

Appendix A

Conditions of Carriage

for travel on rail passenger services



Note:

These Conditions of Carriage apply to passengers travelling on Metlink rail services. Conditions of Carriage for travel on bus and ferry services in the Wellington Region remain those that are published by the operators of those services on their websites or on tickets issued for those services.

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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 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 when you choose to travel on the Metlink public transport network by boarding a Metlink bus, train or ferry (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 www.metlink.org.nz/xxx for the current version.
- 1.4 While our staff may exercise the discretions set out in these conditions, they cannot change them and are required to ensure that these conditions are adhered to.
- 1.5 Nothing in these conditions is intended to limit or replace any of your rights under the Consumer Guarantees Act 1993.

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

- 2.1 We always try to run reliable and punctual services.
- 2.2 Sometimes for reasons beyond our control, services cannot be run according to our published timetables (service disruptions). In these circumstances we may be required to use a different vehicle, change timetables and bus routes and stop trains and ferries from running to a particular station or pier, without giving you notice.
- 2.3 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
 - put information about disruptions and service changes on the Metlink website and other communication channels.
- 2.4 You will not be entitled to a refund if a service is late, cancelled or terminates early or for any other effects of a service disruption.

3. Vehicle capacity and health and safety

- 3.1 We make every effort 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 the vehicle, 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. This will generally be for health and safety reasons. Also see paragraph 9 which sets out what happens if you do not comply with these conditions.

4. Getting on and off bus services

4.1 You must get on and off the bus only at designated bus stops, unless the bus service is a “hail and ride” service.

4.2 On bus services that we advertise as a “hail and ride” service, you must make sure you can be seen and hail the driver. They will stop where it is safe to do so.

4.3 For our bus services, you must ensure that you are clearly visible to the driver at all pick up points.

5. Fares and tickets

5.1 You must pay the correct fare, either by cash or pre-paid fare card, or have a valid pass to travel (referred to as ‘a ticket’) for the whole of your journey, in accordance with the Metlink fare schedule and these conditions of carriage for the routes and vehicles you want to use.

5.2 The Metlink fare schedule is available on www.metlink.org.nz/tickets-and-fares/. It also has information on how to pay your fare, Metlink tickets and how and where certain types of ticket can be purchased.

5.3 Fares are calculated on the number of zones included in each trip (including the start and finish zones), however, there are some other fare types including minimum fares, flat fares and transfers where fares are calculated differently. For more information go to www.metlink.org.nz/tickets-and-fares/.

5.4 You must keep your ticket safe, undamaged and unaltered. Otherwise you may not be able to use it to travel with us and you may be required to pay an additional fare.

5.5 Metlink tickets are non-transferable unless specified otherwise on the Metlink website.

5.6 If you are using a pre-paid fare card, ensure at the start of your journey that it has stored on it at least the value of the minimum permissible fare for the trip you wish to take. Otherwise you may not be able to use it to travel with us and you may be required to pay the fare in cash.

5.7 Our 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 the maximum single fare on the route being travelled. You will not be eligible for a refund should you later find the missing ticket.

5.8 You may not travel on a vehicle beyond the point for which you have paid a fare, 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.

- 5.9 If you have a Metlink multi-trip ticket (such as a monthly ticket) that allows you to change vehicles, you may start, or break and resume, a journey at any intermediate station or bus stop, as long as the ticket you hold is valid for the services you want to use. You may also end your journey before the destination shown on the ticket.
- 5.10 If you have to change to another vehicle to complete your journey, you must present the ticket you bought on the initial trip and request a transfer ticket. Once transferred, present your tickets for inspection and surrender the transfer ticket to staff.
- 5.11 Transfer tickets must be used on the next available train or bus, and are not available to passengers who want to break their journey. They cannot be used over two or more rail lines.

6. Discounted fares and concessions

- 6.1 We offer discounted fares for children and passengers holding valid concessionary fare passes, including SuperGold cards. Information about concessions, including fares and eligibility by time of day, is set out on the Metlink fare schedule available on www.metlink.org.nz/tickets-and-fares/.
- 6.2 If you hold a valid concessionary fare pass, you must show this to our staff every time you board a vehicle or are requested to show your ticket during your journey. If you do not, you may have to pay the full adult fare for your journey.
- 6.3 Where the driver or staff reasonably doubts your age, you must provide proof of your age if requested by our staff. If you do not, you may have to pay the full adult fare for your journey.
- 6.4 If you are between 16 and 19 years old (inclusive) and in secondary education, you may pay a child fare if you:
- are wearing school uniform, or
 - show your current photo identification issued by your school.

If you do not, you may have to pay the full adult fare for your journey.

- 6.5 Children travelling on a child fare must stand if an adult requires a seat and no other seats are available.

7. Following instructions and interacting with our staff

- 7.1 You must follow all signs and obey all notices and co-operate with, and follow all instructions from, our staff.
- 7.2 We encourage you to interact with our staff, but you must not speak to the driver while they are driving, except in an emergency.

8. So you have a safe and comfortable journey

8.1 If there are no seats available and you have to stand, hold onto a fixed object such as a strap, pole or seat-back while the vehicle is moving. Please note that you may not stand:

- on the upper deck or staircase of a double-deck bus, or
- where it might obstruct others from entering or exiting the vehicle

8.2 So everyone can travel comfortably, 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 – older people, pregnant women or people with disability or who have mobility difficulties
- not place bags or other items on seats at times when seating is limited,
- not place your feet on seats,
- only play music using headphones, and at a volume that does not disturb other passengers, and
- take your rubbish and belongings with you.

8.3 If you are sitting on a seat in a wheelchair space or bicycle storage area, you must vacate the seat if the space or area is needed for a wheelchair or bicycle.

8.4 You may not eat or drink (including any drink in an open container, bottle or can) on our vehicles, unless the service specifically allows it (eg, on some train or ferry services) or you need to due to a medical condition.

8.5 You may not use emergency equipment or emergency exits unless in a genuine emergency.

8.6 You must not pack in any checked or carry-on luggage any dangerous articles. Dangerous articles include but are not limited to compression gases, corrosives, explosives, flammable liquids and solids, radioactive materials, oxidising materials, poisons and infectious substances.

8.7 Some behaviours are not allowed on our vehicles, such as:

- distracting or obstructing the driver,
- interfering with any equipment on the vehicle,
- putting your feet on the 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 or misusing any part of the vehicle,
- throwing anything 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 on the vehicle.
- 8.8 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 reasons).
- 8.9 If another passenger is not complying with these conditions, please tell one of our staff and we will remind the passenger what they need to do to comply or we may ask them to get off the vehicle.
- 8.10 If you notice any suspicious activity or unattended luggage, please tell one of our staff members.

9. If you do not comply with these conditions

9.1 If you do not comply with these conditions, 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.

9.2 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 reasonably believe:

- 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, mental or physical state (including intoxication 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, discomfort or objection to 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.

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

9.4 If you have caused any damage, loss or injury to our vehicles, premises or any person, we may seek redress through appropriate legal channels.

10. Using a wheelchair or mobility scooter on our vehicles

10.1 We are committed to making public transport an easy and convenient experience for people with disabilities. See the information about the services available on our vehicles in the Metlink guidelines available on www.metlink.org.nz/getting-around/.

10.2 If you use a wheelchair or mobility scooter while travelling with us, you must comply with those guidelines.

11. Travelling with cycles and scooters (and other similar equipment)

11.1 If you wish to travel with a cycle or scooter on any of our vehicles, check the Metlink guidelines to find out where and when that is possible (www.metlink.org.nz/getting-around/).

11.2 If you want to bring a cycle or scooter on one of our vehicles, you must comply with those guidelines.

11.3 You may carry your skates and skateboards (and other similar equipment) onto our vehicles, but you may not use them on board.

11.4 We do not allow hover-boards on our vehicles.

12. Travelling with children

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

12.2 Adults travelling with children, or passengers accompanying children under 5 years old, are responsible for them and must keep them under control while they are on our premises, or getting on or off or travelling on our vehicles.

12.3 Our vehicles have different capacity for carrying prams, strollers and buggies (prams). 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 www.metlink.org.nz/getting-around/travelling-with-children/.

13. Travelling with luggage

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

13.2 Luggage must not block any emergency exits or other passengers' access on or off the vehicle.

13.3 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.

13.4 We do not carry unaccompanied luggage.

14. Travelling with a disability assist dog

- 14.1 You may travel on our vehicles with your certified disability assist dog in accordance with the Dog Control Act 1996.
- 14.2 You must comply with our staff's reasonable instructions regarding your disability assist dogs. Dogs must travel on the floor of the vehicle and not on your lap or on a seat/s.
- 14.3 Otherwise, we do not allow animals to travel on our vehicles.

15. Travelling in large groups

- 15.1 If you wish to travel as part of a group of 10 or more persons, we require 10 days advance notice of your travel plans. Let us know by calling us on 0800 801 700 during our business hours or going to www.metlink.org.nz/customer-services/. If we are not 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.
- 15.2 Large school groups (10 or more students) must be supervised by responsible adults.

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

- 16.1 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 by letter, telephone, through our website or by email. Go to www.metlink.org.nz/customer-services/connect-with-us/ for our contact details.

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 www.metlink.org.nz/customer-services/lost-property/.
- 17.2 We cannot accept any responsibility or liability for anything left on any of our vehicles in any circumstances.

18. Security

- 18.1 We strive to ensure you feel safe using the public transport network. CCTV operates on our premises and vehicles to enable us to deter, monitor and follow-up issues such as theft, assault and poor behaviour.
- 18.2 We operate CCTV in accordance with good personal information handling practice to ensure that any images captured, collected and stored are handled in a confidential manner that protects your privacy at all times.
- 18.3 Information collected by CCTV cameras is used for the deterrence or immediate detection of security, criminal, or safety incidents or for vehicle incident investigations – images of incidents may be passed to the police and other appropriate authorities.

19. Enquiries relating to CCTV images or information should be addressed to Metlink - 0800 801 700 or info@metlink.org.nz.

20. Privacy

20.1 We may collect your personal information (including from CCTV cameras and from your tickets, pre-paid fare cards or passes) for a number of purposes in connection with the provision of public transport services. These purposes include for inquiries relating to the investigation of criminal offences or safety incidents, service planning, research, training and compliance with Metlink policies or guidelines or our legal obligations.

20.2 In dealing with your personal information (including disclosing any of your personal information to third parties) we will comply with the requirements of the Privacy Act 1993 and any other relevant legislation.

21. Filming and Photography on Vehicles

21.1 If you wish to film or photograph while on any of our vehicles or premises other than for personal use, you must seek prior permission from us by contacting Metlink on 0800 801 700 or info@metlink.org.nz.

22. Providing feedback

22.1 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 by letter, telephone, through our website, or by email. Go to www.metlink.org.nz/customer-services/connect-with-us/ for all of our contact details.

23. Disclaimer

23.1 Passengers travel at their own risk and we are not liable, whatever the reason (to the extent permitted by law), for any losses, damage, costs or inconvenience suffered by you or any other person, or loss or damage to any property.

23.2 We are not liable for any losses, damage, costs or inconvenience if we refuse to allow you to travel, or to travel with any luggage or if our services are late.

24. Definitions

24.1 A “disability assist dog” refers to that term as defined in the Dog Control Act 1996.

24.2 A “journey” refers to travel between an origin and a destination which may involve one trip, or multiple trips on more than one vehicle.

24.3 A “PTOM Partnering Contract” refers to a contract between the Wellington Regional Council and a rail, bus or ferry operator to operate public transport services under the public transport operating model as set out in the Land Transport Management Act 2003.

- 24.4 A “ticket” refers to a ticket for a fare, paid either by cash or pre-paid fare card, or a valid (unexpired) pass to travel.
- 24.5 A “transfer” refers to a change of vehicles for consecutive trips during a journey, within a pre-defined validity period, subject to other conditions as defined on the Metlink website.
- 24.6 A “trip” refers to travel on one vehicle between two locations.
- 24.7 A “vehicle” is a reference to a Metlink bus, train or ferry, including, in the case of rail vehicles, any bus replacement service, as applicable.
- 24.8 “We”, “us” or “our” means Wellington Regional Council or an operator or employees of an operator contracted by the Wellington Regional Council to provide the public transport service under a PTOM Partnering Contract. Wellington Regional Council is also known as Greater Wellington Regional Council.
- 24.9 “You” or “your” means any passenger using a Metlink Public Transport vehicle including buses, trains and ferries, or a person who is on premises that form part of the Metlink public transport network.
- 24.10 Any reference to legislation in these conditions is deemed to be a reference to that legislation as amended, re-enacted or substituted from time to time.