

# TERMS AND CONDITIONS

## ON DEMAND TICKETING SYSTEM:

The Interline Connect On Demand Ticketing System is a software application (App) based electronic ticketing system. The App can be used to purchase ticketing and payment for On Demand public transport services within Edmondson Park area equipped with the Interline Connect On Demand Ticketing System. Tickets are purchased online using the App. A reference to us, we or our is a reference to Interline Connect (Ingleburn Bus Company Pty Ltd). and, where the context requires, its authorised representatives and agents.

## TERMS OF USE

The Interline Connect App Terms of Use: These Terms of Use are the terms and conditions that apply to your use of the App and the On Demand Ticketing System.

## ACCEPTANCE

Acceptance of terms: By ordering, using or registering on the App you agree to be bound by the On Demand Ticketing System Terms of Use in force at the time you order or use the service. If you do not agree to be bound, you must refrain from using the App. **In Addition, your acceptance is agreement that your records will be shared with TfNSW for purposes of sending customer satisfaction surveys.**

Personal information (information or an opinion about passengers), collected from passengers, such as name, date of birth, contact details, or sensitive personal information (including information about mobility/accessibility requirements) (together Personal Information) collected by Interline Connect may be disclosed to Transport for New South Wales (TfNSW).

TfNSW may disclose such Personal Information to other Australian government agencies. These government agencies may use Personal Information for any purpose relating to the exercise of their government functions. Such Personal Information may also be disclosed to other third parties if required by law.

TfNSW may also use passengers contact details to conduct surveys relating to the provision of the service provided by Interline Connect. By using these services provided by Interline Connect passengers consent to the collection, use and disclosure of their Personal Information in the manner outlined above.

Responsibility for a child: If you acquire a service via the app for use by a person who lacks, by reason of youth, the understanding necessary for these Terms of Use to be binding on them (Child), you are responsible for the use of the app by that Child.

You must pay the standard fares unless you are entitled to concessional fares (including concession or senior/pensioner Cards). When using a concessional fares travel, you must carry and produce upon request proof of your entitlement.

Customers with concessions must inform themselves of and comply with any such additional special terms and conditions. If concessional fares travel has been issued specifically to you, you must not permit any other person to use that service.

## ACQUIRING TICKETS.

You can acquire tickets through: The app only;

the app is available from apple stores or android stores. When registering for the app, you must provide all the information that we deem reasonably necessary for us to supply your tickets.

## USE OF ON DEMAND TICKETING SYSTEM

You must:

1. use the app. and On Demand Ticketing System in accordance with these Terms of Use;
2. not obtain or attempt to obtain Benefits by using an App or the On Demand Ticketing System in a way that is inconsistent with these Terms of Use;
3. provide us with the information and assistance that we deem reasonably necessary for the effective use of the App; comply with all laws and regulations applicable to your use of the App;

No refunds or transfers are provided for as in our terms and conditions.

## REGISTRATION

Registering for the service: In order to register for the service you must provide the information necessary to create a customer profile (Customer Profile), The identification details and security code that you are registering will be linked in the On Demand Ticketing System to your Customer Profile. but only one person can be linked to one Customer Profile at any given time.

Confidentiality: You must keep all usernames, passwords, personal identification numbers, security codes and answers to security questions confidential and you must not disclose this information to any person. You must not enable any other person, application (including any mobile application) or system to access your Customer Profile. We are not responsible for any loss suffered as a result of you disclosing any information, including any username or password contained in your Customer Profile to another person, any application (including any mobile application) or any system.

## PAYMENT, FARES AND BALANCES

Payment for travel: In connection with your use, you are responsible for the payment of all fares (including promotional fares, concession fares, discounted fares or fares with caps). We also reserve the right to apply charges in connection with the use of the Charges. Information about applicable Fares and Charges will be published on the [Interlineconnect.com.au](http://Interlineconnect.com.au) Website and is subject to change from time to time.

Starting the trip. You must scan the QR Scan code at the beginning of your trip. Instructions on how to use the service will be set out on the [Interlineconnect.com.au](http://Interlineconnect.com.au) Website, and you must comply with those instructions.

## REFUNDS

Interline Connect - On Demand does not issue refunds. .

## PAYMENT AND FARES

Fares are purchased in advance using the Interline Connect app. Prices are set within the app.

***On demand services do not accept Opal cards.***

- all payments will be via credit / debit card.
- **(‘opt in’ process)** customers will be required to “opt in” to the service to allow collection of information and the ability for TfNSW to contact the customer for the purposes of conducting ‘Customer Satisfaction Surveys’.
- **(immediate or advanced bookings)** customers can book up to 24 hours in advance or as soon as 15 minutes prior to a trip departure.
- **(details to be sent to a customer on booking)** customers will be provided a booking confirmation immediately which will contain the following information:
  - specified pick up point
  - estimated time of pick up
  - estimated time of arrival/drop off
  - QR Scan Code
- **(notifications about disruptions)** customers will be sent a push notification to advise of delays/service disruptions
- **(live tracking of vehicle)** the vehicle will be able to be tracked through the app
- **(feedback)** customers will be able to provide feedback through the app with a five star rating system and a mechanism to provide free text.

Fares and the booking fee charged to customers for the Pilot Project will be determined by TfNSW. TfNSW may vary the fares from time to time. The Operator must adjust the fares and booking fees as required by TfNSW.

The fare structure will be as follows:

- **(One way fare)** standard fare of a total of \$3.10 will apply each way
- The above fares are inclusive of booking fees.

Concession fares of 50% of the standard fares will apply for the following:

- children and students (school students, tertiary and TAFE students – holding a ‘transport concession entitlement card’)
- apprentices and trainees, holding a ‘transport concession entitlement card’
- a holder of a ‘seniors card’ issued by any Australian state or territory
- a holder of a ‘pensioner concession card’ issued by any Australian state or territory
- Centrelink customers (receiving unemployment or other eligible Commonwealth benefits)
- people with disabilities
- veterans and war widow/ers
- asylum seekers with a ‘transport concession entitlement card’.

The concession fares will be inclusive of booking fees.

## Amendments:

We may, at any time, change any part of these Terms of Use or any other information referred to in these Terms of Use, by updating these Terms of Use or that other information accordingly at [Interlineconnect.com.au](http://Interlineconnect.com.au). Any such changes will take effect when they are published on the [Interlineconnect.com.au](http://Interlineconnect.com.au) website. If we make any such changes that we consider will adversely affect your use of the service in a material way, we will take such steps to notify you of those changes as we consider reasonably appropriate (for example, by including a notice on the [Interlineconnect.com.au](http://Interlineconnect.com.au) website). By continuing to use a service after any changes are published on the [Interlineconnect.com.au](http://Interlineconnect.com.au) website, you agree to be bound by those changes. If you do not agree to any such changes, you must refrain from using the service.

These Terms of Use apply in addition to conditions of carriage imposed by any provider of public transport services who accepts Interline Connect On Demand Ticketing System as payment for use of its services.

Accuracy of information: You represent and warrant that any information that you provide to us is true, accurate and up to date. If the information you provide changes or is out of date, you must notify us of the change as soon as possible.

Interline Connect On demand ticketing system guidelines: You must comply with all the procedures, policies and guidelines relating to the Interline Connect On Demand Ticketing System

Interline Connect On demand ticketing system Privacy Policy: We will handle personal information that we collect in relation to the Ticketing System in accordance with Privacy Laws and the Privacy Act 1988 (Cth) .

Use of the INTERLINE CONNECT On demand ticketing system indicates your consent to the use and disclosure of your personal information in accordance with the INTERLINE CONNECT On demand ticketing system Privacy Policy and relevant legislation relating to personal information and privacy.

### LAW ENFORCEMENT AND REVENUE PROTECTION

Revenue protection: You must co-operate with any officer (including any NSW police officer) authorised by us to monitor fare evasion, protect revenue or enforce compliance (Authorised Officer).

Proof of entitlement: This section does not apply if you are aged 4 to 15 years (inclusive) and using a "Child/Youth" concession Card or a School concession Card. When travelling concessional card, you must carry and produce upon request by an Authorised Officer evidence of your entitlement to support your eligibility (e.g. being a valid Senior Card, Pensioner Card or Student Card). If you fail to carry or produce the evidence referred to above, you may be liable to pay a fine. Your eligibility for concessional, discounted or free travel may also be suspended or withdrawn.

You must immediately produce evidence of the ticket that you are using if requested to do so by an Authorised Officer. You consent to any Authorised Officer inspecting INTERLINE CONNECT On demand ticketing system

Enquiries, complaints and disputes: You may raise enquiries, complaints or disputes by calling 131500

Customer instructions: Whenever you provide information or an instruction in connection with an INTERLINE CONNECT On demand ticketing system to us, we are entitled to assume that you have the right and authority to provide that information or instruction to us and that we are entitled to rely on the information or instruction.

Intellectual property rights: INTERLINE CONNECT On Demand Ticketing System (including related software, architecture, data or other information) and their operation are protected by copyright and other intellectual property rights that are owned by us and our licensors.

Assignment: If we assign our functions under the INTERLINE CONNECT On Demand Ticketing System or cease to be responsible for the operation of the INTERLINE CONNECT On Demand Ticketing System, the reference to “TfNSW”, “we”, “us” and “our” in these Terms of Use will refer to our assignee or the entity that has taken over the responsibility, as the case may be.

## INTERPRETATION

Proper law: These Terms of Use are governed by the laws of New South Wales and we and you submit to the exclusive jurisdiction of the courts of New South Wales.

Unenforceability: If any part of these Terms of Use is held to be unenforceable, the unenforceable part is to be given effect to the fullest extent possible and the remainder will remain in full force and effect.

Including: The words “including”, “such as”, “for example” and similar expressions are not intended as terms of limitation.

## LIABILITY

Delays: To the maximum extent permitted by law, we are not responsible for any delays in performing any of our obligations under these Terms of Use and any of our functions under the INTERLINE CONNECT On Demand Ticketing System. To the maximum extent permitted by law, we will not be liable for any loss, damage, costs or expenses incurred as a result of the failure or delay in processing any transaction including a refund, balance transfer, balance adjustment or transaction to add value.

Exclusion of representations and warranties:

All express or implied guarantees, warranties, representations or other terms and conditions not contained in these INTERLINE CONNECT On Demand Ticketing System Terms of Use are excluded from these INTERLINE CONNECT On Demand Ticketing System Terms of Use to the maximum extent permitted by law.

It is every Passengers responsibility to behave in a manner that ensures safety and comfort of the passenger and drivers in accordance with Transport for NSW published Code of Conduct. This includes:

Legal considerations on buses

- Obey the law that bans smoking on buses
- Ensure that buses are not vandalised – report any damage, e.g. graffiti and window etching, to the driver
- Do not interfere with bus property, equipment and signage
- Do not leave rubbish on the bus, or at bus stops or interchanges.

Term of Operation

The INTERLINE CONNECT on demand service will operate from 29<sup>th</sup> January, 2018 for 6 months with the potential of three x 6 months extensions.

#### Location

The area is primarily centred around the Edmondson Park Estate – Edmondson Park Railway Station.