

Merrifield Connect User Terms and Conditions January 2018

The reference to the Developer in these Terms and Conditions is a reference to Ascotown Pastoral Company P/L, Merrifield Corporation P/L and MAB Corporation P/L (collectively).

By purchasing a card to access the Merrifield Community Bus (Merrifield Connect) you agree to abide by the following Terms and Conditions.

Accessing the *Merrifield Connect* bus service and buying your pass

- You must be a Merrifield resident or have purchased land in the Merrifield development to access the *Merrifield Connect* bus service with the service only accessible to those eligible person holding a valid *Merrifield Connect* Access Card. To purchase a *Merrifield Connect* Access Card, proof of Merrifield residency or proof of purchase **must** be provided.
- When boarding the *Merrifield Connect* bus service you must present a valid *Merrifield Connect* Access Card. Payment at the time of use will not provide access to the *Merrifield Connect* bus service.
- Non-Merrifield residents will be considered for a *Merrifield Connect* Access Card pending an application via the Community Development Manager. This will be assessed on a case to case basis and approval/non-approval will be at the absolute discretion of the Community Development Manager
For more information email community@merrifieldmelbourne.com.au
- *Merrifield Connect* Access Cards can be purchased, in person only, either at the Merrifield Sales Centre or at The Corner Store
- Your *Merrifield Connect* Access Card is valid until 31st December of the year in which it is purchased
- The cost for a *Merrifield Connect* Access Card is \$20. The cost is a fixed fee for all passengers over the age of 5 years and will not be pro-rated for any period less than the 12 months it is valid.
- Access Cards will NOT be issued without proof of residency or purchase
- One Access Card per person maximum. Access Cards are personal to the recipient and are non-transferable.
- A maximum of 5 access cards will be allotted per household
- If your *Merrifield Connect* Access Card is lost, replacement cards can be purchased at a cost of \$10. To access a replacement card proof of purchase or residency needs to be provided
- No refund will be given on *Merrifield Connect* Access Cards post purchase
- Cards that are no longer valid for travel may be retained by the driver.

Services

- Your *Merrifield Connect* Access Card entitles you to free unlimited travel on the *Merrifield Connect* bus service for the calendar year in which it is purchased
- Your card must be presented to the driver every time you board the bus. If you are unable to present a card the driver is in his/her right to refuse access to the *Merrifield Connect* bus service
- *Merrifield Connect* has three scheduled services AM and PM (refer to current *Merrifield Connect* bus timetable). The Developer reserves the right to change prices and timetables without notice. Journeys may take longer than expected or may need to be diverted or cancelled. Where possible, we will advise passengers of disruptions.
- *Merrifield Connect* is contracted to a third party provider and Merrifield accepts no responsibility for late or cancelled services. Every effort will be made by the *Merrifield Connect* bus operators to ensure services run to schedule and are on time.
- Your *Merrifield Connect* Access Card does not guarantee you a seat on the *Merrifield Connect* bus service. There are a maximum of 24 seats per scheduled service. Under no circumstance is standing allowed on the *Merrifield Connect* bus. The Driver, at his or her sole discretion, shall determine a safe number of passengers on the bus from time to time and on that basis may limit the number of passengers using the bus.
- The Driver, at his or her sole discretion, can deny access to the bus or otherwise ask passengers to remove themselves from the bus.
- You acknowledge that the provider of the *Merrifield Connect* service is a bus operating company (and not the Developer). The name of the relevant bus operating company may be shown on your ticket or on the applicable bus schedule from time to time. If you wish to make a suggestion or complaint about a bus service or driver, the Developer shall use reasonable endeavours to assist in handling your suggestion or complaint if you can identify the relevant bus operating company when making any complaint.

New Annual cards

- *Merrifield Connect* Access Cards for the following calendar year will be available to purchase from start November of the current year

Breach

- Merrifield residents and purchasers are NOT permitted to purchase passes (on behalf of) or sell passes to people living outside Merrifield. If residents are found to be doing so, they will be automatically banned from having access to the *Merrifield Connect* bus service. Any requests for *Merrifield Connect* Access Cards for non-Merrifield residents/purchasers need to go via the Community Development Manager.

- The Developer may withdraw any pass or others decide not to issue an Access Card at its discretion.

General terms

- The Developer and the bus operating company will take all reasonable steps to ensure you have a safe and enjoyable trip. The Developer does not take responsibility for events that are beyond the Developer's control and accepts no liability for same. If a passenger is objectionable to other passengers or disturbing and causing discomfort, they will be asked to leave the bus. If a passenger is under the influence of alcohol or drugs or believed to be physically or mentally incapable of travelling they will not be permitted to use the *Merrifield Connect* bus service.
- The Developer will not be liable for direct or indirect losses, damages, cost or inconvenience that you suffer as a result of cancellation, delay, diversion or termination of any of the *Merrifield Connect* bus services, or of any *Merrifield Connect* bus services being unavailable to you as a result of the vehicle being fully loaded, at capacity or for any other reasons.
- The Developer will not be liable for any loss of or damage to your property, including any lost property under any circumstances.
- All passengers access *Merrifield Connect* bus service at their own risk and acknowledge that the Developer will not be liable for any personal injury suffered as a consequence of the use of the *Merrifield Connect* bus service.
- The Developer can hold you responsible, including all costs incurred, for any damage you personally cause to the bus on the *Merrifield Connect bus* service .
- Children under the age of 6 must have an adult with them to access the *Merrifield Connect* bus service.