Metrocard terms and conditions -Effective from 30 June 2025 Introduction

1. These terms of use (Terms) govern your possession and use of Metrocards, Tertiary Student Metrocards and Metrostickkis (together referred to as Metrocards).

2. Environment Canterbury (we, us, our) has the right to vary the Terms in respect of the use of the Metrocard at any time, but we will give you not less than four weeks' notice of any change through the Metroinfo website, posters in buses and terminals, and other means of communication with you.

General Metrocard Terms

3. The Metrocard remains the property of Environment Canterbury.

4. The Metrocard is available for use on all participating Christchurch and Timaru Metro services. Participating Christchurch and Timaru Metro services are those services outlined in <u>Environment</u> <u>Canterbury's Regional Public Transport Plan</u>.

5. Environment Canterbury is not responsible for any operators of services outside of the Metro network that refuses to honour Metrocard. While standard Metro fares apply on all participating services, customers should be aware that additional fares may be charged on the Metrocard for services that are not operated under the Metro network. Environment Canterbury is not responsible for the quality of service provided as a consequence of the use of the Metrocard, or liable for any losses thereby incurred.

6. Environment Canterbury together with any participating bus and ferry operators are authorised to debit bus and ferry service fees and charges to Metrocard.

7. The available credit on Metrocard is not transferable and is non-refundable, except at the discretion of Environment Canterbury. We will transfer any available credit or refund it to you, provided that we are reasonably satisfied that the person to whom the refund or transfer is to be made is the rightful holder of the card. No interest will be paid to the cardholder for any funds on a Metrocard.

Expiry, Suspension and Cancellation of a Metrocard

8. Environment Canterbury has the right to cancel a Metrocard without notice or to confiscate or temporarily suspend any Metrocard if:

- a. we suspect it is being misused;
- b. or we suspect the cardholder has damaged or defaced any bus, bus stop or equipment;

c. following the introduction of a new card system when an old (defunct) card is presented for travel;

d. where a card is lost, or stolen; or

e. otherwise on request from the NZ Police or as required by law.

9. If the Metrocard is cancelled, confiscated, or temporarily suspended in any of the circumstances set out in section 8, then any remaining credit will be non-refundable and forfeited to Environment Canterbury.

10. If a Metrocard is not used for three or more years –or Metrocard has been removed as an accepted payment method for Environment Canterbury public transport services for at least 12 months- the card will expire and any remaining credit will not be refunded. During the validity period of the Metrocard we will transfer any available credit, provided that we are reasonably satisfied that the person to whom the transfer is to be made is the rightful holder of the card. "Use" is defined as the purchase of a trip on a bus or ferry within the Greater Christchurch and Timaru Metro network.

11. When a new Metrocard is issued it must be loaded with a minimum value of \$5.

Privacy

12. All personal information relating to cardholders will be dealt with in accordance with the provisions of the Privacy Act 2020 (Act) and these Terms. Except to the extent allowed by the Act and these Terms, personal information will not be passed on to any third party without the cardholder's consent.

13. Environment Canterbury may collect the following personal information from cardholders:

- a. Name, phone number, email address, date of birth, physical address, postal address;
- b. Data in relation to the cardholder's use of Environment Canterbury's services;
- c. Payment and travel information; and
- d. Any communication with Environment Canterbury either directly, via phone or email.

14. Environment Canterbury may use personal information collected about cardholders:

a. To verify their identity.

b. In connection with the provision (or potential provision) of services to cardholders, including validating concession eligibility.

c. To communicate with cardholders in relation to those services.

d. To co-operate with government, industry, legislative or regulatory authorities. This includes, for the avoidance of doubt, the provision of information to the Police; and to the

Ministry of Health or the Canterbury District Health Board for the purposes of contact tracing when required to do so.

e. To protect and/or enforce Environment Canterbury's legal rights and interests, including defending any claim.

f. For any other purpose authorised by cardholders and/or the Act.

Concessions

15. From 1 February 2023, concession entitlements must be applied to a Metrocard to use the concession entitlement for travel.

16. If you are eligible, you may apply a concession to a Metrocard, or purchase a Metrocard that has a concession already applied. In order to apply a concession to your Metrocard, you must provide us with such evidence as we reasonably require in order to establish your eligibility. You can find out more information about your eligibility for concessions on the Metroinfo website.

17. Where a valid concession has been loaded onto a Metrocard, the cardholder agrees to allow Environment Canterbury to communicate, either verbally or in writing, with specific regard to that concession, how it operates, its expiry, or any other concession requirement. Environment Canterbury is able to validate concession eligibility with relevant third parties. For Tertiary Student Metrocard holders, the third party will be the eligible tertiary institute that issued the card on behalf of Environment Canterbury. Details of these tertiary institutions and the validation process are available at metro.co.nz/tertiary.

Customer Rights and Obligations

18. Metrocards must be validated for every trip taken on a participating bus or ferry service by presenting the card to the on board card-reader device. The cardholder must show their Metrocard, and/or boarding ticket, upon demand by an operator or driver. Failure to do so may mean that an operator charges the cardholder another fare.

19. Any cardholder who wishes to use an age-based concession must carry a Cando card, driver's license or approved "Metro" identification (ID) with them that records their eligibility for the reduced fare. This ID must be shown to the driver when boarding the service if requested. Failure to carry or display appropriate ID may result in a full adult fare being charged. If the cardholder is applying for an age-based concessionary Metrocard proof of Date of Birth is required. Information on requirements for accessing SuperGold and other concessions is available on metro.co.nz/fares.

20. The cardholder is responsible for providing registration details either via the online Metroinfo website or completing a registration form when applying for their Metrocard. Registration is required to allow the balance of a lost or stolen Metrocard to be transferred to a new card.

21. If a registered Metrocard is lost or stolen it is the responsibility of the cardholder to inform Environment Canterbury. Environment Canterbury will cancel any registered cards reported lost or stolen. Cancellation will take effect the next business day following notification of the lost or stolen card. A new Metrocard can be obtained, subject to the cardholder paying the card issuing fee and the value remaining on the lost or stolen card after the date of notification may be transferred to the new card.

22. Inappropriately registered or unregistered Metrocards cannot be cancelled and the value remaining on a lost or stolen Metrocard will not be refunded or transferred to a new card and will be forfeited to Environment Canterbury.

23. The cardholder is responsible for the care of their Metrocard.

24. Should a Metrocard fail to operate; the driver will retain the card and issue a receipt to the passenger. This receipt will be valid for the remainder of that business day and will allow the passenger to use Metro services for that day only. It is the passenger's responsibility to contact Metroinfo at the Bus Interchange to arrange for a new card to be issued and any funds transferred from the malfunctioning card to the new card. Where a replacement card has not been obtained the passenger will be charged full cash fares after the expiry of the receipt.

25. Environment Canterbury will replace any Metrocard that is faulty unless there is evidence of abuse of or tampering with the card.

26. Tertiary Student Metrocards cannot be replaced. If a Tertiary Student Metrocard is no longer usable due to any reason – or if Environment Canterbury discontinues the Tertiary Student Metrocard as a payment option- customers will need to purchase a standard Metrocard.

27. Before presenting a Metrocard, cardholders need to specify the full zonal distance they require on the first leg of their journey (first trip) if they want to benefit from the free transfers when travelling beyond Zone 1.

28. On presentation of your Metrocard, the fare will be automatically deducted. No paper receipts or tickets will be issued for fares purchased with a Metrocard, unless you are on your last available ride.

29. Environment Canterbury has the right to deduct funds from a Metrocard if an incorrect fare has been charged or a fee has been avoided.

30. A Metrocard is not transferable and Metrocard discounted fares are restricted to the cardholder.

Code of Conduct

31. To make sure every bus trip is a good one, we ask you to live by <u>some simple rules</u>.

Video Camera In Use

32. Video surveillance is in use on buses and ferries at all times. If you deface or damage a bus or ferry you could face up to 3 months imprisonment, a fine of up to \$2000 and be trespassed. No attempt is made to identify individuals from video surveillance footage except in relation to a reported or suspected incident requiring investigation.