

On Demand Transport (Transdev Link & Ride-Plus)

CONDITIONS OF CARRIAGE FOR TRAVEL ON ON DEMAND TRANSPORT SERVICES

Last update: November 2017

Note

These Conditions of Carriage apply to passengers travelling on Transdev Link and Ride-Plus On Demand Transport services. Conditions of Carriage for travel on bus, light rail, train and ferry services in the NSW region remain those that are published by the operators of those services on their websites or on tickets issued for those services.

1. Purpose

- 1.1 These are Terms and Conditions for the use of On Demand Transport services: Transdev Link in the Sutherland Shire and Ride-Plus in Manly and the Eastern Suburbs. They set out the basis for use of On Demand Transport services by customers.
- 1.2 If you travel with us, you are bound by these conditions.
- 1.3 These conditions of carriage form the basis of our contract with you if you travel with us, or you are on one of our vehicles or on any of our premises that form part of the Transdev Link and Ride-Plus transport network.
- 1.4 You agree to, and are bound by, these conditions when you choose to travel on the Transdev Link and Ride-Plus transport network by boarding a Transdev Link or Ride-Plus shuttle (our vehicles), or if you are on one of our vehicles or any premises used as part of the Transdev Link and Ride-Plus transport network, for any other purpose.
- 1.5 These conditions may change from time to time. Go to www.transdevlink.com.au and www.ride-plus.com.au for the current version.
- 1.6 While our staff may exercise the discretions set out in these conditions, they cannot change them and are required to ensure that these conditions are adhered to.
- 1.7 Nothing in these conditions is intended to limit or replace any of your rights under the Customer and Consumer Law (CCL).

2. Definitions

- 2.1 “On Demand Transport services” means the On Demand Transport services provided by Transdev Link Pty Ltd under the brands ‘Transdev Link’ and ‘Ride-Plus’.
- 2.2 “Transport for NSW” means Transport for NSW and service providers contracted by Transport for NSW to operate public transport services

3. Governing legislation

- 3.1 On Demand Transport services are regulated under the Passenger Transport Act 1990 and regulations and the Point to Point Transport (Taxis and Hire Vehicle) Act 2016 and regulations

4. Transdev Link Pty Ltd liability

- 4.1 To the extent permitted by law Transdev Pty Ltd does not accept liability for any loss or damage incurred by customers in connection with their use of On Demand Transport services.

5. Service guarantees

- 5.1 We always try to run reliable and punctual services.
- 5.2 Sometimes for reasons beyond our control, On Demand Transport services cannot be run according to our timeliness service guarantees (service disruptions). In these circumstances we may be required to use a different vehicle, change pick up and/or drop off times.
- 5.3 If there is a service disruption, we will do our best to:
 - Tell you why
 - Keep you informed about service changes during your journey, and
 - Send you notification about disruptions and service changes through the Transdev Link and Ride-Plus communication (eg. SMS, push notification, phone call)
- 5.4 You will not be entitled to a refund if a service is late, cancelled or terminates early or for any other effects of a service disruption outside of our control.
- 5.5 Terms and Conditions of Use for our Transdev Link and Ride-Plus apps apply. Those terms and conditions are available on our websites: www.transdevlink.com.au / www.ride-plus.com.au

6. What we ask our Customers to do

6.1 The expectations in relation to customer conduct outlined in this document apply at all times the customer is using an on demand transport service.

Customers are asked to consider the safety and comfort of others and follow the directions of On Demand Transport staff.

6.2 Customers are required

- Not to consume food or drink on board the On Demand Transport vehicles
- Not to soil or damage the shuttle
- Not to smoke in the shuttle.
- Not to behave in an offensive manner or use any offensive language towards other customers and our staff
- Not to intentionally interfere with the comfort or safety of other passengers.

Penalties may apply

6.3 As such, so everyone can travel comfortably, you are encouraged to:

- be courteous to fellow passengers,
- not place your feet on seats,
- only play music using headphones, and at a volume that does not disturb other passengers, and
- take your rubbish and belongings with you.

6.4 You may not use emergency equipment or emergency exits unless in a genuine emergency.

6.5 Some behaviours are not allowed on our vehicles, such as:

- distracting or obstructing the driver,
- interfering with any equipment on the vehicle,
- putting your feet on the seats,
- using offensive language,
- smoking or using e-cigarettes (or other similar 'vaping' devices),
- carrying any weapon or any noxious or illegal substance,
- damaging, soiling or misusing any part of the vehicle,
- throwing anything from the vehicle,
- doing anything illegal,
- distributing anything, offering anything for sale or collecting for charity, or
- doing anything which endangers or causes discomfort or offence to any other person on the vehicle.

6.6 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 reasons).

6.7 If another passenger is not complying with these conditions, please tell one of our staff and we will remind the passenger what they need to do to comply or we may ask them to get off the vehicle.

6.8 If you notice any suspicious activity or unattended luggage, please tell one of our staff members.

6.9 You must follow all signs and obey all notices and co-operate with, and follow all instructions from, our staff.

6.10 We encourage you to interact with our staff, but you should not speak to the driver while they are driving, except in an emergency.

7. If you do not comply with these conditions

7.1 If you do not comply with these conditions, we may cancel your ticket and require you to get off our vehicle. If this happens, you will not be entitled to a refund.

7.2 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 (as applicable), if we reasonably believe:

- 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, age, mental or physical state (including intoxication and level of hygiene) or the nature or condition of your luggage, may:
 - require special assistance that our staff are not able to provide,
 - cause inconvenience, discomfort or objection to other passengers, or
 - 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 or equipment, or
- your conduct is inappropriate or you are abusive towards our staff or other passengers or cause them any discomfort or offence.

7.3 You must get off a vehicle (and take your luggage with you) when our staff ask you to.

7.4 If you have caused any damage, loss or injury to our vehicles or any person, we may seek redress through appropriate legal channels.

8. On Demand Transport Services

8.1 On Demand Transport services operate as follows:

8.2 Transdev Link: Sutherland Shire region in four zones: Jannali West, Sylvania, Caringbah and Gymea. Transdev Link operating hours are

Zone	Monday to Friday	Saturday	Sunday and Public Holidays
Jannali West	7am to 7pm	7:30am to 6pm	No service
Sylvania		9am to 5pm	No service
Caringbah		7:30am to 6pm	8:30am to 6pm
Gymea		7:30am to 6pm	8:30am to 6pm

8.3 Ride-Plus: Manly and the Eastern Suburbs.

Ride-Plus operating hours are Monday to Friday 6am to 10pm.

8.4 Details of On Demand Transport zones are available at

- www.transdevlink.com.au
- www.ride-plus.com.au

9. Vehicle capacity and health and safety

9.1 Shuttles seat a maximum of 11 customers. We have two types of shuttles travelling in the

Sutherland Shire:

- The smaller vehicles can carry up to 7 rear customers, 1 customer in wheelchair and one customer in the passenger front seat.
- Our bigger vehicles can carry up to 10 rear customers and 1 customer in wheelchair.

9.2 We have one type of shuttles travelling in Manly and the Eastern Suburbs. It seats a maximum of 11 customers.

9.3 We make every effort to provide appropriate vehicle capacity on our services, but there may be occasions when a vehicle reaches its passenger capacity limit. If a vehicle is full, you may be refused entry to board the vehicle, and in some cases it may not stop to pick up waiting passengers.

9.4 We may refuse you entry to, or require you to leave, our vehicles at any time. This will generally be for health and safety reasons.

9.5 If you become unwell or have an accident while travelling with us, tell our staff immediately if you become unwell, or injure yourself getting on or off or travelling on our shuttles.

9.6 You must get on and off the On Demand Transport vehicles only when it is safe to do so: when you driver has reached a requested destination and stopped the vehicle.

10. Accessibility

10.1 Transdev Link Mercedes Sprinter shuttles are Disability Discrimination Act (DDA) compliant and:

- Each vehicle is equipped with driver assisted electronic lifts to enable you and your wheelchair to travel safe.
- Allow approved assistance animal travel such as guide dogs and hearing dogs.

10.2 If you need special assistance, we ask that you notify us when booking your trip.

10.3 Ride-Plus vehicles are non DDA compliant.

11. Luggage and large items

11.1 We can carry up to 2 pieces of carry-on sized luggage per customer. Please let us know you have luggage at the time of booking.

11.2 For safety reasons, it is not allowed to travel on Transdev Link shuttles with oversized items such as bikes, surfboard, large sporting equipment etc.

11.3 Luggage or large items should not be placed where it might obstruct the movement of customers.

11.4 On Demand Transport services do not carry unaccompanied luggage or other items.

12. Travelling with children

12.1 The following rules apply to children travel and bookings::

12.2 Children under the age of 7 years old cannot travel on Transdev Link services.

12.3 Children under 12 years old cannot travel unaccompanied without an adult on the Transdev Link services.

12.4 Bookings can only be made by customers who are 16 years old and older.

13. Animals

13.1 Assistance animals and assistance animals in training are able to travel on On Demand Transport services. Assistance Animal Permits are issued by Transport for NSW. You must carry your Assistance Animal Permit with you at all times as proof of entitlement. Assistance Animal Permits are not needed for guide dogs and hearing dogs with accreditation. More information is available

about Assistance Animal Permits at transportnsw.info.

- 13.2 With the permission of On Demand Transport staff, other animals may travel on On Demand Transport services if the animal accompanies a customer, is suitably confined in a box, basket or other container and is under control. Animals may not travel if they interfere with the comfort or safety of customers.

14. Carriage of dangerous goods

- 14.1 Dangerous goods are not permitted to be carried on On Demand Transport Services 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, and highly flammable materials such as petrol, poisons/toxic materials, radioactive materials and any other goods deemed dangerous by Transdev Link Pty Ltd.

15. Ticketing, Booking and Payment

- 15.1 The Transdev Link and Ride-Plus apps, available from the Apple App Store or from Google Play, enables to directly book a trip and track where the booked On Demand Transport shuttles are. Booking is also available through the Transdev Link website www.transdevlink.com.au and the Ride-Plus website www.ride-plus.com.au. You will receive a pick up confirmation prior to your shuttle arrival on the actual day of travel. You can also book a ride via our free phone contact centre 1800 835 465 (1800 TDLINK) for Transdev Link services (phone booking is not available on Ride-Plus services).
- 15.2 A single trip will cost \$2.60 (\$1.30 for concessions cards holders). You can pay by credit card within the Transdev Link and Ride-Plus apps, on the Transdev Link and Ride-Plus websites when booking your trip or, on Transdev Link services only: by cash to the driver.

16. Cancellations and Refunds

- 16.1 You can cancel your trip through the app or website (and Contact centre for Transdev Link services). It is free to cancel your trip:
- within the first 2 minutes after booking
 - more than 2 hours before your earliest pick-up time
 - after the latest pick-up time
 - while the expected drop off time is more than 5 minutes after the latest drop off time,
 - when you do not have an assigned or planned driver
- 16.2 If a driver reports a customer no show, this will result in a free cancellation of the trip if the no show is reported:
- after the latest pick up time
 - while the expected drop off time is more than 5 minutes after the latest drop off time
- 16.3 If your cancellation does not fulfil those conditions, then you will be required to pay 70% of your fare. If you repeatedly cancel your trip without notifying us in advance, you may be automatically 'red flagged' in our systems and may not be able to book On Demand trips in the future.
- 16.4 Terms and Conditions of Use for our Transdev Link and Ride-Plus apps apply. Those terms and conditions are available on our websites: www.transdevlink.com.au / www.ride-plus.com.au

17. CCTV Recording

- 17.1 There is CCTV on each On Demand Transport shuttle. This is for the protection of customers, staff and the shuttles. Such recordings may be reviewed or monitored by Transdev Link Pty Ltd staff at any time, and may be handed to competent third party authorities.

17.2 Enquiries relating to CCTV images or information should be addressed to Transport for NSW at transportnsw.info or on the following number: 131 500

18. TransportNSW.info and “Contact us”

18.1 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 Transport for NSW at transportnsw.info or on the following number: 131 500

18.2 (If you require an interpreter call the Translating and Interpreting Service on 131 450 or call 131 500 and ask for an interpreter)

18.3 Hearing or speech impaired 1800 637 500

19. Lost property

19.1 Please contact us through TransportInfo contact channels (transportnsw.info / 131 500) if you have lost an item while travelling with them. We will do our utmost to reunite you with your lost item as soon as possible.

19.2 We cannot accept any responsibility or liability for anything left on any of our vehicles in any circumstances.

20. Filming and Photography on Vehicles

20.1 If you wish to film or photograph while on any of our vehicles other than for personal use, you must seek prior permission from us by contacting transportnsw.info / 131 500.

21. Privacy

21.1 We may collect your personal information (including from CCTV cameras and from your tickets, pre-paid fare cards or passes) for a number of purposes in connection with the provision of public transport services. These purposes include for inquiries relating to the investigation of criminal offences or safety incidents, service planning, research, training and compliance with Metlink policies or guidelines or our legal obligations.

21.2 In dealing with your personal information (including disclosing any of your personal information to third parties) we will comply with the requirements of the Privacy Act 1993 and any other relevant privacy legislation.