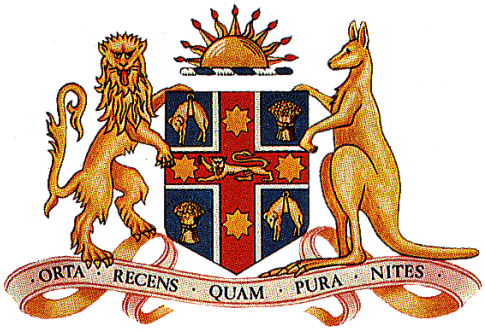

Government Gazette

of the State of

New South Wales

Number 285 - Roads and Transport

Friday, 10 July 2026

The New South Wales Government Gazette is the permanent public record of official NSW Government notices. It can also contain local council, non-government and other notices.

Each notice in the Government Gazette has a unique reference number that appears in parentheses at the end of each page of the notice and can be used as a reference for that notice. For example, [NSWGG-2024-10-1].

The Gazette is compiled by the Parliamentary Counsel's Office and published on the NSW Government Gazette website (www.gazette.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, visit the website.

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MARINE NOTICE

PROHIBITION OR REGULATION OF VESSELS AND PERSONS IN WATERS

Marine Safety Act 1998
Section 18B

Location

Hastings River, Port Macquarie – Westport boat ramp

Duration

10:00am to 12:00pm – Sunday 9 August 2026

Activity or Event

A "Polar Plunge" event will be held as specified above, involving participants entering the water from the eastern two boat ramp pontoons and swimming in an area extending into the waterway in a northerly and easterly direction for approximately 15m.

Exclusion Zone

An **EXCLUSION ZONE** is specified during the event at the location and times specified above, which will be indicated by the presence of control vessels monitoring the boundaries.

Unauthorised vessels and persons are strictly prohibited from entering the exclusion zone.

Penalties may apply (Section 18B(4) - *Marine Safety Act 1998*).

For full details visit the Transport for NSW website - https://www.nsw.gov.au/driving-boating-and-transport/using-waterways-boating-and-transport-information/restrictions-and-closures-on-nsw-waterways/marine-notices

Marine Notice NH2653

Date: 9 June 2026

Paul Hearfield

Manager Waterway Operations Hunter Inland

Delegate

Burwood Council

Roads Act 1993 (NSW)

Section 38D

Notification of Road Closure

Notice is hereby given that in pursuance of section 38D of the Roads Act 1993 (NSW), the road as described in the Schedule below is hereby closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished.
Upon closing, title to the land so comprising the former public road shall remain vested in Burwood Council as operational land for the purpose of the Local Government Act 1993.

Dated 6 July 2026.

Mikaela Thorogood
Manager Property – City Future
Burwood Council
2 Conder Street, BURWOOD NSW 2134

SCHEDULE

Description of land – Plan of Subdivision of Part of Hornsey Street Creating Lot 1 for Title Issue and Road Closure under the Roads Act 1993 (Being Land Comprised in Deed Book 48 No. 634) and Easement within Lot 105 DP1258893.
The whole of the land comprised in LOT 1 IN DEPOSITED PLAN 1317833

TWEED SHIRE COUNCIL

Notification of Road Closure

NOTICE is hereby given, under the provisions of the *Roads Act 1993* (NSW) that the road as set out in the Schedule below is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, will vest in Tweed Shire Council and is classified as operational land for the purposes of the *Local Government Act 1993* (NSW).

Troy Green, General Manager, Tweed Shire Council, Tumbulgum Road, Murwillumbah, NSW 2484.

Schedule

Lot 1 in DP1319297, formerly part of Unnamed Lane adjacent to Prince Street, Murwillumbah

MARINE NOTICE

PROHIBITION OR REGULATION OF VESSELS AND PERSONS IN WATERS

Marine Safety Act 1998

Section 18B

Location

Pittwater, Royal Motor Yacht Club Newport

Duration

7:00pm to 7:15pm on Saturday 25 July 2026

Detail

Fireworks displays will be conducted over the navigable waters of Pittwater, at the location specified above. Fireworks will be launched from a fireworks barge anchored at the above location. The area directly around this firing position may be dangerous and hazardous while fireworks are being launched.

Exclusion Zone

Pursuant to Section 18B(2)(a), an **EXCLUSION ZONE** is specified during the event, which will be indicated and monitored by control vessels on the perimeter and will be created 150m around the fireworks barge (see attached map).

Unauthorised vessels and persons are strictly prohibited from entering the Exclusion Zone during the times above, unless directed otherwise.

Penalties may apply (Section 18B(4) – *Marine Safety Act 1998*).

For full details visit the Transport for NSW website – https://www.nsw.gov.au/driving-boating-and-transport/using-waterways-boating-and-transport-information/restrictions-and-closures-on-nsw-waterways/marine-notices

Marine Notice: SY2630

Date: 06/07/2026

Manager Waterways Operations Delegate

Fireworks barge
150m exclusion zone
Royal motor yacht club Newport
Prince Alfred Parade
CPT022
CPTS009

LAKE MACQUARIE CITY COUNCIL

ROADS ACT 1993

NOTICE OF DEDICATION OF LAND AS PUBLIC ROAD

Notice is hereby given, pursuant to section 10 of the *Roads Act 1993*, that the land described in the Schedule below is dedicated as public road.

Schedule

Lot 2 in Deposited Plan 1323014, Parish of Morisset, County of Northumberland, Local Government Area of Lake Macquarie, known as 15C Wyee Road, Morisset.

Dated: 10 July 2026

Tony Farrell
Chief Executive Officer
Lake Macquarie City Council

MARINE NOTICE

PROHIBITION OR REGULATION OF VESSELS AND PERSONS IN WATERS

Marine Safety Act 1998
Section 18B

Location

Cockle Bay, Darling Harbour

Duration

From 1 August 2026 until 26 June 2027 at the following times and dates

- 1 August 2026 - 6:30pm to 10:45pm
- 5 September 2026 - 6:30pm to 10:45pm
- 3 October 2026 - 6:30pm to 10:45pm
- 7 November 2026 – 7:00pm to 10:45pm
- 5 December 2026 – 7:00pm to 10:45pm
- 31 December 2026 – 8:00am to 2:00am on 1 January 2027 (New Year's Eve)
- 30 January 2027 – 7:00pm to 10:45pm
- 6 February 2027 – 7:00pm to 10:45pm
- 24 April 2027 – 6:30pm to 10:45pm
- 26 June 2027 – 6:30pm to 10:45pm

Activity or Event

A series of firework events will be held on the navigable waters of Cockle Bay, Darling Harbour as specified above.

Exclusion Zone

Pursuant to Section 18B(2)(a), an **EXCLUSION ZONE** is specified during the events, which will extend 75 metres around the fireworks barge which will be indicated and monitored by the presence of a control vessel and in the location set out in the attached map. Closure and access to Cockle Bay will be indicated by electronic notice board at the entrance to Cockle Bay.

Unauthorised vessels and persons are strictly prohibited from entering the Exclusion Zone during the times above.

Penalties may apply (Section 18B(4) - *Marine Safety Act 1998*).

For full details visit the Transport for NSW website - https://www.nsw.gov.au/driving-boating-and-transport/using-waterways-boating-and-transport-information/restrictions-and-closures-on-nsw-waterways/marine-notices

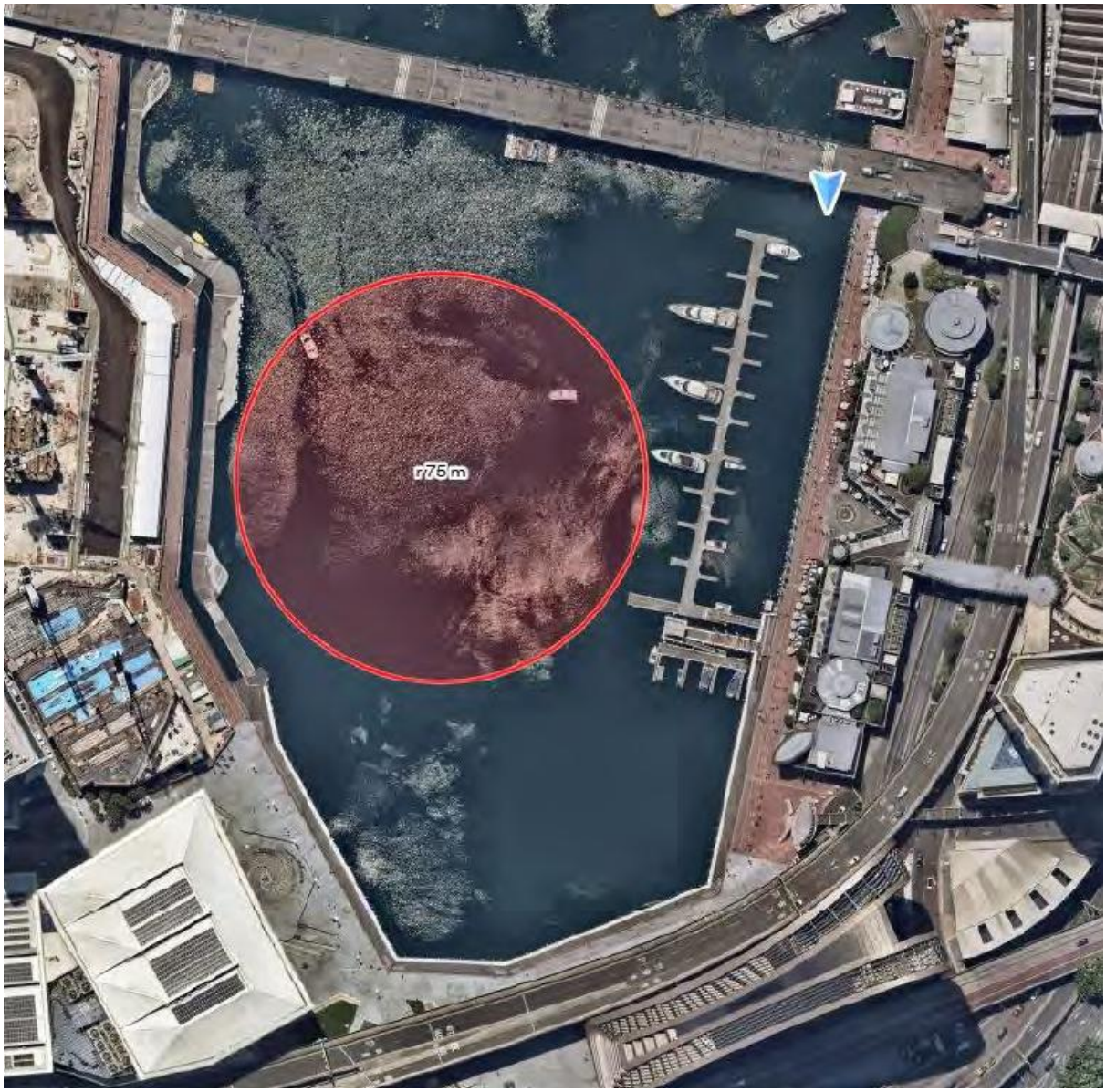
Marine Notice SY2632

Date: 8 July, 2026

Marcelle Raheb

A/Manager Waterway Operations Sydney Harbour

Delegate



Uralla Shire Council
Roads Act 1993

Notification of Closing a Road: In pursuance of Section 38D of the Roads Act 1993, the road hereunder described is closed. The Lands comprised therein cease to be a public road and the rights of passage and access that previously existed in relation to the road are extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

Dated: 21 May 2026

Signed:

Acting General Manager

Road Closed: Previously part Lot 381 in Deposited Plan 755809 (formed as Bergen Road, Wollun) and now Lot 6 in Deposited Plan 1311593.

Schedule: On closing, the Land within previously part Lot 381 in Deposited Plan 755809 (formed as Bergen Road, Wollun) and now Lot 6 in Deposited Plan 1311593 will vest in Uralla Shire Council. Uralla Shire Council intends to transfer the Land in compensation for other land already taken and made as a public road.

Erratum Notice

By way of Erratum Notice, Uralla Shire Council rescinds the following notification of Closing a Public Road published in the Government Gazette of the State of New South Wales, Number 61 – Roads and Transport [n2023-0242] dated Friday 10 February 2023 as follows:

Uralla Shire Council
Roads Act 1993
Notification of Closing a Road: In pursuance of Section 38D of the Roads Act 1993, the road hereunder described is closed. The Lands comprised therein cease to be a public road and the rights of passage and access that previously existed in relation to the road are extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

Dated:

Signed:

Road Closed: previously part Lot 381 in Deposited Plan 755809 (formed as Bergen Road, Wollun) and now Lot 6 in DP1311593.

Schedule: On closing, the Land within previously part Lot 381 in Deposited Plan 755809 (formed as Bergen Road, Wollun) and now Lot 6 in DP1311593, will vest in Uralla Shire Council. Uralla Shire Council intends to transfer the Land in compensation for other land already taken and made as a public road.

Date: February 6 2023 General Manager - Ms Kate Jessep Uralla Shire Council

Certificate of Correctness
I, Michael Raby, c/- PO Box 106, Uralla in the State of New South Wales 2358, Acting General Manager Uralla Shire Council, certify that the above matter is a true copy of the notification of erratum notice published in the Government Gazette on Friday 10 February 2023 at [n2023-0242].

Mick Raby
18 June 2026

PASSENGER TRANSPORT ACT 2014

Section 128A Smartcard

Terms of Use

TRANSPORT FOR NSW, pursuant to section 128A of the Passenger Transport Act 2014, publishes the following terms and conditions for the use of a smartcard (an Opal Card or other approved forms of contactless payment (**Approved Payment Device**)) and repeal any previous terms and conditions published by Transport for NSW.

Failure to comply with these Terms of Use means that you do not hold a valid ticket for travel and you may be subject to a fine.

These Opal Terms of Use are divided into the following sections:

1. **Introduction**
2. **Section 1 - Opal Cards**
3. **Section 2 – Approved Payment Devices (contactless payment)**
4. **Section 3 - General**
5. **Appendix A - Evidence for free and concession fare travel**.

Opal Terms of Use

Introduction

Opal Ticketing System: The Opal Card (**Opal Card**) is a smartcard designed for use byan electronic ticketing system (**Opal Ticketing System**).

Opal Card: An 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**). See **Section 1** for further details.

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.

Approved Payment Device (contactless payment): An Approved Payment Device (as defined by clause 69 of the *Passenger Transport (General) Regulation 2017)* (**Device**) *can* be used for pay as you go travel on the Opal Ticketing System. Types of Devices that can be used ***include*** a debit card, credit card, prepaid card or mobile device of a class approved by TfNSW. See **Section 2** for further details.

A Device can be used for travel on **Designated Services** (as defined in clause 2.3 of these Opal Terms of Use) by validating the Device on Opal Card Readers on which the Device is an accepted form of fare payment.

Section 1 – Opal Cards

OPAL TERMS OF USE

1.1. **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 clause 3.3 (**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

1.2. **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.

1.3. **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

1.4. **Opal Cards:** We issue Opal Cards that are reloadable "pay as you go" stored value Opal Cards and non-reloadable physical Opal Cards.

1.5. **Property of TfNSW:** Physical Opal Cards are and remain our property. We may inspect, de-activate or take possession of an Opal Card or require its return at our discretion without notice at any time.

RELOADABLE OPAL CARDS

1.6. **Reloadable Opal Cards:** We issue a variety of reloadable and pay as you go Opal Cards, such as:

(a) **Adult Opal Card;**

(b) **Concession Opal Card -** used if you are entitled to concessional fares (including concession or senior/pensioner Opal Cards); and

(c) **Child/Youth Opal Card**.

1.7. You can only use an Opal Card allowing travel at a concessional fare if you are eligible to do so and you must produce, on request, proof of your entitlement to travel at a concessional fare. See **Appendix A** for further details. If an Opal Card allows travel at a concessional fare and has been issued to you, you **must not** permit any other person to use that Opal Card. **You risk being fined if you do**.

1.8. 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 Transport Concession Entitlement Card as proof of entitlement.

1.9. 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 from *transportnsw.info/opal* (**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.

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

NON- RELOADABLE OPAL CARDS

1.11. **Non-reloadable Opal Cards:** We issue three categories of non-reloadable Opal Cards, **Single Trip Tickets**, **Free Opal Cards** and **Opal One Day Travel Passes**.

1.12. **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 only and transfer to another mode is not allowed. Single Trip Tickets are valid on the day of purchase and expire at 4.00am the next day, or at the end of a trip taken prior to that time. The Single TripTicket 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**.**

1.13. **Free Opal Cards:** We issue Free Opal Cards, including (but not limited to) Free TravelOpal 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 set out below, as amended by us from time to time.

1.14. **Opal One Day Travel Pass Cards:** We may issue Opal One Day Travel Pass cards to approved third party suppliers (**Approved Organisations**) for the purpose of on selling to eligible customers. Use of Opal One Day Travel Pass cards is also subject tothe Additional Terms and Conditions for Opal One Day Travel Pass cards set out below, as amended by us from time to time.

ADDITIONAL TERMS AND CONDITIONS FOR FREE OPAL CARDS

1.15. **Free Travel Opal Cards:** We may issue a Free Opal Card to eligible customers with a 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.

1.16. Subject to clause 1.19 of the Opal Terms of Use, Free Opal Cards are not transferrable and

must only be used bythe person to whom the Free Opal Card has been issued. You must not permit any otherperson to use your Free Opal Card.

1.17. If your Free Opal Card is damaged, lost or stolen, you may order a replacement card (a fee may apply) online at the Opal Website or 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. In the meantime, continue to show your proof of entitlement pass when boarding and exiting Opal Transport Services.

1.18. If you hold a Free Travel Opal Card, you are not required to tap on at the beginning of atrip 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.

1.19. 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.

1.20. 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.

1.21. You must carry evidence of eligibility in accordance with **Appendix A** at all times when using a Free Travel Opal Card and produce it in accordance with clause 3.10 of these Opal Terms of Use.

1.22. 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.

1.23. **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.

1.24. 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.

1.25. 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.

1.26. Use of the School Opal Card is also subject to the School Pass Terms, published at https://transportnsw.info/school-students.

1.27. **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.

ADDITIONAL TERMS FOR OPAL ONE DAY TRAVEL PASS CARDS

1.28. You must tap on and tap off the Opal One Day Travel Pass card in accordance withclause 1.58 of these Opal Terms of Use.

1.29. Your Opal One Day Travel Pass card is valid for travel on the Opal network on the day of tap on until 4am the next day.

1.30. Your Opal One Day Travel Pass card specifies whether it permits travel to and from the following stations:

(a) Sydney Domestic Airport; or

(b) Sydney International Airport;

If the Opal One Day Travel Pass card does not permit travel to and from these stations you will need to pay the relevant Station Access Fee to access these stations.

Opal One Day Travel Pass cards are not accepted on OpalPay Services.

1.31. The Opal Refund and Balance Transfer Policy does not apply to Opal One Day Travel Pass cards. TfNSW will not provide refunds to Approved Organisations or customers in any

circumstances. Customers seeking refunds must contact the Approved Organisations they acquired the Opal One Day Travel Pass card from.

1.32. Clause 3.1 of these Opal Terms of Use does not apply to Opal One Day TravelPasses.

ACQUIRING OPAL CARDS

1.33. **Reloadable Opal Cards:** You can acquire reloadable physical Opal Cards through:

(a) the Opal Website;

(b) various retailers which are approved as Opal retailers; and

(c) any service centres that we establish,(together, the **Opal Channels**).

1.34. You may obtain information on Opal Channels and on how and through what Opal Channels you may acquire an Opal Card 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.

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

1.36. **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 furtherinformation is available on the Opal Website.

1.37. **Opal One Day Travel Pass Cards:** We issue Opal One Day Travel Pass cards exclusively to Approved Organisations. Notwithstanding clauses 1.40 and 1.78 of these Opal Terms of Use, Approved Organisations may on sell Opal One Day Travel Pass cards at their discretion. TfNSW will not supply Opal One Day Travel Pass cards directly to Customers.

1.38. **Opal One Day Travel Pass: Opal One Day Travel Pass** cards are available only for:

(a) Adults; or

(b) Child/Youth if you are (i) aged 4-15 (inclusive); or (ii) a full-time NSW/ACT school student aged 16 and older with a Transport Concession Entitlement Card, issued by your school, as proof of entitlement.

1.39. Other Concession entitlements are not available for Opal One Day Travel Pass cards. You must not use a Child/Youth Opal One Day Travel Pass card unless eligible.

1.40. **Prohibited Acquisition:** Subject to clause 1.37 of these Opal Terms of Use, you must not obtain an Opal Card bypurchasing it from another person. As described in clause 1.78 of these Opal Terms of Use, 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

1.41. **Use of Opal Cards:** You must:

(a) use the Opal Card and Opal Ticketing System in accordance with these OpalTerms of Use;

(b) not obtain or attempt to obtain Opal Benefits (as described on the Opal websiteat https://transportnsw.info/tickets-opal/opal/opal-benefits) by using an Opal Card or the Opal Ticketing System (including Opal Card Readers) in a way thatis 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) 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 ofthe Opal Ticketing System);

(f) not misuse, deface, alter, tamper with or deliberately damage or destroy theOpal Card;

(g) not alter, remove or replace any notices (other than the activation sticker), trademarks or artwork on the Opal Card; and

(h) 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.

1.42. **Defective cards:** You must not knowingly use a Damaged or Faulty Opal Card and must immediately report a Damaged or Faulty Opal Card (other than an Opal One DayTravel Pass Card) online at the Opal Website or by calling 131 500 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 personor 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 CardReader; or (ii) for a Single Trip Ticket only, 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.

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 anyother circumstances, as in our terms and conditions.

CARD REGISTRATION

1.43. **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 clause 1.47 of these Opal Terms of Use. 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.

1.44. **Registered Card Benefits:** A range of services (**Registered Card Benefits**) are available for registered Opal Cards. Information about Registered Card Benefits can beobtained 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).

1.45. **Changing Registered Card Benefits:** We may change the Registered Card Benefits at any time in accordance with clause 3.3 of these Opal Terms of Use.

1.46. **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 usabout them).

1.47. **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 accordancewith 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 OpalCard;

(d) apply for and receive a refund of your Opal Card Balance, if they possess yourOpal 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.

1.48. **Unlinking your Registered Opal Card from another person's Customer Profile:** 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.

1.49. **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 OpalCard 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, registeryour Opal Card, or link your Opal Card to their own Customer Profile.

1.50. **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.

1.51. **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 ableto interact with the Opal Ticketing System including obtaining the Registered Card Benefits.

PAYMENT, FARES AND BALANCES

1.52. **Payment for travel:** In connection with your use of an Opal Card, you are responsible for the payment of all fares (including OpalPay Service fares, 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 clause 3.3 of these Opal Terms of Use.

1.53. **OpalPay Services fares**: You may use your Opal Card on selected private ferry services (**OpalPay Services**). Your Opal Card must be tapped on at the device presented by the operator.

1.54. By tapping On the OpalPay operator's device, you agree to pay the amount chargedby the operator for the travel and approve that Transport for NSW deduct the amountfrom your Opal Card balance to pay the operator.

1.55. OpalPay Services fares are set by the private operator and are subject to change at their discretion. By using your Opal card to pay for these services, you agree to the private operator's terms of carriage and fare structure. **Opal benefits and fare caps (include**

daily fare caps) do not apply on OpalPay Services.

1.56. Only Reloadable Opal Cards may be used on OpalPay Services. Free Opal Cards cannot be used.

1.57. **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 accordancewith the Opal Refund and Balance Transfer Policy, or forfeited in accordance with clause 1.93 of these Opal Terms of Use. You must add value to a reloadable Opal Card sufficient to meet these charges.

1.58. **Tap on and tap off:** Subject to clauses 1.18 and this clause 1.58 of these Opal Terms of Use, you must tap on at the beginning ofyour trip and tap off at the end of your trip at an Opal Card Reader except in the case of ferry services from Manly and some ferry services to Manly. For ferry services fromManly only, you must tap on at the beginning of your trip but you do not have to tap off atthe end of your trip and you may exit without doing so. For ferry services to Manly, you may be required to tap off, depending on the wharf of departure.

1.59. 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.

1.60. 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. You will also not be entitled to Opal Benefits such as the intermodal discount and the journey will not count toward your weekly fare cap.

1.61. See https://transportnsw.info/tickets-opal/opal/tapping-on-tapping-off#accordion- default-fare-content for more information about tapping on and tapping off and see Fares | transportnsw.info for further details on fares.

1.62. **Tap on for OpalPay**: You must tap on as directed when travelling on OpalPayServices. You are not required to tap off when travelling on OpalPay Services.

1.63. **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.

1.64. **Tap on and tap off at the one location**: You are permitted to tap on and then tap offat the same location if you no longer intend to make a journey.

1.65. **Sufficient funds:** You must not use a reloadable Opal Card to pay the Opal Fare for atrip 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.

1.66. **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 CardBalance is negative; or (b) the Opal Card Reader declines a tap on due to an insufficient balance.

1.67. **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.

1.68. **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 mustpay 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.

1.69. **Adding value:** You may "top up" or add value to a physical 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 from the Opal Website. Under the Opal Ticketing System, "add value" is also referred to as "top up".

1.70. **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 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.

1.71. **Balance transfers:** We will only transfer the Opal Card Balance of an Opal Card to another Opal Card if:

1.72. (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.

1.73. **Opal Benefits not transferred:** Opal Benefits (as described on the Opal website at https://transportnsw.info/tickets-opal/opal/opal-benefits) 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 clause 1.42 of these Opal Terms of Use. For example, any paid journeys accrued for the purpose of the Weekly Fare Cap are not transferred to a new Opal Card.

1.74. **Opal Benefits not available for OpalPay Services:** Travel on OpalPay Services doesnot count towards Opal Benefits and it not included in Opal Fare caps. Opal Benefits are not applicable for use of OpalPay Services.

1.75. **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 debitcard; or (c) bank or similar account if we make such a service available in the future (**Authorised Payment Source**).

1.76. 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 from the Opal Website. 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.

1.77. Auto top up is not available for unregistered Opal Cards.

1.78. Website top ups:

(a) **Reversals:** After we receive instructions from you to add value to a reloadable Opal Card via the Opal Website you should tap on at an Opal Card Reader withthat 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 theOpal Website but we will not be responsible for any delays in doing so.

TRANSFER OF YOUR OPAL CARD

1.79. **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 clause at any time without notice. If you have an Opal Card that you no longer wish touse, you can apply for a refund of the Opal Card Balance as described below.

1.80. **Certain Opal Cards non- transferrable:** subject to clause 1.19 of these Opal Terms of Use if your Opal Card isissued specifically to you, you must not allow any other person to use, or attempt touse, the Opal Card.

REFUNDS

1.81. **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.

1.82. TfNSW does not provide refunds for OpalPay Services. Refunds must be sought directly from the relevant operator.

1.83. **Applications for refunds:** Where we de-activate or take possession of an Opal Card; or require its return under clause 1.5 of these Opal Terms of Use; cancel an Opal Card under clause 1.87, or the Opal Card is Damaged or Faulty under clauses 1.42 or 1.86, or expires under section 1.89, you may apply for a refund in accordance with the Opal Refund and Balance Transfer Policy.

1.84. **Right to reject application for refund**: If you make an application for a refund under clause 1.82 of these Opal Terms of Use 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 anylaw may have been or may be committed.

1.85. **Lost or stolen - registered physical Opal Cards:** If you have lost a registered OpalCard or the registered Opal Card has been stolen, you must notify us as soon as possible by calling 131 500 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 Carduntil you report it to us as lost or stolen.

1.86. **Lost or stolen - unregistered Opal Cards:** No refunds or balance transfers will be given for lost or stolen unregistered Opal Cards.

1.87. **Defective cards:** If a physical Opal Card is Damaged or Faulty: (a) you must notify usas soon as possible by visiting the Opal Website or by calling 131 500 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 refundform" 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

1.88. **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 theseOpal Terms of Use or if we have reason to suspect that an offence under the *Passenger Transport Act 1990* may have been or may be committed;

(c) we deem it reasonable to do so for the purposes of providing efficient andeffective 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.

1.89. 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 clause 1.82 or an application for a new Free Opal Card in accordance with clause 1.13 of these Opal Terms of Use.

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

(a) in the case of a reloadable Opal Card – 15 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**).

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

1.92. We may also extend the period of validity for any Opal Card type if we consider it appropriate or necessary for the proper administration of the Opal Card program. In such instances, we will not notify you of the changed expiry date of any affectedOpal Card, however you will be notified in accordance with clause 1.92 of these Opal Terms of Use as the revised expiry approaches.

1.93. **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.

1.94. **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 clause 1.82 of these Opal Terms of Use 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 thatcancelled or expired Opal Card to us.

1.95. **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 (contactless payment)

2.1. **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.

2.2. **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 on the 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

2.3. **Only on Designated Services:** A Device may only be used as a form of ticket for a journey if it is on a route or railway line that TfNSW has designated from time to time as a route or railway line for which a Device may be used (**Designated Services**). Further details Designated Services can be found online at the Opal Website.

2.4. **Types of approved contactless payments**: Refer to the Opal Website for a list of approved contactless payment methods: Contactless payments | transportnsw.info.

2.5. **Fares payable using a Device**: A Device may be used to pay for the following fares:

(a) Adult Opal fare as prescribed in the PassengerTransport (Opal and Other Fares) Order 2016, as amended from time to time (**Appropriate Fare**);

(b) Senior and Pensioner fares and Concession fares (see the Opal Website here for further details: Eligibility and concessions | transportnsw.info).

2.6. **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 trip at an approved Opal Card Reader.

2.7. **Tap on and tap off:** 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 from Manly and some ferry services to Manly. For ferry services 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. For ferry services to Manly, you may be required to tap off,depending on the wharf of departure.

2.8. 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 you will be charged the default fare for the journey. You will also not be entitled to Opal Benefits such as the intermodal discount and the journey will not count toward your weekly fare cap.

See Tapping on and tapping off | transportnsw.info for further details on default fares.

2.9. **Opal Benefits apply**: Select Opal Benefits and fare caps apply to the use of a Device.

2.10. **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.

2.11. **Payment for travel:** You are responsible for the payment of the Appropriate Fare (including fares with caps). 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.

2.12. 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.

2.13. 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.

2.14. **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.

2.15. **Concession holders - Device use is restricted**: if you are entitled to a concession (including Senior/Pensioner) fare, only you can travel using your Device, you must not allow someone else to travel using your Device.

2.16. **Joint bank accounts**: 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.

2.17. **Joint bank accounts – concession (including Senior/Pensioner) holders**: if you have the same debit or credit card numbers linked to a joint bank account, **only the concession holder** can travel using a Device. The other (non-concession) account holder may travel on an Opal Card or credit/debit card with a different number.

2.18. **Multiple Devices permitted:** 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).

2.19. **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.

2.20. **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.

2.21. **Sufficient funds:** You must ensure there are available funds in the financial institution account linked to your Device to pay the Appropriate Fare.

2.22. **Authorisation:** You authorise us to deduct all Fares as and when they are due from the financial institution account linked to your Device.

CONCESSION (INCLUDING SENIOR/PENSIONER) FARES – METHODS OF PAYMENT

2.23 **Opal Card or Device**: If you are entitled to concession fare travel, you may use **either** an Opal Card **or** a Device, not both.

2.24 **Transport Connect**: If you are a concession holder and want to travel using contactless payment via a Device instead of an Opal Card, you may link your concession number to your credit card or debit card details in your Transport Connect account. If you do not have a Transport Connect account, you can sign up on the Opal Website. Your concession benefits stay the same.

2.25 **Transition period – concession holders can try contactless payment**: you are entitled to a 30 day transition period to try using contactless payment for travel via a Device, instead of using your Opal Card. During the 30 day transition period, you must choose whether you prefer using an Opal Card, in which case you must unlink your concession number from the credit or debit card in your Transport Connect account. If you do nothing and the 30 day transition period expires, your Opal Card will stop working and you can only use the contactless payment Device you linked to your concession number in your Transport Connect account. Your concession benefits stay the same.

2.26 **Update delays in Transport Connect**: there may be a delay in updating your concession benefits status, after you have linked or unlinked your concession number to the debit/credit card in your Transport Connect Account. If you use your Device during this time, you will be charged:

(a) **Adult Fares** – when you move from Adult fare to contactless concession fare or when you move from concession Opal Card to concession contactless payment;

(b) **your existing concession benefit** – when you switch between different concession fare categories (e.g. concession to senior) or unlink your concession number from the debit/credit card in your Transport Connect account.

Section 3 General

3.1. **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.

3.2. **Right to reject application for refund**: If you make an application for a refund underclause 1.82 of these Opal Terms of Use, 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 lawmay have been or may be committed.

3.3. **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 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.

3.4. **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.

3.5. **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.

3.6. **Opal Website:** If and when you use the Opal Website, you must comply with the Opal Website Terms of Use.

3.7. **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 clause 3.3 of these Opal Terms of Use (**Opal Guidelines**).

3.8. **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

3.9. **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**).

3.10. **Proof of entitlement:** This clause 3.10 of these Opal Terms of Use 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, an Opal One Day Travel Pass Card or an Opal Card or Device 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 in accordance with Appendix A.

3.11. 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.

3.12. **Production of Opal Card or Device:** 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. If your Device is not functional and cannot be read you may be liable to pay a fine.

3.13. **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 suspiciousactivity in relation to an Opal Card or Device.

3.14. **Records:** In the absence of manifest error, our records are conclusive of the matters to which they relate.

3.15. **Enquiries, complaints and disputes:** You may raise enquiries, complaints or disputesby completing and sending us the enquiry form available on the Opal Website.

3.16. **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.

3.17. **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.

3.18. **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 orthe entity that has taken over the responsibility, as the case may be.

INTERPRETATION

3.19. **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.

3.20. **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.

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

LIABILITY

3.22. **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 resultof the failure or delay in processing any transaction including a refund, balance transfer, balance adjustment or transaction to add value.

3.23. **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.

3.24. **Times of Services:** The times published in the official timetables are those at which it is intended, so far as circumstances permit, that the passenger services should arrive at, and depart from, the various bus stop, ferry wharf or station. However, Transport for NSW and the Operators do not guarantee the departure or arrival of services at the times stated.

3.25. Each Operator reserve the right to cancel, either wholly or in part, any of the servicesshown in the official timetables and vary the stops, stations or wharves at which the services will pick up or set down passengers and the times of arrival or departure, as shown in such timetables.

3.26. **Lawful remedies:** Nothing in these Opal Terms of Use excludes anything imposed byany 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.

3.27. **Maximum liability:** Subject to our obligations under any Non-Excludable Provision andto the maximum extent permitted by law:

(a) our maximum aggregate liability to you for all claims under these Opal Terms ofUse 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 clause 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.

3.28. **Contribution:** Our liability to you (if any) is reduced to the extent that your acts oromissions (or those of a third party) contribute to or caused the loss or liability.

Opal Ticketing

Accepted tickets and required entitlement cards

July 2023

Full fare tickets

Adult Opal card (physical card)

The Adult Opal card is for customers **16 years of age or over** who normally pay full fare.

Opal single trip tickets

Opal **single trip tickets are** single-use tickets for train, bus, ferry and light rail trips within the Opal network. Opal single trip tickets are not valid until tapped on and expire at 4am after the day of issue.

Opal one day travel pass

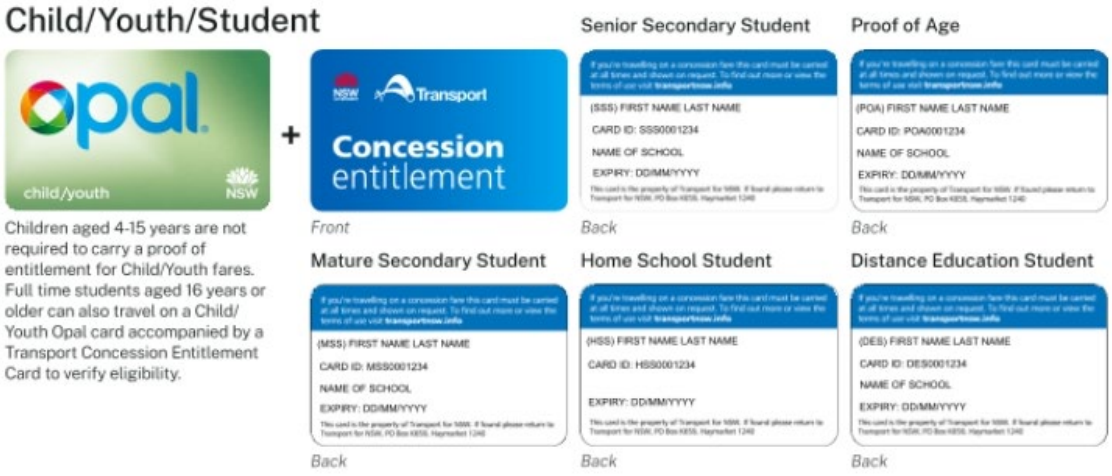
Concession tickets

Customers using concession tickets must provide proof of entitlement in accordance with this Appendix on request by an authorised officer or driver.

1.Child/Youth Opal cards

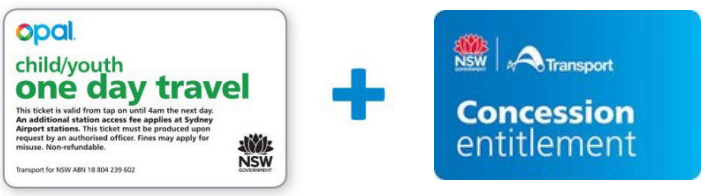
Child/Youth Opal card

When using public transport, children aged **4-15 years** and **NSW/ACT secondary school students aged 16 years and over** are entitled to concession travel.



Child/Youth one day travel pass

NSW/ACT secondary school students **aged 16 years and over** must also carry their **Transport Concession Entitlement Card** issued by their school, as proof of entitlement when travelling on the authority of a Child/Youth Opal product.



2.Concession Opal cards (or Device)

Tertiary and TAFE students

Tertiary students travelling with a Concession Opal card (or Device) must carry a valid Transport Concession Entitlement Card (TCEC) issued by Transport for NSW.

Apprentices and trainees, Job seekers & Eligible Centrelink customers

Apprentices, trainees, job seekers and other eligible Centrelink customers can travel with a Concession Opal card (or Device) within the Opal network,but must carry a valid TCEC as proof of entitlement.

3.Gold Senior/Pensioner Opal cards (or Device)

Seniors

A NSW or interstate Seniors Card or digital Seniors Card can be used as proof of entitlement within the Opal network.

Pensioners

A Pensioner Concession Card or a NSW War Widower Transport Concession Card is an accepted proof of entitlement to travel with a Gold Senior/Pensioner Opal card (or Device). This includes the digital Pensioner Concession Card when presented in the Centrelink Digital Wallet.

A Health Care Card is not accepted as proof of entitlement for a Gold Senior/Pensioner Opal card

4.Free travel Opal cards

School Opal card

Eligible primary and secondary students may be entitled to free or concession travel to and from school with a School Opal card. School Opal cards are personalised with the card holder's name.

No specific proof of entitlement is required, however the School Opal card must be tapped on and tapped off and is only valid for travel to and from school.

Employee Opal card

Employee Opal cards are issued to eligible persons and are personalised with the card holder's name. Customers travelling with this type of Opal card may be asked to verify they are the card holder.

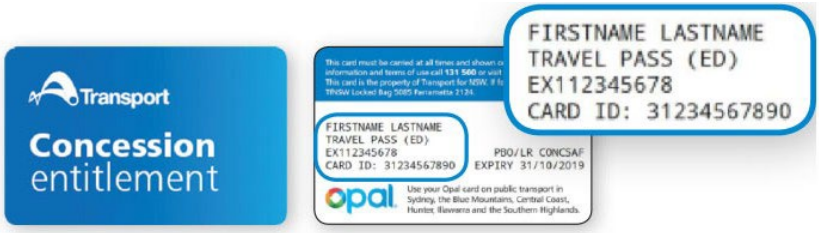
5.Free Travel Passes

Vision Impaired Person's Travel Pass

Blind or severely vision impaired customers who carry this pass are entitled to free travel and a separate Opal card is not required. Where indicated, an attendant may travel for free with the card holder.

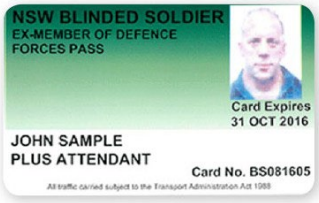
Ex-Member of Defence Forces

Ex-members of the Defence Forces who carry their TCEC are entitled to free travel, and a separate Opal card is not required. Where indicated, an attendant may travel for free with the card holder.



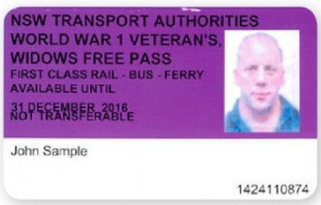
NSW Blinded Soldier Pass

NSW blinded soldiers who are ex-members of the Defence Forces are entitled to free travel, and a separate Opal card is not required. Where indicated, an attendant may travel for free with the card holder.



WW1 Veterans' Widows Pass

George Cross recipients are entitled to free travel, and a separate Opal card is not required.



Free Travel Opal card (optional)

Some travel pass holders may choose to carry a free travel Opal card for independent gate access. A free Opal card is not a ticket and is not valid for travel without one of the travel passes listed above. The Free Travel Opal card does not need to be tapped on or tapped off, but may be used to allow access through gates stations and wharves. Free Travel Opal cards are personalised with the cardholder's name.

Find out more at **transportnsw.info/opal**