

Conditions of Carriage

for travel on Metlink bus and rail services



These conditions apply to passengers travelling on Metlink bus and rail services provided by Operators appointed by Wellington Regional Council under the Public Transport Operating Model (PTOM).

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.

March 2019

<https://www.metlink.org.nz/tickets-and-fares/conditions-of-travel/>

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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 or trains (Vehicles) 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/tickets-and-fares/conditions-of-travel/> for the current version.
- 1.4 Our 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 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 is intended to limit or replace any of our obligations or your rights under relevant consumer law.
- 1.6 If you are using our services for the purposes of a business, you agree that the provisions of the Consumer Guarantees Act 1993 do not apply.
- 1.7 Various terms are defined in Section 21 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>) show estimated arrival and departure times. The timetables change from time to time. 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 estimated arrival or departure times of services are shown at many stations and stops across the network via our real time information (RTI) message boards. While we do our best to provide accurate information about our services, departure and arrival times shown on RTI signs are not guaranteed.
- 2.3 Sometimes for circumstances beyond our reasonable control and for unplanned service disruptions, services may not run according to our published timetables. Examples 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. If service disruptions occur, we may use a different Vehicle, change timetables or routes, or stop or cancel Vehicles, without giving you or other customers notice.

- 2.4 If there is a service disruption, we will do our best to:
- Tell you why;
 - Keep you informed about service changes during your journey; and
 - Provide information about disruptions and service changes via the Metlink website, RTI signs and other communication channels.
- 2.5 Where service disruptions are within our reasonable control, we will try to remedy these within a reasonable time, including by trying to provide replacement services. While we will try to ensure that any replacement services we provide depart from and stop as close to scheduled locations as is lawful, safe and reasonably practical, and as close as reasonably practicable to the scheduled times, 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.
- 2.6 Some service disruptions are planned or are known in advance, for example disruptions to accommodate maintenance work and certain road closures and diversions. These are “planned service disruptions”. We will provide you with information on planned service disruptions at: <https://www.metlink.org.nz/service-updates/> and via other media channels, such as posters on affected bus stops and rail stations.
- 2.7 You have rights of redress under the Consumer Guarantees Act 1993 if we have not complied with the guarantees applicable to our services. Legitimate requests for refunds will be considered if circumstances show that we have not met the guarantees applicable to our services under the Consumer Guarantees Act 1993, which are:
- That the transport service you receive will be carried out with reasonable care and skill; or
 - That the transport service will be reasonably fit for its purpose.
- 2.8 Under consumer law you may not be entitled to a refund for service disruptions which happen:
- For reasons beyond our reasonable control;
 - Due to circumstances such as 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, staff shortages, disasters, emergencies or industrial action;
 - Due to circumstances where we cannot reasonably be expected to provide services; or
 - Due to an act, default, omission or representation made by a person other than us or our agents.
- 2.9 If you believe you are entitled to a refund, please contact Metlink at: info@metlink.org.nz or 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. 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.

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. Drivers will stop only where it is safe to do so.
- 4.3 If there are passengers waiting to get off the bus at the front door of 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 and off the bus, except when the bus has stopped at a school at the end of a school bus route, where 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. Otherwise you may be required to pay another fare or asked to leave the Vehicle.
- 5.2 Each Ticket is valid under its own conditions of use as specified on paper Tickets, the Metlink website (<https://www.metlink.org.nz/tickets-and-fares/>), and these conditions.
- 5.3 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 these conditions.
- 5.4 Information about Metlink fares including how fares are calculated, zones, fare types, concessions, Ticket prices and how and where Metlink Tickets can be purchased are set out on the Metlink website at: <https://www.metlink.org.nz/tickets-and-fares/>.
- 5.5 You can buy some paper Tickets on board our Vehicles with cash. However, most Tickets (including rail ten trip tickets and monthly passes, and those stored on Snapper Cards) need to be purchased in advance. EFTPOS facilities are not available on our Vehicles. For a copy of the Metlink fare schedule and more information about fares and how Tickets are purchased go to: <https://www.metlink.org.nz/tickets-and-fares/>.
- 5.6 Off-peak hours are between 9 am and 3 pm and after 6:30 pm on weekdays; and all day on weekends and public holidays. These are also the hours for free travel on SuperGold Cards.
- 5.7 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 / or the Metlink website.
- 5.8 Metlink staff may ask to inspect your Ticket. If you fail to produce a valid Ticket for your Journey, you may be asked to leave the Vehicle or pay another fare. You will not be eligible for a refund should you later find a missing Ticket.

- 5.9 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.
- 5.10 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.
- 5.11 If you have to change from one train to another to complete your Journey, you may use a Metlink rail transfer ticket in conjunction with a rail cash or 10-trip ticket valid for your entire Journey, subject to the terms and conditions for free rail transfers specified on the Metlink website at: <https://www.metlink.org.nz/tickets-and-fares/> and on the back of the transfer tickets.

Snapper Card use on bus

- 5.12 Snapper Card is the preferred method of fare payment on Metlink buses. 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.
- 5.13 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 it to travel with us and you may be required to pay another fare or leave the bus.
- 5.14 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.
- 5.15 If you pay for your bus travel using stored value on a Snapper Card, Snapper calculates the fare for your bus Journey based on the number of zones you travel through, even if you transfer between buses to complete your Journey. Terms and conditions that apply to obtaining this Journey-based fare are available at: <https://www.metlink.org.nz/tickets-and-fares/>.
- 5.16 When using stored value on a Snapper Card, if you do not tag off at the end of your Trip, a penalty may be applied to your card and transfers onto the next bus will not be available. The penalty fare will be the maximum cash fare that would be payable from where the Trip started to the end of the bus route. For children, the child cash fare is used to calculate the Penalty fare; for all others, the adult cash fare is used.
- 5.17 When using a travel pass loaded on a Snapper Card, the pass will not work if the card’s stored value has a negative balance.
- 5.18 Journey-based fares on Metlink buses are available for customers paying the fare with a Snapper Card, subject to the terms and conditions for free transfers specified on the Metlink website at: <https://www.metlink.org.nz/tickets-and-fares/>. These conditions include that you must tag on a new bus within 30 minutes of tagging off the previous bus.

6. Concessions

- 6.1 We have a range of concessions which provide discounted fares or free travel. Concessions are available for the following people, subject to detailed eligibility rules set out at: <https://www.metlink.org.nz/tickets-and-fares/>:
- People travelling Off-peak on certain Tickets;
 - Children under 5 years of age;
 - School students;
 - Full-time tertiary students;
 - SuperGold Card holders; and
 - People travelling on Accessible Concessions and their Carer
- 6.2 If you are travelling on a concession fare you must present to our 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 another fare or leave the Vehicle.
- 6.3 From time to time, we may run certain initiatives or promotions which may be restricted to certain routes, times, fare and payment types and be subject to such terms and conditions as we advise.
- 6.4 You may not get more than one fare concession at a time for any Trip or Journey. For example, you cannot get both an Off-peak concession and a child concession. Fares are limited to those set out at: <https://www.metlink.org.nz/tickets-and-fares/>.
- 6.5 Customers travelling on Snapper Cards or Off-peak rail ten-trip tickets starting their journeys between 9 am and 3 pm or after 6:30 pm on weekdays or on weekends or public holidays are entitled to an Off-peak concession.
- 6.6 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.
- 6.7 School children who meet certain eligibility criteria may travel on a child concession – refer to <https://www.metlink.org.nz/tickets-and-fares/childscool-concessions/> for details.
- 6.8 Full-time and limited full-time tertiary students that meet certain eligibility criteria may travel on a tertiary concession – for details refer to <https://www.metlink.org.nz/tickets-and-fares/tertiary-concession/>.
- 6.9 SuperGold Card holders are entitled to free travel during the Off-peak and in accordance with the SuperGold Card eligibility rules – for details refer to <https://www.supergold.govt.nz/info-for-cardholders/public-transport-with-supergold.html/>
- 6.10 Total Mobility Card holders and members of the Blind Foundation who meet certain eligibility criteria may travel on an Accessible Concession – for details refer to <https://www.metlink.org.nz/tickets-and-fares/accessible-concession/>
- 6.11 Passengers travelling on an Accessible Concession are entitled to have a Carer to accompany them for the duration of their Journey, at no cost.

7. So you have a safe and comfortable Journey

- 7.1 So everyone can travel comfortably and safely, you are encouraged to:
- Be courteous to fellow passengers;
 - Sit down if a seat is available;
 - 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;
 - Not place bags or other items on seats at times when seating is limited;
 - Only play music using headphones, and at a volume that does not disturb other passengers;
 - Take your rubbish and belongings with you when you leave the Vehicle; and
 - Move as far as allowed towards the back of buses when you are standing.
- 7.2 You must obey all notices and co-operate with, and follow all instructions from, our staff.
- 7.3 We encourage you to interact with our staff, but you must not speak to a bus driver while the bus is moving, except in an emergency.
- 7.4 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:
- Where you might obstruct others from entering or exiting the Vehicle;
 - On the upper deck or staircase of a double-deck bus; or
 - In any area marked as a “no standing” area.
- 7.5 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.
- 7.6 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.
- 7.7 The following activities or behaviours are not allowed on our Vehicles:
- Distracting or obstructing the driver;
 - Interfering with any equipment on the Vehicle;
 - Using emergency equipment or emergency exits, except in an emergency;
 - Putting feet or footwear on Vehicle seats;
 - Using offensive language;
 - Smoking or using e-cigarettes (or other similar “vaping” devices);
 - Carrying any weapon or any noxious or illegal substance;
 - Damaging, soiling, littering or misusing any part of the Vehicle;
 - Throwing anything in or from the Vehicle;
 - Doing anything illegal;
 - Distributing anything, offering anything for sale or collecting for charity; or
 - Doing anything which endangers or causes discomfort or offence to any other person.

- 7.8 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 or medical reasons.
- 7.9 If another passenger is not complying with these conditions, please tell one of our staff and we will advise the passenger what they need to do to comply or take other appropriate action.
- 7.10 If you notice any suspicious activity or unattended luggage, please tell our staff as soon as possible.
- 7.11 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.
- 7.12 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.

8. Using a wheelchair or Mobility Aid on our Vehicles

- 8.1 We are committed to making public transport an easy and convenient experience for people with disabilities. 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/>
- 8.2 Space is limited, so wheelchairs or Mobility Aids are accepted on a first-come, first-served basis as capacity allows.
- 8.3 If you use a wheelchair or Mobility Aid while travelling with us, you must comply with the requirements identified in the Accessibility Guide, including:
- 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.
- 8.4 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. For further information go to:
<https://www.metlink.org.nz/getting-around/accessibility-guide/>
- 8.5 RAIL: All Metlink train services are accessible to wheelchairs and Mobility Aids, with allocated parking areas and securing belts. Note that:
- In some situations, wheelchair users need to have a Carer;
 - Buses replacing trains can't always carry wheelchairs or Mobility Aids;
 - Some stations may be inaccessible or challenging to access with wheelchairs and Mobility Aids;
 - Dimension, weight and manoeuvrability conditions apply; and
 - For further information go to:
<https://www.metlink.org.nz/getting-around/accessibility-guide/>

9. Travelling with cycles, scooters, skateboards and similar equipment

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

- Do not unduly interfere with other customers, or;
- Are not likely to cause injury to anyone or damage to any property.

9.2 We are not liable for loss or damage to cycles, scooters, skateboards, similar equipment or any other property that you wish to travel with.

9.3 You may carry skates onto our Vehicles, but you may not wear them or use them on board.

9.4 If you wish to travel with a cycle, scooter, skateboard or similar equipment on any of our Vehicles, check the Metlink guidelines to find out where and when that is possible at:

<https://www.metlink.org.nz/getting-around/>

9.5 RAIL:

- Space on trains is limited, so cycles are accepted on a first-come, first-served basis as capacity allows;
- 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, and
- To determine if your cycle is allowed on a particular train service, visit:
<https://www.metlink.org.nz/getting-around/>.

9.6 BUS:

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

10. Travelling with luggage

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

- 10.2 Luggage must not block any emergency exits or other passengers' access on or off the Vehicle or movement inside the Vehicle.
- 10.3 Staff may refuse to carry any item if the available space for luggage is already full, or which they believe to be:
- Excessively large;
 - Hazardous or otherwise likely to cause injury to anyone or damage to any property; or
 - Due to its nature or condition, likely to cause offence or discomfort to another passenger.
- 10.4 We do not carry unaccompanied luggage.
- 10.5 We are not liable for loss or damage to your luggage or any other property that you wish to travel with.

11. Travelling with children

- 11.1 Children under 5 years old must be accompanied by a passenger who is at least 10 years old.
- 11.2 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-around/travelling-with-children/>
- 11.3 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.

12. Travelling with animals

- 12.1 You may travel on our Vehicles with your certified disability assist dog in accordance with the Dog Control Act 1996.
- 12.2 You must comply with our staff's reasonable instructions regarding your disability assist dog (as defined in the Dog Control Act 1996). Disability assist dogs must travel on the floor of the Vehicle and not on your lap or on a seat.
- 12.3 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.
- 12.4 Passengers travelling with domestic pets are responsible for their and other passengers' safety and must keep them under control while they are on our premises, or getting on or off or travelling on our Vehicles.
- 12.5 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 our opinion, the animal is causing or likely to cause a safety risk or nuisance to other customers.
- 12.6 Passengers travelling with domestic pets must travel during Off-peak periods only.

13. Travelling in large groups

- 13.1 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. 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.
- 13.2 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.
- 13.3 Large school groups (10 or more students) must be supervised by responsible adults.

14. If you become unwell or have an accident while travelling with us

- 14.1 Tell our 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.nz/customer-services/connect-with-us/>

15. Lost property

- 15.1 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/customer-services/lost-property/>
- 15.2 We cannot accept any responsibility or liability for anything left on any of our Vehicles in any circumstances.

16. Security and privacy

- 16.1 We strive to ensure you feel safe using the public transport network. Camera surveillance operates on some of our premises and Vehicles to enable us to deter and follow-up issues such as theft, assault, vandalism and other undesirable or unacceptable behaviour.
- 16.2 Enquiries relating to camera surveillance images or information should be addressed to Metlink by email: info@metlink.org.nz or by phone on 0800 801 700.
- 16.3 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.
- 16.4 Our Privacy Statement and Camera Surveillance Policy provide further details and can be found at: <https://www.metlink.org.nz/customer-services/website-terms-and-conditions/>

17. Filming and photography on Vehicles

- 17.1 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.

17.2 If you wish to film or photograph while on any of our Vehicles or premises for personal use, we encourage you to be respectful of other people in doing so.

18. If you do not comply with these conditions

18.1 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/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.

18.2 In addition to anything else in these conditions, we may not let you board a Vehicle or we may require that you get off a Vehicle or leave our premises (as applicable), if we believe that:

- You are doing or have done anything that is not allowed under these conditions;
- It is necessary for reasons of security or safety (yours or others);
- It is necessary due to your failure to observe our instructions;
- It is necessary to prevent an illegal act;
- Your conduct, age, physical state (including intoxication, impairment by drugs and level of hygiene) or the nature or condition of your luggage, may:
 - Require special assistance that our staff are not able to provide;
 - Cause inconvenience to, discomfort to or objection from other passengers; or
 - Create a hazard or risk to you, other people or property;
- You do not have a valid Ticket for your Journey, or you have evaded or are attempting to evade a fare;
- You have previously evaded a fare or been involved with vandalising our Vehicles, premises or equipment; or
- Your conduct is inappropriate or you are abusive towards our staff or other passengers or cause them any discomfort or offence.

18.3 You must get off a Vehicle or leave our premises (and take your luggage with you) when our staff ask you to.

18.4 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.

19. Providing feedback

19.1 We welcome suggestions and complaints as they help us to improve our services and to put things right when they have gone wrong. If you have any queries, suggestions or complaints, you can contact us through our website or other media channels, or by email, letter or telephone (Metlink service centre 0800 801 700). Go to:

<https://www.metlink.org.nz/customer-services/connect-with-us/> for all of our contact details.

19.2 In regard to any complaint you make about our services or other communication with us that requires investigation and/or resolution:

- 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; and
- 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.

20. Our liability for loss or damage

20.1 Where we have not complied with our obligations under the Consumer Guarantees Act 1993 (as described in paragraph 2.7) we may be liable for any loss or damage resulting from the failure to comply so long as the loss or damage was reasonably foreseeable. We may also be liable for loss or damage to your property that results from intentional conduct or the gross negligence of our staff or employees.

20.2 Other than as described in paragraph 20.1, we are not liable to you:

- For any losses, damage, costs, distress or inconvenience suffered by you or any other person, or loss or damage to any property; or
- For any losses, damages, costs, distress or inconvenience if we:
 - refuse to allow you to travel; or
 - refuse to allow you to travel with any luggage or other item; or
 - if our services depart early, arrive late, are cancelled or miss stops or terminate early; or
- For any losses, damages, costs, distress or inconvenience as a result of a service disruption.

21. 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.

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

“**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.

“**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.

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

“**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 smart card issued by Snapper Services Limited that can be used for payment for bus travel in Wellington.

“**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, 10-trip tickets, and monthly passes) or a validated Snapper Card, or SuperGold Card, and may also require a proof of entitlement.

“**Total Mobility Card**” refers to a smart card issued by Metlink for eligible customers enabling them to use Accessibility Concession fares on Metlink Vehicles or subsidised taxi services.

“**Trip**” refers to travel on one Vehicle between two locations.

“**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**” 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 person who is on premises that form part of the Metlink public transport network.