.org.nz/about/ondemand/>. Pickup and drop-off times will vary on each Journey.

### Using the Metlink On Demand Service

- 8.2 All passengers intending to use the Metlink On Demand Service must be booked onto the service using the Metlink On Demand App prior to boarding.
- 8.3 Hailing and 'hop on' are not available. This means the Metlink On Demand Service will not stop to pick up passengers who have not booked for the service.
- 8.4 All passengers must be seated for the Journey on the On Demand Vehicles. Once a Vehicle is full, the Metlink On Demand App will not allow additional passengers on that Vehicle.
- 8.5 Metlink cannot guarantee that the Metlink On Demand Service will drop passengers to their preferred connecting Trip or Journey prior to the connecting Trip or Journey leaving the drop off location.
- 8.6 In addition to the conditions set out under clause 20, causing issues or concerns for Metlink On Demand services repeatedly (including repeated 'no shows') may result in the passenger being banned or trespassed from the service.

### Booking / Cancelling

- 8.7 All bookings must be made through the Metlink On Demand App. To download the Metlink On Demand App visit: <https://www.metlink.org.nz/about/ondemand/> .
- 8.8 Anyone who has not booked through the Metlink On Demand App may be refused entry to the Vehicle.
- 8.9 Metlink will make reasonable efforts to Pickup and drop off passengers at the booked time. However, timing may vary depending on other factors and therefore Metlink does not guarantee exact departure and arrival times.
- 8.10 Bookings must be made within the minimum time required for the service before Pickup as specified on the Metlink website: <https://www.metlink.org.nz/news-and-updates/plans-and-projects/metlink-on-demand-pilot-tawa-suburb/> .
- 8.11 Passengers may cancel their booking up to 5 minutes prior to the booked Pickup time.
- 8.12 Multiple passengers can be booked onto a Ride. The number of passengers able to be booked is specified on the Metlink website <https://www.metlink.org.nz/about/ondemand/>. The cost for all passengers will be applied to the Account of the passenger that booked the service.

- 8.13 For group bookings, only one Destination can be booked. Multiple drop off locations are not supported.
- 8.14 A person can book a Ride for another passenger. The person booking is responsible for payment.
- 8.15 Passengers can only book one Ride through the Metlink On Demand App at a time.
- 8.16 Any passenger who books a Reserved Ride, then fails to appear for the service within one minute after the Vehicle has arrived will forfeit that payment. This minute is measured from the booked Pickup time or the arrival of the vehicle after the booked Pickup time. The Vehicle is required to continue the Journey one minute after arrival at the Pickup Location to ensure that other passengers are not inconvenienced.
- 8.17 Should a Vehicle arrive early to the Pickup Location, the Vehicle will continue the Journey no earlier than the estimated time of arrival at your assigned Pickup Location.
- 8.18 Repeated 'no shows' may result in a suspension of the relevant Account and/or incur extra charges.
- 8.19 The Metlink contact centre cannot assist with booking rides on behalf of passengers. The Metlink contact centre can provide general information, direction to the website and the Metlink On Demand App. Metlink contact centre: 0800 700 801.

#### **Fares**

- 8.20 The Ride Fare is a special fixed fare that each passenger 5 years and older pays for a single Trip. The fare price is specified on the Metlink website: <https://www.metlink.org.nz/news-and-updates/plans-and-projects/metlink-on-demand-pilot-tawa-suburb/>.
- 8.21 SuperGold card holders are entitled to their concession as set out in clause 7.9 SuperGold card holders may travel for free during off-peak periods. Travel during peak periods will require payment of a Ride Fare.
- 8.22 Children under the age of 5 years old may travel free of charge at any time as set out under clause 7.6 and clause 13.1 of this Conditions of Carriage. Children under 5 must be booked onto a Ride prior to boarding.
- 8.23 No other Metlink concessions or discounts currently apply to travel using the Metlink On Demand Service.
- 8.24 Payment of a Ride Fare is currently only available through an Account established through the Metlink On Demand App. No other payment options (including cash on board, tickets, or Snapper) are currently available.
- 8.25 There are no transfer tickets currently available from Metlink rail, bus or ferry services to the Metlink On Demand Service and vice versa.
- 8.26 Subject to clauses 8.15 and 8.16, a Ride Fare will apply to each passenger travelling in a group. The passenger who makes the booking is responsible for payment of all the passengers travelling in their group.
- 8.27 Ride Fares are final and non-refundable, unless otherwise determined by Metlink (in its sole discretion) or where you have a right to a full or partial refund under the Consumer Guarantees Act 1993. Any refunds will be applied to the passenger's Metlink On Demand account only.
- 8.28 Visit the Metlink website for fares and information on other public transport services: <https://www.metlink.org.nz/getting-started/tickets-and-fares/>

## **Mobility & Access**

- 8.29 The Metlink On Demand App has an option to indicate whether a wheelchair accessible service is required. Passengers must request a wheelchair accessible service if required using the Metlink On Demand App.
- 8.30 Vehicles providing the Metlink On Demand Service have capacity for one wheelchair per Ride. First booked, first served.
- 8.31 For guidance only: Wheelchairs, some mobility scooters and larger style pushchairs can be carried on On Demand Vehicles with the following measurements as a guidance for what can be carried:
- a. Maximum length: 1200mm.
  - b. Maximum width: 700mm.
  - c. Maximum weight: 300kg (combined weight of wheelchair and user).
- 8.32 Transport mobility devices, including powered mobility scooters and Segway's, that exceed these dimensions and weight restrictions are not classed as a wheelchair and may not be able to be carried due to their dimensions and restricted maneuverability.
- 8.33 There may be limited mobility and access to the Metlink On Demand Service depending on the Pickup Location and Destination. Where possible, a driver will endeavor to stop and accommodate those who require assistance to board or disembark the service.
- 8.34 Pickup Locations and Destinations will vary depending on where the Vehicle is coming from, your location, and accessible / safe places for the Vehicle to stop. Pickup Locations and Destinations will be virtual and have no signage present. For virtual stops, the location of parked cars, or other objects blocking access to the virtual stop may mean the bus cannot stop safely or legally at the exact Pickup Location or Destination specified in a Ride Proposal.
- 8.35 The Metlink On Demand App will specify and direct a passenger to a nearest Pickup Location.
- 8.36 Refer to section 10 in the Conditions of Carriage for further information on Mobility and Access on Metlink services.
- 8.37 Refer to section 12 in the Conditions of Carriage for information on bringing luggage on-board.
- 8.38 Refer to section 14 in the Conditions of Carriage for information on service animals and pets on-board.

## **9. A safe and comfortable Journey**

- 9.1 So everyone can travel comfortably and safely, you are encouraged to:
- a. Be courteous to fellow passengers
  - b. Sit down if a seat is available
  - c. Offer your seat to someone who needs it more than you, for example, older people, pregnant women or people with a disability or who have mobility difficulties or other people that may be considered vulnerable
  - d. Not place bags or other items on seats at times when seating is limited, particularly at peak
  - e. Only play music using headphones, and at a volume that does not disturb other passengers
  - f. Take your rubbish and belongings with you when you leave the Vehicle

- g. Move as far as can be reasonably expected towards the back of buses when you are standing.
- 9.2 You must obey all notices and co-operate with, and follow all instructions from Metlink Staff.
- 9.3 We encourage you to interact with Metlink Staff, but you must minimise contact with the bus driver while the bus is moving, except in an emergency.
- 9.4 If there are no seats available or you choose to stand, you must hold onto a fixed object such as a pole, seat-back or strap while the Vehicle is moving. You may not stand:
- a. Where you might obstruct others from entering or exiting the Vehicle
  - b. On the upper deck or staircase of a double-deck bus
  - c. In any area marked as a “no standing” area.
- 9.5 If you are sitting on a seat in a wheelchair space, pram storage area, or cycle storage area, you must vacate the seat if the space or area is needed for a wheelchair, pram or cycle, as these areas are specifically designed for these purposes. Similarly, you must remove scooters, skateboards and similar devices from these areas if the space is needed for a wheelchair, pram or cycle.
- 9.6 You must not carry onto our Vehicles or pack in any luggage any dangerous articles, including but not limited to weapons, compression gases, corrosives, explosives, flammable liquids and solids, radioactive materials, oxidising materials, poisons and infectious substances.
- 9.7 The following activities or behaviours are not allowed on our Vehicles:
- a. Distracting or obstructing the driver
  - b. Interfering with any equipment on the Vehicle
  - c. Using emergency equipment or emergency exits, except in an emergency
  - d. Putting feet or footwear on Vehicle seats
  - e. Using offensive language
  - f. Smoking or using e-cigarettes (or other similar “vaping” devices)
  - g. Carrying any weapon or any noxious or illegal substance
  - h. Damaging, soiling, littering or misusing any part of the Vehicle
  - i. Throwing anything in or out from the Vehicle
  - j. Doing anything illegal
  - k. Distributing anything, offering anything for sale or collecting for charity
  - l. Doing anything which endangers or causes discomfort or offence to any other person.
- 9.8 You may not get on any of our Vehicles wearing (or wear while travelling) any motorcycle helmet, ski mask or any type of headgear which conceals your face unless you are wearing the headgear for religious, medical, or public health reasons.
- 9.9 If another passenger is not complying with these conditions, please tell one of Metlink Staff. At their discretion they may advise the passenger what they need to do to comply or take other appropriate action.
- 9.10 If you notice any suspicious activity or unattended luggage, please tell Metlink Staff as soon as possible.
- 9.11 Metlink recognises the impact COVID has on our Metlink network and the requirements for passengers. We expect all passengers to follow the requirements set out by the New Zealand Government and Metlink relating to COVID for public transport.

9.12 BUS: You may drink on our Vehicles, provided that drinks are in a container with a lid (to prevent spillage) and are non-alcoholic. Eating is not permitted on our Vehicles, unless you need to due to a medical condition, in which case only cold food is allowed.

9.13 RAIL: You may eat and drink on our Vehicles, provided that only cold food is consumed; and drinks are in a container with a lid (to prevent spillage) and are non-alcoholic.

## **10. Using a wheelchair or Mobility Aid on our Vehicles**

10.1 We are committed to making public transport an easy and convenient experience for people with disabilities. Metlink's Accessibility Charter can be found at: <https://www.metlink.org.nz/getting-started/accessibility-guide/metlink-accessibility/> Information about the services available on our Vehicles is in the Metlink Accessibility Guide available at: <https://www.metlink.org.nz/getting-around/accessibility-guide/>

10.2 Space is limited, so wheelchairs or Mobility Aids are accepted on a first-come, first-served basis as capacity allows.

10.3 If you use a wheelchair or Mobility Aid while travelling with us, you must comply with the requirements identified in the Accessibility Guide. Once your wheelchair or Mobility Aid is in the wheelchair area on our Vehicles, the brakes must be applied and the power (if applicable) must be switched off.

10.4 BUS: All Metlink bus services are wheelchair accessible. However, dimension and weight conditions apply, and wheelchair users who can't board buses without help must have their own Carer who can assist them with boarding. Some Mobility Aids are not allowed on Metlink buses due to their size and weight. At times, a Metlink branded bus may not be available for bus replacement services. Some bus replacement services will not be accessible for wheelchairs or Mobility Aids. For further information go to: <https://www.metlink.org.nz/getting-around/accessibility-guide/>

10.5 RAIL: All Metlink train services are accessible to wheelchairs and Mobility Aids, with allocated parking areas and securing belts. Note that:

- a. In some situations, wheelchair users need to have a Carer
- b. Buses replacing trains can't always carry wheelchairs or Mobility Aids
- c. Some stations may be inaccessible or challenging to access with wheelchairs and Mobility Aids
- d. Dimension, weight and maneuverability conditions apply
- e. For further information go to: <https://www.metlink.org.nz/getting-around/accessibility-guide/>

## **11. Travelling with cycles, scooters, skateboards and similar equipment**

11.1 Cycles, scooters, roller skates, skateboards and similar equipment may generally be carried on our Vehicles, so long as they:

- a. Do not unduly interfere with other customers
- b. Are not used, operated, or worn whilst on board our Vehicles
- c. Are not likely to cause injury to anyone or damage to any property.

11.2 Except as set out at clause 22.1, we are not liable for loss or damage to cycles, scooters, skateboards, similar equipment or any other property that you wish to travel with.

11.3 If you wish to travel with a cycle, scooter, skateboard or similar equipment on any of our Metlink Conditions of Carriage

Vehicles, check the Metlink guidelines to find out where and when that is possible at:

<https://www.metlink.org.nz/getting-started/travelling-with/bikes-and-scooters/>

#### 11.4 RAIL:

- a. Space on trains is limited, so cycles are accepted on a first-come, first-served basis as capacity allows
- b. When a rail service is replaced by buses and if capacity allows, cycles may be carried on a cycle rack if the bus is fitted with one, otherwise only folding cycles may be carried
- c. To determine if your cycle is allowed on a particular train service, visit:  
<https://www.metlink.org.nz/getting-started/travelling-with/bikes-and-scooters/>

#### 11.5 BUS:

- a. When carrying cycles on buses equipped with cycle racks:
  - i. Up to two cycles can be carried at a time on a first-come, first-served basis, as capacity allows
  - ii. You are required to load and unload your own cycle from cycle racks on our buses
  - iii. Cycles must only be loaded and unloaded when the bus has arrived and stopped at the front of the bus stop (including virtual stops for Metlink On Demand services). You must not stand behind another bus or in the general flow of traffic when loading or unloading cycles
  - iv. Cycles should weigh no more than 25 kg and should have a minimum wheel diameter of 41 cm (16")
  - v. If an electric cycle with a removable battery is to be carried, the battery must be removed and carried on board by the rider.
- a. Folding cycles carried inside buses must not exceed the dimensions of 82 cm long by 69 cm high by 39 cm wide.
- b. Cycles may not be carried on Metlink school bus services.

## 12. Travelling with luggage

12.1 We try to accommodate passengers travelling with luggage, but this is at the discretion of Metlink Staff and at your risk. You must follow all instructions given by Staff in relation to items brought onto a Vehicle.

12.2 Luggage must not block any emergency exits or other passengers' access on or off the Vehicle or movement inside the Vehicle.

12.3 Staff may refuse to carry any item if the available space for luggage is already full, or which they believe to be:

- b. Excessively large
- c. Hazardous or otherwise likely to cause injury to anyone or damage to any property
- d. Due to its nature or condition, likely to cause offence or discomfort to another passenger.

12.4 We do not carry unaccompanied luggage.

12.5 Except as set out at clause 22.1, we are not liable for loss or damage to your luggage or any other property that you wish to travel with.

## 13. Travelling with children

13.1 Children under 5 years old must be accompanied by a passenger who is at least 10 years old.



13.2 Our Vehicles have different capacity for carrying prams (including buggies and strollers). Check the Metlink guidelines to confirm the capacity for prams on the Vehicles that you will be using on your Journey. If you want to bring a pram on one of our Vehicles, you must comply with those guidelines. The guidelines are available at:

<https://www.metlink.org.nz/getting-started/travelling-with/children-and-prams/>

13.3 SCHOOL BUS SERVICES: Metlink School bus services may only be used by passengers travelling on a child concession fare e.g. school students. The exception to this is when Metlink, at its sole discretion, gives written permission for an adult to travel on a school bus service. This is generally only given for a specific purpose and/or timeframe.

#### **14. Travelling with animals**

14.1 You may travel on our Vehicles with your certified disability assist dog (as defined in the Dog Control Act 1996).

14.2 You must comply with reasonable instructions from Metlink Staff regarding your disability assist dog. Disability assist dogs must travel on the floor of the Vehicle and not on your lap or on a seat.

14.3 Domestic pets are allowed to travel on our Vehicles as long as they are enclosed in a suitable pet carrier. The pet carrier must be stored securely in the available space for luggage or on the passenger's lap.

14.4 Passengers travelling with domestic pets are responsible for those pets, and other passengers' safety and must keep their pets under control while they are on our premises, or getting on or off or travelling on our Vehicles.

14.5 You may be refused entry to board the Vehicle or asked to leave the Vehicle with your domestic pet if the Vehicle is crowded; or, if in the Metlink Staffs opinion, the animal is causing or likely to cause a safety risk or nuisance to other customers.

14.6 Passengers travelling with domestic pets must travel during off-peak periods only.

#### **15. Travelling in large groups**

15.1 RAIL: If you wish to travel as part of a group of 10 or more people, we require 10 working days advance notice of your travel plans. Please call Metlink rail ticketing Staff on 04 462 1546 during business hours or email: [ticketing@transdevnz.co.nz](mailto:ticketing@transdevnz.co.nz). If we are not adequately notified, we may not be able to accommodate your group and may refuse entry to some or all of your group on the service that you wish to use. Nevertheless, there is no guarantee that we will be able to accommodate your group, even if you do advise us in advance.

15.2 BUS: We encourage larger groups to travel during off-peak periods. This is to minimise the possibility that we may not be able to accommodate your group and may refuse entry to some or all of your group on the service that you wish to use.

15.3 Large school groups (10 or more students) must be supervised by responsible adults.

#### **16. Ill health or accident while travelling with us**

16.1 Tell Metlink Staff immediately if you become unwell, or injure yourself getting on or off or travelling on our Vehicles. You may also tell us through our website or by email, letter or telephone. Go to: <https://www.metlink.org/about/contact-us/>.

#### **17. Lost property**



17.1 Let us know if you lose any property while travelling with us. What we do with property found on our Vehicles and how you can get it back (if it is found), is set out on: <https://www.metlink.org.nz/about/lost-property/>.

## **18. We cannot accept any responsibility or liability for anything left on any of our Vehicles in any circumstances. Security and privacy**

18.1 We strive to ensure you feel safe using the public transport network. Camera surveillance operates on some of our premises and Vehicles for reasons including deterring, detecting, and collecting evidence for the prosecution of individuals involved in criminal events, objectionable behaviors, and safety incidents whilst using public transport or on Greater Wellington property. Refer to Metlink's CCTV policy for more information: <https://www.metlink.org.nz/about/legal/security-cameras/>.

18.2 Enquiries relating to camera surveillance images or information should be addressed to Metlink at [info@metlink.org.nz](mailto:info@metlink.org.nz) or the relevant bus/ferry operator.

18.3 We may collect your personal information (including from camera surveillance and from your tickets, including Snapper Cards and monthly passes) for a number of purposes in connection with the provision of public transport services. For requests relating to your personal information contact [Privacy@gw.govt.nz](mailto:Privacy@gw.govt.nz).

18.4 Our Privacy Statement and Camera Surveillance Policy provide further details and can be found at: <https://www.metlink.org.nz/about/legal/> or you can contact us via email: [info@metlink.org.nz](mailto:info@metlink.org.nz) or phone: 0800 801 700.

## **19. Filming and photography on Vehicles**

19.1 If you wish to film or photograph while on any of our Vehicles or premises other than for personal use, you must seek prior written permission from us by phoning Metlink on 0800 801 700 or emailing: [info@metlink.org.nz](mailto:info@metlink.org.nz).

19.2 We discourage filming or photographing for personal use whilst on any of our Vehicles or premises where the footage collected includes passengers and/or Metlink Staff where their consent to be filmed or photographed has not been given.

## **20. Failure to comply with these conditions**

20.1 If you do not comply with these conditions, any conditions of use specified on paper tickets, and the terms specified on the Metlink website: <https://www.metlink.org.nz/getting-started/tickets-and-fares/> we may cancel your Ticket and require you to get off our Vehicle or leave our premises. If this happens, you will not be entitled to a refund.

20.2 In addition to anything else in these conditions, Metlink Staff at their discretion may not let you board a Vehicle or may require that you get off a Vehicle or leave our premises (as applicable), if they believe that:

- a. You are doing or have done anything that is not allowed under these conditions
- b. It is necessary for reasons of security or safety (yours or others)
- c. It is necessary due to your failure to observe our instructions
- d. It is necessary to prevent an illegal act
- e. Your conduct, age, physical state (including intoxication, impairment by drugs and level of hygiene) or the nature or condition of your luggage, may:

- i. Require special assistance that Metlink Staff are not able to provide
  - ii. Cause inconvenience to, discomfort to or objection from other passengers
  - iii. Create a hazard or risk to you, other people or property.
- f. You do not have a valid Ticket for your Journey, or you have evaded or are attempting to evade a fare
- g. You have previously evaded a fare or been involved with vandalising our Vehicles, premises or equipment
- h. Your conduct is inappropriate, or you are abusive towards Metlink Staff or other passengers or cause them any discomfort or offence.
- 20.3 You must get off a Vehicle or leave our premises (and take your luggage with you) when Staff ask you to.
- 20.4 If you have caused any damage or loss to our Vehicles or premises, or caused injury to any person, we may seek redress through appropriate legal channels.

## **21. Providing feedback**

- 21.1 We welcome queries, suggestions, complaints, compliments and other feedback as they help us to improve our services and to put things right when they have gone wrong. If you have any queries, suggestions, complaints, or other feedback you can contact us through our website or other communication channels, or by email, letter or telephone (Metlink service centre 0800 801 700). Go to: <https://www.metlink.org.nz/about/contact-us/> for all of our contact details.
- 21.2 In regard to any complaint you make about our services or other communication with us that requires investigation and/or resolution:
- a. Your personal information may be passed on to a third party, if we deem it necessary to do so, for the purpose of resolving the issues you raise
  - b. If you do not want your personal information to be passed on to a third party, you must specifically state this at the time of providing the information to us.

## **22. Our liability for loss or damage**

- 22.1 Where we have failed to meet the applicable guarantees under the Consumer Guarantees Act 1993 (as described in paragraph 2.9), in addition to your entitlement to a refund, we may be liable for any loss or damage incurred by you resulting from the failure to comply so long as that loss or damage was reasonably foreseeable.
- 22.2 Under the Contract and Commercial Law Act 2017, we may be liable for loss or damage to your property that you travel with on our services that results from intentional conduct or the gross negligence of Metlink Staff or employees.
- 22.3 Other than as described in paragraphs 2.10, 22.1 and 22.2 , we are not liable to you:
- a. For any losses, damage, costs, distress or inconvenience suffered by you or any other person, or loss or damage to any property
  - b. For any losses, damages, costs, distress or inconvenience if we:
    - i. refuse to allow you to travel
    - ii. refuse to allow you to travel with any luggage or other item

- iii. if our services depart early, arrive late, are cancelled or miss stops or terminate early
- c. For indirect or consequential loss not directly caused by a service disruption, e.g., if we cancel an Airport Express service and you miss your flight, then the cost of that flight is not a direct loss and will not be repaid by us.
- d. For any losses, damages, costs, distress or inconvenience as a result of a Service Disruption.

## 23. Definitions

When used in these conditions the following terms have the meaning beside them:

**“Accessible Concession”** is a concession available to people who are blind or disabled and who have valid ID (Total Mobility Card or Foundation of the Blind ID).

**“Carer”** is someone travelling with a person with a disability who needs to travel with that person to facilitate their travel.

**“Community Connect Concession”** is a national concession available to people who are in the possession of a valid Community Services Card (CS Card).

**“Dual” or “Multi tag on”** is the ability to tag (pay for) multiple individuals onto a Vehicle using the snapper card.

**“Free travel entitlement”** refers to the Tickets or certain conditions that are required to be met to access eligible public transport services at no cost.

**“Journey”** refers to travel between an origin and a destination which may involve one trip, or multiple linked trips on more than one Vehicle and may include a Ride.

**“Journey-based fare”** refers to the smartcard fares charged based on the number of zones between the first and last points at which a passenger tags on and off.

**“Metlink”** is the operating brand name of public transport services managed by Wellington Regional Council.

**“Mobility Aid”** refers to any mobility scooter or other personal mobility device in which a passenger remains seated and is self-propelled or electronically powered.

**“Metlink On Demand app”** is the application which is needed to order and pay for Metlink’s On Demand service.

**“Missing Tag-Off Charge”** is applied when you fail to tag off your previous trip. The next time you tag on, you will receive a missing tag off charge. This covers the cash fare to the end of the line.

**“Off-peak”** periods are between 9 am and 3 pm and after 6:30 pm on weekdays and all day on weekends and public holidays. All bus trips on early morning services before 7am are off-peak.

**“Operator”** refers to an operator appointed by us to provide public transport services under a PTOM Partnering Contract.

**“Period pass”** is a ticket that allows a user to travel for a defined period (e.g. day or 30 days).

**“Product”** in the transport ticketing context refers to a fare or a means of fare payment, or combination of both, by which a passenger gains legal access to travel on public transport, and may include smartcards, single-trip tickets, multi-trip tickets, free transfers and period passes.

**“PTOM Partnering Contract”** refers to a contract between Wellington Regional Council and an Operator of rail or bus services entered into in accordance with the Public Transport Operating Model and the Land Transport Management Act 2003.

**“Snapper Card”** is a contactless smartcard issued by Snapper Services Limited that can be used for payment for travel on Metlink services in the Wellington region on which Snapper payment is accepted.

**“Smartcard”** in the transport ticketing context refers to a re-usable contactless electronic card capable of being personalised (e.g. by registration) or associated with a user, and of storing values or fare products.

**“Stored value card”** is a smartcard, allowing a user to load funds in the form of stored values or travel passes onto the card to use the public transport system, usually by tagging on and tagging off each vehicle or platform.

**“Stored value”** means a monetary value that is loaded directly onto a valid stored value card. One or more units of the value stored on the card may be consumed at the time the card is used based on the fare calculation rules. Any residual values may remain on the card until they are consumed from time to time.

**“SuperGold Card”** is a discounts and concessions card for seniors and veterans issued by the Ministry for Social Development.

**“Ticket”** refers to a right to travel, which may be in the form of a paper Ticket (such as cash tickets) or a validated Snapper Card, or SuperGold Card, and may also require a proof of entitlement.

**“Ticketing Supplier”** refers to the provider of any ticketing and fare payment-related systems, technology and services (including providers of financial services) delivered to GWRC under a direct contract or via a legal service agreement.

**“Total Mobility Card”** refers to a smart card issued by Metlink for eligible customers enabling them to travel on a discounted fare on Metlink Vehicles or subsidised taxi services under Total Mobility Scheme.

**“Transfer”** means a change of vehicle to connect two consecutive trips during a Journey. The definition of Transfer in this document excludes transfers between public transport services and other modes of travel, such as walking, cycling, wheel-chair access or driving.

**“Transfer product”** means a ticket or smartcard functionality that allows Journey-based fare calculation (fare integration) or targeted application of discounted transfers to certain Journeys.

**“Trip”** refers to travel on one Vehicle between two locations and may include a Ride.

**“Vehicle”** is a reference to a Metlink bus or train, including, in the case of rail Vehicles, any rail replacement bus service, as applicable.

**“We”, “us”, “our”, “Metlink Staff”, or “Staff”** means Wellington Regional Council, or an Operator including employees or contractors of either Wellington Regional Council or an Operator.

**“Wellington Regional Council”** is also known as Greater Wellington Regional Council.

**“You” or “your”** means any passenger using a Vehicle or a passenger who is on premises that form part of the Metlink public transport network.

In relation to condition 8 - Metlink On Demand Service, the following terms take the meaning ascribed to them in the Metlink On Demand Terms and Conditions which can be located here <https://www.metlink.org.nz/about/legal/on-demand-public-transport-app-terms-and-conditions/> :

**“Account”**

**“Destination”**

**“ETA”**

**“Metlink On Demand App”**

**“Metlink On Demand Service”**

**“Pickup Location”**

**“Reserved Ride”**

**“Ride”**

**“Ride Fare”**

**“Ride Proposal”**