

BEE SCHEME TERMS AND CONDITIONS

Introduction

- 1 “**We**” are Taranaki Regional Council, Bay of Plenty Regional Council, Hawkes Bay Regional Council, Horizons Regional Council, Invercargill City Council, Nelson City Council, Northland Regional Council, Otago Regional Council and Waikato Regional Council. References to “we”, “us” and “our” mean all of us as a group or the applicable one of us, as context requires, and include our officers, employees and agents where the context requires this.
- 2 Each of us is a “**Council**”.
- 3 We operate a fare and ticketing system for public “**Transport Services**” in our regions and cities, called the “**Bee Scheme**”.
- 4 A “**Bee Card**” is a stored value card for use in the Bee Scheme.
- 5 The Bee Scheme does not include provision of Transport Services, which are provided by independent “**Transport Operators**”.
- 6 “**You**” are the people who use the Bee Scheme.
- 7 A “**Trip**” is travel on a bus from where you enter the bus to where you exit the bus.
- 8 The Bee Scheme is a system where you use a Bee Card to “**Tag On**” a bus at the start of each Trip and “**Tag Off**” a bus at the end of each Trip.

IT IS VERY IMPORTANT THAT YOU TAG ON AT THE START AND TAG OFF AT THE END OF EACH BUS TRIP YOU TAKE.

- 9 These “**Terms**” govern your use of the Bee Scheme and are **BINDING ON YOU WHEN YOU USE THE BEE SCHEME.**

Fares, Products, Concessions, Journeys and Routes

- 10 Each Council sets its own:
 - (a) “**Routes**” which are the routes along which buses travel; and
 - (b) “**Journeys**” which are the ways in which you may travel from one place to another for a single Fare. A Journey can be made up of multiple Trips; and
 - (c) “**Fares**” which are the prices for Journeys; and
 - (d) “**Default Fares**”, the Default Fare being the amount deducted from your Bee Card when you “**Tag On**” a bus, which is then adjusted to the Fare for your Journey when you “**Tag Off**” the bus. The Default Fare will never exceed the maximum possible Fare for a Journey from the beginning of the Route to the end of the Route; and
 - (e) “**Card Issue Fee**” which is the fee payable when a Bee Card is issued to you; and

- (f) **“Products”** which are things like a multiple Journey pass, or a period pass; and
 - (g) **“Concessions”** which are Fares or Products available only to identifiable individual people either because eligibility criteria must be met or all travel must be by the same person, for example but without limitation a Super Gold concession which is only available to Super Gold Card holders.
- 11 Fares, Products, Concessions, Journeys and Routes of each Council are published on that Council’s website.

Bee Cards and Tickets

- 12 We issue Bee Cards and paper **“Tickets”** for use in the Bee Scheme.
- 13 A Ticket is a receipt for a single Fare or Product which has not been loaded onto a Bee Card.
- 14 You may purchase **“Value”** on a Bee Card as a:
- (a) monetary amount which can be used to pay Fares; and
 - (b) Product.
- 15 Each Council may:
- (a) require a minimum amount of Value to be purchased on a Bee Card when it is issued in its city or region; and
 - (b) offer more favourable Bee Card Fares and Products,
- if it reasonably considers it necessary or desirable to do so to:
- (c) encourage Bee Card use; or
 - (d) encourage Tag On/Tag Off behaviour; or
 - (e) discourage use of the driver console and driver involvement; or
 - (f) otherwise further the effective and efficient operation of the Bee Scheme.
- 16 You may only purchase Tickets and Bee Card Value using the methods, at the places, and through the agents we allow. These are published at www.beecard.co.nz and on Council websites for their respective cities and regions.
- 17 When you purchase a Ticket or Bee Card Value the amount you pay belongs to us absolutely as payment for the right to travel using that Ticket or Bee Card Value in accordance with these Terms.

Registration

- 18 You do not have to **“register”** a Bee Card, but you may choose to register a Bee Card to you at www.beecard.co.nz.
- 19 If you have an unregistered Bee Card:

- (a) if you lose that Bee Card or it is damaged other than by us you will not be able to have the unused Bee Card Value on it transferred to a replacement Bee Card; and
 - (b) no refunds are available except to correct a mistake we make; and
 - (c) we will not be able to send notices and other communications concerning that Bee Card to you; and
 - (d) you will not be able to use our online tools for that Bee Card.
- 20 A Council may limit some or all Concessions, or provide more favourable Concessions, to the holders of registered Bee Cards, if it reasonably considers it necessary or desirable to do so to:
- (a) record travel and obtain reimbursement or subsidies for that travel (for example, in the case of Super Gold Card holders); or
 - (b) increase Bee Scheme efficiency by for example but without limitation minimising driver involvement; or
 - (c) otherwise further the effective and efficient operation of the Bee Scheme.

Using Bee Cards and Tickets

- 21 The Bee Scheme is a system where:
- (a) you use a Bee Card to Tag On a bus at the start of each Trip and Tag Off a bus at the end of each Trip; except
 - (b) when you travel using a Ticket.
- 22 When you travel on a Transport Service participating in the Bee Scheme (listed on Council websites for their respective cities and regions) you are liable to pay us the Fare for your trip by:
- (a) Tagging On **and** Tagging Off using a Bee Card, such that the correct Fare or Product for your Journey is deducted from your Bee Card; or
 - (b) purchasing a Ticket for the correct Fare or Product for your Journey.
- 23 When you Tag On a bus with a Bee Card the Default Fare will be deducted from your Bee Card Value. After Tagging On a bus, and before your Trip has commenced, you may have the driver cancel your Tag On, in which case you must immediately leave the bus.
- 24 When you Tag Off a bus the Default Fare will be adjusted to the applicable Fare or Product for your Journey.
- 25 If your Journey is more than one Trip the Default Fare will be deducted from your Bee Card Value when you Tag On at the start of each Trip, and will be adjusted to the applicable Fare or Product for the Journey to the place you Tag Off at the end of each Trip, such that the adjusted Fare or Product at the end of the final Trip in your Journey is the applicable Fare or Product for your entire Journey.

- 26 Except when you travel using a Ticket, you **MUST**:
- (a) Tag On at and not after the start of each Trip; **AND**
 - (b) Tag Off at and not before the end of each Trip.
- IMPORTANT:** If you do not Tag Off at the end of your Trip the Default Fare will have been deducted from your Bee Card Value, and this may make your trip more expensive than if you had Tagged Off.
- 27 You **MUST NOT** travel on a bus without either:
- (a) Tagging On and Tagging Off using a Bee Card; or
 - (b) holding a Ticket for the correct Fare or Product, presenting that ticket to the driver if the ticket was not purchased through the driver console, and retaining that ticket for the entire Journey.
- 28 You may use your Bee Card to pay the Fares of other people. To do so you may either:
- (a) use your Bee Card Value to purchase a Ticket for another person's Journey; or
 - (b) in circumstances we publish at www.beecard.co.nz, arrange at the driver console before you Tag On a bus that Tagging On and Off will include another person or people and result in the applicable Fares being deducted from your bee Card Value.
- 29 If you cannot Tag On due to insufficient Bee Card Value for the Default Fare, then you may still use your Bee Card Value (if sufficient) to purchase a Ticket for your Journey instead of Tagging On and Tagging Off.
- 30 If you:
- (a) Tag On at the start, but do not Tag Off at the end, of a Trip and the applicable Fare for that Trip exceeds the Default Fare; or
 - (b) purchase a Ticket which is not for the correct Fare or Product for your Journey and the applicable Fare for your Journey exceeds the cost of the Ticket; or
 - (c) travel on a bus and neither Tag On nor purchase a Ticket; or
 - (d) Tag On and Tag Off using a Concession you are not eligible for,
- then you have not paid to us the Fare which you are liable to pay.
- IMPORTANT:** In these circumstances you may have committed an offence and be liable to be issued with an infringement notice.

Restrictions

- 31 A Ticket and Bee Card Value may only be used:

- (a) for Fares and Products; and
- (b) on Transport Services participating in the Bee Scheme, which are listed on Council websites for their respective cities and regions.

32 You must make sure that you:

- (a) minimise the Value that you load onto a Bee Card to that which you expect to use, and only purchase Tickets which you expect to use; and
- (b) only pay for a Ticket or Bee Card Value using methods, at places and to agents we allow; and
- (c) use your best efforts not to lose a Ticket or Bee Card; and
- (d) inform us immediately if you lose a registered Bee Card; and
- (e) don't allow damage to a Ticket or Bee Card.

IMPORTANT: Refunds of Tickets and Bee Card Value and transfers of Bee Card Value to a replacement Bee Card are available in limited circumstances only. Complying with the obligations listed above reduces the risk of you suffering financial loss.

33 We will limit the amount of Value that may be:

- (a) held on a Bee Card at any one time; and
- (b) loaded onto a Bee Card during any 12-month period,

and will publish these amounts at www.beecard.co.nz.

Refunds

34 We must provide a refund for unused Tickets or unused Bee Card Value if that is necessary to correct an error made by us.

35 Otherwise, you may only obtain a refund of unused Bee Card Value if the Bee Card is registered and you prove to our reasonable satisfaction that:

- (a) you are the person to whom it is registered; and
- (b) if a refund is not given you will suffer extreme financial hardship,

and surrender the Bee Card to us and pay our administration fee (if any), which may not exceed our reasonable estimate of the cost of processing the refund.

Replacement of Bee Cards

36 We will replace a Bee Card and transfer its unused Value to the replacement Bee Card if:

- (a) you lose it, a **“Lost Card”**; or

- (b) it is damaged after we have issued it, we did not cause the damage, and due to the damage, it does not function correctly, a **“Damaged Card”**; or
- (c) it is not a Damaged Card and does not function correctly, a **“Faulty Card”**.

37 But only if:

- (a) the Lost or Damaged Card is registered; and
- (b) the Damaged or Faulty Card is returned to us; and
- (c) you prove to our reasonable satisfaction that you are the person the Bee Card is registered to, if it is a registered Lost, Damaged or Faulty Card; or
- (d) you prove to our reasonable satisfaction that you are the person who paid for the Value on the Bee Card, if it is an unregistered Faulty Card.

38 Faulty Cards will be replaced and unused Bee Card Value transferred free of charge.

39 We may charge you a fee in addition to the Card Issue Fee for replacing a Damaged or Lost Card and transferring unused Bee Card Value Fee.

40 The fee charged shall not exceed our reasonable estimate of our cost of replacement and Value transfer and will be published at www.beecard.co.nz.

41 Except as required under these Terms we are not obliged to transfer Value from one Bee Card to another.

IMPORTANT: Except for Faulty Cards we will not transfer Value held on unregistered Bee Cards nor replace lost or damaged Tickets. In the event of loss or damage you would have to pay for any replacement Value or Ticket you wish to obtain.

Concessions

42 To obtain a Concession you must prove to our reasonable satisfaction that you are eligible for the Concession in accordance with its criteria at www.beecard.co.nz for a Concession available across the entire Bee Scheme or on the applicable Council website for a Council specific Concession.

43 If you obtain a Concession you must ensure that no other person travels using that Concession.

44 You must not travel using any other person’s Concession.

Ownership of Bee Cards

45 All Bee Cards (including software and data stored on them) belong to us.

46 When we issue you with a Bee Card, or you get a Bee Card another way, it still belongs to us, and you must:

- (a) only use it for the purpose of travel using the Bee Scheme; and

- (b) not access or alter or duplicate the data and software on it, nor attempt to do so; and
- (c) return it to us if you no longer require the Bee Card for travel using the Bee Scheme; and
- (d) return it to us if required under another provision in these Terms.

Cancelling Bee Cards

- 47 We may cancel a Bee Card (whether registered or not) if in our reasonable opinion any of the following has occurred in connection with that Bee Card or its holder:
- (a) it is lost (and we must cancel a Bee Card if you inform us that it is lost and prove to our reasonable satisfaction that it is registered to you);
 - (b) breach of these Terms;
 - (c) an offence under section 79M of the Land Transport Act 1998 (and any amended or substituted provision); or
 - (d) any other unlawful use.
- 48 Unless you have informed us it is lost, before we cancel a Bee Card registered to you, we must try to contact you and seek an explanation of the matter for which we propose to cancel the Bee Card, and reasonably consider any explanation promptly given.
- 49 If you have a Bee Card which is cancelled you may contact us, in which case we must advise you why we have cancelled the Bee Card, consider any explanation given by you and decide whether in our reasonable opinion the Bee Card should have been cancelled and should be re-issued.
- 50 Before re-issuing a Bee Card we may require you to remedy any reason for the cancellation to our reasonable satisfaction.

Procedures and Guidelines

- 51 We may develop “**Procedures and Guidelines**” for the operation of the Bee Scheme and use of Bee Cards and individual Councils may develop Procedures and Guidelines for matters specific to their cities and regions.
- 52 Procedures and Guidelines are to further the efficient operation of the Bee Scheme, to assist us and you to obtain the benefit, and meet the obligations, of these Terms, and to deal with incidental matters.
- 53 Procedures and Guidelines must not amend or be contrary to these Terms, must not impose any unreasonable obligations on you, and must not remove any rights or benefits you have under these Terms.
- 54 For example, by way of illustration only, we may publish a:
- (a) Guideline which outlines how the authority of enforcement officers appointed under the Land Transport Act 1998 can be verified by you and what powers they have under that Act; or

- (b) a Procedure to apply for a Concession.
- 55 Procedures and Guidelines will be, and come into effect when they are, published at www.beecard.co.nz or on the applicable Council website for Council specific Procedures and Guidelines.
- 56 Procedures and Guidelines may be amended, withdrawn and replaced, by publication at www.beecard.co.nz or on the applicable Council website for Council specific Procedures and Guidelines.
- 57 You must comply with Procedures and Guidelines to the extent that they are relevant to your use of the Bee Scheme.

Disputes

- 58 If any “**Dispute**” arises between you and us concerning these Terms (including whether decisions, we have made are justified but excluding the issue of an infringement notice for an offence and any notice or proceedings we reasonably consider necessary to protect people or property) then you and we must first try to resolve the Dispute by direct communication with each other in good faith.
- 59 If that does not result in you and us agreeing with each other, then each of you and us is free to pursue any legal proceedings that it wishes to.
- 60 We may publish a Procedure for resolving Disputes, but if we do so, then that Procedure may not give us the power to finally determine a Dispute.

Liability

- 61 If you use the Bee Scheme for a business then the Consumer Guarantees Act 1993 does not apply. Otherwise, nothing in these Terms limits your rights under the Consumer Guarantees Act or the Fair Trading Act 1986.
- 62 We are liable to you, and you are liable to us, if loss or damage is caused by breach of these Terms or negligence, the loss or damage is reasonably foreseeable and directly caused by the breach or negligence, and the loss or damage could not have been avoided by taking reasonable precautions.
- 63 The continuous functionality of the Bee Scheme relies upon third party systems and contractors and we cannot therefore promise you that it will be functional all of the time. It will not be a breach of these Terms if you cannot use a Bee Card for a Journey because the Bee Scheme is not functional.
- 64 You will not be liable to us, and we will not be liable to you, for loss or damage caused by:
 - (a) the action or inaction of Transport Operators or other third parties; and
 - (b) natural events which could not be reasonably foreseen or, if foreseen, the loss or damage could not reasonably be avoided; and
 - (c) civil disturbances, terrorist acts, disease outbreaks or epidemics, industrial action, law changes or the decisions or orders of any regulatory authority.

65 Your liability to us, and our liability to you, is limited to \$100, and excludes indirect or consequential loss, and loss of profits or income, except where the liability is caused by, respectively, your or our:

- (a) reckless or intentional interference with the property (including software and data) of the other; or
- (b) fraud on the other (including fare evasion).

IMPORTANT: Our liability to each other is limited. We must each manage our involvement in the Bee Scheme taking account of our limited recourse against each other. For example, by way of illustration only:

- (a) we may insure our Bee Scheme devices and have spares available, knowing that there are only limited circumstances in which we can claim against you if you damage one of them; or
- (b) if you use a Bee Card for travel that you would not want to defer if the Bee Scheme is not functional, you should plan alternative means of travelling or carry cash to pay for travel, knowing that there are only limited circumstances in which you can claim against us if that Bee Card cannot be used for travel.

Privacy and Personal Information Management

66 As part of your use of the Bee Scheme, we may collect personal information about you. We may collect this information from you directly (for example, where you register a Bee Card), from third parties (for example, to verify your eligibility for a concession) or we may generate personal information about you as a result of your use of a Bee Card.

67 We will manage the personal information we collect or generate about you in accordance with the Bee Privacy Statement published at www.beecard.co.nz and in compliance with our obligations under the Privacy Act 1993.

Expiry of Bee Cards and Value

68 When the Bee Scheme ends with respect to a Council, **Scheme Expiry**, you will not be able to use Bee Cards, the Value on them, nor Tickets issued by that Council anywhere the Bee Scheme still operates.

69 Before Scheme Expiry, each Council must provide a reasonable opportunity to use remaining Bee Card Value and Tickets in the area the Bee Scheme is expiring. To avoid doubt, you are not entitled to a refund for unused Bee Card Value or Tickets at Scheme Expiry, subject to clauses 34 and 35.

- 70 At least two months prior to Scheme Expiry with respect to a Council, that Council must give notice of Scheme Expiry and how you can use remaining Bee Card Value and tickets:
- (a) at www.beecard.co.nz; and
 - (b) in a newspaper circulating in each of our regions and cities; and
 - (c) on the website of each Council.

Interest

- 71 We are not liable to pay interest to you on any Bee Card Value.

GST

- 72 All amounts payable to us or our agents under these Terms are stated and payable in New Zealand dollars inclusive of GST, if any. We are exempt under section 24(6)(b) of the Goods and Services Tax Act 1985 from the requirement to issue a tax invoice for these amounts and we will not do so.
- 73 If you need to make an expense claim or GST claim please use other documentary evidence, such as a print out of your account (obtainable at www.beecard.co.nz if your card is registered) or a receipt given at time of payment in person or your banking records, as the basis for your claim.
- 74 Purchasing Bee Card Value as a monetary amount on a Bee Card does not include any GST and you must not file any GST return on the basis that it does. Payment for a Fare or Product or Card Issue Fee does include GST.

Representatives

- 75 All things which we may do under these Terms we can have done by our staff, contractors, and agents.

Changing these Terms

- 76 We can change these Terms by publishing changed terms at www.beecard.co.nz and the changed terms are binding as soon as we do so.
- 77 At least one month before we change these Terms we must give notice of the change:
- (a) at www.beecard.co.nz; and
 - (b) in a newspaper circulating in each of our regions and cities; and
 - (c) on the website of each Council.
- 78 We will also try to send notice of the change to you by email, but we can only do this if you have registered a Bee Card and provided a valid email address which we are allowed to use to contact you.

Contacting us

- 79 The methods by which you may contact us are published at www.beecard.co.nz