

Event Direct by Metro -Terms and Conditions

These Terms and Conditions constitute a written agreement between Canterbury Regional Council (Event Direct by Metro) and its Customer (the person(s), “you” who uses the products or services of Event Direct by Metro).

By using the services and or products of Event Direct by Metro, including part of full payment towards those Services or Products, Event Direct by Metro the Customer(s) accept and agree to be legally bound by these Terms & Conditions. These Event Direct by Metro Terms & Conditions include the Metro Code of Conduct.

Prepayment by credit card and subsequent confirmation by Event Direct by Metro is accepted as confirmation of the Customer booking.

Event Direct by Metro does not accept any liability for any subsequent credit card/bank charges relating to these transfers to Customer’s accounts. Payments using Amex, JCB or Diners incur a non-refundable surcharge.

Event Direct by Metro reserves the right to amend timetables, cancel departures, substitute vehicles and alter Ticket prices at any time.

All agreements and contracts shall be subject solely to New Zealand law and the exclusive jurisdiction of the New Zealand courts.

By making a booking and consenting to our terms & conditions, you are agreeing to receiving emails from us in relation to your Event booking. Email addresses will never be passed to third parties for any mailing lists. Please ensure you have read and understand our Privacy Statement available here: [Metro.co.nz/privacy](https://metro.co.nz/privacy). This applies to these terms and conditions. For bookings with Event Direct by Metro there are specific ways in which personal information is collected:

- information required to complete the online Event booking through metro.co.nz and our third-party provider Operator Hub whose privacy statement is available here: [Operator Hub’s Privacy Policy](#); and
- payment for the Event booking is made online with our third-party provider WindCave whose privacy statement is available here: [Windcave’s privacy policy](#).

Definitions of terms:

“We”, “us” and “our” refer to Canterbury Regional Council (Event Direct by Metro).

“Event” means any event that Event Direct by Metro services are providing transport to or from.

“Customer” and “You” refers to the person who buys a transport document (the “Ticket”) corresponding to one of the Services offered by Event Direct by Metro and the physical person or persons who use this Ticket.

Our website services

Event Direct by Metro websites and booking services are provided as a service for Customers. We do not warrant that access will be uninterrupted or error-free. We reserve the right to revise our websites and booking services or withdraw access to them at any time.

Online ordering of services may be interrupted momentarily for reasons of maintenance, updates or Site development or for any other reason, in particular technical. These interruptions may not give rise to any claim or compensation for the benefit of Customers.

In addition, Event Direct by Metro declines all responsibility with regard to faults that may occur during ordering, processing or printing of the electronic Ticket, as long as these faults are not directly attributable to us.

Booking and payment

Purchases made by Customers are not confirmed until after full payment of the price and the Ticket is issued in proof of the service that has been purchased. The definitive purchase is irrevocable and can only give rise to reimbursement in case of default or contractual failure on the part of the Event Direct by Metro in the circumstances or under the conditions provided for in these terms and conditions.

The price of the service invoiced to the Customer by us will be the price displayed online at the time the purchase is made.

Event Direct by Metro may revise the price of its services at any time without notice; any changes, however, will only apply to future bookings.

Provision of the Ticket

Tickets bought online are made available in PDF format and must be presented for boarding either via mobile phone or printed. The validity and use of the Ticket is the responsibility of the person making the booking and no refunds are available for misuse of the Ticket, for example if multiple copies of the same Ticket are presented for boarding only the first Ticket presented will be validated.

Cancellations to bookings by you

All payments made by you to us are only refundable up to 7 days prior to your Event date.

Changes and cancellations by us

Event Direct by Metro is not obligated to accept responsibility for changes or cancellations to the Event. No compensation, consequential losses or other such claim shall be accepted in the event of any changes or cancellations.

Travel

Seating

Seats are not allocated. Vehicle total capacity will include standing room.

Pick up

We strongly suggest you plan on arriving at least five (5) minutes prior to the departure time. Buses will not wait for people who arrive after the scheduled departure time.

Boarding

When you board a bus, on each occasion you must show the driver/ team member a valid Ticket which the driver/ team member will check to confirm its validity for the journey you are making. The Ticket can be displayed to the driver/ team member on mobile phone or as a printed Ticket.

If a Ticket has already been presented for entry, it may not be used again and entry will be refused.

Code of Conduct

The Metro Code of Conduct ([Metro.co.nz/conduct](https://metro.co.nz/conduct)) applies to all Event Direct by Metro services, in addition to any additional conditions specific to the vehicle. These additional conditions will be communicated through signage and/or through staff.

We reserve the right to refuse entry if a Customer does not meet the code of conduct. In these circumstances the Ticket price will be non-refundable.

Lost property

Event Direct by Metro will do all that we reasonably can to locate and return any property left on our premises or on one of our buses to its owner.

If you find lost property on a bus, please hand it to the driver. Providing the item is not perishable or objectionable, we will keep it for a month. If you claim any item of lost property, you will be required to satisfy us that the item belongs to you, give us your name and address and you may be charged an administration fee. Under normal circumstances, you will need to collect the lost property from the premises of the transport operator at which the lost property is being stored.

Complaints and comments

If you want to tell us what you like or don't like about our service, please contact us through any of the channels on metro.co.nz/contact. We will respond to your comment or complaint within our standard timeframes.

Liability

In so far as our duties extend in providing a professional, safe and fit-for-purpose product, Event Direct by Metro, its staff and its agents shall not be liable for any injury, loss, expense, damage, accident, delay, irregularity, stranded individual, personal negligence, weather, quarantines, sickness, disease, act of God, Government restriction, legal regulation or otherwise which are outside out of Event Direct by Metro's control.

It is clearly stated, understood and agreed that, to the fullest extent to which liability may be excluded or avoided, Event Direct by Metro will have no liability, whether in contract or otherwise, for any losses, costs or damages, and in no event will be liable for any direct, indirect, incidental, special, punitive, expectancy or consequential damages, even if they are foreseen or foreseeable, arising or resulting from, or related to, the services and products of Event Direct by Metro.

In all cases, the maximum liability payable by Event Direct by Metro shall not exceed the total fee collected for the provision of the services provided.
