



TERMS & CONDITIONS – INTERLINE CONNECT

Acknowledgement and Acceptance

The use of the App and the Services is governed by the terms and conditions set out below, as updated by Ingleburn Bus Services Pty Limited (ABN 55 000 659 325) trading as Interline Connect (INTERLINE CONNECT) from time to time. By downloading the App and/or using the Services, a User is taken to have accepted the terms and conditions in their entirety and a contractual relationship is formed between the User and INTERLINE CONNECT. A User is responsible for their compliance with these terms and conditions (including any updated versions). In Addition, the User's acceptance is agreement that their records will be shared with TfNSW for purposes of sending customer satisfaction surveys (Refer to Privacy Policy below for detail).

PLEASE ENSURE YOU READ AND UNDERSTAND THE TERMS AND CONDITIONS FULLY BEFORE USING THE APP OR THE SERVICES.

If a User does not agree to these terms and conditions they must not use the Services or the App. These terms and conditions supersede any prior arrangement between the User and INTERLINE CONNECT may at any time update these terms, cease offering some or all the Services or terminate the contractual relationship established above. Amendments to these terms and conditions will be published on the INTERLINE CONNECT website and continued use of the App or the Services by the User is taken as acceptance of the amendments.

Users will require their own internet connection to use the App and will be responsible for any associated costs of data use. Users are responsible for enabling notifications from the App to ensure Users receive confirmation of the booking, notifications in relation to their trip any other updates or notifications from INTERLINE CONNECT and TfNSW from time to time. Users may choose not to enable notifications however by doing so; the User acknowledges that their use of the App may impact their use of the Services.

In addition, supplemental terms may apply to certain services, such as the use of Wi-Fi on the Vehicles – these will be made available by INTERLINE CONNECT on their website or at the time of use.

Definitions

In these terms and conditions, the following terms and definitions apply unless otherwise stated:

“App” means the INTERLINE CONNECT mobile applications available for download onto mobile devices from the Google Play and Apple iTunes stores.

“Associated Parties” include INTERLINE CONNECT’S related entities, its contractors and subcontractors.

“Booking” means a confirmed agreement for INTERLINE CONNECT to pick up the User at a nominated time and location and transport them to an agreed location.

“Services” means the provision of On Demand public transport services by or on behalf of INTERLINE CONNECT within a dedicated pilot region and available to be booked by the User.

“TfNSW” means Transport for NSW, a corporation constituted under the Transport Administration Act 1988 (NSW), on behalf of the State of New South Wales, of 18 Lee Street, Sydney NSW.

“User” means any individual that downloads the App and/or uses the Services. “Vehicle” means a vehicle used by INTERLINE CONNECT to provide the Services.



Definitions (Continued)

“Personal Information” means information or an opinion about Users), collected from Users, such as name, date of birth, contact details, or sensitive personal information (including information about mobility/accessibility requirements)

Description of the Services

Account requirements

To access the Services, Users will need to create an account in the App .To create an App account, Users must be at least 16 years old.

The creation of an account will require the provision of Personal Information and payment methods. INTERLINE CONNECT will treat all Personal Information provided by the User in accordance with our Privacy Policy (and see below). Bookings can also be made over the phone by calling: (02) 9765 7222 during business

By becoming a User, individuals warrant that they have the right, authority and capacity to enter into and abide by these terms and conditions and agree not to allow any other person access to their account.

TO BOARD VEHICLE USERS MUST HAVE A BOOKING – INTERLINE CONNECT Vehicles will not, under any circumstances, pick up Users hailing Vehicles or waiting at ranks.

INTERLINE CONNECT DOES NOT WARRANT THAT THE APP OR THE SERVICES WILL BE ACCURATE, RELIABLE, SECURE, ACCESSIBLE OR FREE FROM ERRORS OR DEFECTS. IT IS THE RESPONSIBILITY OF THE USER TO INVESTIGATE WHETHER USE OF THE SERVICES WILL MEET THEIR REQUIREMENTS.

Bookings

When is a Booking made?

A Booking is made on confirmation from INTERLINE CONNECT (through the App, by SMS) and notification of the estimated pick up time is provided. Until a User has received this notification, no Booking request has been accepted by INTERLINE CONNECT.

INTERLINE CONNECT reserves the right to refuse carriage to Users who do not have evidence of their Booking in the form of an App confirmation code on their mobile phone which can be displayed to the driver on pickup.

Multiple Users

Users must nominate at the time of Booking if booking a trip for additional Users to that User. Users acknowledge that a failure to notify INTERLINE CONNECT at the time of arranging the Booking may entitle INTERLINE CONNECT to refuse carriage to the additional Users and/or cancel the Booking in its entirety.

Specific Assistance

Users who require assistance with boarding should notify the Driver, who will endeavour to assist in accordance with their training and WHS Law. If offered in the relevant pilot Region, a wheelchair accessible service needs to be notified by a User at the time of Booking. Assistance animals are welcome on board the Service but must be notified at the time of booking to ensure space. In both cases you must contact Interline Connect on 02 9765 7222



Seat allocation

The Services currently do not provide for allocated seating and it is therefore the responsibility of the User to select a seat when they board the Vehicle. The safety of the User, including the use of seatbelts, is the responsibility of the User in all circumstances.

Refunds, Cancellations and Transfers

Interline Connect reserves the right to refuse carriage to Users who are unable to demonstrate payment of the required fare.

Refunds

In the event that a User is not at the confirmed pick up point at the confirmed pick up time for the trip INTERLINE CONNECT will not provide a refund for the service.

Cancellations

Users will receive a refund if they cancel up to one hour before the confirmed pick up time. To cancel a booking the User must contact INTERLINE CONNECT on 0417 081 45.

If a booked trip is cancelled less than one (1) hour before the confirmed pick up time for the trip, INTERLINE CONNECT will not provide a refund.

Transfers

Users can request to have their booked trip transferred from one timeslot to another on the same day. Transfer requests will only be accepted for travel on the same day between the hours of 06.05am – 08.38am and 4.05pm – 7.52pm. The transfer request must be made at least one (1) hour before the requested trip.

To transfer a trip the User must contact Interline Connect on 0417 081 451.

Fares and Charges

Fares for the Services are displayed on the INTERLINE CONNECT website and consist of a set fee per trip. Fares are determined by TfNSW and may be changed from time to time – current pricing will be available on the INTERLINE CONNECT website and in the App prior to a Service commencing. Unless otherwise stated, fares are inclusive of all taxes.

The applicable fare will become due and payable to INTERLINE CONNECT on the later of:

1. For Users who nominate to pay online through the App or the website (being Visa, Mastercard) on completion of the Service or
2. If the User does not show for their Booking at the notified pick-up time, at the notified pick-up time.

Payments will be processed in accordance with the method of payment nominated at the time of Booking by the User. Failure to pay for the Services when they become due and payable will entitle INTERLINE CONNECT to cancel the Booking and/or refuse carriage of a User.



Where available, if a User books a concession fare that User must carry evidence of their valid concession entitlement with them at all times when using the Service and this must be clearly displayed to the driver on request. If a User fails to provide a valid concession entitlement INTERLINE CONNECT reserves the right to either (a) charge a full fare or (b) refuse carriage at INTERLINE CONNECT'S discretion. Accepted concession entitlements can be found on the TfNSW website: <https://transportnsw.info/tickets-opal/ticket-eligibility-concessions>

INTERLINE CONNECT reserves the right to charge additional cleaning and repair fees to cover the cost of any significant damage, soiling or graffiti caused directly by a User (excluding fair wear and tear).

Privacy and Personal Information

Use of the App or INTERLINE CONNECT'S website may require individuals to disclose personal information when creating their user profile. The App will also collect information about the Users use of the Services, including trips booked and payments made. Any personal information received by INTERLINE CONNECT will be treated in accordance with our privacy policy. Users are responsible for any personal information they disclose to third parties through their use of the App,

Personal information (information or an opinion about Users), collected from Users, such as name, date of birth, contact details, or sensitive personal information (including information about mobility/accessibility requirements) (together Personal Information) collected by INTERLINE CONNECT may be disclosed to Transport for New South Wales (TfNSW).

TfNSW may disclose such Personal Information to other Australian government agencies. These government agencies may use Personal Information for any purpose relating to the exercise of their government functions. Such Personal Information may also be disclosed to other third parties if required by law.

By using the Services provided by INTERLINE CONNECT, Users consent to the collection, use and disclosure of their Personal Information in the manner outlined above.

Ownership of Intellectual Property

All intellectual property associated with the App and Services is owned by INTERLINE CONNECT, its Associated Parties or TfNSW unless otherwise specified. Through these terms and conditions, the User is granted a revocable, non-perpetual, non-exclusive licence to use the App for the purposes outlined above and no other purpose. INTERLINE CONNECT and TfNSW give no warranties, and will not in any circumstances be liable for, the infringement of third party intellectual property rights in relation to the Use of the App.

Any material (other than Personal Information) uploaded by the User will become the property of INTERLINE CONNECT. This includes feedback comments, ratings of INTERLINE CONNECT'S drivers or Services and promotional materials uploaded onto social media sites and pinned to the Services. By uploading any images or other materials onto public areas of the App, the User consents to the use of these in promotional material or other publications.



Limitation of Liability

INTERLINE CONNECT will, at all times, use best endeavours to deliver the Services in line with these terms and conditions.

TO THE EXTENT PERMITTED BY LAW, INTERLINE CONNECT AND ITS ASSOCIATED PARTIES ARE NOT LIABLE FOR ANY LOSS (INCLUDING DIRECT OR INDIRECT LOSSES, DAMAGE, LIABILITY OR EXPENSES ARISING NATURALLY FROM THE PERFORMANCE OR NON-PERFORMANCE (INCLUDING ANY NEGLIGENT OR WILFUL ACT OR OMISSION) ANY BREACH OR DEFAULT BY INTERLINE CONNECT OR A THIRD PARTY) CAUSED BY OR CONTRIBUTED TO BY THE USER'S USE OF THE APP OR THE SERVICES.

TO THE EXTENT PERMITTED BY LAW, INTERLINE CONNECT WILL NOT BE LIABLE FOR ANY COSTS INCURRED BY A USER AS A RESULT OF A CANCELLED SERVICE, INCLUDING CONSEQUENTIAL DAMAGES OR THE COST OF ALTERNATIVE TRAVEL ARRANGEMENTS, INCLUDING WITHOUT LIMITATION FOR ANY FAILURE TO MEET A SUBSEQUENT JOURNEY ON ANY FORM OF TRANSPORT.

To the extent permitted by law, a scheme under Part 4 of the Civil Liability Act 2002 (NSW) is excluded in relation to all and any rights, obligations or liabilities for either party under this Agreement whether those rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise.

The limitations under this section do not purport to limit liability or reduce your rights as a consumer that cannot be excluded under the consumer law set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Additional Rights and Regulation 90: Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service¹.

Indemnity

YOU AGREE TO INDEMNIFY INTERLINE CONNECT, TFNSW AND ASSOCIATED PARTIES, AS WELL AS THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, LIABILITIES, LOSSES AND EXPENSES ARISING FROM OR IN CONNECTION WITH:

1. YOUR USE OF THE APP AND/OR THE SERVICES;
2. YOUR BREACH OR VIOLATION OF ANY OF THESE TERMS;
3. INTERLINE CONNECT'S USE OF INFORMATION PROVIDED BY YOU (PROVIDED THIS IS IN ACCORDANCE WITH OUR PRIVACY POLICY); OR
4. YOUR VIOLATION OF THE RIGHTS OF ANY THIRD PARTIES, INCLUDING THIRD PARTY PROVIDERS AND OTHER USERS.



Suspension or Termination of Accounts

The App has the ability for Users to rate INTERLINE CONNECT'S drivers and the Service for each trip, as well as the ability for INTERLINE CONNECT'S drivers to rate Users. There is also the ability for comments and feedback to be left through the App – see the FAQs on the INTERLINE CONNECT website for further information.

A series of poor ratings may result in INTERLINE CONNECT prohibiting a User from using the Services and/or suspending their account.

Dispute Resolution

INTERLINE CONNECT values feedback, questions and concerns from Users in relation to the App and the Services and will endeavour to respond to all genuine enquiries as soon as possible.

All feedback and enquiries should be lodged at first instance using the Transport for NSW Infoline:

1. Online feedback form: <https://transportnsw.info/contact-us/feedback/general-feedback>
2. Phone: 131 500

Notices/Communications

INTERLINE CONNECT can be contacted directly through the following avenues:

1. • Phone: (02) 9765 7222 During Office hours 8.30am – 5.00pm Or 0417 081 451. 6am to 9pm.
2. • Email: interlineconnect@interlinebus.com.au
3. • Address: 66 Atchison Rd Macquarie Fields NSW 2564

INTERLINE CONNECT will send notices to Users both by email and through the App. It is User's responsibility to ensure the email linked to their account is both valid and regularly monitored.

Users can unsubscribe from notices at any time through the INTERLINE CONNECT website. A User acknowledges that unsubscribing from notices may affect a User's ability to use the App and the Services and under no circumstances will interline connect be liable for a failure of the App or the Services due to the same.

General Provisions

Relationship between the Parties

In relation to the performance of Services, INTERLINE CONNECT will provide the Services as an independent contractor and nothing in these Terms and Conditions will be construed so as to constitute INTERLINE CONNECT as an employee of the User or constitute a partnership between the parties or so as to constitute either party as the agent or legal representative of the other party.

Applicable Law

The use of the App and the Services will be governed and construed in accordance with the laws of New South Wales and the User submits to the non-exclusive jurisdiction of the courts of that State.



Entire Agreement

This document records the entire agreement between the parties. The parties exclude all terms implied by law, where possible. Neither party has given any warranty or made any representation to the other party about the App or the Services, other than those warranties and representations expressed in this document.

Severance

In the event that any term should be held to be unenforceable that term shall be read down or severed and the remainder of these terms and conditions shall continue to apply to the App or Services.