

TERMS AND CONDITIONS OF SOUTHERN CROSS TRANSIT **transportme** SMART CARD USE

1. INTERPRETATION AND DEFINITIONS

1.1 Personal pronouns: Except where the context otherwise provides or requires:

1.1.1 the terms we, us or our refers to Southern Cross Transit; and

1.1.2 the terms you or your refers to all card users of Registered and Unregistered Cards whether an Authorised User and/or Card Holder.

1.2 Defined terms: In these Conditions of Use, unless otherwise provided, the following terms shall have their meaning as specified:

1.2.1 ACL means the Australian Consumer Law under the Consumer and Competition Act 2010 (Cth) as amended.

1.2.2 Application Form means 'Smart Card Application Form', 'Bus Travel Assistance Safety-Net Application', 'Bus Travel Assistance Application' and/or such other application forms as may be made available on our website from time to time. **1.2.3**

Authorised User means the person who the Card Holder has nominated to use the Card.

1.2.4 Card means an transportme Smart Card(s) or an transportme Smartcard(s) on which electronic records of transit and other applications are stored.

1.2.5 Card Holder means any person who purchases the Card from us and/or any person who agrees, in instances where an Authorised User is nominated, to manage the Card and be liable for the debt(s) of the Authorised User.

1.2.6 Damaged means a Card that has become unreadable due to factors such as:

- sun exposure or exposure to other heat sources; and/o
- water immersion; and/or
- being bent, cut, tampered with, chewed, folded, punctured, torn, twisted; and/or
- exposure to magnet(s); and/or
- exposure to any corrosive substance(s).

1.2.7 Defective means a Card that cannot be electronically read or a Card that stores Value incorrectly and has no sign of electronic interference or visible sign of damage.

1.2.8 Fare means the journey cost from the boarding point to the destination point.

1.2.9 Force Majeure Event means circumstances beyond our reasonable control and shall include, but not limited to compliance with any laws, regulations, orders, acts, instructions or priority request of any government, or any department or agency,

civil or military authority, acts of God, acts of the public enemy, your acts or omissions, fires, floods, strikes, lockouts, embargoes, wars, labour or material shortages, riots, defaults of our suppliers or subcontractors, delays in transportation, or loss or damage to Card(s) in transit.

1.2.10 GST means a goods and services tax, or a similar value added tax, levied or imposed by the GST Law.

1.2.11 GST Law has the meaning given to it in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

1.2.12 Office means our Karalee QLD office and our Macquarie Fields Office NSW office. Karalee QLD Office 251 Mt Crosby Road, KARALEE QLD 4700 Ph: 07 38122520 Fax: 07 38122540 Email:

enquiries@southerncrosstransit.com.au

Macquarie Fields NSW office at 66 Atchison Road, Macquarie Fields, NSW, 2564 Ph: (02) 9765 7222 Email:

enquiries@southerncrosstransit.com.au

1.2.13 Registered Card means a Card for which a person has completed an Application Form and which has been registered on Southern Cross Transit's program.

1.2.14 Student means a person who is under 18 years of age and is enrolled in a State school or a non-State school.

1.2.15 Tag On means placing a Card on or near a card reader on starting a journey, or part of a journey, resulting in a light and beep response from the card reader that the transaction was successful. **1.2.16**

Tertiary Transport Card means a photographic student identification card with the QR identifier.

1.2.17 Unregistered Card means a Card purchased without completing an Application Form.

1.2.18 Value: the dollar amount stored on the Card.

1.2.19 SCT means Southern Cross Transit (ABN 38 159 258 432).

2. OUTLINE

2.1 Currency: These terms and conditions apply to the supply of the Card to you and use of the Card by you.

2.2 Agreement: Upon your receipt and/or possession of the Card the Card Holder agrees to comply with and, where applicable, guarantees that the Authorised User will

abide by: 2.2.1 these terms and conditions; 2.2.2 the Transport Operations (Passenger Transport) Act 1994; 2.2.3 the Transport Operations (Passenger Transport) Regulation 2005; and

2.2.4 the Code of Conduct For School Students Travelling on Buses behavioural guidelines, in the case of school travel. 2.3 Reliance: We are entitled to rely on any information and/or instruction provided to us by you.

3. CARD

USAGE 3.1 Non-Transferable: A Registered Card is not transferable and must only be used by the Authorised User or, if no Authorised User is nominated, by the Card Holder.

3.2 Tag On & Tag Off: You must Tag On each time you commence and complete a journey on our bus services.

3.3 Non-usability: The Card may be used for travel on any of our designated routes provided that: **3.3.1**

the service is equipped with an operational card reader;

3.3.2 the Card has sufficient Value to commence a journey; and

3.3.3 the Card has not been deactivated.

3.4 Insufficient Value: If the balance remaining on your Card is less than the fare required for the journey, you will be required to add Value on your Card or purchase a cash ticket.

4. CONCESSIONS

4.1 Proof: Proof of your concession entitlement must be provided at the time of Card purchase or detailed on a Card registration form.

4.2 Type of Proof: We deem the following to be proof of your concession entitlement:

4.2.1 a current and relevant pensioner card;

4.2.2 a current Student identification card; or

4.2.3 a current Tertiary Transport Card.

4.3 Carry Proof: Proof of your concession entitlement must be carried by you each time you travel on our bus service.

4.4 Change in entitlement: You must notify our Office in writing within seven (7) days of any change to your concession status.

5. PAYMENT

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5.1 Recharging Value: the minimum Value that may be added to a Card is \$1.00 and the maximum is \$200.00.

5.2 Fare deduction: the Fare will be deducted from the Value each time you Tag On.

5.3 Recharging payment method: Card Value recharging will be by way of electronic payments using the transportme App OR by cash only payment(s) by attending our Karalee Office or as otherwise provided by us in writing.

5.4 No set off: You may not set off any Value against any claims which you may have against us.

6 CARD CARE

6.1 The Card Holder agrees and guarantees that the Card will be treated in the same manner as a bank or credit card and will be handled and stored with care.

6.2 The Card Holder agrees and guarantees that the Card will not be Damaged.

7 REPLACEMENT CARD

7.1 Unregistered Card: Any Value on your Card will be lost if your Card is Unregistered and is lost, stolen, Defective or Damaged.

7.2 Notification of a lost or stolen Registered Card: To report a lost or stolen Card the Card Holder must immediately telephone or email us at our Office during business hours. Upon receipt of notification the Card will be deactivated within three (3) days. **7.3 Liability for a lost or stolen Registered Card:** the Card Holder will be liable for all transactions that occur up to the time we deactivate the Card.

7.4 Obtaining a replacement Card: if a Registered Card is lost, stolen or Damaged, the parent or legal guardian OR an authorised representative of the Card Holder must attend in person to our office and complete the applicable Application Form together with payment for a replacement Card.

7.5 Transfer of Value for lost, stolen or Damaged Card: The Value on a deactivated Registered Card will be transferred to a new Card upon receipt of the applicable Application Form and the replacement Card fee.

7.6 Application Processing: The replacement Card will be mailed to the address provided in the Application Form within fourteen (14)

days from the date we received the Application Form.

8 DEFECTIVE CARDS AND WARRANTY

8.1 Conditions: This clause 8 is subject to clause 9 (Exclusions and Limitations), clause 10 (Statutory Rights) and any other statutory or legal right whether under these Terms and Conditions or otherwise.

8.2 Warranty: We warrant that the Card will be provided to you free from defects except such defects as normally being regarded as commercially acceptable.

8.3 Warranty Period: The Card shall be covered by the warranty for a period of one (1) month from the date the Card was issued to you.

8.4 Provider Details: The warranty against defects contained in this clause 8 is provided by: Southern Cross Transit 251 Mt Crosby Road, Karalee, Qld, 4306

8.5 Making a claim: If the Card Holder believes that the Card is Defective, the Card Holder must:

8.5.1 notify us in writing to the postal address specified in clause 8.4; and

8.5.2 the written notice must contain a reasonable description how the Card is Defective; and

8.5.3 enclose the claimed Defective Card; or

8.5.4 return the claimed Defective Card in person to our Office.

8.6 Replacement or Reimbursement: If we confirm the Card is defective then at no extra charge to the Card Holder we will, at our discretion, either:

8.6.1 replace the Defective Card; and

8.6.2 if the Card is Registered, transfer the Value stored on the Card (as of the date claim was made) to the new Card; or

8.6.3 reimburse the amount paid for the Card; and

8.6.4 if the Card is Registered, reimburse the Card Value amount (as of the date claim was made) to the Card Holder.

8.7 Transport costs: If, on return of the Card to us, the Card is found to be Defective, we will only be liable for the transport charges incurred in returning the replacement Card to you.

8.8 Additional Rights and Regulation 90: This warranty against defects is provided in addition to other rights and remedies you may have at law. Our Card comes with guarantees that cannot be excluded under the

Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any reasonably foreseeable loss or damage. You are entitled to have the Card repaired or replaced if the Card fails to be of acceptable quality and the failure does not amount to a major failure.

9 EXCLUSIONS AND LIMITATIONS

9.1 ACL exception: The exclusions and limitations in this clause 9 are subject to clause 10 (Statutory Rights).

9.2 General exclusion of liability: Any liability arising in relation to the Card however arising and whether for consequential loss or otherwise, and including any liability arising by virtue of any representation or warranty, whether express or implied by law, is hereby excluded to the fullest extent permitted by law.

9.3 Limitations: No warranty is given, and we will not be liable for:

9.3.1 any alterations to the Card for which we are not responsible;

9.3.2 a Damaged Card or failure caused by unusual or non-recommended use, application or care of the Card;

9.3.3 failure to follow any instruction, information, advice or user guidelines provided by us;

9.3.4 the continued use of the Card after any defect become apparent or would have become apparent to a reasonably prudent user; and

9.3.5 any accident, Force Majeure Event or loss caused by any factors beyond our control.

9.4 Indirect loss: We will not be liable for any special, indirect, consequential or economic loss or damage or loss of profits (in contract or tort or arising from any other cause of action) suffered by you or any other person resulting from any act or omission by us (including breach, termination or non-observance of these terms and conditions or agreement which incorporates these terms and conditions).

9.5 Total liability: Our total liability for breach of these terms and conditions or breach of our contractual obligations or duties at law or in equity (however arising) is limited at our option to the replacement or reimbursement of the Card.

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10 STATUTORY RIGHTS

10.1 ACL rights: In circumstances where you are acquiring the Card from us as a 'consumer' for the purposes of (and as defined in section 3 of Schedule 2 of) the ACL, we acknowledge and agree that certain statutory guarantees and rights shall apply to you as provided by relevant laws but subject to these Terms and Conditions as applicable and where permitted by relevant laws.

10.2 No restriction: Nothing in these terms and conditions excludes, restricts or modifies any condition, warranty, statutory guarantee, right or remedy implied or imposed by common law, statute or regulation which cannot be lawfully excluded, restricted or modified, which may include the ACL and corresponding provisions and relevant laws of State or Territory legislation containing implied terms and/or statutory guarantees which operate to protect the 3 purchasers of goods and services in various circumstances.

10.3 Unfair contract: If section 23 of the ACL applies to any provisions in these terms and conditions, any such provision(s) shall be void to the extent they are unfair within the meaning of section 24 of the ACL.

11 GST

11.1 Prices inclusive of GST: Unless otherwise agreed, prices with respect to any taxable supply are inclusive of GST. **11.2 Issue of tax invoice:** We will issue a tax invoice for any taxable supply to you, which will enable you, if permitted by the GST Law, to claim a credit for GST paid by you.

12 GENERAL CONDITIONS

12.1 Sole Purpose: The Card is solely for the use of travel on our buses.

12.2 Property: The Card remains our property and we may inspect, suspend, deactivate, recall, regain possession, cancel and/or demand the Card be returned at our discretion and without notice to you.

12.3 Rights: Aside from the rights provided by these terms and conditions, you do not hold any legal, equitable or other rights in respect to the Value represented on the Card. No fiduciary or other trust relationship exists between you and us.

12.4 Data ownership: We own all data generated as a result of Card use and/or operation.

12.5 Card value records: Unless an error is clearly evident, our records are conclusive of the Value on the Card.

12.6 Card value adjustment: If we believe the Value stored on the Card is incorrect, we may adjust the amount at any time.

12.7 Variations to terms and conditions: We may amend, replace and/or consolidate these terms and conditions by uploading the varied terms and conditions on our website and providing the Card Holder of a Registered Card with seven (7) days written notice.

12.8 Change notification: The relevant Application Form must be mailed to us to the PO Box address specified in clause 8.4 within seven (7) days of any change to particulars including contact details, concession status, school, school grade (from grade seven (7) to grade eight (8) only) school grade repetition and school travel usage.

12.9 Time of the essence: Time shall be of the essence in relation to any date or period under these terms and conditions.

12.10 Deactivation by you: The Card Holder may email us or phone us at any time during business hours to deactivate the Card. Any remaining Card Value amount will be reimbursed to the Registered Card Holder.

The cost of the Card is non-refundable. **12.11 Deactivation by us:** We may deactivate the Card at any time. Any remaining Card Value amount will be reimbursed to the Registered Card Holder within fourteen (14) days of deactivation. The cost of the Card will not be refunded.

12.12 Severability: Each clause in these terms and conditions is severable and if any clause is held to be illegal, invalid or unenforceable, then the remaining clauses will remain in full force and effect.

12.13 Waiver: Any failure, delay, relation or indulgence on our part in exercising any power, right or remedy will not be deemed as a continuing waiver and does not preclude any other or further exercise of that or any other power, right or remedy.

12.14 Unaccompanied children: The sole responsibility for the safety of an unaccompanied child under 18 years of age remains with the child's parent or guardian. We reserve the right to contact the police to have an unaccompanied child returned to the child's parent or guardian. **12.15 Governing law:** These Terms and Conditions shall be governed by the laws of the State of Queensland.