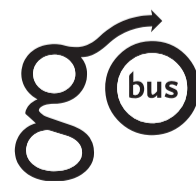


# Bus Smart Card: Terms and conditions of use

The following terms and conditions of use are deemed to be accepted by the recipient upon the issue of the attached BusSmart Card, and by all other users upon use of the BusSmart Card.

These terms and conditions of use may be altered from time to time by the Invercargill City Council (ICC). The ICC shall not be required to notify individual users of any such change. ICC will give not less than two weeks public notice of any changes. Such public notice will be placed in The Southland Times. Current terms and conditions of use may be viewed at [www.bussmart.co.nz](http://www.bussmart.co.nz) Alterations will be binding immediately when they have been posted on the website. Terms and conditions:

1. The Bus Smart Card and its smartcard chip shall remain the property of the ICC at all times.
2. The electronic purse contained within the card may only be used for the purpose of travel authorised by the ICC. Credit stored in the electronic purse is not refundable.
3. A receipt for travel will be issued for each use of the Bus Smart Card.
4. Any dispute over the value of the travel charged must be raised with the driver at time the receipt is issued. If the dispute is not resolved with the driver it may be referred to the ICC, whose decision will be final and binding.
5. The ICC shall at its sole discretion charge a non-refundable card issuance fee, which is to be paid at time of issue.
6. Failed Bus Smart Cards will be replaced at no cost to the recipient except where the Bus Smart Card has been bent or is structurally damaged. Three working days after receipt of the failed card, the remaining value will be available to be loaded on the replacement card at ICC.
7. The printed wallet accompanying the Bus Smart Card and the receipt provided at time of issue contain a card issue number and must be retained as "proof of issue".
8. Lost or stolen cards must be notified to the ICC as soon as possible. The ICC will require the person notifying the card as lost or stolen to provide "proof of issue", contact details including name, address and contact telephone number, and proof of identity.
9. Upon receipt of notice that a Bus Smart Card has been lost or stolen (in accordance with 8 above) the ICC shall issue a new Bus Smart Card to the recipient and within two working days remove the lost or stolen Bus SmartCard access to the system. Three working days after notification, the remaining value of the failed card will be available to be loaded on the replacement card at ICC, unless there is dispute as to who is entitled to the replacement Bus Smart Card. The replacement Bus Smart Card shall be subject to card issuance fee specified in 5 above.



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10. Any dispute as to who is entitled to be reissued a failed, lost or stolen card, or any other matter concerning Bus Smart Cards shall be determined by ICC, whose decision shall be final and binding.
11. ICC may discontinue the use of BusSmart card ("Expiry") at any time by following the procedure set out in points 18-21 below
12. After Expiry the BusSmart card cannot be used.
13. ICC must provide a means by which the credit stored in the electronic purse in the BusSmart card can be transferred ("Balance Transfer") to a replacement card for use with public transport services similar to those available for use with a BusSmart card.
14. Balance Transfer must be available for a period commencing at or before Expiry until a date after Expiry which ICC determines ("Transfer Date").
15. Balance Transfer will not be available after the Transfer Date.
16. ICC may impose pre-conditions to Balance Transfer such as:
  - (a) proof of issue and identity being provided; and
  - (b) return of the BusSmart card.
17. ICC is not required to maintain any database, computer system or hardware (such as card readers) for use with the BusSmart card after the Transfer Date.
18. At least twice before Expiry ICC shall publish a notice in The Southland Times ("Public Notice") specifying:
  - (a) the date of Expiry;
  - (b) that the BusSmart card are discontinued with effect at Expiry and cannot be used after that date;
  - (c) that details of how the BusSmart card holders can make a Balance Transfer are published on the ICC website; and
  - (d) the Transfer Date.
19. At least two weeks before Expiry and not later than the date of the first Public Notice ICC must post on its website ("Website Notice") notice of:
  - (a) the date of Expiry
  - (b) that the BusSmart card are discontinued with effect at Expiry and cannot be used after that date;
  - (c) details of how the BusSmart card holders can make a Balance Transfer; and
  - (d) the Transfer Date.
20. The Website Notice must remain on the ICC website until the Transfer Date.
21. Expiry takes effect on the date specified in the Website Notice.

