

# Conditions of carriage

Conditions of Carriage for travel on *AT Ferry services*. These conditions apply to passengers travelling on Auckland Transport Ferry services provided by *Operators* appointed by Auckland Transport under the Public Transport Operating Model (PTOM). These conditions do not apply to any other passenger services in the Auckland 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. (Include a ATHOP link for CoC)

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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 *Vessel* or on any of our premises that form part of the *AT* public transport network.
- 1.2. *You* agree to, and are bound by, these conditions, and terms specified on the *AT* Website when *You* choose to travel on the *AT* public transport network by boarding one of our *Vessel*, or if *You* are on one of our *Vessels* or any premises used as part of the *AT* public transport network, for any other purpose.
- 1.3. These conditions may change from time to time. Go to: Conditions of carriage ([at.govt.nz](http://at.govt.nz))
- 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 and have the right to ask *You* to leave the premises or *vessel* when not adhered.
- 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. Passenger contract with Auckland Transport

- 2.1 The Parties acknowledge and agree that the contract that passengers make for carriage on the passenger carrying services in consideration of the payment of the applicable fare is a contract with *AT*.

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

- 3.1 Our timetables (Timetables ([at.govt.nz](http://at.govt.nz)) ) show scheduled 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 may vary due to many factors out of *AT*'s or the operator's control and are not guaranteed.
- 3.2 The scheduled arrival or departure times of services are shown at the wharfs 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.
- 3.3 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; accidents; mechanical, electrical or communications failures; safety concerns; power failures; fuel shortages; disasters; emergencies and industrial action.

- 3.4 If there is an unplanned service disruption, *We* will do our best to: • tell *You* why; • keep *You* informed about service changes during *Your Journey*; via RTI signs and other communication channels.
- 3.5 Some service disruptions are planned or are known in advance, for example disruptions to accommodate maintenance work, diversions, and trials. These are “planned service disruptions”. *We* will provide *You* with information on planned service disruptions at (Service announcements (at.govt.nz)), AT mobile app and via other media channels, such as posters on affected wharfs.
- 3.6 If service disruptions occur, *We* may use a different *Vessel*, change timetables or routes, provide road replacement services or stop or cancel services. If the service disruption is unplanned then *We* may be required to make such changes without giving *You* or other customers advance notice.
- 3.7 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 *Vessel* or a *Vessel* with different passenger, or luggage capacity, or a road replacement service.
- 3.8 *We* regret to inform *You* that in the event of service cancellation, *We* will not be able to reimburse *You* for any costs incurred due to the use of alternative transport. *We* kindly request that *You* keep this in mind and make alternative arrangements accordingly.
- 3.9 *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: • that the transport service *You* receive will be carried out with reasonable care and skill; and • that the transport service will be reasonably fit for its purpose.

#### 4. *Vessel* capacity and health and safety

- 4.1 *We* try to provide appropriate *Vessel* capacity on our services, but there may be occasions when a *Vessel* reaches its legal passenger capacity limit, or a limit required under Maritime NZ minimum safe crewing documentation, the Operator’s Maritime Operator Safety System or public health direction. If a *Vessel* is full, *You* may be refused entry to board it. 4.2 *We* may refuse *You* entry to or require *You* to leave our *Vessel* at time for health and safety reasons.
- 4.2 In some instances, *AT* 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.

#### 5. Getting on and off *Vessels*

- 5.1 *You* must ensure that *You* are clearly visible to the crew at the boarding point.
- 5.2 If there are passengers waiting to get off the vessel, *You* must let these passengers get off before *You* get on the *Vessel*.
- 5.3 *You* must not stand on the “no standing area” while the vessel is moving. Standing is not permitted in the stairs leading to the upper deck.
- 5.4 *You* must wait for crew to secure the vessel alongside and safely deploy gangway before attempting to board/disembark vessel.
- 5.5 Follow all crew instructions and signage when embarking/disembarking.

## 6. Paying Your Fare using a HOP Card or Contactless Payments or Paper Ticket

- 6.1 *HOP Card* and *Contactless Payments methods* are the current preferred method of fare payment for travel on all *AT* public transport services. Paper tickets can be purchased for ferry travel at the counters or Kiosk where available.
- 6.2 These conditions of carriage (Conditions) apply to any Passenger Service and any person on any Passenger Service even if that person does not hold a Valid *AT HOP Card*, *Contactless Payment method* or approved Ticket to Travel.
- 6.3 You must ensure that You have a funded *HOP card* or *Contactless Payment method* with sufficient balance to cover your fare for your travel and as a proof of entitlement to travel on our services and present it on request for validation by *AT* staff, ferry crew or Transport Officers. You will need a valid fare, hop card or paper ticket to travel.
- 6.4 *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 *Super-Gold Cards* on designated services. All *Vessel Trips* on early morning services before 7am are *Off-peak*.
- 6.5 When You have to change *Vessels*, You may start, or break and resume, a *journey* at any station or *Vessel stop*; It is mandatory that You tag on and tag off every time You board or alight from a *Vessel*.
- 6.6 When using stored value on a *HOP Card*, or *Contactless Payment method* if You do not tag off at the end of *Your Trip*, a “Default fare” will be applied to *Your card*.
- 6.7 When using a *Contactless payment method* if You tag on with one *Contactless payment method* and tag off with a different *Contactless payment method* at the end of *Your Trip*, two “Default fares” will be applied to *Your card*
- 6.8 In addition to these Conditions, use of *AT HOP Cards* and *Contactless payment methods* are subject to the Public Transport Payments Terms of Use. Public Transport Payments Terms of Use

## 7. Concessions and discounts

- 7.1 We have a range of discounted or free fares, and travel concessions. Concessions and discounts are available for the following people on *AT* public transport services, subject to detailed eligibility rules set out at: (Card concessions & discount fares ([at.govt.nz](http://at.govt.nz))) You will need to carry your relevant ID to show on request.

## 8. A safe and comfortable Journey

- 8.1 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, particularly at
    - peak.
  - Only play music/podcast or listen to radio using headphones, and at a headphone

- volume that does not disturb other passengers.
  - Take *Your* rubbish and belongings with *You* when *You* leave the *Vessel*.
- 8.2 *You* must obey all notices and co-operate with and follow all instructions from our *crew*.
- 8.3 If there are no seats available or *You* choose to stand, *You* must hold onto a fixed object such as a pole. Not back of the seat -unless a handle on the seat is present.

*You* may not stand:

- Where *You* might obstruct others from entering or exiting the *Vessel*
  - On the or staircase leading to the upper deck
  - In any area marked as a “no standing” area.
  - If instructed by the ferry crew that it is unsafe to stand.
- 8.4 If *You* are sitting in an accessibility seating area, dedicated for a wheelchair or pram storage; *You* must vacate the seat if the space or area is needed for a wheelchair, pram or people with accessibility needs, as these areas are specifically designed for these purposes. This area cannot be used to stow scooters, skateboards, and similar devices. These areas are dedicated for a wheelchair or pram.
- 8.5 *You* must not carry onto our *Vessels* or pack in any luggage any dangerous articles, including but not limited to *Weapons*, compressed gases, corrosives, explosives, flammable liquids and solids, radioactive materials, oxidising materials, poisons, and infectious substances.
- 8.6 The following activities or behaviours are not allowed on *AT Vessels*:
- Distracting or obstructing the crew.
  - Interfering with any equipment on the *Vessel*
  - Using emergency equipment or emergency exits, except in an emergency.
  - Putting feet or footwear on *Vessel* seats
  - Diving from or entering the water from the vessel at any time
  - Using offensive language or any other threatening behaviour to the crew or fellow passengers
  - Smoking or using e-cigarettes (or other similar “vaping” devices) Smokefree Environments and Regulated Products Act 1990 No 108 (as at 01 January 2023), Public Act 9 Smoking and vaping restricted in passenger service vehicles – New Zealand Legislation
  - Sniffing glue or other solvents
  - Taking drugs.
  - Writing on or otherwise vandalising seats or any interior or exterior parts of our vessels
  - Carrying any *Weapon* or any noxious or illegal substance
  - Damaging, soiling, littering, or misusing any part of the *Vessel*
  - Throwing anything in or from the *Vessel*
  - Doing anything illegal
  - Distributing anything, offering anything for sale or collecting for charity
  - Doing anything which endangers or causes discomfort or offence to any other person.
  - is failing to follow any safety or operational instructions issued by staff and crew; or for any other reason where the safety or security of staff, crew or customers may be at risk.
  - If you have committed misconduct on any previous service and we are not satisfied that your misconduct will not reoccur, we may refuse to carry you, and you may be issued a Notice of Refusal to Carry or a Trespass notice.

- Intoxicated passengers may be refused travel.
  - Do not flush anything but the provided toilet paper down the board toilets.
  - Drinking Alcohol that has not been purchased on the vessel.
- 8.7 You may not get on any of our *Vessels* 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.
- 8.8 If another passenger is not complying with these conditions, please tell one of our Crew and *We* will advise the passenger what they need to do to comply or take other appropriate action.
- 8.9 If *You* notice any suspicious activity or unattended luggage, please tell our Crew as soon as possible.
- 8.10 *You* may drink on our *Vessels* if drinks are in a container with a lid (to prevent spillage) and are non-alcoholic.

## 9. Using a wheelchair or *Mobility Aid* on our *Vessels*

- 9.1 *We* are committed to making public transport an easy and convenient experience for people with disabilities.
- 9.2 Wheelchairs or *Mobility Aids* are accepted on a first-come, first-served basis as capacity allows.
- 9.3 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 *Vessels*, the brakes must be applied, and the power (if applicable) must be switched off.
- 9.4 Most *AT operating vessel* are wheelchair accessible. However, dimension and *Weight* conditions apply, and wheelchair users who can't board vessels without help must have their own *Carer* who can assist them with boarding. Some *Mobility Aids* may not allowed on *AT vessels* due to their size, *Weight*, manoeuvrability.
- Maximum dimensions: 700mm wide x 900mm long
  - Weight limit: 300kg total *Weight* including the user.
- 9.5 Powered mobility scooters are currently not allowed on any of *AT vessels*.

## 10. Travelling with Active mode and similar equipment

- 10.1 Skateboards manual/electric are allowed on vessel if stored safely or held between a passenger's legs when seated, only if the size of the equipment does not cause an obstruction or discomfort to others. Electric skateboards must be stored under direction of the crew and be turned off whilst onboard.
- 10.2 Foldable e scooters are allowed on vessels only if stowed outside the cabin (deck) or in a designated bike area or under the direction of the vessel crew. They need to be turned off and folded before boarding the vessel and are to remain folded and turned off until they disembark the vessel.
- 10.3 E-scooters / bikes / skateboards are NOT to be charged at any time whilst on board. Bikes & public transport (at.govt.nz)
- 10.4 Transport of bicycles, e-bikes non collapsible E-scooters is subject to availability of space.
- All bicycles must be safely stowed in the dedicated areas of the vessel, usually on the outdoor lower deck, bicycle racks where available or other available space after all passengers have boarded.
- 10.5 *We* are not liable for loss or damage to your equipment whilst *You* are travelling with us.

- 10.6 E-Bike and E-Scooter batteries must be secured inside a housing and not be exposed to prevent accidental crushing or puncture of the battery.
- 10.7 E-Bikes and E-Scooters must belong to the passenger (no commercially operated bikes or scooters may be carried)
- 10.8 E-Bikes and E-Scooters are carried at the discretion of the Master, vessel crew and subject to vessel capability.

## 11. Travelling with luggage

- 11.1 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 crew in relation to items brought onto a *Vessel*.
- 11.2 Luggage must not block any emergency exits or other passengers' access on or off the *Vessel* or movement inside the *Vessel*.
- 11.3 Crew 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.
  - Due to its nature or condition, likely to cause offence or discomfort to another passenger.
  - Not meeting biosecurity requirements
- 11.4 We do not carry unaccompanied luggage.
- 11.5 We are not liable for loss or damage to *Your* luggage or any other property that *You* wish to travel with.

## 12. Travelling with children

- 12.1 Children under 5 years old must be accompanied by a passenger who is at least 16 years old.
- 12.2 Our *Vessels* have different capacities for carrying prams (including buggies and strollers). Check the *AT* guidelines to confirm the capacity for prams on the *Vessels* that *You* will be using on *Your Journey*. If *You* want to bring a pram on one of our *Vessels*, *You* must comply with those guidelines. The guidelines are available at: Luggage on public transport ([at.govt.nz](http://at.govt.nz))

## 13. Travelling with animals

- 13.1 *You* may travel on our *Vessels* with *Your* certified disability assist dog in accordance with the Dog Control Act 1996.
- 13.2 *You* must comply with our Crew'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 *Vessel* and not on *Your* lap or on a seat.
- 13.3 Domestic pets are allowed to travel on our *Vessels* if 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. (Taking animals on public transport ([at.govt.nz](http://at.govt.nz)))
- 13.4 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 *Vessels*. Crew may request that your dog be muzzled.

- 13.5 You may be refused entry to board the *Vessel* or asked to leave the *Vessel* with *Your* domestic pet if the *Vessel* is crowded; or, if in our opinion, the animal is causing or likely to cause a safety risk or nuisance to other customers.
- 13.6 Dogs to always remain on-lead unless caged. Owner is not to leave their dog unattended at any time. Dogs are not to be tied to a rail or other vessel fixture. Unless the dog is an official disability or service dog, is caged, or wearing an approved muzzle, then dogs must only travel on the outer deck areas.

## 14. Travelling in large groups

- 14.1 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.
- 14.2 Large school groups (10 or more students) must be supervised by responsible adults.

## 15. Sale of Liquor

- 15.1 Most of our vessels are licensed to sell alcoholic beverages and must always comply with the Sale and Supply of Liquor Act 2012.
- 15.2 All customers accept that the sale of alcohol will only be sold in compliance with the Sale and Supply of Liquor Act 2012 and conditions of the licence.
- 15.3 Alcohol will not be sold to intoxicated people, minors or anyone who does not have valid ID identifying them as 18 years or over. The bar manager on board the vessel reserves the right to stop the purchase and service of alcoholic beverages.
- 15.4 Only alcohol purchased on-board may be consumed on the vessel. Customers violating this condition will be required to surrender their alcohol.
- 15.5 Alcohol purchased on board must be surrendered before disembarkation and cannot be taken out of the vessel when disembarking.

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

- 16.1 Tell our crew members immediately if *You* become unwell or injure *Yourself* getting on or off or travelling on our *Vessels*. *You* may also tell us through our *website* or by email, letter, or telephone. Go to: Contact us (at.govt.nz)

## 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 *Vessels* and how *You* can get it back (if it is found), is set out on: Lost property (at.govt.nz)
- 17.2 We cannot accept any responsibility or liability for anything left on any of our *Vessels* in any circumstances.
- 17.3 We regret to inform *You* that *We* only hold lost items found in our *Vessel* for a maximum of 60 days. After this period, any unclaimed items will be donated to local charities or discarded.



## 18. 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 *Vessels* to enable us to deter and follow up issues such as theft, assault, vandalism and other undesirable or unacceptable behaviour. *AT* uses CCTV for other purposes. Refer to *AT* CCTV policy for more information: CCTV policy (at.govt.nz)
- 18.2 Enquiries relating to camera surveillance images or information should be addressed to *AT* Contact us (at.govt.nz).
- 18.3 We may collect *Your* personal information (including from camera surveillance and from *Your* tickets, including *HOP Cards*) for a number of purposes in connection with the provision of public transport services.
- 18.4 Our Privacy Policy Customer Privacy Policy (at.govt.nz) and Camera Surveillance Policy provide further details and can be found at: CCTV policy (at.govt.nz)

## 19. Filming and photography on *Vessels*

- 19.1 If *You* wish to film or photograph while on any of our *Vessels* or premises other than for personal use, *You* must seek prior written permission from us by Contact us (at.govt.nz)
- 19.2 We discourage filming or photographing for personal use whilst on any of our *Vessels* or premises where the footage collected includes passengers and/or public transport crew 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, Conditions of carriage (at.govt.nz). We may cancel *Your* Ticket and require *You* to get off our *Vessel* 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, We may not let *You* board a *Vessel* or We may require that *You* get off a *Vessel* 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 *crew* are not able to provide
  - Cause inconvenience to, discomfort to or objection from other passengers
  - 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 *Vessels*, premises, or equipment
  - *Your* conduct is inappropriate, or *You* are abusive towards our *crew* or other passengers or cause them any discomfort or offence.
- 20.3 *You* must get off a *Vessel* or leave our premises (and take *Your* luggage with *You*) when our crew ask *You* to.
- 20.4 If *You* have caused any damage or loss to our *Vessels* or premises, or caused injury to any person, We may seek redress through appropriate legal channels.

## 21. Providing feedback

- 21.1 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 Contact us (at.govt.nz)
- 21.2 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.
  - 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 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 our *staff* or employees.
- 22.2 *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.
  - For any losses, damages, costs, distress, or inconvenience if *We*:
    - refuse to allow *You* to travel.
    - refuse to allow *You* to travel with any luggage or other item.
    - if our services depart early, arrive late, are cancelled, or miss stops or
  - terminate early.
  - 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.
  - 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).

**“AT”** means Auckland Transport

**“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).

**“Contactless Payment method”** includes:

- a debit card or credit card issued by your bank or financial institution including physical Visa, Mastercard, American Express and UnionPay credit or debit cards on which contactless payment is enabled. (Please note, Buy Now, Pay Later company, pre-paid gift cards and reloadable debit cards are not accepted by the AT Ticketing System); and

- digital wallets linked to your credit or debit card via a Smart Device (including smart phones, watches and other wearable devices) supported by Apple Pay, Google Pay and Samsung Pay. (Please note, Samsung Pay is enabled outside of New Zealand and is available only if you have a Samsung Pay account in a different country).

“**Crew**” are ferry crew members (Onboard service, deckhands and skippers)

“**HOP Card**” is a contactless *Smartcard* that can be used for payment for travel on AT public transport services in the Auckland region.

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

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

“**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.

“**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 *Trips* on early morning services before 7am are *Offpeak*.

“**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 Auckland Transport and an *Operator* of services entered into in accordance with the Public Transport Operating Model and the Land Transport Management Act 2003.

“**Road Replacement Services**”- Alternate road transportation in a event of cancelled ferry service.

“**Staff**” means operator, AT or any other AT contracted staff.

“**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 *Vessel* 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.

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

“**Transfer**” means a change of *Vessel* 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.

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

“**Vessel**” is a reference to a *AT public transport ferry*.

“**We**”, “**us**”, “**our**” means Auckland Transport, or an *Operator* including employees or contractors of either Auckland Transport or an *Operator*.

“**You**” or “**Your**” means any passenger using a *Vessel* or a passenger who is on premises that form part of the *AT* public transport network.