



Government Gazette

of the State of

New South Wales

Number 76

Thursday, 6 July 2017

The New South Wales Government Gazette is the permanent public record of official notices issued by the New South Wales Government. It also contains local council and other notices and private advertisements.

The Gazette is compiled by the Parliamentary Counsel's Office and published on the NSW legislation website (www.legislation.nsw.gov.au) under the authority of the NSW Government. The website contains a permanent archive of past Gazettes.

To submit a notice for gazettal – see Gazette Information.

GOVERNMENT NOTICES

PASSENGER TRANSPORT REGULATION 2007

Clause 69 Definitions

Approved Payment Device

Notice

TRANSPORT FOR NSW, pursuant to Clause 69 of the *Passenger Transport Regulation 2007*, does by this Notice approve the following classes of payment devices as an approved payment device to be used as a smartcard for the payment of fares by scanning at a smartcard reader designated for use by a smartcard of that kind.

1. A contactless credit card, debit card or prepaid card that operates on the Mastercard system, Mastercard credit card system, Mastercard debit card system or the Mastercard prepaid card system, in each case subject to a designation issued by the Reserve Bank of Australia pursuant to the *Payment Systems (Regulation) Act 1998* (Cth); or
2. A smartphone or other device that emulates a credit card, debit card or prepaid card referred to in 1 above to enable payments to be made.

This Notice takes effect on 6 July 2017.

Timothy Reardon
Secretary
Department of Transport

PASSENGER TRANSPORT REGULATION 2007

Clause 76(1)(c) Valid smartcards

Order

TRANSPORT FOR NSW, pursuant to Clause 76 of the *Passenger Transport Regulation 2007*, does by this Order designate the following route as a route for which an approved payment device, being a kind of smartcard, may be used.

Manly ferry service between Circular Quay and Manly (both directions) operated by Harbour City Ferries.

This Order takes effect on 6 July 2017.

Timothy Reardon
Secretary
Department of Transport

PASSENGER TRANSPORT REGULATION 2007

Clause 76(1)(b) Valid smartcards
Publication of terms and conditions

TRANSPORT FOR NSW, pursuant to Clause 76 of the Passenger Transport Regulation 2007, publishes the following terms and conditions for the use of a smartcard.

These terms and conditions for the use of a smartcard repeal any previous terms and conditions for the use of a smartcard published by Transport for NSW and take effect on and from 6 July 2017.

Terms of Use

Pursuant to clause 70 of the *Passenger Transport Regulation 2007*, Transport for NSW accepts 2 kinds of smartcards, being:

1. Opal Card; and
2. Approved Payment Devices.

These Terms of Use are separated into 3 sections.

- Section 1 applies to the use of an Opal Card;
- Section 2 applies to Approved Payment Devices; and
- Section 3 is a general section that applies to both the use of an Opal card and an Approved Payment Device.

WHAT IS THE OPAL TICKETING SYSTEM AND WHO ARE WE?

1. **Opal Ticketing System:** The Opal Card (**Opal Card**) is a smartcard designed for use by an electronic ticketing system (**Opal Ticketing System**). The Opal Card can be used as a form of ticketing and payment for public transport services within the metropolitan areas of Sydney, Newcastle and Wollongong equipped with Opal Card readers (**Opal Card Readers**) on which the Opal Card is an accepted form of fare payment (**Opal Transport Services**). The Opal Card is issued by Transport for NSW (**TfNSW**). A reference to **us**, **we** or **our** is a reference to TfNSW and, where the context requires, its authorised representatives and agents.
2. An Approved Payment Device (**Device**) has the meaning set out in clause 69 of the *Passenger Transport Regulation 2007* and can be used for pay as you go travel on the Opal Ticketing System. Types of Devices that can be used can include a contactless credit card, debit card, prepaid card, smartphone or other device which can emulate a contactless payment card that operates on the Mastercard payment system.

3. A Device can be used as a form of ticketing and payment for public transport services on Designated Services (as defined in section 74) by validating the Device on approved Opal Card Readers on which the Device is an accepted form of fare payment.

Section 1 – Opal Cards

OPAL TERMS OF USE

4. **Opal Terms of Use:** The reference to "Opal's terms of use" or "Opal Terms of Use" on the back of the Opal Card is a reference to these Opal Terms of Use as amended from time to time in accordance with **section 89 (Opal Terms of Use)**. These Opal Terms of Use are the terms and conditions that apply to your use of the Opal Card and the Opal Ticketing System.

ACCEPTANCE

5. **Acceptance of terms:** By ordering, using or registering an Opal Card you agree to be bound by the Opal Terms of Use in force at the time you order, use or register your Opal Card. If you do not agree to be bound, you must refrain from using the Opal Card.
6. **Responsibility for a child:** If you acquire an Opal Card for use by a person who lacks, by reason of youth, the understanding necessary for these Opal Terms of Use to be binding on them (**Child**), you are responsible for the use of that Opal Card by that Child.

OPAL CARDS

7. **Opal Cards:** We issue Opal Cards that are reloadable "pay as you go" stored value Opal Cards and non-reloadable Opal Cards.
8. **Property of TfNSW:** Opal Cards are and remain our property. We may inspect, deactivate or take possession of an Opal Card or require its return at our discretion without notice at any time.

RELOADABLE OPAL CARDS

9. **Reloadable Opal Cards:** We issue a variety of reloadable, pay as you go, Opal Cards which may be used to pay for travel on public passenger vehicles or trains (including light rail) on Opal Transport Services.

You must use the “Adult” Opal Card unless you are entitled to use a different type of Opal Card allowing concessional fares (including concession or senior/pensioner Opal Cards) or free travel. When using an Opal Card allowing free or concessional fares travel, you must carry and produce upon request proof of your entitlement in accordance with section 96.

10. You can use a “Child/Youth” Opal Card only if you are:

- a) aged 4 to 15 years (inclusive); or
- b) a full-time NSW/ACT school student aged 16 and older with a NSW Senior Secondary Student Concession card, issued by your school, as proof of entitlement.

11. Further information about the types of reloadable Opal Cards available under the Opal Ticketing System, the criteria for eligibility, the fares charged by Operators and any additional special terms and conditions for reloadable Opal Cards other than the “Adult” Opal Card may also be obtained by calling 13 67 25 (13 OPAL) and from the Opal Website. Customers who use reloadable Opal Cards other than the “Adult” Opal Card must inform themselves of and comply with any such additional special terms and conditions. If an Opal Card allowing concessional fares travel has been issued specifically to you, you must not permit any other person to use that Opal Card. You must not use an Opal Card allowing concessional fares travel that has been issued specifically to another person.

12. **Precondition to using a reloadable Opal Card:** You must add value to a reloadable Opal Card before using it to pay for your first trip.

NON- RELOADABLE OPAL CARDS

13. **Non-reloadable Opal Cards:** We issue two categories of non-reloadable Opal Cards, Single Trip Tickets and Free Opal Cards.

14. **Single Trip Ticket:** A Single Trip Ticket is a non-reloadable Opal Card for use on trains, ferries or light rail only. It can only be used for one trip and transfer to another

mode is not allowed. Single Trip Tickets are valid for the day of purchase and expire on 4.00am the next day, or at the end of a trip taken prior to that time. The Single Trip Ticket is valid for travel to destinations within the distance fare band of the ticket purchased, which is calculated and set from the point of tap on and limited to the chosen distance band of the ticket.

15. **Free Opal Cards:** We issue Free Opal Cards, including (but not limited to) Free Travel Opal Cards and School Opal Cards to provide free travel on Opal Transport Services, following confirmation of eligibility. Use of Free Opal Cards is also subject to the Additional Terms and Conditions for Free Opal Cards published below, as amended by us from time to time.

ADDITIONAL TERMS AND CONDITIONS FOR FREE OPAL CARDS

16. Subject to section 20, Free Opal Cards are not transferrable and must only be used by the person to whom the Free Opal Card has been issued. You must not permit any other person to use your Free Opal Card.
17. If your Free Opal Card is damaged, lost or stolen, you may order a replacement card (a fee may apply) by calling 131 500. Your current Free Opal Card will be blocked and a replacement Free Opal card will be mailed to you, usually within 5-7 working days.
18. **Free Travel Opal Cards:** We may issue a Free Opal Card to eligible customers with vision impairment as well as selected ex- Defence Force personnel to provide free travel on Opal Transport Services (**Free Travel Opal Card**). Further information, including eligibility requirements, is located on the Opal Website.
19. If you hold a Free Travel Opal Card, you are not required to tap on at the beginning of a trip or tap off at the end of a trip at an Opal Card Reader and you may show your proof of entitlement pass to transport staff or bus driver in order commence or end your journey.
20. If eligible, we may also issue you with a second Free Travel Opal Card to provide your attendant free travel on Opal Transport Services (**Attendant's Card**). The Attendant's Card may be used by any person who is travelling with you.

21. Use of the Attendant's Card is limited to instances where the attendant is travelling with the eligible holder of a Free Travel Opal Card. You must not use an Attendant's Card unless you are travelling with the person named on the Attendant's Card.
22. You must carry evidence of eligibility at all times when using a Free Travel Opal Card and produce it in accordance with section 96.
23. Your Free Travel Opal Card will not operate at Sydney Domestic and Sydney International Airport train stations. Access to or from these stations requires assistance from station staff. Station access fees may apply.
24. **School Opal Cards:** We issue a School Opal Card to eligible school students to provide free or subsidised travel between home and school on Opal Transport Services.
25. You may only use your School Opal Card for travel which commences between 6.30am and 7pm (6.30am and 9.30pm for TAFE students) on school days between home and school.

For all other travel, you must use a Child/Youth Opal card.
26. Your School Opal Card will not operate at the following train stations:
 - a. Sydney Domestic Airport; or
 - b. Sydney International Airport;To access these stations you must use a Child/Youth Card.
27. Use of the School Opal Card is also subject to the School Pass Terms, published at <https://apps.transport.nsw.gov.au/ssts>.
28. **Other Free Opal Cards:** We may, at our discretion, determine other classes of individuals eligible for Free Opal Cards and may provide relevant additional terms and conditions for use directly to eligible individuals issued with those Free Opal Cards.

ACQUIRING OPAL CARDS

29. **Reloadable Opal Cards:** You can acquire reloadable Opal Cards through:

- a. the Opal Website;
- b. various retailers which are approved as Opal retailers;
- c. our call centre at 13 67 25 (13 OPAL); and
- d. any service centres that we establish,

(together, the **Opal Channels**).

You may obtain information on Opal Channels and on how and through what Opal Channels you may acquire an Opal Card by calling 13 67 25 (13 OPAL) or from the Opal Website. When acquiring an Opal Card, you must provide all the information that we deem reasonably necessary for us to supply you with the Opal Card of the type you are acquiring. If you receive an Opal Card in the mail, you must activate it in accordance with the procedure specified in the Opal starter pack that accompanies the Opal Card. We are not responsible for any delays in delivering an Opal Card to you if the information you provide is inaccurate, out of date or unclear, or the Opal Card is undeliverable to the address you provide.

30. **Single Trip Tickets:** You can acquire a Single Trip Ticket from an 'Opal Top Up or Single Trip Ticket Machine' only.

31. **Free Opal Cards:** We issue Free Opal Cards in accordance with the terms and conditions of the relevant free or subsidised travel scheme. Eligibility details and further information is available on the Opal Website.

32. **Prohibited Acquisition:** You must not obtain an Opal Card by purchasing it from another person. As described in section 59, the sale of an Opal Card for a price is prohibited, and you may not be able to confirm the Opal Card Balance of any such Opal Card, or the Opal Card may have been cancelled by us, whether at the time of purchase or subsequently. This may include circumstances where the Opal Card that you purchase has been lost or stolen, or a "top up" to the Opal Card has been reversed because of an unauthorised credit card transaction involving a lost or stolen credit card.

USE OF OPAL CARDS AND OPAL TICKETING SYSTEM

33. Use of Opal Cards: You must:

- a. use the Opal Card and Opal Ticketing System in accordance with these Opal Terms of Use;
- b. not obtain or attempt to obtain Opal Benefits (as described on the Opal website at <https://www.opal.com.au/en/opal-fares/>) by using an Opal Card or the Opal Ticketing System (including Opal Card Readers) in a way that is inconsistent with these Terms of Use;
- c. provide us with the information and assistance that we deem reasonably necessary for the effective use of the Opal Card;
- d. comply with all laws and regulations applicable to your use of the Opal Card;
- e. keep the Opal Card safe and secure at all times;
- f. take proper care of the Opal Card, avoid damaging it, keep it flat and not bend or pierce it;
- g. only use an Opal Card issued by us on the Opal Ticketing System (and you must not use any other smartcards at an Opal Card Reader or any other part of the Opal Ticketing System);
- h. not misuse, deface, alter, tamper with or deliberately damage or destroy the Opal Card;
- i. not alter, remove or replace any notices (other than the activation sticker), trademarks or artwork on the Opal Card; and
- j. not modify, adapt, translate, disassemble, decompile, reverse engineer, create derivative works of, copy or read, obtain or attempt to discover by any means, any (i) encrypted software or encrypted data contained on an Opal Card; or (ii) other software or data forming part of the Opal Ticketing System.

34. Defective cards: You must not knowingly use a Damaged or Faulty Opal Card and must immediately report a Damaged or Faulty Opal Card by calling 13 67 25 (13 OPAL) as soon as it is discovered that it is Damaged or Faulty. In relation to an Opal Card:

- a. **Damaged** means not capable of being read by an Opal Card Reader and subject to physical damage or electronic tampering by you or any other person or event subsequent to the acquisition of that Opal Card; and
- b. **Faulty** means: (i) not Damaged but not capable of being read by an Opal Card Reader; or (ii) failing to comply with any applicable statutory guarantees; or (iii) not able to be utilised due to the existing service being at capacity and not allowing customer access where another subsequent service does not exist for this day.

Under b) iii): You may request for a refund for a Faulty Single Trip Ticket, or to transfer the cost of that Faulty ticket to a reloadable Opal Card. No refunds or transfers are provided for a lost, stolen or damaged Single Trip Ticket, or in any other circumstances, as in our terms and conditions.

CARD REGISTRATION

- 35. **Registering a reloadable Opal Card:** In order to register a reloadable Opal Card you must provide the information necessary to create a customer profile (**Customer Profile**), or alternatively you can permit another person to link your Opal Card to their Customer Profile (in which case that other person will be able to manage your Opal Card as described in section 39). The card identification number and card security code (**Opal Card Number**) of the Opal Card that you are registering will be linked in the Opal Ticketing System to your Customer Profile. More than one Opal Card can be linked to that Customer Profile, but an Opal Card can only be linked to one Customer Profile at any given time.
- 36. **Registered Card Benefits:** A range of services (**Registered Card Benefits**) are available for registered Opal Cards. Information about Registered Card Benefits can be obtained by calling 13 67 25 (13 OPAL) and from the Opal Website. If a registered Opal Card is lost or stolen and you report it as lost or stolen, the Opal Card Balance of that Opal Card will be protected in accordance with and upon the terms of our refund policy set out at the Opal Website (**Opal Refund and Balance Transfer Policy**).
- 37. **Changing Registered Card Benefits:** We may change the Registered Card Benefits at any time in accordance with section 89.

38. **Registration on behalf of others:** You may only register and manage the registration of an Opal Card on behalf of:
- a. a Child under the age of 16, if you are a parent or guardian of that Child; or
 - b. any other person over the age of 16, if you are doing so with their consent (including their consent to disclose any personal information you provide to us about them).
39. **Linking your Registered Opal Card to another person's Customer Profile:** If you allow your Opal Card to be linked to another person's Customer Profile, that person can manage your Opal Card (including after your death). This gives them the ability to:
- a. access information collected by us in relation to your Opal Card in accordance with the Opal Privacy Policy, including your travel history;
 - b. manage auto top-ups for your Opal Card;
 - c. receive notifications via email or text message regarding the status of your Opal Card;
 - d. apply for and receive a refund of your Opal Card Balance, if they possess your Opal Card;
 - e. transfer your Opal Card Balance to another Opal Card that is linked to their Customer Profile; and
 - f. unlink your Opal Card from their Customer Profile.
40. TfNSW will automatically unlink all Opal Cards from a Customer Profile that is deactivated for any reason, including the death of the account holder. Auto top-ups will be discontinued for unlinked Opal Cards.
41. **Confidentiality:** You must keep all usernames, passwords, personal identification numbers, card security codes and answers to security questions confidential and you must not disclose this information to any person. You must not enable any other person, application (including any mobile application) or system to access your Customer Profile. We are not responsible for any loss suffered as a result of you disclosing any information, including any username or password contained in your Customer Profile to another person, any application (including any mobile application) or any system. You must also keep the Opal Card Number that is printed on your Opal

Card safe and secure. If your Opal Card is unregistered and another person obtains your Opal Card Number, this may allow them to view your recent travel history, register your Opal Card, or link your Opal Card to their own Customer Profile.

42. **Unregistered Opal Cards:** You can acquire an unregistered reloadable Opal Card through various retailers which are approved as Opal retailers, and any service centres that we establish. The provisions in these Terms of Use relating to unregistered Opal Cards apply to Opal Cards that are acquired but not registered, and also to registered Opal Cards that have been de-registered.
43. **Card authentication:** When interacting with the Opal Ticketing System, you will comply with any authentication procedures that we reasonably require from time to time. If you cannot satisfy any of our authentication requirements, you may not be able to interact with the Opal Ticketing System including obtaining the Registered Card Benefits.

PAYMENT, FARES AND BALANCES

44. **Payment for travel:** In connection with your use of an Opal Card, you are responsible for the payment of all fares (including promotional fares, concession fares, discounted fares or fares with caps) (**Opal Fares**). We also reserve the right to apply charges in connection with the use of the Opal Card (**Opal Charges**). Information about applicable Opal Fares and Opal Charges will be published on the Opal Website and is subject to change from time to time in accordance with section 89. Information about applicable Opal Fares and Opal Charges can also be obtained by calling 13 67 25 (13 OPAL).
45. **Opal Card Balance:** Your Opal Card Balance will be available to pay for Opal Fares and Opal Charges (unless those amounts are transferred or refunded in accordance with the Opal Refund and Balance Transfer Policy, or forfeited in accordance with section 70). You must add value to a reloadable Opal Card sufficient to meet these charges.
46. **Tap on and tap off:** Subject to section 19, you must tap on at the beginning of your trip and tap off at the end of your trip at an Opal Card Reader except in the case of ferry

services to and from Manly. For ferry services to and from Manly only, you must tap on at the beginning of your trip but you do not have to tap off at the end of your trip and you may exit without doing so. Instructions on how to tap on and tap off will be set out in the documentation that is provided with a new Opal Card, and on the Opal Website, and you must comply with those instructions. If you fail to tap on or tap off as required, the Opal Ticketing System is unable to ascertain where you entered or exited the public transport network, as the case may be, and the Opal Card will be charged the default fare for the journey.

See https://www.opal.com.au/en/opal-fares/travelling_with_a_valid_ticket/ for further details on default fares.

47. **Multiple use not permitted:** You can only use an Opal Card for one trip at a time. You must not tap on twice with the same Opal Card in order to pay for another person's trip.
48. **Tap on and Tap off at the one location:** You are permitted to tap on and then tap off at the same location if you no longer intend to make a journey.
49. **Sufficient funds:** You must not use a reloadable Opal Card to pay the Opal Fare for a trip if the Opal Card Balance of the reloadable Opal Card or a Single Trip Ticket is: (a) insufficient to pay for it; or (b) a negative balance.
50. **Minimum and maximum balances:** A limit applies to the maximum amount that can be maintained as an Opal Card Balance on an Opal Card, which may vary depending on the type of Opal Card you have. You must not commence a trip if (a) the Opal Card Balance is negative; or (b) the Opal Card Reader declines a tap on due to an insufficient balance.
51. **Authorisation:** You authorise us to deduct all Opal Fares and Opal Charges as and when they are due from the Opal Card Balance of the Opal Card.
52. **Negative balances:** If the Opal Card Balance of a reloadable Opal Card is insufficient to pay for the applicable Opal Fare or is a negative balance, you must add value to the Opal Card in an amount sufficient to pay for your trip before you use it again. You must

pay any negative Opal Card Balance on a reloadable Opal Card and, when you add value to it, the added value will be first applied to reduce any negative balance.

53. **Adding value:** You may "top up" or add value to a reloadable Opal Card by paying or transferring value to the Opal Card Balance of the reloadable Opal Card. Information on current methods of adding value can be obtained by calling 13 67 25 (13 OPAL) and from the Opal Website. Under the Opal Ticketing System, "add value" is also referred to as "top up".
54. **Balance adjustments:** You may dispute the amount of an Opal Card Balance of your Opal Card and request an adjustment of the Opal Card Balance by calling 13 67 25 (13 OPAL) or by completing and sending the [enquiry form](#) on the Opal Website. An adjustment to an Opal Card Balance will only be made at our discretion. We may adjust an Opal Card Balance retrospectively if we discover that it is incorrect.
55. **Balance transfers:** We will only transfer the Opal Card Balance of an Opal Card to another Opal Card if: (a) both Opal Cards are registered and linked to the same Customer Profile; (b) the entire Opal Card Balance (less any applicable Opal Charges) is being transferred; and (c) the Opal Card from which the transfer is being made has been cancelled.
56. **Opal Benefits not transferred:** Opal Benefits (as described on the Opal website at <https://www.opal.com.au/en/opal-fares/>) are specific to each Opal Card and are not transferrable upon the transfer of the Opal Card Balance of an Opal Card to another Opal Card, except where an Opal card is found to be a Defective card under section 34. For example, any paid journeys accrued for the purpose of the Weekly Travel Reward are not transferred to a new Opal Card.
57. **Auto top up:** If you set up an "auto top up" as one of the Registered Card Benefits for your reloadable Opal Card, you are authorising us to automatically add value to your reloadable Opal Card whenever your Opal Card Balance falls below the required minimum balance by means of an automatic payment from: (a) a credit card; (b) a debit card; or (c) bank or similar account if we make such a service available in the future (**Authorised Payment Source**).

You can obtain information on the minimum and maximum amounts that can be automatically added under an auto top up, the methods by which you can change or terminate an auto top up and the manner in which we will handle the auto top up if your Authorised Payment Source is declined or has expired, by calling 13 67 25 (13 OPAL). You must ensure that your Authorised Payment Source remains valid and current and you must renew your Authorised Payment Source if it has expired or if we request you to do so. If a payment for an auto top up is declined by your Authorised Payment Source, we will reverse that auto top up and cancel the auto top up.

Auto top up is not available for unregistered Opal Cards.

58. Website and 13 OPAL top ups:

- a. **Reversals:** After we receive instructions from you to add value to a reloadable Opal Card via the Opal Website or 13 67 25 (13 OPAL) you should tap on at an Opal Card Reader with that Opal Card within 60 days. If you fail to tap on within the 60 days we will reverse the value added back to your credit or debit card as the case may be.
- b. **Timing:** We will use our reasonable endeavours to ensure timely top ups via the Opal Website or 13 67 25 (13 OPAL) but we will not be responsible for any delays in doing so.

TRANSFER OF YOUR OPAL CARD

59. **No resale:** You must not sell, or offer to sell, an Opal Card to another person for a price. We may cancel any Opal Card that is sold or offered for sale in breach of this section at any time without notice. If you have an Opal Card that you no longer wish to use, you can apply for a refund of the Opal Card Balance as described below.
60. **Certain Opal Cards non- transferrable:** subject to section 20, if your Opal Card is issued specifically to you, you must not allow any other person to use, or attempt to use, the Opal Card.

REFUNDS

61. **Opal Refund and Balance Transfer Policy:** We will make refunds for Opal Card Balances or for a Single Trip Ticket as stated in these Opal Terms of Use and in accordance with the Opal Refund and Balance Transfer Policy. The Opal Refund and Balance Transfer Policy also contains the terms and conditions upon which we will transfer the balance of an Opal Card to another Opal Card.
62. **Applications for refunds:** Where we de-activate or take possession of an Opal Card or require its return under section 8, cancel an Opal Card under section 67, or the Opal Card is Damaged or Faulty under sections 34 (a), 34(b) or 66, or expires under section 68, you may apply for a refund in accordance with the Opal Refund and Balance Transfer Policy.
63. **Right to reject application for refund:** If you make an application for a refund under section 62, we may reject the claim if you have not complied with any of the provisions of these Opal Terms of Use or if we have reason to suspect that an offence under any law may have been or may be committed.
64. **Lost or stolen - registered Opal Cards:** If you have lost a registered Opal Card or the registered Opal Card has been stolen, you must notify us as soon as possible by calling 13 67 25 (13 OPAL) or through the Opal Website, so that we can cancel it and arrange for a balance transfer in accordance with the Opal Refund and Balance Transfer Policy. No refunds will be given for lost or stolen registered Opal Cards. You remain liable for Opal Fares and Opal Charges incurred on the Opal Card until you report it to us as lost or stolen.
65. **Lost or stolen - unregistered Opal Cards:** No refunds or balance transfers will be given for lost or stolen unregistered Opal Cards.
66. **Defective cards:** If an Opal Card is Damaged or Faulty: (a) you must notify us as soon as possible by calling 13 67 25 (13 OPAL) to request a replacement Opal Card or a refund for a reloadable Opal Card or a Single Trip Ticket (if Faulty only); and (b) if you want a refund, you must physically return the Opal Card by mailing or delivering to us the Opal Card together with a signed and completed "Opal card refund form" that is contained in the Opal Refund and Balance Transfer Policy. If you do not physically

return a Damaged or Faulty Opal Card you will not be entitled to a refund.

CANCELLATION AND EXPIRATION

67. **Cancellation:** We may cancel an Opal Card if:

- a. we are satisfied that it is lost, stolen, Damaged or Faulty;
- b. we are satisfied that you have not complied with any of the provisions of these Opal Terms of Use or if we have reason to suspect that an offence under any law may have been or may be committed;
- c. we deem it reasonable to do so for the purposes of providing efficient and effective ticketing services;
- d. you request the cancellation of an Opal Card; or
- e. we deem you no longer are eligible for a concession or a Free Opal Card.

An Opal Card that has been cancelled will no longer be usable. You may make application for a refund of the balance of a cancelled reloadable Opal Card in accordance with section 62 or an application for a new Free Opal Card in accordance with section 11.

68. **Card Expiration:** An Opal Card will expire:

- a) in the case of a reloadable Opal Card - 9 years; or
- b) in the case of a Free Opal Card – 5 years,

after the date it is initialised (which will be earlier than the date you received or first used the Opal Card) (**Planned Expiry**).

However, we may expire an Opal Card earlier if we have reasonable grounds to do so (for example, if a particular batch of Opal Cards are experiencing failures prior to their date of Planned Expiry) (**Unplanned Expiry**).

69. **Notice of expiry:** You will know when an Opal Card is about to expire as a card expiration message will appear on the reader display when you tap on an Opal Card Reader during the 30 day period prior to Planned Expiry, or, in the case of Unplanned Expiry, such lesser period as we may reasonably need to determine.

70. **Forfeiture of Opal Card Balance:** If you have a registered, reloadable Opal Card, you can apply for a transfer or refund of your Opal Card Balance in accordance with section 62 for a period of up to 90 days after the date of cancellation or expiration of the Opal Card. If you do not do so, or you are not entitled to a refund in accordance with the Opal Refund and Balance Transfer Policy, you will forfeit the Opal Card Balance of that cancelled or expired Opal Card to us.

71. **Inability to use:** You will not be able to use any Opal Card that has been cancelled or has expired.

Section 2 – Approved Payment Devices

72. **Acceptance of terms:** By using your Device as a ticket on a public passenger service you agree to be bound by these Terms of Use in force at that time. If you do not agree to be bound, you must refrain from using your Device.

73. **Amendments:** We may, at any time, change any part of these Terms of Use or any other information referred to in the Terms of Use, by updating the Terms of Use or that other information accordingly at opal.com.au (**Opal Website**). Any such changes will take effect when they are published on the Opal Website. If we make any such changes that we consider will adversely affect your use of a Device in a material way, we will take such steps to notify you of those changes as we consider reasonably appropriate (for example, by including a notice on the Opal Website). By continuing to use a Device after any changes are published on the Opal Website, you agree to be bound by those changes. If you do not agree to any such changes, you must refrain from using a Device.

PAYMENT AND FARES

74. **Payment of Fares:** At the time of publication of these Terms or Use, a Device may only be used as a form of ticket on the following Sydney Ferries services:

- a) departing Wharf 3 at Circular Quay travelling to Manly; and
- b) departing Manly Ferry Wharf and travelling to Circular Quay (**Designated Services**).

75. A Device may only be used to pay the Adult Opal single trip ticket fare (Distance Band 2) as prescribed in the Passenger Transport (Opal and Other Fares) Order 2016, as amended from time to time (**Appropriate Fare**).

76. **Device to be validated:** In order to use your Device as a ticket for travel on a Designated Service, you must validate your Device by tapping on at the beginning of your ferry trip at an approved Opal Card Reader.

You are not required to tap off at the conclusion of your ferry trip. If you continue your journey by another mode of passenger service vehicle or train, you must use an alternate form of ticket, such as an Opal Card or Opal Single Trip ticket.

77. **Authority to travel:** By validating your Device on an Opal Reader, you agree and consent to TfNSW charging the financial institution account linked to the Device the Appropriate Fare. A validated Device constitutes an authority to travel and is your ticket for the trip on a Designated Service.

78. **Payment for travel:** You are responsible for the payment of the Appropriate Fare. By validating your Device on an approved Opal Card Reader, you consent and agree to TfNSW to charging the cost of the Appropriate Fare to the financial institution account linked to the Device.

79. If financial settlement of the Appropriate Fare attempted to be paid via your Device is declined when we submit it for payment (**Unpaid Fares**), you authorise us to seek to take payment using your details again on a number of additional occasions until we receive the full payment. We will also attempt to collect any Unpaid Fares the next time you validate your Device at an Opal Reader.

80. If you have outstanding Unpaid Fares for previous travel, you will not be permitted to travel using the Device until the Unpaid Fares have been settled in full.

81. **Multiple use not permitted:** You can only use a Device for one trip at a time. You must not tap on twice with the same Device or another Device which is linked to the same credit or debit card number in order to pay for another person's trip. If you have a joint bank account, you can both use your Devices to travel at the same time and each

Device will be charged separately.

82. **Multiple Devices permitted:** Subject to clause 80, you may use multiple Devices to pay for the travel of others. This does not permit separate Devices linked to the same credit or debit card to be used for multiple trips at the same time (for example, you cannot use a credit card and allow another person to use a smartphone feature which emulates the use of the same credit card).
83. **Approval to use Device:** You must have the express approval of the owner of the financial institution account to use a Device linked to that account.
84. **Tap on and Tap off at the one location:** You are permitted to tap on and then tap off at the same location if you no longer intend to make a journey.
85. **Sufficient funds:** You must ensure there are available funds in the financial institution account linked to your Device to pay the Appropriate Fare.
86. **Authorisation:** You authorise us to deduct all Fares as and when they are due from the financial institution account linked to your Device.

Section 3 General

REFUNDS

87. **Opal Refund and Balance Transfer Policy:** We will make refunds for payment made by an Opal Card or Device in accordance with the Opal Refund and Balance Transfer Policy.
88. **Right to reject application for refund:** If you make an application for a refund under section 87, we may reject the claim if you have not complied with any of the provisions of these Terms of Use or if we have reason to suspect that an offence under any law may have been or may be committed.
89. **Amendments:** We may, at any time, change any part of these Terms of Use or any other information referred to in these Terms of Use, by updating these Terms of Use or

that other information accordingly at opal.com.au (**Opal Website**). Any such changes will take effect when they are published on the Opal Website. If we make any such changes that we consider will adversely affect your use of the Opal Card or Device in a material way, we will take such steps to notify you of those changes as we consider reasonably appropriate (for example, by including a notice on the Opal Website). By continuing to use an Opal Card or Device after any changes are published on the Opal Website, you agree to be bound by those changes. If you do not agree to any such changes, you must refrain from using the Opal Card or Device. You may apply for a refund of the stored value of that Opal Card (**Opal Card Balance**) in accordance with the Opal Refund and Balance Transfer Policy.

90. **Operator's conditions of carriage:** These Terms of Use apply in addition to conditions of carriage imposed by any provider of public transport services who accepts the Opal Card or Device as payment for use of its services (**Operator**). When using the services of any Operator you must comply with that Operator's conditions of carriage. We are not responsible for the acts or omissions of any Operator.
91. **Accuracy of information:** You represent and warrant that any information that you provide to us is true, accurate and up to date. If the information you provide changes or is out of date, you must notify us of the change as soon as possible.
92. **Opal Website:** If and when you use the Opal Website, you must comply with the [Opal Website Terms of Use](#).
93. **Opal Guidelines:** You must comply with all the procedures, policies and guidelines relating to the Opal Card, Device and the Opal Ticketing System (including, but not limited to, the Opal Refund and Balance Transfer Policy, the Opal Privacy Policy, the guidelines in the Opal Website and any starter packs) that are published or issued by us as each may be amended from time to time in accordance with section 89 (**Opal Guidelines**).
94. **Opal Privacy Policy:** We will handle personal information that we collect in relation to the Opal Ticketing System in accordance with our privacy policy ([Opal Privacy Policy](#)) that published the Opal Website. Use of the Opal Card or Device indicates your consent to the use and disclosure of your personal information in accordance with the

Opal Privacy Policy and relevant legislation relating to personal information and privacy.

LAW ENFORCEMENT AND REVENUE PROTECTION

95. **Revenue protection:** You must co-operate with any officer (including any NSW police officer) authorised by us to monitor fare evasion, protect revenue or enforce compliance (**Authorised Officer**).
96. **Proof of entitlement:** This section 96 does not apply if you are aged 4 to 15 years (inclusive) and using a “Child/Youth” Opal Card or a School Opal Card. When travelling using a Free Travel Opal Card or an Opal Card that entitles you to concessional fares (including a concession Opal Card or a senior/pensioner Opal Card), you must carry and produce upon request by an Authorised Officer evidence of your entitlement to support your eligibility (e.g. being a valid Senior Card, Pensioner Card or Student Card). If you fail to carry or produce the evidence referred to above, you may be liable to pay a fine. Your eligibility for concessional, discounted or free travel may also be suspended or withdrawn.
97. **Production of Opal Card:** You must immediately produce the Opal Card or Device that you are using if requested to do so by an Authorised Officer. You consent to any Authorised Officer inspecting the Opal Card or Device and viewing transactions on the Opal Card or Device.
98. **Co-operation:** You must co-operate with us and the NSW Police in endeavouring to recover an Opal Card or Device if it is lost or stolen or if we suspect any suspicious activity in relation to an Opal Card or Device.
99. **Records:** In the absence of manifest error, our records are conclusive of the matters to which they relate.
100. **Enquiries, complaints and disputes:** You may raise enquiries, complaints or disputes by calling 13 67 25 (13 OPAL) or completing and sending us the enquiry form available on the Opal Website.

101. **Customer instructions:** Whenever you provide information or an instruction in connection with an Opal Card, Device or the Opal Ticketing System to us, we are entitled to assume that you have the right and authority to provide that information or instruction to us and that we are entitled to rely on the information or instruction.

102. **Intellectual property rights:** The Opal Card, Device, the Opal Ticketing System (including related software, architecture, data or other information) and their operation are protected by copyright and other intellectual property rights that are owned by us and our licensors.

103. **Assignment:** If we assign our functions under the Opal Ticketing System or cease to be responsible for the operation of the Opal Ticketing System, the reference to “TfNSW”, “we”, “us” and “our” in these Opal Terms of Use will refer to our assignee or the entity that has taken over the responsibility, as the case may be.

INTERPRETATION

104. **Proper law:** These Opal Terms of Use are governed by the laws of New South Wales and we and you submit to the exclusive jurisdiction of the courts of New South Wales.

105. **Unenforceability:** If any part of these Opal Terms of Use is held to be unenforceable, the unenforceable part is to be given effect to the fullest extent possible and the remainder will remain in full force and effect.

106. **Including:** The words “including”, “such as”, “for example” and similar expressions are not intended as terms of limitation.

LIABILITY

107. **Delays:** To the maximum extent permitted by law, we are not responsible for any delays in performing any of our obligations under these Opal Terms of Use and any of our functions under the Opal Ticketing System. To the maximum extent permitted by law, we will not be liable for any loss, damage, costs or expenses incurred as a result of the failure or delay in processing any transaction including a refund, balance transfer, balance adjustment or transaction to add value.

108. **Exclusion of representations and warranties:** All express or implied guarantees, warranties, representations or other terms and conditions not contained in these Opal Terms of Use are excluded from these Opal Terms of Use to the maximum extent permitted by law.
109. **Lawful remedies:** Nothing in these Opal Terms of Use excludes anything imposed by any legislation (such as the Australian Consumer Law which contains guarantees that protect the purchasers of goods and services in certain circumstances) that cannot be lawfully excluded or limited (**Non-Excludable Provision**). If we are able to limit your remedy for a breach of a Non-Excludable Provision, then our liability for such a breach is limited to one or more of the following at our option:
- a. in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - b. in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.
110. **Maximum liability:** Subject to our obligations under any Non-Excludable Provision and to the maximum extent permitted by law:
- a. our maximum aggregate liability to you for all claims under these Opal Terms of Use is limited to \$250; and
 - b. we are not liable for, and no measure of damages will, under any circumstances, include special, indirect, consequential, incidental or punitive damages or damages for loss of profits, revenue, goodwill or anticipated savings.
- The limitations and exclusions under this section apply regardless of whether the claim or liability arises in contract, tort (including, without limitation, negligence), equity, under statute, based on fundamental breach or breach of a fundamental term or on any other basis, whether or not such claim, liability or damage was foreseeable.
111. **Contribution:** Our liability to you (if any) is reduced to the extent that your acts or omissions (or those of a third party) contribute to or caused the loss or liability.



New South Wales

Passenger Transport (Opal and Other Fares) Amendment (Approved Payment Device Trial on Manly–Circular Quay Ferry Service) Order 2017

under the

Passenger Transport Act 2014

I, Tim Reardon, Secretary of the Department of Transport, in pursuance of section 125 of the *Passenger Transport Act 2014*, make the following Order on behalf of TfNSW.

Dated, this 9th day of June 2017.

TIMOTHY REARDON
Secretary
Department of Transport

Explanatory note

Recent changes to the *Passenger Transport Regulation 2007* and *Passenger Transport Regulation 2014* have enabled the payment of passenger transport fares by credit cards, debit cards or other approved payment devices as an additional payment method. A trial using the approved payment devices method is to be introduced on 6 July 2017 on the ferry services between Manly and Circular Quay and Circular Quay and Manly.

The object of this Order is to amend the *Passenger Transport (Opal and Other Fares) Order 2016* to introduce a single trip adult full fare of \$8.90 for that ferry service using an approved payment device. The fare is equivalent to an Opal full fare single trip ticket for ferry distance band 2.

Consequentially, this Order defines **approved payment device** and **Manly–Circular Quay ferry service**. **Approved payment device** has the same meaning as in the *Passenger Transport Regulation 2007* which, in that Regulation, means a smartcard that is a credit or debit card, or other payment device, of a class approved by TfNSW, by notice published in the Gazette, for the payment of fares by scanning at a smartcard reader. This Order is made under the *Passenger Transport Act 2014*, including section 125.

Passenger Transport (Opal and Other Fares) Amendment (Approved Payment Device Trial on Manly–Circular Quay Ferry Service) Order 2017 [NSW]

Passenger Transport (Opal and Other Fares) Amendment (Approved Payment Device Trial on Manly–Circular Quay Ferry Service) Order 2017

under the

Passenger Transport Act 2014

1 Name of Order

This Order is the *Passenger Transport (Opal and Other Fares) Amendment (Approved Payment Device Trial on Manly–Circular Quay Ferry Service) Order 2017*.

2 Commencement

This Order commences on 6 July 2017 and is required to be published in the Gazette.

3 Amendment of Passenger Transport (Opal and Other Fares) Order 2016

(1) Clause 3 Definitions

Insert in alphabetical order in clause 3 (1):

approved payment device has the same meaning as in the *Passenger Transport Regulation 2007*.

Manly–Circular Quay ferry service means the ferry service operated by Harbour City Ferries from Manly to Circular Quay or from Circular Quay to Manly.

(2) Clause 4 Fares

Insert after clause 4 (8):

- (9) The single trip adult full fare in respect of the Manly–Circular Quay ferry service supplied in accordance with an approved payment device is \$8.90.

Note. The fare includes travel on a ferry replacement bus.