

AUCKLAND PASSENGER RAIL NETWORK

CONDITIONS OF CARRIAGE – TRANSDEV AUCKLAND LTD

1 July 2013 onwards

1. Application of Conditions for Ticketing

1.1 Application of Conditions

These conditions of carriage (**Conditions**) apply to any **Passenger Service** and any person on any **Passenger Services** or within any **Designated Paid Area** even if that person does not hold a Rail Ticket. In the case of a **Passenger Service** provided other than by rail, for example by rail bus, these conditions must be read with any modifications as are reasonably necessary for the application of these **Conditions** to such carriage.

Capitalised terms are defined in section 13.

1.2 Auckland Transport Terms and Conditions and AT HOP Terms of Use

In addition to these **Conditions**, use of **Rail Tickets** is subject to **Auckland Transport's** [terms and conditions](#) and to the [AT HOP Terms of Use](#). See www.AT.co.nz.

1.3 Employees, Agents or Representatives of the Operator

These **Conditions** apply to the carriage of employees, agents or representatives of the **Operator** (or any other person) on privileged or concessionary terms, except as expressly provided by a **Valid Rail Ticket**.

1.4 Requirement for a Valid Rail Ticket

Travel using any **Passenger Service** is only permitted with a **Valid Rail Ticket**. A **Customer** must not use a **Passenger Service** unless accompanied by a **Valid Rail Ticket** issued in accordance with these **Conditions**. The **Operator** may carry out full ticket checks on board any **Passenger Service** or within any **Designated Paid Area**. A **Customer** must, if required by the **Operator**, show a **Valid Rail Ticket** for travel and, if applicable, evidence of a **Concession Entitlement** prior to boarding a **Passenger Service** or on board a **Passenger Service**, or within any **Designated Paid Area**.

2. Rail Ticket Conditions

2.1 Rail Tickets Non-Transferable

Rail Tickets are not transferable. If a **Rail Ticket** is presented by someone other than the person entitled to it, the **Operator** is not liable to the person entitled to it if, in good faith, the **Operator** provides carriage to the person presenting the **Rail Ticket**.

2.2 Retention of Tickets

The **Customer** must retain his or her **Valid Rail Ticket** at all times while on board a **Passenger Service** or in a **Designated Paid Area** and present the ticket for inspection when requested by an authorised representative of the **Operator**.

2.3 Ticket Types

For a full explanation of the validity and availability of ticket types and concession fares, please refer to the www.AT.co.nz and the [AT HOP Terms of Use](#).

3. Penalty Fares

Every **Customer** on board a **Passenger Service** or in a **Designated Paid Area** must purchase a **Penalty Fare**, regardless of the journey length undertaken by that **Customer**, if that **Customer**:

- (a) is on board a **Passenger Service**, in a **Designated Paid Area**, or exiting a **Designated Paid Area** without a **Valid Rail Ticket**;
- (b) presents a **Rail Ticket** that is not valid for the trip being made or is outside the geographical area or **Expiry Time** applicable to that **Rail Ticket**;
- (c) presents a concession **Rail Ticket** and cannot produce evidence of a current **Concession Entitlement** on request; or
- (d) has otherwise breached these terms and conditions or the terms and conditions relating to the **Rail Ticket** being used.

4. Penalty For Improper Use

Penalty fares may apply where an **AT HOP Card** has not been used in accordance with the **AT HOP Terms of Use**. Please refer to the [AT HOP Terms of Use](#) for details.

5. Concession Entitlements

All **concession entitlements** are subject to Auckland Transport's concessionary fare scheme, these **Conditions** and to the **AT HOP Terms of Use** (where applicable). All **customers** with a **concession entitlement** are required to have a **valid rail ticket** for travel.

The following concessions are available:

5.1 Children under 5 years

Children under 5 years of age must be accompanied by a parent or guardian and will be carried free of charge on all **Passenger Services**.

5.2 Children under 16 years

Children aged 5 years and over and under 16 years of age are entitled to a Child Concession fare for travel on all **Passenger Services**.

5.3 SuperGold

Customers aged 65 years and over and/or those holding a valid SuperGold Card or **Auckland Transport** approved senior citizen ID card are entitled to free travel on any **Passenger Service** after 9.00 am on weekdays and any time on weekends and public holidays. For travel prior to 9.00 am, full adult fares apply.

5.4 Other Concession Entitlements (valid for AT HOP card holders only)

Any **customer** who fulfils **Auckland Transport's** criteria for any **Concession Entitlement**, and possesses evidence of that **concession entitlement**, may apply to **Auckland Transport** for the following **concession entitlements**:

- (a) Secondary school students aged between 16 and 19 with proof of secondary school ID or in school uniform may be eligible for a Child Concession on **Passenger Services**.
- (b) Tertiary students with an up to date tertiary ID sticker on a student ID from participating institutions may be eligible for a Tertiary Concession on **Passenger Services**.
- (c) Customers with disabilities or limited mobility holding a Total Mobility ID, Royal New Zealand Foundation of the Blind ID, ARC Senior Citizens ID, or MAXX Senior Citizens ID Card may be eligible for an Accessible Concession on **Passenger Services** and a free **AT HOP card**.

5.5 Proof of Concession Entitlement required

The **Operator** may, at any time, require proof of **Concession Entitlement** from any **Customer** travelling on a concession fare or who presents a concession **Rail Ticket** for travel or **AT HOP Card** loaded with a concession, and such proof of **Concession Entitlement** must be shown on demand.

6. Liability of Operator and Indemnity

6.1 Liability of Operator

Customers travel at their own risk and (to the extent permitted by law) neither the **Operator** nor **Auckland Transport** will be responsible for any loss, damage, cost, expense or injury suffered by Customers or loss or damage to a **Customer's** property. Without limiting the foregoing, the following conditions apply:

- (a) Neither the **Operator** nor **Auckland Transport** will, in respect of any **Customer**, be liable for any loss, damage or delay caused by or arising from an event beyond the control of the **Operator**, including any act of God, inevitable accident, riot, civil commotion, strike, lock-out, stoppage or restraint of labour, regardless of the cause and whether partial or general.
- (b) The **Operator** may use any mode of transport to carry **Customers** and may substitute the mode of transport used at any time, including during a journey.
- (c) Neither the **Operator** nor **Auckland Transport** warrants that **Passenger Services** will be available at any particular time or at all. Neither the **Operator** nor **Auckland Transport** is liable to a **Customer** or any other person:
 - (i) for any consequences arising from any variation or delay in the time of arrival or departure from any station or stop of any vehicle;
 - (ii) for any loss or damage as a result of a cancellation or any variation of the time of arrival or departure from any station or stop of any vehicle;
 - (iii) for damage to any property of a **Customer**, or
 - (iv) for the death of any **Customer** or other person or for injury, harm, disease or damage to health, whether physical, mental or otherwise (including mental or nervous shock or distress) suffered by a **Customer** or any other person.
- (d) If there is contributory negligence on the part of a **Customer** or other person, the **Operator's** liability is subject to the law relating to contributory negligence.
- (e) The **Operator** may vary or cancel wholly or in part the scheduled services shown in the **Operator** timetables or may vary the point at which **Passenger Services** will pick up and set down **Customers**.
- (f) Neither the **Operator** nor **Auckland Transport** guarantee the time of arrival or departure of its **Passenger Services** at the times published in its timetable.
- (g) Neither the **Operator** nor **Auckland Transport** guarantees the availability of any seat or any specific area within a carriage to any **Customer**.
- (h) **Rail Tickets** are subject to any alteration which the **Operator** may make to the service to which that ticket relates during the currency of the ticket and the holder of the ticket is not entitled to any allowance or compensation due to any change in the time or location of the service or any reduction in the service.
- (i) Neither the **Operator** nor **Auckland Transport** is required to refund money or to make any other allowance to a **Customer**.
 - (i) who has lost or mislaid his or her **Rail Ticket**, who has a damaged **Rail Ticket** or who presents a stolen **Rail Ticket**;
 - (ii) because of a subsequent reduction in the Rate for that Ticket Type; or
 - (iii) who is unable to fully utilise their **Rail Ticket** for any reason.

Any refunds will be subject to [AT HOP Terms of Use](#).

Nothing in these **Conditions** is intended to limit or replace any rights **Customers** have under the Consumer Guarantees Act 1993.

6.2 Indemnity

The **Customer** will indemnify the **Operator** and **Auckland Transport** at all times against any loss, damage or cost suffered or incurred by the **Operator** or **Auckland Transport** as a direct or indirect result of a breach by the **Customer** of its obligations under these **Conditions**.

7. AT HOP Terms of Use and Lost Rail Tickets/AT HOP Cards

7.1 AT HOP Terms of Use

As the **Operator** is not responsible for the issue of **AT HOP Cards** or the operation of the **AT HOP Card** system, the **Operator** is not responsible for, nor will the **Operator** be liable to any person in relation to, the availability of the **AT HOP Card** system or any errors in relation to an **AT HOP Card**. The terms and conditions that apply to the use of an **AT HOP Card** are set out in the [AT HOP Terms of Use](#).

7.2 Lost Rail Tickets/AT HOP Cards

Lost **rail tickets** will not be replaced. Lost **AT HOP cards** will be subject to the terms and conditions set out in the [AT HOP Terms of Use](#).

8. Accompanied Items and Lost Property

8.1 Accompanied Items

The following conditions apply to Accompanied Items:

- (a) All Accompanied Items are carried under the conditions set out in section 12 of the Carriage of Goods Act 1979. **Customers** may need to use the manual gates at gated stations depending on the type of item(s) carried.
- (b) Large items, such as bicycles may only be carried subject to **customer** load. It is not advisable to carry large items on peak services (7.00 am to 9.00 am and 3.00 pm to 6.00 pm). Large items must not block exit ways, including doorways and passages. Large items (including bicycles) must be carried in the area designated within the **Passenger Service** for the purpose. The **Operator** may refuse to carry large items on any **Passenger Service** where, in the opinion of the **Operator**, the carriage may cause danger, discomfort or inconvenience to other **customers**. Large items cannot be carried on rail bus replacement services or special event services.
- (c) Prams, pushers, baby carriages, shopping jeeps, battery powered mobility scooters, non-motorised golf buggies and similar items may be carried on **Passenger Services** at any time without charge, provided that the safety or comfort of other **Customers** is not affected. These devices must either be capable of being manoeuvred up and down the portable ramp by the **Customer** and/or their support person, i.e. no wider than 650mm, or able to be carried by the **Customer** and/or their support person. Employees are not obliged to lift/manoeuvre wheelchairs, prams or other heavy items as this is deemed a significant hazard to staff under the Health & Safety in Employment Act 2005.
- (d) Battery powered mobility scooters permitted for carriage must be no longer than 1350mm, no wider than 650mm, and must not have a laden weight greater than 200kg. They must be capable of turning easily from the door of the carriage into a designated parking area within the carriage.
- (e) Mobility devices described in section 8.1(d) (above) are only permitted for incapacitated **Customers** and exclude personal motorised mobility devices, such as Segways, which may not be carried on **Passenger Services**.
- (f) Guide Dogs may be carried free of charge at all times on all **Passenger Services**.
- (g) No pets or other animals (other than Guide Dogs) may be carried on **Passenger Services**.

- (h) **Customers** may take hand luggage and small articles on **Passenger Services** without charge. Any article which is offensive or which may in the opinion of the **Operator** cause danger, discomfort or inconvenience to other **Customers** is not permitted. The **Operator** will not accept property for carriage on a **Passenger Service** unless it is accompanied by a **Customer**.
- (i) The employees of the **Operator** on board trains will give reasonable assistance to **Customers** who require it. However, employees are not expected to lift any item heavier than 15kg, i.e. the size of a small suitcase, or which are bulky or difficult to lift and therefore present a risk of injury to the employee.
- (j) The **Operator** will not carry, and **Customers** agree not to bring on to any **Passenger Service**, any item that is, or may cause, a hazard, including any item that is hot, contains petrol or diesel fuel, is leaking any fluid, or includes damaged batteries.

8.2 Lost Property

Neither the **Operator** nor **Auckland Transport** is responsible for lost property. Visit <http://www.transdev.co.nz> or contact the **Operator** on 09 969 7777 for further information on lost property.

8.3 Unattended Items

Luggage and other items must be attended by **Customers** at all times. Unattended property may be a security risk and may be removed by the **Operator** without notice.

9. Abolition of Ticket Types

Any changes to ticket types, including the abolition of ticket types, will be published via public notice **by Auckland Transport** with effect from a date not earlier than one month after publication of the notice. On abolition of a ticket type, any **rail ticket** of that type ceases to be valid in any way for travel. Any refund in relation to any unused travel to which the holder of a ticket of an abolished type would otherwise be entitled must be applied for in writing to **Auckland Transport**, enclosing the ticket and no later than three months after abolition of the **ticket type** (or such longer period as **Auckland Transport** may specify in the notice published in a **newspaper** in relation to abolition of that **ticket type**).

10. Information

The **Operator** will be entitled, and the **Customer** consents, to the use of any of the **Customer's** personal information obtained in relation to a **Customer's** use of any **Passenger Service**, whether collected directly by the **Operator** or **Auckland Transport** from the person concerned or not, for any purpose associated with the operation or marketing of the **Operator** or **Auckland Transport** and to disclose any such information to any of its subsidiaries, associated companies, or any other person engaged in business operations with the **Operator** from time to time or to **Auckland Council** and/or government agencies. Personal information collected and stored by the **Operator** will be collected and stored in accordance with the Privacy Act 1993, **Auckland Transport's** [Privacy Policy](#) and the [AT HOP Terms of Use](#). Trains and stations may be monitored by CCTV cameras. CCTV images are recorded for crime prevention and detection, for use in legal proceedings, and to assist with public safety, and may be passed to the NZ Police or other authorities.

11. Customers

Each **Customer** must comply with any notice or instruction given by the **Operator** or any of its employees concerning **Customer** conduct or the operation of any **Passenger Service** or entry into a **Designated Paid Area**. **Customers** may ride only in areas of the train designated by the **Operator**. Each **Customer** will at all times while in a **Designated Paid Area** or on a **Passenger Service**:

- (a) be in possession of a **Valid Rail Ticket**;
- (b) act in a safe and responsible manner;
- (c) co-operate with, and observe all instructions from, the **Operator's** staff; and
- (d) follow all signs and obey all notices;

and will not:

- (e) smoke, take drugs or consume food or drink;
- (f) consume alcohol or be in possession of an open vessel of alcohol;
- (g) use bicycles, roller skates, roller blades, scooters, skateboards or other similar equipment;
- (h) be accompanied by any animal (other than a Guide Dog);
- (i) interfere with or use emergency equipment or emergency exits except in an emergency;
- (j) behave in an unsafe, noisy, violent or antisocial manner;
- (k) evade or attempt to evade payment of any fare;
- (l) litter or tamper with, or damage, any property of the **Operator** or **Auckland Transport**;
- (m) carry any weapon or any noxious or illegal substance; or
- (n) commit any crime.

12. Refusal to Carry

The **Operator** may refuse to carry a **Customer** or any property, refuse entry to a **Designated Paid Area**, cancel a **Rail Ticket**, refuse carriage under a **Valid Rail Ticket** or require a **Customer** to disembark at a station or leave a **Designated Paid Area** when, in the exercise of its reasonable discretion, the **Operator** decides that:

- (a) the action is necessary for reasons of safety;
- (b) the action is necessary to prevent violation of any law;
- (c) the conduct, age, mental or physical state, nature or condition (including intoxication) of a **Customer** or property, as applicable, may:
 - (i) require the special assistance of the **Operator**;
 - (ii) cause inconvenience, discomfort or objection to another **Customer**; or
 - (iii) involve any hazard or risk to that **Customer** or property or to any other person or property;
- (d) the person does not have a **Valid Rail Ticket** or has previously defrauded the **Operator** or **Auckland Transport**;
- (e) the action is necessary owing to the failure by a person to observe the instructions of the **Operator**;
- (f) the safety of the **Operator** or a person authorised by the **Operator** or **Customers** is or may be threatened;
- (g) the person appears to be under the influence of alcohol or drugs, is in (or is carrying any item that is in) a filthy condition, is smoking, is littering, or is consuming food or drink;
- (h) the person is abusive towards the **Operator's** employees or contractors or other **Customers** including by swearing or using racist or other discriminatory language or threats;
- (i) the person is noisy or violent or is disturbing the peace;
- (j) the person is carrying a weapon or any noxious or illegal substance;
- (k) the person is accompanied by an animal (other than a Guide Dog);

- (l) the person has (or has previously) vandalised rolling stock, public transport assets (including train station premises and shelters), or other equipment used by the **Operator**;
- (m) the person has evaded or is attempting to evade a fare; or
- (n) the person is in breach of these **Conditions**.

If a **Customer** refuses to disembark a **Passenger Service** or leave a **Designated Paid Area** when required to do so by the **Operator**, the **Operator** may physically remove the **Customer**.

13. Definitions

In these Conditions:

Accompanied Item means any item that a Customer takes on a Passenger Service, and accompanies throughout that Passenger Service;

AT HOP Card means a second generation ticketing smartcard sold by or on behalf of Auckland Transport (and excludes a first generation HOP card co-branded with "Snapper");

AT HOP Terms of Use means the terms and conditions relating to an AT HOP Card set out on the AT HOP website, as may be amended from time to time;

Auckland Council includes its employees, agents, contractors, successors and assignees;

Auckland Transport is an Auckland Council organisation and it includes Auckland Transport's employees, agents, contractors, successors and assignees;

Concession Entitlement means an entitlement to purchase concession fares subject to Auckland Transport's concessionary fare scheme.

Conditions has the meaning given to that term in section 1;

Customer means person on a Passenger Service or within any Designated Paid Area who holds, or is required to hold, a Valid Rail Ticket;

Designated Paid Area means an area designated by the Operator as an area where access is restricted to Customers and Operator employees, staff and representatives;

Expiry Time means, in respect of a Rail Ticket, the time described in the AT HOP Terms of Use as the expiry time in respect of that type of Rail Ticket;

Guide Dog means a guide dog used for sight, hearing, mobility, epilepsy or any other disability assistance, and guide dogs in training;

Penalty Fare means the fare payable for the purchase of a Rail Ticket on a Passenger Service or within a Designated Paid Area, as set by **Auckland Transport** from time to time;

Operator means Transdev Auckland Limited (formerly Veolia Transport Auckland Limited), its successors and assignees or a person who has entered into a contract with Auckland Transport for the provision by that person of a service carrying Customers by Passenger Services;

Passenger Service means a train service (excluding chartered or special vehicles) conducted by the Operator and includes a service normally provided by a train that is provided on an alternative mode of transport;

Permit to Travel means a permit issued by a ticket inspector to a Customer who has provided evidence satisfactory to that inspector that, as a result of equipment failure, the Customer has not been able to purchase a valid rail ticket

Rail Ticket means either:

- (a) a paper ticket purchased from a Ticket And Top Up Machine or Ticket Office;

- (b) a pass (such as a paper child monthly pass, monthly discovery pass, day discovery pass or family pass, as made available by **Auckland Transport** from time to time) purchased from a Ticket Office;
- (c) an AT HOP Card (loaded with HOP Money, a Period Pass or a Pre-Paid Trip);
- (d) a Permit to Travel (issued by a Ticket Inspector at no charge); or
- (e) an Penalty Fare.

Ticket and Top up Machine means a kiosk machine operated by, or on behalf of, **Auckland Transport** from which a Customer can purchase a paper Rail Ticket or top up an AT HOP Card;

Ticket Office means a ticket office operated by, or on behalf of, **Auckland Transport** from which a Customer can purchase a paper ticket, a pass, or top up an AT HOP Card; and

Valid Rail Ticket means:

- (a) a paper ticket that has been purchased from a **Ticket And Top Up Machine** or Ticket Office in accordance with these Conditions, is unused and in respect of which the applicable Expiry Time has not been reached;
- (b) a pass that has been purchased from a Ticket Office, and used by the Customer, in accordance with these Conditions and the AT HOP Terms of Use, and in respect of which the applicable Expiry Time has not been reached;
- (c) an AT HOP Card that has been issued to a Customer, and used by the Customer, in accordance with the AT HOP Terms of Use, and is loaded with HOP Money, a Period Pass or a Pre-Paid Trip sufficient to cover the cost of the relevant Passenger Service;
- (d) a Permit to Travel that is used only in respect of the journey for which it has been issued by a Ticket Inspector at no charge, and in accordance with any conditions that may be recorded on that Permit to Travel; and
- (e) a Penalty Fare (valid for the relevant Passenger Service).

14. Interpretation

In these **Conditions**, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of these **Conditions**;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency;
- (e) a reference to a section or schedule is to a section or schedule of these **Conditions**. Each schedule forms part of these **Conditions**;
- (f) a reference to any statute, regulation, proclamation, order in council, ordinance, by-law or rule, includes all statutes, regulations, proclamations, orders in council, ordinances, bylaws or rules varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, orders in council, ordinances, by-laws or rules issued under that statute;
- (g) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document;
- (h) a reference to a person includes that person's executors, administrators, successors, substitutes (including persons taking by novation) and permitted assignees;

- (i) the term includes or including (or any similar expression) is deemed to be followed by the words "without limitation";
- (j) a reference to an **Operator** includes the **Operator's** officers, employees, contractors, agents or other representatives; and
- (k) other parts of speech and grammatical forms of a word or phrase defined in these **Conditions** have a corresponding meaning.

15. New Zealand Law

These **Conditions** are governed by New Zealand law in every particular including formation and interpretation. Every contract incorporating these **Conditions** is deemed made in New Zealand. Any proceedings relating in any way to these **Conditions** or to any **Passenger Service** must be brought in a court of competent jurisdiction in New Zealand.

16. General

Except as expressly provided in these **Conditions** or in the conditions attached to any **Rail Ticket** as set out in the **AT HOP Terms of Use**, all **Rail Tickets** are issued and all **Passenger Services** are performed, subject to:

- (a) the extent applicable in each case, the Carriage of Goods Act 1979, Railways Act 2005 and the Human Rights Act 1993;
- (b) all other laws, conditions and any licence applicable to carriage under a **Rail Ticket**;
- (c) these **Conditions**; and
- (d) all other conditions, regulations and information appearing on a **Rail Ticket**.

These **Conditions** are intended to be for the benefit of, and enforceable by, the **Operator** for the purposes of the Contracts (Privity) Act 1982.

17. Overriding law

If any provision or provisions contained or referred to in these **Conditions** is in conflict with any other law and that other law cannot be waived or avoided by these **Conditions**, that provision only remains or those provisions only remain applicable as part of these **Conditions** to the extent that that provision is or those provisions are not in conflict with the law. The invalidity of any provision or provisions does not have the effect of invalidating any other provision of these **Conditions**.

18. Conflict with Ticket Conditions

If there is any conflict between these **Conditions** and the conditions or information printed on a Rail Ticket or contained in the **AT HOP Terms of Use**, these **Conditions** prevail.

19. No Waiver

Nothing in these **Conditions** represents a waiver or surrender by the **Operator** of any statutory or other legal right, immunity, exception, limitation or protection.

20. Amendments to these Conditions

These **Conditions** may be amended without prior notice. Any amendments to these Conditions are valid and effective from the time that they are published on the **Operator's** website (www.transdev.co.nz).

Last Updated – 1 July 2013