

**AUCKLAND PASSENGER RAIL NETWORK CONDITIONS OF
CARRIAGE – AUCKLAND ONE RAIL LTD
16 January 2022 onwards**

1. Application of Conditions

1.1 Application of Conditions

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 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 *Passenger Service*.

Italicised terms are defined in section 7.

1.2 AT HOP Card Terms of Use

In addition to these *Conditions*, use of *AT HOP Cards* are subject to the *AT HOP Card Terms of Use*.

1.3 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's* representatives may carry out full ticket checks on board any *Passenger Service*. A *Customer* must, if required by the *Operator's* representative, show a *Valid Rail Ticket* for travel and, if applicable, evidence of a *Concession Entitlement* when on board a *Passenger Service*.

2. Liability

2.1 Liability of Operator

Customers use the *Passenger Services* at their own risk and (to the extent permitted by law) the *Operator* will not be responsible for any loss, damage, cost, expense or injury suffered by *Customers* (or *Pets* accompanying customers), or for any loss or damage to a *Customer's* property, resulting in any way from the use of the *Passenger Services*. Without limiting the foregoing:

- (a) The *Operator* will not, 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 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) The *Operator* does not guarantee that *Passenger Services* will be available at any particular time or at all. The *Operator* is not 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; or
 - (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.
- (d) The *Operator* may vary or cancel wholly or in part the scheduled services shown in the *Operator's* timetables or may vary the point at which *Customers* are able to embark or disembark *Passenger Services*.
- (e) The *Operator* does not guarantee the time of arrival or departure of its *Passenger Services* at the times published in any timetable for the *Passenger Services*.
- (f) The *Operator* does not guarantee the availability to any *Customer* of any seat or any specific area within a *Passenger Service*.
- (g) *Valid Rail Tickets* are subject to any alteration which the *Operator* may make to the *Passenger Service* to which that *Valid Rail Ticket* relates during the currency of the *Valid Rail Ticket* and the holder of the *Valid Rail Ticket* is not entitled to any allowance or compensation due to any change in the time or location of the *Passenger Service* or any reduction in the *Passenger Service*.
- (h) The *Operator* is not required to refund money or to make any other allowance to a *Customer*.
 - (i) because of a subsequent reduction in the rate for that *Valid Rail Ticket* type; or
 - (ii) who is unable to fully utilise their *Valid Rail Ticket* for any reason. Nothing in these *Conditions* is intended to limit or replace any rights *Customers* have under the Consumer Guarantees Act 1993.

2.2 Liability of the Customer

The *Customer* will be liable for any loss, damage or cost suffered or incurred by the *Operator* as a direct or indirect result of the *Customer* breaching any obligation under these *Conditions*, including (without limitation) any obligation relating to *Pets* accompanying a *Customer*.

3. Accompanied Items and Lost Property

3.1 Accompanied Items

The following conditions apply to *Accompanied Items*:

- (a) All *Accompanied Items* are carried under the conditions set out in section 268 of the Contract and Commercial Law Act 2017.

- (b) Large items, including bicycles and other personal mobility devices, may only be carried if there is room for them on a *Passenger Service* and other personal mobility devices. These 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 that purpose. The *Operator* may refuse to carry large items on any *Passenger Service* where, in the opinion of the *Operator*, the carriage of these large items may cause danger, discomfort or inconvenience to other *Customers*. Large items cannot be carried on *Passenger Service* replacement bus services or special event services.

3.2 Privately owned personal mobility devices

Privately owned personal mobility devices e.g. wheelchairs (powered and nonpowered), scooters (including e-scooters), bicycles (including e-bikes), skateboards (including powered skateboards), unicycles (including powered unicycles), selfbalancing scooters and segways are permitted onboard trains.

Where privately owned personal mobility devices are brought onto a *Passenger Service* parking brakes are to be applied, the device is to be switched off, and folded where applicable.

3.3 Commercial (hire) personal mobility devices

Commercial (hire) personal mobility devices e.g. hire bikes and hire e-scooters are **not** allowed onboard passenger services.

3.4 Other items and devices

- (a) Prams, pushchairs, baby carriages, shopping jeeps, battery-powered personal mobility scooters (subject to clause 3.4(b)), non-motorised golf buggies and similar items may be carried on a *Passenger Service* 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 across the retractable or 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. The *Operator* is not obliged to lift / manoeuvre wheelchairs, prams or other heavy items.
- (b) Battery powered personal mobility scooters may be brought by mobility-impaired *Customers* on a *Passenger Service* if they are no longer than 1350mm, no wider than 650mm, do not have a fully laden weight of more than 200kg and are capable of turning easily from the door of the *Passenger Service* into a designated parking area within the *Passenger Service*.
- (c) Guide or Assistance Dogs can always be carried free of charge on all *Passenger Services*.
- (d) *Pets* are permitted to be carried on *Passenger Services* free of charge, subject to the following provisions:
- (i) only one *Pet* is permitted per handler;
 - (ii) the *Pet* is either placed in a fully enclosed carrier or kept under control by someone capable of doing so with the use of a lead;

- (iii) with regard to dogs:
 - (A) unless wearing a muzzle that is able to prevent the dog from biting, dogs are to be enclosed in a suitable pet carrier that is small enough to be stored securely under the seat or held on the *Customer's* lap, or in a stroller, as long as that will not impede other *Customers* in moving about the *Passenger Service*, and the stroller remains in the 'T car' (the train carriage that can be accessed without using steps); and
 - (B) muzzled dogs travelling outside of a carrier must remain muzzled while on a train and on station property;
- (iv) a *Customer* who takes a *Pet* onto a passenger service must remove any waste that *Pet* creates from the *Passenger Service* or station property before leaving the *Passenger Service* or station property;
- (v) a *Customer* who takes a *Pet* onto a *Passenger Service* must not allow the *Pet* or its carrier to occupy a seat or be placed in a way that prevents another *Customer* from using that seat;
- (vi) a *Customer* must not allow a *Pet* to stray or wander onto or into a *Passenger Service* or onto station property. The *Customer* in charge of the *Pet* must have full control of their *Pet* at all times;
- (vii) *Pets* can only board trains between 09:00 to 15:00 and after 18:30 on weekdays, and at any time on weekends and public holidays;
- (viii) *Pets* cannot travel on rail replacement bus services;
- (ix) *Customers* younger than 16 years old cannot travel with *Pets* alone;
- (x) The *Operator* may ask a *Customer* in charge of a *Pet* being carried on a *Passenger Service* to remove the *Pet* from the *Passenger Service* or station property if, in the opinion of the *Operator*, the *Pet* is causing a disturbance or acting in a manner that pose a risk to the safety of any person, or another animal; and

If asked to do so under condition 3.4(d)(x), a *Customer* must remove their *Pet* as soon as is reasonably practicable.

- (e) *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*.
- (f) The *Operator* will give reasonable assistance to *Customers* who require it. However, they are not expected to lift any item heavier than 15kg, or which is bulky or difficult to lift, or which presents a risk of injury to the *Operator*.
- (f) A *Customer* in or on a *Passenger Services* or station property must not convey or bring, or attempt to convey or bring, anything that could injure or endanger another person or damage property e.g. petrol, firearms, corrosive chemicals, pesticides, biocides, anything containing radioactive materials, poisons, etc.

3.5 Lost Property

The *Operator* is not responsible for any lost property on a *Passenger Service*. Visit <http://www.aucklandonerail.co.nz> or contact the *Operator* on 09 969 7777 for further information on lost property.

3.6 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.

4. Information

4.1 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*, collected directly from the *Customer* for any purpose associated with the operation and improvement of *Passenger Services*, marketing and promotion of the *Operator* or *Auckland Transport* and any other administrative purpose. The *Operator* may disclose any such information to any of its subsidiaries, associated companies, *Auckland Transport*, *Auckland Council* and/or government agencies, third party service providers or any other person engaged in business operations with the *Operator* from time to time as necessary for business purposes, or as required under the Privacy Act 2020.

4.2 Personal information collected, stored, used and disclosed by the *Operator* will be collected, stored, used and disclosed in accordance with the Privacy Act 2020, and the *Operator's* Privacy Policy (available at: <http://www.aucklandonerail.co.nz>). *Passenger Services* and station property 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 New Zealand Police or other authorities.

5. Customers

5.1 Each *Customer* must comply with any notice or instruction given by the *Operator* concerning *Customer* conduct or the operation of any *Passenger Service*. *Customers* may only travel in areas of the *Passenger Service* designated by the *Operator*. When on a *Passenger Service*, a *Customer* must, always:

- (a) act in a safe and responsible manner;
- (b) co-operate with, and observe all instructions from, the *Operator*;
- (c) follow all signs and obey all notices; and
- (d) ensure that hot drinks are only consumed from lidded or spill proof containers, and will not:
 - (e) smoke, take drugs or consume food;
 - (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 or Assistance Dog or Pet* meeting the criteria outlined in condition 3.4(d));
- (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 a *Passenger Service* fare for which the *Customer* is liable;
- (l) litter, 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.

6. Refusal to Carry

- 6.1 The *Operator* and its representatives may refuse to carry a *Customer* or any property, refuse carriage under a *Valid Rail Ticket* or require a *Customer* to disembark at a station 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 persons under the control of the *Customer* or the *Customer's* 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 *Customers* is, or may be, threatened;
 - (g) the *Customer* 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;

- (h) the *Customer* is consuming a hot drink in an open, or non-spill proof container;
- (i) the *Customer* is abusive towards, the *Operator*, contractors or other *Customers* including by swearing or using racist or other inflammatory language or threats;
- (j) the *Customer* is noisy or violent or is disturbing the peace;
- (k) the *Customer* is carrying a weapon or any noxious or illegal substance;
- (o) the *Customer* is accompanied by an animal (other than a *Guide or Assistance Dog*, or *Pet* meeting the criteria outlined in condition 3.4(d));
- (l) the *Customer* has (or has previously) vandalised a *Passenger Service* or any other station property or other equipment used by the *Operator* or *Auckland Transport*;
- (m) the *Customer* has evaded, or is attempting to evade, a fare; or
- (n) the *Customer* is in breach of these *Conditions*.

7. Definitions

7.1 In these *Conditions*:

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

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 Card Terms of Use means the terms and conditions relating to governing the possession and use of an *AT HOP Card* set out on the *Auckland Transport* website www.AT.govt.nz;

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

Auckland Transport 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 a person on a *Passenger Service* who holds, or is required to hold, a *Valid Rail Ticket*;

Guide or Assistance Dog means a guide dog certified under the Dog Control Act 1996 used for sight, hearing, mobility, epilepsy or any other disability assistance, and guide dogs in training;

Operator means Auckland One Rail Limited, its employees, agents, contractors, 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 using an alternative mode of transport;

Permit to Travel means a permit issued by the *Operator* or its representative or a *Transport Officer* 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*;

Pet means a tame, domestic animal that lives in a *Customer's* home;

Valid Rail Ticket means either:

- (a) a paper ticket purchased from a Ticket and Top Up Machine or Customer Service Centre;
- (b) an *AT HOP Card* (loaded with HOP Money, a Period Pass or a Pre-Paid Trip (as defined in the *AT HOP Card* Terms of Use));
- (c) a *Permit to Travel* (issued by the *Operator*); or
- (d) a monthly ticket issued by the *Operator* for use by the *Operator's* nominated staff and their dependents (separate conditions apply).

8. Interpretation

8.1 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 and successors;
- (i) the term includes or including (or any similar expression) is deemed to be followed by the words "without limitation"; and
- (j) other parts of speech and grammatical forms of a word or phrase defined in these *Conditions* have a corresponding meaning.

9. New Zealand Law

9.1 These *Conditions* are governed by New Zealand law. 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.

10. General

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

- (a) the extent applicable in each case, subpart 1 of part 5 of the Contract and Commercial Law Act 2017, the Railways Act 2005 and the Human Rights Act 1993;
- (b) the Land Transport Act 1998;
- (c) all other laws, conditions and any license applicable to carriage under a *Valid Rail Ticket*;
- (d) these *Conditions*; and
- (e) all other conditions, regulations and information appearing on a *Valid Rail Ticket*.

10.2 These *Conditions* are intended to be for the benefit of, and enforceable by, the *Operator* for the purposes of subsection 1, part 2 of the Contract and Commercial Law Act 2017.

11. Overriding law

- 11.1** If any provision 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 applicable as part of these *Conditions* to the extent that it is not in conflict with the law. The invalidity of any provision does not have the effect of invalidating any other provision of these *Conditions*.

12. Conflict with Ticket Conditions

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

13. No Waiver

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

14. Amendments to these Conditions

- 14.1** 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 (<http://www.aucklandonerail.co.nz>).

Last Updated – 16 January 2022