

# Pymont Light Rail Company

## Terms and Conditions of Travel

26<sup>th</sup> February 2010

# Regulations

The Light Rail System (LRS) is owned by Pyrmont Light Rail Company (PLRC) and trades under the name “Metro Light Rail”. Any reference to PLRC includes any agent or contractor employed by PLRC.

## 1. Conditions of Carriage

All passenger traffic on the LRS is carried subject to the clauses set out in this document, the Rail Safety Act 2008 and the Transport Administration Act 1988.

## 2. Times of service

The times of first and last service published on notices, websites and otherwise are those times during which it is intended to operate a service, so far as the circumstances will permit. PLRC does not guarantee that services will run at or between these times.

PLRC reserves the right to cancel, amend, suspend or otherwise change any of its services as shown in publications.

## 3. Return Journeys

Before commencing a journey passengers should satisfy themselves that the light rail service will still be operating to their desired destination when they wish to take the return part of their journey. No liability will be accepted by PLRC, and refunds will not be given, in circumstances where passengers could not use the return part of their ticket because a passenger wishes to travel outside the planned operating times of the light rail services.

A return ticket entitles the holder to make one journey to the nominated zone, and one return journey from the nominated zone.

A passenger who stays on the vehicle when it terminates at either Lilyfield or Central is deemed to be making two journeys and must have a return ticket, period ticket or pass.

## 4. Consequential Loss

Except as provided by these Regulations, and to the extent permitted by law, PLRC is not liable for:

- Consequential or other loss of any kind, arising directly or indirectly from delay, failure to provide a transport service or service of any kind, or events that occur during the use of PLRC’s facilities, vehicles or equipment.
- Inaccuracy in any information published or provided by PLRC.

PLRC is not liable to provide passengers with alternate modes of transport if the light rail service is suspended or delayed for whatever reason.

#### 5. Contrary Conduct

If a passenger:

- is not in possession of a legitimate ticket or pass or travelling authority and refuses to purchase a ticket, or
- acts in a manner that is offensive, threatening or disrespectful to staff or other passengers, or
- is obviously drunk or under the influence of drugs, or
- damages or soils the vehicle or equipment belonging to PLRC, or
- causes a safety hazard by their actions, or
- refuses to obey a legitimate instruction from a member of staff, or
- acts in contravention of prohibition signs,

then their conduct is considered contrary, and they will be ejected from the light rail system without liability for any refund of fare. If the event causing the ejection is serious or persistent PLRC reserves the right to permanently ban the offending passenger from all light rail services and property.

#### 6. Customer Service Officers

Every vehicle has a driver and a Customer Service Officer (CSO) onboard. The CSO is responsible for managing all activity within the passenger compartment of the vehicle. Any reasonable instructions issued by the CSO must be followed, and failure to do so will be construed as conduct contrary to these Regulations and the Rail Safety Act, and offenders will be ejected from the light rail vehicles.

#### 7. Payment of fares

Most fares are purchased on the day of travel onboard the vehicles from CSOs. Some fares are pre-purchased periodical tickets.

Passengers are required to respond to the CSO's request for tickets and fares by indicating either that they need a ticket and proffering the money to do so, or by showing a valid ticket or pass. This is a positive requirement from passengers and an essential part of the ticket selling and checking process. It is not acceptable for passengers to ignore the CSO or refuse to respond because of another activity such as using a phone or laptop computer, reading the newspaper or talking to someone else. Such behavior will be treated as an attempt to evade a fare.

Passengers are not required to purchase a ticket for travel before boarding the vehicle unless requested to do so by a CSO who is selling tickets on one of the light rail platforms. If a passenger refuses to buy a ticket from a platform based CSO when they need one for the journey they are about to take they will be refused access to the vehicle by the CSO.

8. Ticket Validity Time.

- Single tickets are valid for use within 2 hours of purchase
- Return tickets and day passes are valid for use until 5 am the following day.
- 3 day passes are valid for travel until 5am following the third day after purchase, when the day of purchase counts as the first day
- Weekly tickets are valid until 5am following the seventh day after purchase, when the day of purchase counts as the first day.
- Annual tickets are valid until 5 am following the expiry date shown on the ticket.

9. Special event tickets

On certain days the light rail system is particularly busy and an alternative ticketing scheme will be introduced to enable faster sale of tickets. The normal ticketing structure and fares will be replaced. When Special Event Tickets are in force, periodical tickets such as weekly tickets and annual tickets remain valid.

10. Concessions

A concession fare is not a specific discount off a standard fare, but is a published fare the details of which are available on notices, websites and from staff. Not all full fares have a concession option, but most do.

Concession fares are available for certain passengers only. They are offered by PLRC subject to these Regulations and may be modified or withdrawn at any time.

Eligibility

Seniors' concession	available to holders of an Australian Seniors' card or Pension card (for Aged Pensioners), or an Australian War Widows' card.
Child concession	concession available to children less than sixteen years old. PLRC reserves the right to request proof of age identification before issuing a child concession fare.  Children less than six years old travelling in small family groups travel free. Children less than six years old travelling in large, non family groups (such as

	kindergarten groups) must purchase a child fare. The CSO will determine when this applies.
UTS/'Sydney TAFE' students	concession fares are available to these students on production of the relevant Institution's student ID. Please note that there is no concession available for students of other Tertiary institutions or schools.
Registered disabled	concession available for persons who are disabled and have a pensioner concession card because of that disability, and their attendant if they have one.
Visually impaired persons	passengers who carry a CityRail Vision Impaired Persons Permit are permitted to travel free. Accompanying attendants are eligible for a concession fare for the relevant journey.
Korean Vets	Concession available on production of a Korean War Veterans card.
ANZAC day	on ANZAC day passengers who are military veterans and who are in uniform may travel for free. Please note that this does not apply to veterans' relatives.

Note that pensioners other than aged or disabled are not eligible for a concession fare.

#### 11. Fare evasion

Every passenger is required to purchase a fare or have a valid travel pass, and a deliberate failure to purchase a fare or an attempt to avoid paying a fare will be treated as a criminal act similar to shoplifting. PLRC reserves the right to take whatever action is reasonable to apprehend and report fare evaders to the NSW Police, including circulating and publishing pictures of known offenders. CCTV cameras are located onboard all vehicles and at all stations.

If a passenger travels beyond the zone that they are entitled to travel by their ticket, and this becomes apparent through a CSO ticket inspection, then the passenger is liable to purchase a new ticket for the extra zone, and not just an add-on fare. If the passenger volunteers the over-ride to a CSO, then the passenger will be required to pay just the extra fare to make the ticket fare correct.

If a passenger attempts to travel using a fake ticket, or tampers with a genuine ticket to change its validity, then this will be treated as attempted fraud and the offender will be reported to the NSW Police.

12. Ticket checking

Occasionally it may be necessary to check tickets a number of times to prevent fraud. Passengers are required to present their tickets for inspection at every request by staff to do so.

13. Travel Passes

Some passengers have passes or travelling authorities which are valid for travel on the light rail. All passes or travelling authorities must be shown on request by a CSO. Failure to show a pass on request makes the passenger liable to buy a cash ticket, and failure or refusal to do that makes the passenger a fare evader, and they will be treated as such. Repeat offenders will be refused entry to the light rail system.

14. Cash and change

All payments must be in cash. CSOs cannot accept credit card/EFTPOS or cheques as payment. Payments for Annual tickets may be made by credit card when purchased via the Light Rail office as detailed on the application form.

If a passenger does not have cash or a valid ticket/pass, then they are not able to buy a ticket and will be ejected from the vehicle. Repeat behavior will be treated as fare evasion. No credit will be offered or issued to passengers unable to pay.

When purchasing a ticket we appreciate exact or small value notes/change. We are not obliged to accept \$100 notes as tender for fares, and we are not obliged to accept coins in greater aggregate value than that shown below:

Coin	Maximum aggregate value
5c	1 dollar
10c	2 dollars
20c	6 dollars

15. Refunds

13.1 Tickets purchased from a CSO

Refunds may only be made by a CSO at or just after the time of purchase, in circumstances where the passenger has purchased the wrong type of ticket or has changed their plans, and that ticket was purchased from the same CSO to whom the refund request is made. If a part of a ticket has already been used, such as one leg of a return ticket, or the CSO is unable to ascertain whether a ticket has been used or not, then a refund is not available from the CSO. In those circumstances, passengers wishing to obtain a refund should write to PLRC enclosing the ticket and listing the circumstances leading to a request.

PLRC does not refund partly used tickets (such as weekly, day pass and return tickets) unless the circumstances are exceptional.

### 13.2 Annual passes

Refunds of part used and unwanted annual tickets are available. Proof of original purchase is required (such as a credit card receipt). The amount refunded will be the purchase price less the price of a weekly ticket for the number of weeks that the annual ticket has been used, calculated at the prevailing rate for a weekly ticket over the period that the annual pass was used. There is also an administration fee of \$50.

Requests for refunds of annual tickets should be made to the PLRC office, enclosing the annual ticket no longer required.

### 16. Lost tickets

PLRC has no liability to provide a replacement ticket that is lost or stolen, unless the ticket is an annual ticket, when a replacement will be provided following receipt of proof of purchase and payment of a small administrative charge. If PLRC finds or recovers a lost annual ticket we will try to contact the purchaser to return it.

### 17. CCTV and Audio Recording

There is extensive use of CCTV and audio recording on the light rail system, including inside the vehicles. This is for the protection of customers, staff and the system itself. Such recordings may be reviewed or monitored by light rail staff at any time, and may be handed to competent third party authorities at the discretion of PLRC.

### 18. Disabled Access

The light rail system is designed to be as accessible as possible for all users, including those who are physically or visually disabled.

PLRC will use its reasonable endeavours to operate and maintain the facilities that make such disabled access possible (such as lifts, ramps and low floor vehicles) but cannot guarantee that they will always be available, as such equipment does sometimes fail or need repair. In the circumstances where such facilities are unavailable PLRC is not liable to provide alternatives to light rail travel if an intending passenger cannot use the light rail.

### 19. Bus Replacement Services

If the light rail services are suspended, on a planned or emergency basis, PLRC may introduce a bus replacement service. This is not guaranteed, and passengers are advised to check notices at stations or contact the light rail office to confirm if a replacement bus service is running when the light rail system is stopped. If a replacement bus service is running it will attempt to serve all light rail stops, but this may

not be possible due to traffic congestion or road access. The buses will set down and pick up passengers near, but not necessarily at, the light rail stop locations.

Bus replacement services will not run as frequently as the light rail service, and journey times may be longer. PLRC cannot guarantee that a low floor bus will be used if such a service is running.

Normal fare schedules will apply.

#### 20. Passenger interference with the vehicles or distracting the driver

Passengers are prohibited from interfering with the doors of a vehicle except when pushing the “open” button or requested to do so by a member of light rail staff. Any interference, including preventing the closure of a door to delay the departure of a vehicle, will be deemed unlawful.

Passengers must not distract or talk to the driver whilst the vehicle is in motion. If a passenger needs to talk to the driver in an emergency they should use the emergency communication button in the passenger compartment.

#### 21. Carriage of animals

PLRC will allow passengers to board with a seeing-eye dog, a dog for the hearing impaired or a disabled person's companion animal (that has previously been authorised as such by PLRC) at all times. There are no restrictions for these animals.

Conductors will use their discretion in allowing a customer to board with a dog, cat, bird or other animal considering other passengers, travel time, whether the animal is restrained and animal cleanliness. Passengers with animals must be considerate of staff concerns regarding the carriage of their animal and to respect the right of the CSO to refuse entry at certain times or in certain situations.

All animals allowed onboard must remain under the control of the owner passenger at all times and not be offensive to other passengers or staff. Any failure to observe this requirement will lead to ejection from the vehicle.

#### 22. Carriage of bicycles

PLRC does not charge for the carriage of bicycles and we welcome cyclists to use our services. During the periods when trams are crowded we may have to refuse access or restrict the number of bicycles carried on each tram.

#### 23. Carriage of prams/pushchairs

Prams may be brought onboard the tram by passengers without charge. Staff may have to restrict the number of prams onboard one vehicle if the tram is crowded. Access onboard for pushchairs is on the express condition that parents are required to fold pushchairs that can be folded at the request of the

CSO if the child is not in the pushchair. Under no circumstances should prams and pushchairs be allowed to block access to the doors.

#### 24. Carriage of large packages or luggage

PLRC does not charge for travelling with large packages or large amounts of luggage provided that the passenger (or an average adult) is capable of carrying it without assistance. Packages or luggage beyond this limit will be charged at a concession fare rate.

During the periods when trams are crowded the CSO may refuse access for excessive packages and luggage or restrict the amount of luggage to be carried on each tram. Large luggage must not block the doors or the gangway or be placed on seats.

Unaccompanied freight will not be accepted.

#### 25. Carriage of dangerous goods

Dangerous goods are not permitted to be carried on the light rail system at any time. These are defined as goods that have the potential to cause immediate harm to people, property and the environment due to the possibility of a fire, explosion, release of toxic, flammable, or corrosive materials during a storage or handling incident. This prohibition includes gas bottles of any kind, explosives, pressure vessels, corrosive/dangerous fluids, highly flammable materials such as petrol, poisons/toxic materials, radioactive materials and any other goods deemed dangerous by PLRC.

#### 26. Carriage of Children

Children under 10 years old are not permitted to travel on the light rail system unless accompanied by a parent or guardian adult/teenager who is older than 13 years of age.

Notwithstanding the clause above, PLRC reserves the right to decline to allow a child to travel on the light rail if in the opinion of an authorised officer of PLRC such a child should be accompanied by an adult.

#### 27. Clothing, attire and personal hygiene

All passengers on the light rail system must wear footwear and not be bare-chested. We expect that all passengers will have a level of personal hygiene that is not offensive to other passengers, and if that is not the case staff may require the passenger to leave the light rail system until rectified.

#### 28. Personal stereos and mobile telephones

Usage of these devices by passengers is acceptable providing that they do not cause offence to other passengers and staff.

The volume of personal stereos should not be so loud as to be intrusive or offensive to other passengers. Individuals listening to personal stereos should ensure that they can still communicate with the CSO and listen to PA announcements whilst listening through headphones.

Obtrusive and loud mobile telephone usage is unacceptable, and passengers are required to refrain from such practices.