

## Metlink Refunds Policy

<b>Policy Owner</b>	Manager, Policy Metlink
<b>Related Policy and Legislation</b>	This policy is to be read in conjunction with the Metlink Conditions of Carriage and the Metlink Fares Manual.
<b>Effective Date</b>	The day following GM Approval.
<b>Review Date</b>	1 October 2023

Signed: 

Date: 9<sup>th</sup> November 2022

**Samantha Gain**

**General Manager Metlink**

### Disclaimer

This document is current as at the date on its cover and intended for use only by Metlink staff. The document will be updated and reissued from time to time.

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## 1. Overview

### 1.1. Purpose

- 1.1.1. This document sets out Metlink's operational policy for refunds applicable to the Metlink fares and tickets.
- 1.1.2. This policy does not cover remedies used to resolve a claim for compensation if that claim is not related to Metlink fares and tickets.
- 1.1.3. The policies in this document are set out in accordance with and give effect to the Metlink's liabilities and guarantees under the Consumer Guarantees Act 1993 (CGA) as set out in the [Metlink Conditions of Carriage](#), available on the Metlink website.

### 1.2. Interpretation

- 1.2.1. The terms used in this document have the same meaning as defined in the Metlink Conditions of Carriage.
- 1.2.2. In this policy, unless the context otherwise requires:
  - a. 'Refund' refers to a reimbursement related to fares and tickets made by Metlink to a user of a public transport service under the Conditions of Carriage and this policy.
  - b. 'Remedy' refers to compensation requested due to a loss or damage not related to fares or tickets.
  - c. 'Ticket' refers to a right to travel, which may be in the form of a paper ticket (e.g. a cash ticket) or a Snapper Card, or SuperGold Card.

## 2. Background

- 2.1.1. Metlink's liabilities and guarantees applicable to the public transport services are set out in the Conditions of Carriage.
- 2.1.2. The Conditions of Carriage is the agreement between Metlink users and Metlink, setting out terms of use for passengers when they use a Metlink service.
- 2.1.3. The CGA applies if Metlink does not meet the guarantees applicable to the services under the CGA. Those guarantees are that the transport service passengers receive will be:
  - a. carried out with reasonable care and skill; or
  - b. reasonably fit for its purpose.

### **3. Refunds applicable to fares and tickets**

#### **3.1. Refunds should not be granted in the following circumstances**

- 3.1.1. All Metlink fares and tickets are non-refundable unless otherwise specified.
- 3.1.2. Metlink users are not entitled to a refund in any of the following circumstances:
  - a. Where Metlink users do not comply with the Conditions of Carriage and/or are required to get off the Metlink service.
  - b. Where a service breakdown or disruption was beyond Metlink's or the Operator's reasonable control.
  - c. Where a claim for refund or ticket exchange relates to:
    - i. A lost, damaged, mislaid, or stolen ticket
    - ii. Change in user's circumstances, e.g. sickness or death
    - iii. Change of mind or address or employment status of the claimant
    - iv. Subsequent reduction in the price of a ticket already purchased.
- 3.1.3. Notwithstanding the items listed in paragraph 3.1.2 above, in exceptional circumstances, Metlink may determine to provide a refund. See paragraph 4.1 below for the approval process.

#### **3.2. A refund will be granted where CGA guarantees are not met**

- 3.2.1. A refund will be granted where a Metlink service did not meet Metlink's guarantees under the CGA due to the events that were in Metlink's control.

#### **3.3. Refunds during a transition or change process**

- 3.3.1. Unless determined otherwise, there will be no refunds issued for tickets resulting from the change of ticketing system and processes.
- 3.3.2. New electronic tickets or fare products will be refunded under their specific terms and conditions where applicable. The terms and conditions for Metlink fares and tickets are set out in the Metlink Fares Manual and on the Metlink website.
- 3.3.3. Metlink may provide proactive refunds for charges imposed on passengers failing to follow the ticketing requirements during a grace period.

### **4. Approval**

- 4.1. Any claims for refunds must be approved by Manager, Network and Operations. Refunds exceeding \$150 must be approved by Manager, Operations and Partnership.