

Conditions of carriage

Conditions of Carriage for travel on *Auckland Transport* bus. These conditions apply to passengers travelling on Auckland Transport bus services provided by *Operators* appointed by Auckland Transport under the Public Transport Operating Model (PTOM). This includes Rail/Ferry replacement and Event Buses. 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 buses (*Vehicle(s)*) or on any of our premises that form part of the *Auckland Transport* public network.

1.2 *You* agree to, and are bound by, these conditions, and terms specified on the *Auckland Transport* Website when *You* choose to travel on the *Auckland Transport* public network by boarding one of our *Vehicles*, or if *You* are on one of our *Vehicles* or any premises used as part of the *Auckland Transport* public network, for any other purpose.

1.3 These conditions may change from time to time. Go to: [Conditions of carriage \(at.govt.nz\)](https://at.govt.nz/conditions-of-carriage).

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 vehicle 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 \(at.govt.nz\)](https://at.govt.nz/timetables) 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 operators control and are not guaranteed.

3.2 The scheduled arrival or departure times of services are shown at many 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.

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; traffic conditions; the condition of road; 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, certain road closures, diversions, and trials. These are “planned service disruptions”. *We* will provide *You* with information on planned service disruptions at (include AT Website link) and via other media channels, such as posters on affected bus stops and rail stations.

3.6 If service disruptions occur, *We* may use a different *Vehicle*, change timetables or routes, or stop or cancel *Vehicles*. If the service disruption is unplanned then *We* may 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 *Vehicle* or a *Vehicle* with different passenger, or luggage capacity.

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. Vehicle capacity and health and safety

4.1 *We* try to provide appropriate *Vehicle* capacity on our services, but there may be occasions when a *Vehicle* reaches its legal passenger capacity limit, or a limit required under public health direction. If a *Vehicle* is full, *You* may be refused entry to board it, and in some cases, it may not stop to pick up waiting passengers.

4.2 *We* may refuse *You* entry to, or require *You* to leave, our *Vehicles* at any time for health and safety reasons.

4.3 In some instances, *Auckland Transport* 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 bus services

5.1 *You* must ensure that *You* are clearly visible to the driver at *Your* bus stop or pick up point – *You* need to signal/hail the driver in sufficient time to allow the driver to stop safely. This indicates that *You* would like to catch that service including at bus stops serviced by multiple bus routes, which can cause confusion if the driver is not signalled to stop.

5.2 *You* must get on and off the bus only at designated bus stops, including temporary stops unless directed by the driver in an emergency. For a published “hail and ride” service or an “*Auckland Transport* On Demand” service. Drivers will stop only where it is safe and legal to do so.

5.3 If there are passengers waiting to get off the bus, *You* must let these passengers get off before *You* get on the bus. Passengers will need to board through the front door while passenger exit through the rear door.

5.4 *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. Standing is not permitted on the upper deck of the decker buses or in the stairs leading to the upper deck.

5.5 School students using any school bus service must use the front door of the bus to get on the bus. When the bus has stopped at a school at the end of a school bus route, students may get off via either the front or back door.

5.6 Onboard bus signage must be observed and complied with at all times.

6. Paying Your Fare using a HOP Card or Visa/Debit Card

6.1 *You* can now pay your fare using a HOP Card, Visa, MasterCard, or credit card through the PayWave option. Cash is no longer accepted.

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, Visa, MasterCard, or approved Ticket to Travel.

6.3 *You* must ensure that *You* have a funded HOP card, Visa, MasterCard, or credit card 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 Auckland Transport staff or Transport Officers

6.4 In Auckland a Super Gold AT HOP card gives you free travel during *Off-peak* hours between 9 am and 3 pm and after 6:30 pm on *Weekdays*; and all day on *Weekends* and public holidays. on designated services. All bus *Trips* on early morning services before 7am are *Off-peak*. please see [What you need to know about the SuperGold concession](#)

6.5 When *You* have to change *Vehicles*, *You* may start, or break and resume, a *journey* at any station or bus stop; It is mandatory that *You* tag on and tag off every time using the same card *You* board or alight from a *Vehicle*.

6.6 Each person getting on a bus is expected to use their own HOP Card, Visa, MasterCard, or credit card. Alternatively, they can be paid for by their accompanying customer using a valid AT HOP Card. Please check with the bus driver

6.7 When using stored value on a HOP Card, Visa, MasterCard, or credit card, if *You* do not tag off at the end of *Your* Trip, a “Default fare” will be applied to *Your* card.

6.8 Stranded Passengers (Without Fare) – **Final service for the day for that specific route only.**

- Lost HOP Card
- Insufficient balance in HOP Card
- Lost Wallet

Auckland Transport Driver (Bus) will allow *You* to travel and not question or investigate the authenticity of the information provided i.e., listed above, and *You* will need a paper ticket which will be issued by the bus driver as a one-off for free.

6.9 *You* must only tag off on reaching your stop and not before your intended stop arrives.

6.11 In addition to these Conditions, use of AT *HOP Cards* is subject to the AT *HOP Card* Terms of Use. [AT HOP Card terms of use](#)

7. School Bus Service

7.1 Any student from any school can get on any AT school bus and travel between any two stops on the route, provided there is enough room on the bus.

7.2 While using school bus service, students are to adhere as below.

- Students must enter only from the front and exit the bus in orderly manner.
- Students must be seated while the bus is in motion when seats available.
- Move as far as allowed towards the back of buses when *You* are standing.
- Students must follow the instructions of the bus driver who has the authority to the conditions of carriage and ensure the safety of all passengers. Bullying or harassing behaviour other students is strictly prohibited.

7.3 The following activities or behaviours are not allowed on *Auckland Transport Vehicles*:

- Talking loud, shouting, and other disruptive behaviour.
- Food and drinks are strictly not permitted on school bus service.
- Putting feet or footwear on *Vehicle* seats
- Using offensive language or any other threatening behaviour
- Smoking or using e-cigarettes (or other similar “vaping” devices)
- Sniffing glue or other solvents
- Drinking alcohol or taking drugs.
- Writing on or otherwise vandalising seats or any interior or exterior parts of our buses
- Carrying any *Weapon* or any noxious or illegal substance
- Damaging, soiling, littering, or misusing any part of the *Vehicle*

- *You* must not play music/podcast or listen to radio without using headphones?
- Throwing objects or material inside or outside the *Vehicle*.
- Doing anything illegal
- Pushing the stop button when not intending to alight at the next stop.

7.4 Each Student getting on a bus is expected to use their own HOP Card, Visa, MasterCard, or credit card. Alternatively, they can be paid for by their accompanying customer using a valid AT HOP Card. Please check with the bus driver.

7.5 School bus Service – Stranded Children (Without Fare)

To always ensure child safety, AT has a policy that no child should be left behind if they're unable to pay a school bus fare.

- **Child not having the fare:** School bus service Driver will take the child, no questions asked, and advise of getting a HOP Card or alternative pay wave payment options.

7.6 Failure to adhere to conditions of carriage may result reporting to school for disciplinary action, including suspension of school bus privileges.

8. Concessions and discounts

8.1 We have a range of discounted or free fares, and travel concessions. Concessions and discounts are available for the following people on *Auckland Transport* services, subject to detailed eligibility rules set out at: [Card concessions & discount fares \(at.govt.nz\)](https://at.govt.nz/card-concessions-and-discount-fares)

9. A safe and comfortable Journey

9.1 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 *Vehicle*.
- Move as far as allowed towards the back of buses when *You* are standing.

9.2 *You* must obey all notices and co-operate with, and follow all instructions from, our *Driver*.

9.3 We encourage *You* to interact with our *Driver*, but *You* must not speak to a bus driver while the bus is moving, except in an emergency.

9.4 If there are no seats available or *You* choose to stand, *You* must hold onto a fixed object such as a pole, seat-back grab handles while the *Vehicle* is moving (Not back of the seat).

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
- In any area marked as a “no standing” area.

9.5 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. Similarly, *You* must remove scooters, skateboards, and similar devices from these areas if the space is needed for a wheelchair or pram.

9.6 *You* must not carry onto our *Vehicles* 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.

9.7 The following activities or behaviours are not allowed on *Auckland Transport 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 or any other threatening behaviour
- 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
- Drinking alcohol or taking drugs.
- Writing on or otherwise vandalising seats or any interior or exterior parts of our buses
- 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
- Doing anything which endangers or causes discomfort or offence to any other person.

9.8 *You* may not get on any of our *Vehicles* *Wearing* (or *Wear* while travelling) any motorcycle helmet, ski mask or any type of headgear which conceals *Your* face unless *You* are *Wearing* the headgear for religious, medical, or public health reasons.

9.9 If another passenger is not complying with these conditions, please tell one of our *Driver* and *We* will advise the passenger what they need to do to comply or take other appropriate action.

9.10 If *You* notice any suspicious activity or unattended luggage, please tell our *Driver* as soon as possible.

9.11 *Auckland Transport* recognises the impact COVID has on our *Auckland Transport* network and the requirements for passengers. *We* expect all passengers to follow the requirements set out by the New Zealand Government and *Auckland Transport* relating to COVID for public transport.

9.12 BUS: *You* may drink on our *Vehicles* if drinks are in a container with a lid (to prevent spillage) and are non-alcoholic. Eating is not permitted on our *Vehicles*.

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

10.1 *We* are committed to making public transport an easy and convenient experience for people with disabilities.

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

10.3 If *You* use a wheelchair or *Mobility Aid* while travelling with us, *You* must comply with the requirements identified in the Accessibility Guide, 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.

10.4 All *Auckland Transport* 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 *Auckland Transport* buses due to their size, Weight, manoeuvrability.

- Maximum dimensions: 700mm wide x 900mm long
- Weight limit: 300kg total Weight including the user.

10.5 Transport mobility devices such as powered mobility scooters and segways are not classed as wheelchair and are not to be carried on all *Auckland Transport* bus services.

11. Travelling with Active mode and similar equipment

11.1 Skateboards manual/electric are allowed on buses if stored safely or held between a passenger's legs when seated.

11.2 For safety of the passengers on board of buses only compact folding bikes and scooters are permitted on board and must be folded down before boarding.

11.3 Foldable e scooters are allowed on buses if stored safely or held between a passenger's legs when seated. They need to be folded before boarding the bus and are to remain folded until they step out of the bus.

11.4 Full size bicycles and non-collapsible scooters (including electric) cannot be brought on board the bus.

11.5 Compact, fully folding bikes must be folded down before boarding and remain folded and carried on board by the cyclist.

Folding bikes must not exceed the dimensions: 82 cm long x 69 cm high x 39 cm wide.

Rims maximum 51cm diameter (about 20 inches).

Kick-bikes that meet the criteria for folding bikes can also be taken on buses.

[Bikes & public transport \(at.govt.nz\)](https://at.govt.nz)

11.6 Full size bicycles and non-collapsible scooters (including electric) cannot be brought on the bus.

11.7 Segway or any other personal mobility device other than listed in **Section-10** is not allowed on buses.

11.8 We are not liable for loss or damage to your equipment whilst You are travelling with Us.

Bicycles on NX-1 Services (Second phase of bikes in buses trial begins - cyclists can now cross the Auckland Harbour Bridge)

11.9 We are committed to making public transport an easy and convenient experience for people with bicycles on our NX1 service.

11.10 Space is limited to 2 bicycles in a single bike rack, so bicycles are accepted on a first-come, first served basis as capacity allow on our NX1 services

11.13 If you bring your bicycle while travelling with us on the NX1 services, *you* must comply with these requirements

- You must ensure that your bicycle is suitably clean
- Your bicycle and any items attached to the bicycle cannot be longer than 1.9 metre in length in total.
- The bicycle once in the rack must not extend into the common walkway of the bus preventing the safe passage of other customers.
- If you have an Electric bike, the battery carried must be in good working condition.
- No charging of an Electric bike is allowed while on the bus.
- You must follow the instructions of placing your bicycle into and out of the racks as shown inside the bus. Particular attention is given to the safe restraint of bicycles in racks using the seat belt style restraints provided.
- The bus driver has no obligation to assist you with your bicycle.
- You must mount on the front of the bus and exit at the rear of the bus
- You must be able to safely carry your bicycle onto and out of the bus without any help from others.
- You must remain within easy contact with your bicycle in case it needs to be moved for whatever reason.
- We are not liable for loss or damage to your equipment whilst You are travelling with us.

12. Travelling with luggage

12.1 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 *Driver* in relation to items brought onto a *Vehicle*.

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

12.3 *Driver* 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.

12.4 We do not carry unaccompanied luggage.

12.5 We are not liable for loss or damage to *Your* luggage or any other property that *You* wish to travel with.

13. Travelling with children

13.1 Children under 5 years old must be accompanied by a passenger who is at least 16 years old.

13.3 Our *Vehicles* have different capacities for carrying prams (including buggies and strollers). Check the *Auckland Transport* 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: [Luggage on public transport \(at.govt.nz\)](https://at.govt.nz/luggage-on-public-transport)

14. Travelling with animals

14.1 *You* may travel on our *Vehicles* with *Your* certified disability assist dog in accordance with the Dog Control Act 1996. Certified disability assist dogs do not wear a muzzle.

14.2 *You* must comply with our *Driver'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.

14.4 Domestic pets are permitted to travel on PT Services, pets must be enclosed in a suitable pets' carriers that fit on the customers lap or be wearing a lead and cage type muzzle at all the times. Additional Terms and Conditions apply and can be viewed at ([Taking animals on public transport \(at.govt.nz\)](https://at.govt.nz/taking-animals-on-public-transport))

14.5 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*.

14.6 *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.

14.7 Passengers travelling with domestic pets must travel during *Off-peak* periods only.

15. Travelling in large groups

15.1 BUS: *We* encourage larger groups to travel during *Off-peak* periods. This is to minimise the possibility that *We* may not be able to accommodate *Your* group and may refuse entry to some or all of *Your* group on the service that *You* wish to use.

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

16. Ill health or accident while travelling with us

16.1 Tell our *Driver* 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: [Contact us \(at.govt.nz\)](mailto: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 *Vehicles* and how *You* can get it back (if it is found), is set out on: [Lost property \(at.govt.nz\)](http://at.govt.nz/lost-property)

17.2 *We* cannot accept any responsibility or liability for anything left on any of our *Vehicles* in any circumstances.

17.3 *We* regret to inform *You* that *We* only hold lost items found in our vehicle 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 *Vehicles* to enable us to deter and follow-up issues such as theft, assault, vandalism and other undesirable or unacceptable behaviour. *Auckland Transport* uses CCTV for other purposes. Refer to *Auckland Transport* CCTV policy for more information: [CCTV policy \(at.govt.nz\)](http://at.govt.nz/cctv-policy)

18.2 Enquiries relating to camera surveillance images or information should be addressed to *Auckland Transport* [Contact us \(at.govt.nz\)](mailto: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 Vehicles

19.1 If *You* wish to film or photograph while on any of our *Vehicles* or premises other than for personal use, *You* must seek prior written permission from us by [Contact us \(at.govt.nz\)](#)

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

20. Failure to comply with these conditions

20.1 If *You* do not comply with these conditions, (Need to add CoC Weblink We may cancel *Your* Ticket and require *You* to get off our *Vehicle* or leave our premises. If this happens, *You* will not be entitled to a refund.

20.2 In addition to anything else in these conditions, 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, 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 *Driver* 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 *Vehicles*, premises, or equipment
- *Your* conduct is inappropriate, or *You* are abusive towards our *Driver* or other passengers or cause them any discomfort or offence.

20.3 *You* must get off a *Vehicle* or leave our premises (and take *Your* luggage with *You*) when our *Driver* ask *You* to.

20.4 If *You* have caused any damage or loss to our *Vehicles* or premises, or caused injury to any person, *We* may seek redress through appropriate legal channels.

21. Providing feedback

21.1 *We* welcome 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 \(at.govt.nz\)](mailto: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 Other than as described in paragraphs 22.1; *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.
- 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).

“Auckland Transport” is the operating brand name of public transport services managed by 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).

“Driver” Bus Drivers who drive Auckland Transport buses.

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

“Journey-based fare” refers to the *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 bus *Trips* on early morning services before 7am are *Off-peak*.

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

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

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

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

“Staff” means driver, 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 *Vehicle* or platform.

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

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

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

“Vehicle” is a reference to a *Auckland Transport* bus, including any rail replacement bus service, as applicable.

“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 *Vehicle* or a passenger who is on premises that form part of the *Auckland Transport* public network.