

# General Conditions of Carriage for The Interisland Line and Tranz Metro Passenger Services of Tranz Rail Limited

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## Section 1 Interpretation

### 1.1 Definitions

In these Conditions, unless the context otherwise requires:

**"Actual Carrier"** has the meaning given to that expression under the Carriage of Goods Act 1979.

**"Adult"** means a natural person of 15 years of age or over.

**"Baggage"** means articles, effects or other personal property necessary and appropriate for wear, use, comfort or convenience in connection with travel and which are carried by a passenger for their personal use whether contained in a bag, suitcase, pack or other similar article or not.

**"Carrier"** means Tranz Rail Limited, The Interisland Line Limited, Tranz Metro Wellington or Auckland Limited as the case may be and, where applicable, any Actual Carrier.

**"Carrier Booking Office"** means a Carrier office designated by the Carrier and open for the sale of Tickets for all or some Carrier Services.

**"Carrier Rates"** means the fares, rates or charges charged by the Carrier for Carrier Services and where relevant shown in any current fare or freight tables or any other document or means of publication (including electronic means) approved from time to time by the Carrier for the statement of fares, rates or charges for Carrier Services and, where the context requires, includes the Ordinary Fare.

**"Carrier Service"** means any service provided by the Carrier for the carriage of Passengers and Property by sea, air, road or rail and includes any other service provided by the Carrier relating to or incidental to that carriage.

**"Checked Baggage"** has the meaning given to that expression under the Carriage of Goods Act 1979.

**"Conditions"** mean these General Conditions of Carriage of the Carrier as amended from time to time.

**"Ferry Service"** means the business of the Carrier involved with providing ferry services between Wellington and the South Island.

**"Gratuitous Carriage"** includes a Carrier Service provided to an agent, employee, or representative of the Carrier, or any other person, on privileged or concessionary terms.

**"GST"** means goods and services tax under the Goods and Services Tax Act 1985.

**"Hand Baggage"** has the meaning given to that expression under the Carriage of Goods Act 1979.

**"Hazardous Goods"** means any substances or goods the Carrier considers dangerous or hazardous and includes all substances and goods designated as Hazardous Goods in any schedule issued by the Carrier from time to time.

**"Ordinary Fare"** means the full single fare for an adult or child as appropriate during the applicable period of carriage.

**"Other Law"** means any law, any government regulation or order, or any regional or local authority bylaw, that applies to the issue of a Ticket, the provision of a Carrier Service, or carriage under these Conditions.

**"Passenger"** means a Person entitled, as the holder of a Ticket or by contract, to be carried on a Carrier Service.

**"Person"** includes a body of persons, whether incorporated or not.

**"Property"** has the same meaning given to the word "goods" under the Carriage of Goods Act 1979 and for the avoidance of doubt includes a vehicle.

**"Receiver"** means a consignee of Property and includes the consignee's agent.

**"Sender"** means a consignor of Property and includes the consignor's agent.

**"Ship"** means a ship or other vessel, including any rail road ferry, or any alternative form of transport used by the Carrier to provide a Carrier Service to replace a service usually provided by a ship or other vessel.

**"Station"** means a place designated by the Carrier for unloading or offloading Passengers or Property in relation to Passenger Rail Carrier Services.

**"Suburban Carrier Services"** or **"Suburban"** mean those Carrier Services designated by the Carrier from time to time as suburban Carrier Services.

**"Terminal"** means any departure point or destination where the Carrier uplifts or offloads Passengers or Property in relation to Ferry Service Carrier Services.

**"Ticket"** means any ticket, waybill, consignment note, document, voucher or pass issued by the Carrier or any of its agents which entitles a Person to be carried on or to convey Property on a Carrier Service and where applicable includes any conditions of carriage or contract, notices or passenger or customer information contained in, referred to or relating to that Ticket.

**"Train"** means a train or any alternative form of transport used by the Carrier to provide a Carrier Service to replace a service usually provided by train.

**"Train Manager"** means any employee of the Carrier who has authority or apparent authority to examine or collect Tickets on a Carrier Service.

**"Tranz Metro"** means the Tranz Metro business of the Carrier.

## 1.2 Name abbreviation

The Carrier may abbreviate its name or represent itself by way of a trading name on or in any Ticket or in any notice or circular regarding a Carrier Service.

## 1.3 Headings

Headings contained in these Conditions are for reference purposes only. They are not incorporated into these Conditions and do not give any indication of the meaning of the clauses and subclauses to which they relate.

## 1.4 Singular and plural

In these Conditions any word in the singular includes the plural and vice versa.

## 1.5 New Zealand law

- (a) These Conditions are governed by New Zealand law in every particular including formation and interpretation; and
- (b) every contract incorporating these Conditions is deemed made in New Zealand; and
- (c) any proceedings relating in any way to these Conditions or to any Carrier Service must be brought in a court of competent jurisdiction in New

Zealand; but

- (d) the submission by the parties to that jurisdiction does not limit the Carrier's right to commence any proceedings arising out of these Conditions in any other court or jurisdiction that the Carrier considers appropriate.

## Section 2 Application

### 2.1 Application to all Carrier Services

These Conditions apply to all Carrier Services. In the case of Carrier Services provided other than by Train or Ship, these Conditions must be read with any modifications that are reasonably necessary for the application of these Conditions to such carriage.

### 2.2 General

Except as expressly provided in these Conditions or on or in any Ticket, all Tickets are issued and all Carrier Services are performed, subject to:

- (a) to the extent applicable in each case, the Carriage of Goods Act 1979, the New Zealand Railways Corporation Act 1981, the New Zealand Railways Corporation Restructuring Act 1990, the Railway Safety and Corridor Management Act 1992 and the Maritime Transport Act 1994; and
- (b) all Other Laws, conditions and any licence applicable to carriage under a Ticket; and
- (c) these Conditions; and
- (d) all other conditions, regulations and information appearing on a Ticket.

### 2.3 Overriding law

If any provision or provisions contained or referred to in these Conditions is in conflict with any Other Law and that Other Law cannot be waived or avoided by these Conditions, that provision only remains or those provisions only remain applicable and part of these Conditions to the extent that that provision is or those provisions are not in conflict with the Other Law. The invalidity of any provision or provisions does not have the effect of invalidating any other provision of these Conditions. The Consumer Guarantees Act 1993 prevails over these Conditions where the Passenger is not subject to 2.9.

### 2.4 Conflict with Ticket conditions

Except as expressly provided in a Ticket, if there is any conflict between these Conditions and the conditions or information in a Ticket, these Conditions prevail.

**2.5 No waiver**  
Nothing in these Conditions represents a waiver or surrender by the Carrier of any statutory or other legal right, immunity, exception, limitation or protection.

**2.6 Validity of amendments to these Conditions**  
These Conditions may be amended without notice. Any amendments to these Conditions are valid and effective from the date that they are endorsed with the signature of the Managing Director or Chief Executive of the Carrier.

**2.7 Gratuitous carriage**  
These Conditions also apply to Gratuitous Carriage except as expressly provided in a Ticket.

**2.8 Charter agreements**  
Carriage performed pursuant to a charter agreement with the Carrier is subject to the applicable charter regulations (if any) of the Carrier and these Conditions do not apply except as provided in the charter regulations. Where the Carrier has no charter regulations applicable to that carriage, these Conditions apply to that carriage except as far as the charter agreement, or Tickets issued in connection with it, exclude the application of all or any part of them. In cases of any conflict between these Conditions and the provisions contained or referred to in the charter agreement, the latter prevails. A Passenger, by accepting the carriage pursuant to the charter agreement, whether or not concluded with the Passenger, agrees to be bound by the applicable provisions of that agreement.

**2.9 Business customers**  
Where a Person is using a Carrier Service for business purposes, the Person acknowledges that:

- (a) none of the rights or remedies provided under the Consumer Guarantees Act 1993 will apply; and
- (b) the Carrier will not be liable for consequential loss or damage arising in any way from any cause including, but not limited to, negligence of the Carrier, its agents or employees.

### **Section 3 Tickets, reservations and passengers**

#### **3.1 Tickets**

- (a) Each Ticket is evidence of the contract of carriage between the

- Carrier and the Passenger or Sender.
- (b) A Passenger or Property will not be carried by the Carrier unless accompanied by a valid Ticket issued in accordance with these Conditions.
- (c) A Ticket must be produced on demand and given up when required by the Carrier otherwise the Ordinary Fare or other applicable Carrier Rate for the Carrier Service must be paid immediately by the Passenger or Sender as the case may be.
- (d) A Ticket is not transferable, except with the prior approval of the Carrier. If a Ticket is presented by someone other than the Person entitled to it, the Carrier is not liable to the Person entitled if, in good faith, the Carrier provides carriage or makes a refund or reissue to the Person presenting the Ticket.
- (e) Subject to 3.1(d), a Ticket is only valid for carriage on the Carrier Service, and on the date, and/or time shown on the Ticket or, in the case of a seasonal or multi-trip Ticket, up to the date shown on the Ticket. A Ticket is invalid if it is altered in any way other than by the Carrier or its authorised agent.
- (f) Each Passenger in whose name a Ticket is issued accepts its terms and conditions as agent for all Persons (including any infant) and in relation to all Property intended to be carried under or in relation to the Ticket.

#### **3.2 Reservations**

Reservations for Ferry Service may usually, but not necessarily, be made up to six calendar months prior to the scheduled date of departure of a Carrier Service. Applications for reservations for Carrier Services may be made at a Carrier Booking Office or authorised agency. However, application for reservation of deck space on Ferry Service Carrier Services for commercial and heavy motor vehicles, trade cars or other Property may only be made at one of the Carrier's Terminals or at Ferry Service's Central Reservations office.

#### **3.3 Purchase of Tickets**

A Passenger Ticket may be purchased from any Carrier Booking Office, or any authorised agency, that sells Passenger Tickets for the relevant Carrier Service. In addition:

- (a) A Ticket must be uplifted with payment in full by the ticket uplift date. The Carrier is not liable for any loss incurred by a Passenger who fails to

- collect a ticket either knowingly or unknowingly by the ticket uplift date;
- (b) A Ticket for a Suburban Carrier Service may be purchased from a Train Manager on that Suburban Carrier Service;

### 3.4 Information

The Carrier will be entitled to use information obtained in relation to a Passenger's or Sender's use of any Carrier Service, whether collected directly by the Carrier from the Person concerned or not, for any purpose associated with the operation or marketing of the Carrier and to disclose any such information to any of its subsidiaries, associated companies or any other Person engaged in business operations with the Carrier from time to time.

### 3.5 Passengers

- (a) Each Passenger must comply with any notice or instruction given by the Carrier or any of its employees concerning Passenger conduct or the operation of any Carrier Service;
- (b) Any Passenger on a Ferry Service who is under 15 years of age, or any Passenger who is regarded by the Carrier as being too young or not competent or fit to travel on a Carrier Service must be accompanied by a responsible person at least 15 years or older.

### 3.6 No particular seat or space guaranteed

The Carrier does not undertake to provide any particular seat or space on a Carrier Service. The Passenger or Sender agrees to accept any seat or space that the Carrier may allot.

## Section 4

### Fares, rates and charges

#### 4.1 Carrier Rates

Each Carrier Service is performed at and is subject to payment of the applicable Carrier Rate by the Passenger or Sender, as the case may be. The Carrier may from time to time fix or impose special rates or vary existing Carrier Rates or terms of payment without notice.

#### 4.2 Additional handling charges

If the Carrier incurs any additional costs in handling any Property, the Sender of that Property is liable to pay those additional costs upon demand.

#### 4.3 Applicable Carrier Rates

The applicable Carrier Rates are:

- (a) the current Carrier Rates as published by the Carrier from time to time or, if not published, as determined by the Carrier; and
- (b) those which are in effect on the date on which a booking for the applicable Carrier Service is ticketed with the Carrier.

#### 4.4 Quotations

The Carrier is not bound by quotations or estimates of Carrier Rates or conditions of contract or carriage given verbally unless they are confirmed by the Carrier in writing in accordance with these Conditions.

#### 4.5 GST and other Government taxes and charges

Any tax (including GST) or charge, which is not provided for or stated in a Carrier Rate, and which is imposed by a Government or by any regional or other authority, in respect of or incidental to carriage of a Passenger or Property or the provision of any Carrier Service, is payable in addition to the Carrier Rate by the Passenger or Sender, as the case may be.

#### 4.6 Payment

The Carrier Rate and any additional tax or charge payable by the Passenger or Sender for a Carrier Service must be paid at the time the Ticket is issued unless the Passenger or Sender (or other Person liable for payment of the Ticket) has a current written credit arrangement with the Carrier for payment, in which case payment is due in accordance with the terms of that credit arrangement. If there is no credit arrangement and payment is not made on issue of the Ticket or, if the amount collected by the Carrier or its agent is not the applicable Carrier Rate plus any additional tax or charge, the difference must be paid by the Passenger or Sender before commencement of the Carrier Service.

#### 4.7 **Credit arrangements - authorisation to collect information**

In any situation where the Carrier has a credit arrangement with a Person in relation to the provision of Carrier Services, or a Person requests that a credit arrangement be entered into with the Carrier, the Carrier will be entitled to collect from sources other than that Person any information the Carrier considers relevant to assessing the creditworthiness or financial position of the Person. The Carrier will be entitled to disclose any such information to any of its subsidiaries, associated companies or any other parties engaged in business operations with the Carrier from time to time.

#### 4.8 **Interest charge**

The Carrier may, without prejudice to its other rights and remedies, charge interest on a daily basis at a rate 6% above the Bank of New Zealand Limited Prime Corporate overdraft rate applicable at the time for payment to the Carrier from the day that that amount becomes overdue until the day on which that amount, including interest charged on it under this clause, has been paid in full.

#### 4.9 **Calculation of charges**

- (a) In computing charges at tonne rates, weights of less than ten kilograms are taken as ten kilograms.
- (b) In computing distance related charges, fractions of a kilometre amounting to 100 metres and over are taken as an additional kilometre and fractions of less than 100 metres are omitted.
- (c) In computing cubic measurement, the cubic content of any articles or unit is calculated accurately in cubic metres and the final result rounded up to an accuracy of two decimal places.
- (d) In computing vehicle length or width, fractions of 50 centimetres are taken as an additional 50 centimetres.

#### 4.10 **Vehicle reclassification**

The Carrier may reassess at any time the classification of any vehicle (whether in regard to the vehicle's type, length, width or weight) for the purposes of determining the applicable Carrier Rate for carriage of that vehicle.

#### 4.11 **Recalculation of Carrier Rates**

If a Passenger or Sender misrepresents the quantity, weight, measurement,

nature or value of any Property to be carried, and the misrepresentation if undetected, might result in the carriage of the Property being charged for at a lesser Carrier Rate than the appropriate Carrier Rate for that Property, then, regardless of whether that misrepresentation is wilful or not, the Carrier may charge the appropriate Carrier Rate.

### **Section 5**

#### **Refunds, reissues and lost tickets**

##### 5.1 **General**

On failure by the Carrier to provide a Carrier Service for which a Ticket has been issued, or on a voluntary change of arrangement by the Passenger, a refund or Ticket reissue for the unused portion of a Ticket will be made by the Carrier in accordance with this Section.

##### 5.2 **Person to whom refund or reissue made**

- (a) Except as otherwise provided in this clause, the Carrier may make a refund or reissue a Ticket to any Person named in the Ticket or to the Person who has paid for the Ticket.
- (b) If the Person paying for the Ticket has instructed the Carrier only to make a refund or reissue to that Person, and that instruction is acknowledged by the Carrier on the Ticket, the Carrier will only make a refund or reissue to that Person or to their order.
- (c) Except in the case of a lost Ticket, a refund or reissue is only made on production to the Carrier of the Ticket for which a refund or reissue is sought.
- (d) If the Carrier, in good faith, makes a refund or reissue in relation to a Ticket to any Person who holds themselves out as being entitled under this Section, the Carrier is discharged from any further liability in relation to the Ticket to refund or reissue to any other Person.

##### 5.3 **By whom Ticket refundable**

A refund or reissue of a Ticket may only be made from a Carrier Booking Office or, if the Ticket has been issued by an authorised agent of the Carrier, by that agent or an authorised reissue agent.

##### 5.4 **Condition of Ticket**

A Ticket must be presented intact, unaltered and preferably in person if a Passenger or Sender requires a refund or reissue.

##### 5.5 **Refund entitlement**

A Passenger or Sender who presents a Ticket for refund or reissue will only be entitled to a refund or reissue on the terms applicable to the Carrier Service to which the Ticket relates as set out in the Schedule to these General Conditions.

- 5.6 **No refund for seasonal change**  
If the Carrier changes the scheduled time of departure of a Carrier Service for any reason, and the change results in that Carrier Service taking place in a different season from that for which the Ticket was issued, there is no entitlement to a refund of any part of the applicable Carrier Rate originally charged.

- 5.7 **Seasonal or concession Tickets - Passenger Carrier Services**
- (a) The Carrier may from time to time issue seasonal or concession Tickets for Suburban Rail Carrier Services on such terms and conditions as it thinks fit. Special terms and conditions, in addition to these Conditions, may apply to the issue of and carriage under those Tickets. In the event of conflict between those special terms and conditions and these Conditions, the special terms and conditions prevail.
  - (b) The special terms and conditions applicable to a seasonal or concession Ticket are available for inspection from any Carrier Booking Office (in the case of Ferry Service Tickets) and from any Tranz Metro office (in the case of Suburban Tickets).
  - (c) The Carrier may at its sole discretion determine whether a passenger is eligible for a seasonal or concession Ticket and may determine which seasonal or concession Ticket or special terms and conditions apply in any given circumstance.

- 5.8 **Loss of Passenger travel**
- (a) If a Person loses a Ticket, or any Ticket is altered other than by the Carrier or its authorised agent, no refund or reissue will be made except in the absolute discretion of the Carrier.
  - (b) No refund or reissue will be made in respect of the loss of a Ticket unless the loss is reported, prior to departure of the Carrier Service to which the Ticket relates, to a Carrier Booking Office or, if the Carrier Booking Office is closed to the check in counter at the departure Terminal in the case of a Ferry

- Service Carrier Service.
- (c) If the Carrier elects to make a refund or to reissue a Ticket which has been lost, then the Person seeking the refund or reissue must undertake, in such form as is prescribed by the Carrier, to repay the Carrier the value of any refund or reissue in the event that the lost Ticket is used by any Person or if a refund or reissue is made to another person in respect of that Ticket.

## **Section 6 Liability of the carrier**

- 6.1 **Maximum amount of liability**  
Subject to 2.3:
- (a) the Carrier is not liable for any amount in excess of proved damages; and
  - (b) the Carrier will not be liable for any such proved damages in excess of the sum provided in section 15(1) of the Carriage of Goods Act 1979.

- 6.2 **Limitation of liability**  
Subject to 2.3, the Carrier's liability is further limited, or excluded, in terms of sections 12(5) and 14 of the Carriage of Goods Act 1979, where a Passenger or Sender with or without the knowledge of the Carrier:
- (a) fails to lock a vehicle, or fails to remove, tie down or secure loose equipment or Property in or on a vehicle; or
  - (b) fails to do all things that a prudent owner of a vehicle or Property would do to that vehicle or Property to eliminate the risk of loss of, or damage to, or theft of, that vehicle or Property; or
  - (c) includes in their Property fragile or perishable articles, money, jewellery, silverware, negotiable papers, securities, or other valuables, important documents, passports, other identification papers, or samples; or
  - (d) fails to keep secure Hand Baggage carried with them, or fails to remove Hand Baggage carried with them, on a Carrier Service.

- 6.3 **Exclusion of indirect and consequential loss**  
Subject to 2.3, the Carrier is not liable for any form of indirect or consequential loss or damage arising out of or in respect of any Carrier Service. Any liability of the kinds specified in subsections 15(2)(b) and (c) of the Carriage of Goods Act 1979 is expressly excluded whether in respect of the carriage of a Passenger, Property or

otherwise. Without limiting the foregoing, the Carrier is not liable for indirect or consequential loss or damage arising from:

- (a) unseaworthiness of a ship (whether that condition exists before or arises during carriage); or
- (b) delay in delivery of any Passenger or Property for any reason; or
- (c) damage to Property from leakage, explosion, stains, soot or the effects of climate or the elements; or
- (d) damage to the Property of any Passenger or Sender where such damage arises out of the actions, or omissions, of any other Passenger or Sender.

#### 6.4 **Contributory negligence**

If there is contributory negligence on the part of a Passenger or Sender, the Carrier's liability is subject to the law relating to contributory negligence.

#### 6.5 **No liability for personal injury**

All Persons use Carrier Services entirely at their own risk. The Carrier is not liable in relation to the use or provision of a Carrier Service:

- (a) for the death of any Person, or for any injury, harm, disease, or damage to health, whether physical, mental or otherwise (including mental or nervous shock or distress) suffered by any Person; or
- (b) for any direct or indirect damage, cost, expense or consequential loss suffered by any Person; arising as a direct or indirect result of any act, neglect or omission of the Carrier, the Carrier's agents, employees or contractors, other Persons within the control of the Carrier, or any Passenger or other user of Carrier Services.

#### 6.6 **Actual Carriers**

Where the Carrier uses an Actual Carrier, a Passenger and Property are carried subject to the Actual Carrier's conditions of contract and carriage, except that if there is a conflict between the Actual Carrier's conditions of contract or carriage and these Conditions, these Conditions prevail.

#### 6.7 **Delays, deviations and changes to Carrier**

All timetables, schedules or other representations regarding the timing for the departure or arrival of any Carrier Service are merely an indication of the

same and do not bind the Carrier. All timetables and schedules are subject to change without notice. The Carrier:

- (a) will use all reasonable efforts to carry a Passenger and Property in accordance with a Ticket and on time, but the time of departure or arrival of any service is at the discretion of the Carrier and will depend upon its operating situation. The Carrier does not assume responsibility for a Passenger and/or Property making connections for other travel arrangements, or for meeting any appointment or deadline, or for arriving in time for any function, engagement, or ceremony or any other obligation.
- (b) is not liable for any loss or damage caused by failure or delay to take aboard or land a Passenger or Property as a result of bad weather, industrial disruption, mechanical failure, any action taken with the intention of preserving the safety of any Passenger or Property, any circumstances not reasonably foreseeable by, or beyond the control of, the Carrier, or any other cause. Any decision to take aboard or land a Passenger or Property is at the sole discretion of the Carrier. The Carrier may overcarry any Property not landed and land it at its intended destination at the first available opportunity. The Carrier may charge for any such overcarriage, if reasonable in the circumstances;
- (c) may at any time without notice, abandon, cancel or alter any Carrier Service, substitute a carrier or mode of transport, commence a Carrier Service before or after the scheduled date or time of departure, deviate from a route for any purpose, tow and assist any other vessel or vehicle in all situations, and sail with or without pilots and, subject to 2.3, and except as otherwise provided in these Conditions, the Carrier will not be liable to the Passenger or Sender for any loss, cost or expense suffered as a result of, or arising in relation to, any of the foregoing.

#### 6.8 **Securing ropes**

For the purpose of reducing the likelihood of loss or damage during carriage the Carrier may use lashings or securing chains or ropes to stabilise or secure any vehicle or other Property. The Carrier is not liable for any loss or damage to a vehicle or other Property, or to any

attachment or fitting on any vehicle or other Property, if that loss or damage is caused by the chafing or moving of lashings or securing chains or ropes which have been attached by the Carrier in a manner reasonably calculated to ensure that any loss or damage resulting from carriage is minimised. In attaching or fitting lashings or security chains or ropes, the Carrier is not required to take into account the special requirements of any vehicle or Property. Any special requirements will only be catered for at the discretion of the Carrier and by prior arrangement.

#### 6.9 **General average - Ferry Service Carrier Services**

In relation to Ferry Service Carrier Services, general average will be adjusted according to the York/Antwerp Rules 1974. However, a Sender or owner of Property carried must contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, resulting from any cause, whether due to negligence or not, for which, or for the consequences of which, the Carrier is not responsible by statute, contract or otherwise. If required by the Carrier, the Sender or owner of Property will, before delivery of the Property, pay to the Carrier:

- (a) a deposit, which the Carrier may determine, to cover the estimated contribution to the general average loss of each Sender's or owner's Property; and
- (b) any salvage or special charges incurred in respect of each Sender's or owner's Property or in respect of the Property lost or damaged as a result of the general average act.

#### 6.10 **Restrictions or reservations**

Subject to 2.3, if the Carrier accepts for carriage any Property in respect of which there is some restriction or reservation under these Conditions, the carriage of that Property is nevertheless subject to the Carrier Rates, limitations and exclusions of liability and other provisions of these Conditions applicable to the carriage of that Property.

#### 6.11 **Compliance with laws**

The Passenger, Sender or Receiver must comply with all Other Law applicable to any Carrier Service. Subject to 2.3, the Carrier is not liable for any loss or damage arising from the

failure of any Passenger, Sender or Receiver to comply with the same or from what it reasonably believes to be its compliance with any Other Law.

#### 6.12 **Errors, Omissions and Representations**

Subject to 2.3, the Carrier is not liable for errors or omissions in publications of schedules or in statements, or representations made by any of its employees, agents or representatives in respect of any Carrier Service. No agent or employee of the Carrier has authority to give undertakings or make representations in relation to the provision or timing of any Carrier Service that are inconsistent with these Conditions. Any such undertakings or representations will not bind the Carrier except where the Carrier's prior confirmation in writing is obtained.

#### 6.13 **Extension of exclusion or limitation to agents, etc**

Any exclusion or limitation of the liability of the Carrier applies to and for the benefit of the Carrier's agents, employees, representatives and contractors and to any Actual Carrier and to the Actual Carrier's employees, agents and representatives. The aggregate amount recoverable from the Carrier, the Actual Carrier and their agents, employees and representatives will not exceed the maximum amount of the Carrier's liability.

#### 6.14 **Notice of claim**

Notice of any claim against the Carrier in respect of the loss of or damage to Property carried on a Carrier Service, must be given in writing within 30 days after the date on which the Carrier's responsibility for that Property has ceased and in accordance with Section 18 of the Carriage of Goods Act 1979.

### **Section 7 Reporting**

#### 7.1 **Reporting to departure Terminal or Station**

The Passenger or Sender, as the case may be, must arrive at the Carrier's check-in location at the departure Terminal or Station or other point of departure at the reporting time fixed by the Carrier, or, if no time is fixed, sufficiently in advance of departure to permit completion of formalities and departure procedures including the checking-in of Baggage. Departure of a Carrier Service will not be delayed because of the late arrival of a Passenger or Sender. If the Passenger or Sender fails to arrive by the reporting time specified at the Carrier's check-in location,

or appears to the Carrier to be improperly documented and not ready for carriage, the Carrier may cancel:

- (a) any seat or space reserved for that Passenger or Sender; or
- (b) any space reserved for any Property intended by the Passenger or Sender to be carried by the Carrier; and the Carrier may reallocate any such reservation or space to another Person or to any other Property as the case may be. The Carrier will not be liable to any Passenger or Sender in respect of any such cancellation or reallocation.

## **Section 8**

### **Acceptance, delivery, storage and sale of property**

#### **8.1 Application**

This Section applies to all Property accepted for carriage on Carrier Services that does not constitute Checked Baggage or Hand Baggage. Nothing in this section applies to Property accepted by the Tranz Link business units of the Carrier.

#### **8.2 Property acceptance**

Acceptance of Property by the Carrier for carriage is deemed to occur at the time the Property has been stowed on board the Ship or other means of transport used to provide the Carrier Service.

#### **8.3 Property delivery**

Delivery of Property by the Ferry Service Carrier to a Receiver, is deemed to occur as soon as the Ship has reached its destination and is ready to offload the Property carried.

#### **8.4 Property check-in**

Passengers or Senders must check in all Property at the departure Terminal, by the reporting time (if any) for the Carrier Service.

#### **8.5 Labelling and fitness for carriage**

All Property must be:

- (a) clearly labelled noting the destination Station and name of the Passenger accompanying the Property, or the Receiver, as applicable; and
- (b) fit for carriage.

#### **8.6 Delivery not Collection**

The Carrier is only responsible for delivery of Property, not for its collection.

#### **8.7 Unclaimed Property**

If, for any reason, Property is not

removed from the Ship or Train or collected from the destination Terminal or Station (as applicable) as soon as possible after delivery by the Carrier:

- (a) the Carrier is deemed to be the agent of the Sender or Passenger (and/or of the owner of the Property where relevant) and may land or store that Property at sole risk and expense of the Sender or Passenger (and/or the owner of the Property where relevant); and
- (b) in the case of Ferry Service Carrier Services, the Sender is liable to pay to the Carrier the full rate for carriage of the Property for each voyage or trip during which the Property remains on board the Ship. During that time the Property is deemed to be held in storage so that any subsequent carriage of the Property that occurs is not a carriage of goods under the Carriage of Goods Act 1979; and
- (c) the Carrier may declare the Property to be unclaimed and may sell that Property and apply the proceeds of sale in payment of:
  - (i) any Carrier Rates, taxes or charges payable in respect of carriage of that Property or the Passenger or Sender whose Property has been carried; and
  - (ii) if applicable, any amount owing in terms of 8.7(b); and
  - (iii) the expense of storing and selling the Property.

If, after the sale of the Property, the Passenger or Sender whose Property has been sold presents himself or herself to the Carrier to collect the Property, the Carrier will, upon being provided with satisfactory proof of identity of the Passenger or Sender, and the entitlement of that Person to the Property, pay the balance of the sale proceeds, if any, to that Passenger or Sender.

#### **8.8 Property carried on Suburban Rail Carrier Services**

The Carrier will only accept Property for carriage on Suburban Rail Carrier Services if that Property is accompanied by a Passenger. Without limitation to its rights under clause 9.1, the Carrier may, in its discretion, refuse to accept Property for carriage under these General Conditions, and may require that that Property be carried by the Carrier as Freight under the Tranz Link General Conditions of Carriage.

## **Section 9 Right to refuse carriage**

### 9.1 Refusal to carry

The Carrier may refuse to carry a Person or Property, cancel a Ticket and any reservation made in respect of it or refuse carriage under a Ticket when, in the exercise of its reasonable discretion, the Carrier decides:

- (a) that action is necessary for reasons of safety; or
- (b) that action is necessary to prevent violation of any Other Laws; or
- (c) that the conduct, age, mental or physical state, nature or condition (including intoxication) of a Passenger or Property, as applicable, may:
  - (i) require special assistance of the Carrier; or
  - (ii) cause inconvenience, discomfort or objection to another Passenger; or
  - (iii) involve any hazard or risk to that Passenger or Property or to any other Person or Property; or
- (d) a Passenger or Sender has failed to meet any terms of payment or the correct fare has not been paid in respect of carriage under a Ticket; or
- (e) that action is necessary owing to the failure by a Passenger or Sender to observe the instructions of the Carrier; or
- (f) the weight limitations or seating capacity of a Ship or Train may be exceeded; or
- (g) that a Passenger is not permitted to travel on a Carrier Service unaccompanied by an Adult in accordance with clause 3.5(b) and that Passenger will not be accompanied by an Adult; or
- (h) any property is insecurely loaded or in any other way not safe or suitable for carriage for whatever reason; or
- (i) a vehicle is subject to a transport service licence under the Transport Services Licensing Act 1989 but is not being used in conformity with that Act or that licence; or
- (j) a Passenger or Sender has not complied with the reporting requirements under 7.1; or
- (k) the Property includes any article the Carrier has refused to carry under 11.4; or
- (l) a Passenger or Sender refuses to allow the Carrier to exercise any right it may have under these Conditions to inspect or search; or
- (m) weather conditions or other circumstances may disrupt a Carrier Service or endanger the well being

of any Passenger or Property.

### 9.2 Recourse

Subject to 2.3, the sole recourse of any person refused carriage, whose reservation or Ticket is cancelled, or whose Property is refused carriage, for any reason specified in 9.1, is the recovery of the refund value, or the obtaining of a reissue, in relation to the unused portion of their Ticket in accordance with Section 5.

## Section 10 Inspection and packaging of property for carriage

### 10.1 Inspection of Property

The Carrier may, at the Sender's sole risk and expense, inspect any Property before or after its acceptance for carriage. The Sender must assist with the inspection, if required by the Carrier. Failure of the Carrier to inspect any Property, at all or adequately, does not impose any additional liability upon the Carrier or affect any obligation of the Carrier in relation to that Property.

### 10.2 Carrier's right to search Property

The Carrier will be entitled to inspect or search any vehicle or other Property to be carried on a Carrier Service if the Carrier has reasonable grounds to believe that:

- (a) a person who does not hold a Ticket, or who has not paid the correct fare, is concealed in the vehicle or other Property; or
- (b) a vehicle or other Property contains Hazardous Goods, arms or munitions or any other Property, and these Conditions or any Other Law have not been complied with in relation to that Property.

### 10.3 Compliance with packaging and labelling requirements

A Passenger or Sender, as applicable, must ensure that all Property to be carried by a Carrier Service:

- (a) complies with all Other Laws relating to the nature, packaging, labelling, storage or carriage of that Property; and
- (b) is packaged or contained in a manner adequate to withstand the ordinary risks of storage and carriage having regard to the nature of the Property.

### 10.4 Arms or munitions

Any arms or munitions must be presented to the Carrier for inspection prior to commencement of a Carrier Service. If the Carrier accepts any arms or munitions for carriage on a Ferry Service Carrier

Service it will take custody of them until arrival at the destination Terminal. If the Carrier accepts any arms or munitions for carriage on any Carrier Service which is not a Ferry Service Carrier Service it may take custody of them until arrival at the destination Terminal or Station. All arms must have their bolts removed (where applicable) and must otherwise be rendered inoperable to the maximum extent reasonably possible.

#### 10.5 **Conformity of containers**

The Sender is responsible for the conformity of any Property, containers, packaging or pallets with any requirements of the Receiver and for any expense incurred by the Carrier arising - from any failure to conform with a Receiver's requirements.

### **Section 11 Baggage**

#### 11.1 **Application**

This Section does not apply to Baggage carried in or on a vehicle where that vehicle is being carried as Property on any Carrier Service unless otherwise stated.

#### 11.2 **Check-in and labelling**

Passengers must check-in all Baggage (other than Hand Baggage) at the departure Terminal or Station by the reporting time for the Carrier Service. All Baggage must be:

- (a) clearly labelled noting the destination Terminal and the name and street address of the Passenger accompanying the Baggage; and
- (b) fit for carriage.

#### 11.3 **No Checked Baggage**

No checked baggage may be carried on a Suburban Carrier Service except at the discretion of the relevant Train Manager.

#### 11.4 **Rights of Carrier**

The Carrier may:

- (a) determine whether any article is Baggage; and
- (b) refuse to carry any article or, if carried, carry the same as goods at goods rates; and
- (c) insist that any item of Baggage be carried as Checked Baggage; and
- (d) refuse to accept Baggage as Checked Baggage unless it is properly packed in a suitcase or similar container to ensure safe carriage; and
- (e) refuse to accept Baggage, other than Checked Baggage, if there is

insufficient space to carry such Baggage; and

- (f) with respect to any Ferry Service, refuse to carry an item of Baggage which exceeds 50 kilograms in weight or 350 linear centimetres in height plus length plus width.

#### 11.5 **Checked Baggage acceptance**

Acceptance of Checked Baggage by the Carrier for carriage on the Carrier Service is deemed to occur at the time the Passenger's Baggage is stowed on the Ship or other means of transport used to provide the Carrier Service.

#### 11.6 **Checked Baggage**

Delivery of Checked Baggage to the Passenger by the Carrier, is deemed to occur at the time the Checked Baggage is presented by the Carrier to Passengers for collection at the destination Terminal .

#### 11.7 **Hand baggage**

Fragile or perishable articles, money, jewellery, precious metals, negotiable papers, securities or other valuables, business documents or samples may only be carried as Hand Baggage. Hand Baggage may only consist of small sized items that will not cause or be likely, in the Carrier's opinion, to cause obstruction in the passenger areas of the Ship or Train.

The Carrier is not liable for the carriage of Hand Baggage, except as provided for by the Carriage of Goods Act 1979.

#### 11.8 **Delivery not Collection**

The Carrier is only responsible for delivery of Checked Baggage, not for its collection.

#### 11.9 **Baggage checks**

The Carrier is under no obligation to ascertain that the bearer of a Baggage check is entitled to delivery of a given item of Checked Baggage. The Carrier is not liable for any loss, damage or expense arising out of or in connection with the delivery of Checked Baggage under these Conditions.

#### 11.10 **Loss of Baggage check**

If a Person claiming Checked Baggage is unable upon request by the Carrier to produce the appropriate Baggage check, the Carrier will only deliver items of Checked Baggage to that Person on condition that the Person:

- (a) establishes to the Carrier's satisfaction, their right to those items of Checked Baggage; and
- (b) indemnifies the Carrier for any loss,

damage or expense which may be incurred by the Carrier as the result of the Carrier's delivery of any Checked Baggage to that Person.

#### 11.11 Unclaimed Baggage

If for any reason any Hand Baggage is not removed from the Ship or Train, or, in the case of Checked Baggage, collected from the destination Terminal, as soon as possible after delivery by the Carrier:

- (a) the Carrier is deemed the agent of the Passenger whose Baggage is not removed or collected and may land or store that Baggage at the Passenger's and owner's sole risk and the Passenger's expense; and
- (b) the Carrier may declare that Baggage to be unclaimed and may sell that Baggage and apply the proceeds of sale in payment of:
  - (i) any Carrier Rates, taxes or charges payable to the Carrier by the Passenger whose Baggage has been sold; and
  - (ii) the expense of storing and selling the Baggage.

If, after the sale of the Baggage, the Passenger whose Baggage has been sold presents himself or herself to the Carrier to collect the Baggage, the Carrier will, upon being provided with satisfactory proof of identity of the Passenger, and the entitlement of that Passenger to the Baggage, pay the balance of the sale proceeds (if any) to that Passenger.

### Section 12

#### Ferry Service Carrier services - Carriage of Hazardous Goods

Hazardous Goods may not be carried on a suburban carrier service

#### 12.1 Hazardous Goods Conditions

If the Carrier accepts Hazardous Goods for carriage, they are carried subject to these Conditions and the following special conditions:

- (a) Prior arrangement must be made with the Carrier for the carriage of Hazardous Goods;
- (b) If sending Hazardous Goods the Sender must supply the Carrier with any declaration required by the Carrier or by any Other Law;
- (c) The Hazardous Goods must be packed, labelled and loaded in accordance with any Other Law applicable to the carriage of Hazardous Goods and in accordance with the Carrier's guidelines and any applicable code

- of practice;
- (d) The Sender must mark each receptacle or container containing Hazardous Goods or document relating to Hazardous Goods with the correct technical name of the Hazardous Goods and identify each receptacle or container with a distinctive label or stencil which makes its hazardous nature obvious;
- (e) the Sender must ensure all Hazardous Goods and documents relating to their carriage comply with the "International Maritime Hazardous Goods Code" (which is contained within the IMO Regulations) and Shipping (Hazardous Goods) Rules 1979; (Detailed instructions on the safe packing and stowage of Hazardous Goods acceptable for carriage and in respect of the IMO Regulations and other rules are available for inspection at the Carrier's head office.)

#### 12.2 Motor fuels

With the exception of motor fuel carried in a vehicle's fuel tank, Hazardous Goods may not be carried without the prior authority of the Carrier and compliance with the conditions in 12.1.

#### 12.3 Storage and removal of Hazardous Goods

Hazardous Goods must be removed by the Passenger or Receiver from the Carrier's destination Terminal or other premises as soon as delivered in terms of Section 8. If left on the Carrier's premises or at the destination Terminal, the Hazardous Goods may be stored or disposed of by the Carrier at the Sender's and Receivers' sole risk and the Sender's expense.

#### 12.4 Road tankers

An empty road tanker or similar vehicle used for the transport of motor fuels, or like commodities, must not be conveyed on a Carrier Service unless accompanied by a certificate, issued by a qualified industrial chemist, to the effect that the vehicle and its tanks are gas free. If not accompanied by a certificate issued to that effect, the vehicle may only be conveyed at the discretion of the Carrier; on a particular Carrier Service directed by the Carrier; and subject to compliance with these Conditions.

### Section 13

#### Ferry Service Carrier Services - Carriage of

#### 13.1 Animals

Subject to clause 13.2, no animals may be carried on any Carrier Service provided by Train. No animals may be carried on any other Carrier Service except in accordance with the conditions set out in this section.

### 13.2 Guide dogs

Notwithstanding anything in this section, a blind or other handicapped Passenger may be accompanied on a Ship or Train by a trained guide dog of quiet disposition. Guide dog trainers or handlers accompanying breeding dogs, puppies in training or dogs in training wearing Foundation of the Blind identification coats may also travel on a Ship or Train.

### 13.3 Liability and risk

- (a) Carriage of all animals is at the owner's risk in terms of the Carriage of Goods Act 1979.
- (b) The Carrier accepts no responsibility for:
  - (i) any injury, sickness or death suffered by any animal as a result of carriage or a Carrier Service.
  - (ii) any failure to carry any animal whether through exercise of the Carrier's discretion or otherwise.

### 13.4 Domestic pets

Dogs, cats, household birds and other small domestic pets to be carried by the ferry service must be left securely in a motor vehicle throughout the carriage unless arranged otherwise with the Carrier.

No pets may be carried on a suburban carrier service.

### 13.5 General

- (a) All animals must be accompanied by a person who is competent to, and who will be responsible for, feeding, watering and tending to those animals. The Carrier does not accept any responsibility for feeding, watering or otherwise tending to animals.
- (b) All animals must be adequately fed and watered and otherwise in a suitable condition for carriage before being sent to the Carrier for carriage.
- (c) The Carrier may refuse to transport sick, wild, unmanageable or fierce animals.
- (d) If, as a consequence of any Other Law concerning the carriage or

diseases of animals, the carriage of any animals is stopped at any point before, during or after carriage, and while the animals are still in the possession of the Carrier, the Carrier is deemed to have fulfilled its obligations to deliver the animals and may deal with them as the Carrier sees fit. In those circumstances, the Sender (or other person liable to pay for the Carrier Service) is not relieved from their obligation to pay the applicable Carrier Rates.

### 13.6 Carriage of livestock

For the purposes of this section the term "livestock" includes horses, sheep, pigs, cattle, deer, goats and all other animals that are typically raised or farmed for profit. The remaining conditions set out in this section apply to all carriage of livestock in addition to the other requirements for carriage of animals.

No livestock may be carried on a suburban carrier service.

### 13.7 Compliance with rules governing transport of animals

- (a) A Sender of livestock must ensure compliance with all relevant animal welfare codes applying to the transportation of the livestock, and all animal welfare recommendations produced or published by the Ministry of Agriculture from time to time, (including, without limitation, the *Code of Recommendations and Minimum Standards for the Welfare of Animals Transported within New Zealand published in 1994 by the MAF Animal Welfare Advisory Committee and updated in May 1996* and any replacements or amendments to such documents.
- (b) Any removal permits or any other documents required in relation to the transportation of, or concerning diseases of, livestock must be properly completed and, where applicable, must be carried with the livestock.

### 13.8 Effluent containment

- (a) All livestock to be carried on a Ferry Service must have been held off pasture for an appropriate length of time so as to minimise levels of effluent. In particular:
  - (i) sheep should be held off pasture for at least 4 hours prior to commencement of carriage; and
  - (ii) cattle should be held off pasture

- for at least 6 hours prior to commencement of carriage;
- (b) The stock crate, vehicle or other container in which the livestock are to be transported must have an appropriate effluent holding system designed to catch and retain all effluent emanating from the livestock being carried.
  - (c) The preferred effluent holding system is a system incorporating under-floor holding tanks. Stock crates of a monocoque construction, or other stock crates or containers that contain effluent beneath floor gratings, may be accepted by the Carrier in its discretion. Where under-floor effluent tanks are not appropriate for a particular type of vehicle carrying small numbers of livestock (including horse floats) the Carrier may, in its discretion, permit a vehicle to be carried on a Ferry Service provided that the floor of the vehicle has been covered with a material suitable to absorb the level of effluent likely to arise during the carriage of that livestock.
  - (d) The effluent holding system must be designed to contain such volumes of effluent as are reasonable taking into account the number and type of livestock to be carried and the nature of the carriage to be undertaken. The effluent holding system must have sufficient capacity to contain such levels of effluent as may be produced over a minimum period of 6 hours. Ministry of Agriculture indications as to effluent production may be taken into account for this purpose. Details of such effluent production rates are available from the Carrier.
  - (e) All effluent holding systems must be designed so as to preclude possible spillage of effluent onto the deck of the Ship including due to pitching (of up to  $\pm 10\%$ ) and rolling (of up to  $\pm 20\%$ ) of the Ship during carriage.
  - (f) All effluent holding systems must be emptied of all effluent prior to arrival for check in on any Ferry Service. The Carrier does not undertake to provide facilities for the disposal of effluent at its Terminals. Effluent must not be dumped on any port company owned land.
  - (g) Any empty livestock stock crates, vehicles or other livestock containers to be carried on a Ferry Service must have been thoroughly hosed and washed down prior to

being checked in for carriage in order to remove any effluent and to minimise all odours or spillage during carriage.

### 13.9 Vehicle and crate design

- (a) For the purposes of this clause, the term "vehicle" includes a stock truck and/or trailer with removable stock crates or a stock truck and/or trailers of a monocoque design.
- (b) All vehicles carrying livestock must comply with NZS5413 : 1993 Code of Practice for the Manufacture and use of Stock Crates on Heavy Vehicles, NZS5444 : 1989 Load Anchorage Points for Heavy Vehicles, any regulations promulgated from time to time under the Transport Act 1962, and any Other Law.
- (c) All vehicles must be designed so as to ensure adequate ventilation of the vehicle including when the vehicle is stationary. Vehicles with fully enclosed decks must have an appropriate mechanical ventilation system.
- (d) Double decked vehicles must be covered in a manner designed to prevent injury to the animals, and to prevent any possible damage to the Ship, including due to animals rearing up above the vehicle's end or side walls during embarking, travel, and disembarking.
- (e) All vehicles carrying livestock must be constructed with a means of access so as to permit livestock carried on the vehicle to be tended, where reasonably required.
- (f) Stock crate retention devices should be capable of restraining the stock crate when fully loaded under all conditions that could reasonably be encountered during carriage on the Ferry Service.

### 13.10 Refusal to carry livestock

- (a) Without limitation to any other discretion on the part of the Carrier to refuse to carry any Property, the Carrier may refuse to carry any livestock if it has reasonable grounds to believe that:
  - (i) carriage of any livestock may result in injury, sickness, or damage to the livestock; or
  - (ii) the Sender of the livestock has breached any term of these Conditions, or has failed to meet any of the requirements of these Conditions in relation to the carriage of livestock.

## **Section 14**

### **Ferry service carrier services - carriage of vehicles and cycles**

#### **14.1 Application**

This section applies to all vehicles accepted for carriage on a Ferry Service Carrier Service.

#### **14.2 Driving vehicles on and off Ship**

A vehicle must be driven on to and from the Ship by a Passenger and must be placed in the position indicated by an employee of the Carrier. The Carrier does not undertake to drive a vehicle on or off a Ship except in the case of an emergency in which case a reasonable charge may be levied. Notwithstanding the above, the Carrier will be entitled to drive, tow or otherwise load a vehicle onto, or remove a vehicle from, a Ship where the Carrier believes that this is reasonably necessary in order to:

- (a) protect the Property of the Carrier or any other Person (including the Sender, Receiver or Passenger to which the Property relates); or
- (b) ensure the efficient loading or unloading of the Ship.

#### **14.3 Vehicle security**

When driven to the appropriate position on the Ship the driver must securely apply the brakes and lock the vehicle. The keys must be retained by the Passenger.

#### **14.4 Passenger accommodation**

Once the vehicle has been positioned on the Ship the driver and any accompanying Passenger must move to the passenger accommodation of the Ship and remain there for the duration of the carriage.

#### **14.5 Trailers and caravans**

A trailer or caravan must be towed on and off the Ship and remain coupled to the towing vehicle throughout the carriage.

#### **14.6 Passenger fare**

An adult Passenger must accompany a vehicle and must pay the appropriate Passenger fare.

#### **14.7 Vehicle licensing and registration**

Every vehicle conveyed on its own wheels on a Carrier Service must display a current registration licence issued under the provisions of the Transport (Vehicle and Driver Registration and Licensing) Act 1986.

#### **14.8 Securing points**

A vehicle exceeding 3,500 kilograms gross weight must be fitted with appropriate securing points in accordance with IMO standards. A copy of the IMO standards is available for inspection at the Carrier's head office.

#### **14.9 Hazardous Goods compliance**

Any vehicle or cycle to be carried must conform with all Other Laws and these Conditions regarding the carriage of Hazardous Goods.

#### **14.10 Inflammable or dangerous substances**

No vehicle may contain or have attached to it any loose containers of motor fuel or other inflammable or dangerous substances.

#### **14.11 Cycles**

Any Passenger, Sender or Receiver who transports a motor cycle, power cycle or bicycle on a Carrier Service must comply with all instructions of the employees of the Carrier during loading and unloading of the motor cycle, power cycle or bicycle. When any motor cycle, power cycle or bicycle is being loaded on the Ship, it must be placed in the position indicated by an employee of the Carrier.

## SCHEDULE

### REFUND AND REISSUE CONDITIONS

#### A. FERRY SERVICES

##### 1. GENERAL

1.1 Notwithstanding anything in this schedule:

- (a) where a Passenger requests a refund or reissue of a Ticket and the circumstances applicable to the Ticket or the Passenger or any other matter are not specifically provided for in this schedule, the Passenger will not be entitled to any refund or reissue of the Ticket and shall have no further claim against the Carrier;
- (b) if payment for a Ticket is made by way of cheque, no refund is to be made in relation to such a Ticket until 7 days after payment has been made until the cheque has been presented and cleared, whichever occurs first; or
- (c) where a Passenger wishes to obtain a refund upon cancellation of a ticket, providing the requisite prior notification has been made, a refund will only be obtainable if the ticket is presented within 30 days of the day of travel shown on the ticket.

(i) in the case of a Ticket issued for a return fare, the ticket must be presented within 30 days of the date of departure of the second sailing shown on the Ticket.

1.2 On payment of a refund, in relation to a Ticket, the cancelled ticket cannot be reissued unless in accordance with the provisions set out below.

1.3 The following clauses of this part of the schedule apply to the refund and reissue of the following fare types on cancellation by a Passenger:

- |  |                                    |
|--|------------------------------------|
| (a) clauses 4.1, 4.2 and 4.3           | <b>Peak one way fares;</b>         |
| (b) clauses 5.1, 5.2 and 5.3           | <b>Standard one way fares;</b>     |
| (b) clauses 6.1, 6.2 and 6.3           | <b>Economy one way fares;</b>      |
| (c) clauses 7.1, 7.2 and 7.3           | <b>Saver one way fares;</b>        |
| (d) clauses 8.1                        | <b>Super Saver one way fares;</b>  |
| (e) clauses 9.1 and 9.2                | <b>Quick Break return fares;</b>   |
| (f) clauses 10.1 and 10.2              | <b>Day Excursion return fares;</b> |
| (g) clauses 11.1 and 11.2              | <b>Easy Change one way fares;</b>  |
| (h) clauses 12.1, 12.2 and 12.3        | <b>Saver Change one way fares;</b> |
| (i) clauses 13.1, 13.2, 13.3 and 13.4; | <b>Ultra Saver one way fares;</b>  |

1.4 Where a passenger has a Ticket for a sailing on a Ferry Service and that sailing is cancelled or delayed, the Ferry Service may in certain circumstances and at its sole discretion, arrange and offer to Passengers an alternative service such as a charter flight. In the case of such an alternative service, no refund shall be due to Passengers who elect to take the alternative service and they may be required to pay the difference between their Ticket and the cost of the alternative service provided.

#### 2. CANCELLATION OF SAILINGS BY THE CARRIER

2.1 Where a Passenger has a one-way Ticket for a sailing on a Ferry Service and the Carrier

cancels that sailing, or the Passenger has a Ticket which has been sold on the basis of a return fare and the first sailing shown on the Ticket has been cancelled, the following conditions apply:

- (a) if the Passenger requests a refund, the Passenger will be paid a full refund of the price paid for the Ticket;
- (b) to the extent that space is available, the Passenger may be issued a substitute Ticket for a sailing on a comparable service to that shown in the Ticket (for example, if the cancelled sailing is a sailing of The Lynx, the Passenger may be issued with a substitute Ticket for another sailing of The Lynx);
- (c) to the extent that space is available, the Passenger may be issued with a substitute Ticket for a sailing which is not a comparable service to that shown in the Ticket, provided that:
  - (i) if the cancelled sailing is on The Interislander, the Passenger may transfer to a sailing of The Lynx without any charge payable by the Passenger for doing so, however if there is space available on a sailing of The Interislander prior to that sailing of The Lynx then the Passenger must pay a surcharge being the difference between the price for the Ticket held by the Passenger and
    - (A) with respect to a one-way Ticket, the price for the same fare type of Ticket on The Lynx;
    - (B) with respect to a return Ticket, the price for the same fare type of Ticket based on the first sailing using The Lynx and the second sailing using the service as shown on the Ticket;
  - (ii) if the cancelled sailing is on The Lynx, the Passenger may transfer to a sailing of The Interislander and upon application from the Passenger in writing, the Carrier will refund to the Passenger the difference between the price paid for the Ticket held by the Passenger and
    - (A) with respect to a one-way Ticket, the price for the same type of ticket on The Interislander;
    - (B) with respect to a return Ticket, the price for the same fare type of ticket based on the first sailing using The Interislander and the second sailing using the service as shown in the Ticket;
- (d) In the event that a Ticket has been issued on the basis of a return fare, the right to reissue, under paragraph (b) and (c) of this clause, shall only be in relation to the first sailing shown on the Ticket and no change can be made to the second sailing shown on the Ticket, provided that the Carrier may, at the time of reissue under paragraph (b) or (c), allow the Passenger to change the second sailing shown on the Ticket on such terms and conditions as the Carrier in its absolute discretion determines.

2.2 Where a Passenger has a Ticket which has been sold on the basis of return travel and the Passenger has travelled on the first sailing shown on the Ticket and the Carrier cancels the second sailing shown on the Ticket the following conditions apply:

- (a) if the Passenger requests a refund and the Ticket has been issued for a Day Excursion fare, the Passenger will be paid a refund of the price paid for the Ticket.
- (b) if the Passenger requests a refund and the Ticket has been issued for a Quick Break fare:
  - (i) where the fare is an Saver fare, the Passenger will be paid a full refund of the price payable for a one-way Saver fare for the same service shown as the second sailing on the Ticket; or
  - (ii) where the fare is an Economy fare, the Passenger will be paid a full refund of the price payable for a one-way Economy fare for the same service shown as the second sailing on the Ticket; or

- (iii) where the fare is a Standard fare the Passenger will be paid a full refund of the price payable for a one-way Standard fare for the same service shown as the second sailing on the Ticket; or
- (c) to the extent that space is available, the Passenger:
  - (i) may be issued with a substitute ticket on a comparable service to the second sailing shown on the Ticket;
  - (ii) the Passenger may be issued with a substitute ticket on a service which is not comparable to the second sailing shown on the Ticket provided that:
    - (A) if the cancelled sailing is on The Interislander, the Passenger may transfer to a sailing of The Lynx without any charge payable by the Passenger for doing so, however if there is space available on a sailing of The Interislander prior to that sailing of The Lynx then the Passenger must pay a surcharge being the difference between the price paid for the Ticket held by the Passenger and the price for a ticket of the same fare type on the basis of the same service for the first sailing as shown in the Passenger's Ticket and The Lynx for the second sailing.
    - (B) if the cancelled sailing is on The Lynx, the Passenger may transfer to a sailing of The Interislander and upon application from the Passenger, the Carrier will refund to the Passenger the difference between the price paid for the Ticket held by the Passenger and the price for a ticket of the same fare type on the basis of the same service for the first sailing as shown in the Passenger's Ticket and The Interislander for the second sailing.

### **3. DELAY OF SAILINGS BY THE CARRIER**

- 3.1 Where a sailing is delayed by the Carrier for more than 3 hours from the scheduled time of departure as shown on the Ticket held by a Passenger:
- (a) the Passenger may request a refund of the Ticket held by the Passenger in which case the Passenger will be paid:
    - (i) in the case of a one-way fare Ticket or a Ticket which has been sold on the basis of return travel and the Passenger has not travelled on the first sailing shown in the Ticket, a full refund of the price paid for the Ticket by the Passenger; or
    - (ii) in the case of a Ticket issued for a Day Excursion Fare where the Passenger has travelled on the first sailing shown in the Ticket, the Passenger will be paid a refund of the price paid for the Ticket; or
    - (iii) in the case of a Ticket issued for a Quick Break fare where the Passenger has travelled on the first sailing shown in the Ticket, the refund will be that provided for in clause 2.2(b).
  - (b) to the extent that space is available, the Passenger:
    - (i) may be issued with a substitute Ticket on a comparable service to the delayed sailing as shown on the Ticket; or
    - (ii) in relation to a one-way fare Ticket or a Ticket which has been sold on the basis of return travel where the Passenger has not travelled on the first sailing shown on the Ticket, clause 2.1(c) of this schedule will apply; or
    - (iii) in relation to a Ticket which has been sold on the basis of return travel where the Passenger has travelled on the first sailing shown on the Ticket, clause 2.2(c)(ii) will apply.

#### **4. PEAK ONE-WAY FARES: CANCELLATION BY THE PASSENGER**

- 4.1 If at any time prior to the time of check-in for the service shown on the Ticket the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket and either rebook for another sailing or obtain a refund, the Passenger may:
- (a) to the extent that the fare type shown on the Passenger's Ticket is available, be issued with a substitute ticket for the same Ferry service (but departing at a different time from that shown in the Ticket); or
  - (b) to the extent that the same fare type shown on the Passenger's Ticket is not available, the Passenger may be issued with a substitute ticket for the same Ferry service (but departing at a different time from that shown in the Ticket) on payment of an upgrade fee (being the difference between the fare type available and the fare type shown on the Passenger's Ticket); or
  - (c) receive a refund of 90% of the ticket price paid by the Passenger.
- 4.2 If at any time after the time of check-in for the service shown on the Ticket the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket, the Passenger cannot have the Ticket reissued and no refund is payable to the Passenger.
- 4.3 If a Ticket has been reissued under clause 4.1(a) to a Peak fare and, at any time prior to the time of check-in for the service shown on the reissued Ticket the Passenger advises the Carrier that the Passenger wishes to cancel the reissued Ticket, the Passenger shall be paid a refund of the price paid for the Ticket less a cancellation fee of 10% of the total price paid for the ticket.

#### **5. STANDARD ONE-WAY FARES: CANCELLATION BY THE PASSENGER**

- 5.1 If at any time prior to the time of check-in for the service shown on the Ticket the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket and the Passenger requests a reissue or a refund, the Passenger may:
- (a) to the extent that the fare type shown on the Passenger's Ticket is available, be issued with a substitute ticket for the same Ferry service (but departing at a different time from that shown in the Ticket); or
  - (b) to the extent that the fare type shown on the Passenger's Ticket is not available, the Passenger be issued with a substitute ticket for a Peak fare for the same Ferry Service (but departing at a different time to that shown in the Ticket), to the extent that the space is available, on payment of an upgrade fee being the difference between the price paid for the Ticket and the price payable for the reissued ticket; or
  - (c) receive a full refund of the price paid by the Passenger for the Ticket.
- 5.2 If at any time after the time of check-in for the service shown on the Ticket the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket, the Passenger cannot have the Ticket reissued and no refund is payable to the Passenger.
- 5.3 If a Ticket has been reissued under clause 5.1(a) to a Peak fare and, at any time prior to the time of check-in for the service shown on the reissued Ticket the Passenger advises the Carrier that the Passenger wishes to cancel the reissued Ticket, the Passenger shall be paid a refund of the price paid for the Ticket less a cancellation fee of 10% of the total price paid for the reissued Ticket.

#### **6. ECONOMY ONE-WAY FARES: CANCELLATION BY THE PASSENGER**

- 6.1 If at any time prior to the time of check-in for the service shown on the Ticket the Passenger

advises the Carrier that the Passenger wishes to cancel the Ticket and the Passenger requests a reissue or a refund, the Passenger may:

- (a) to the extent that the fare type shown on the Passenger's Ticket is available, be issued with a substitute ticket for the same Ferry service (but departing at a different time from that shown on the Ticket); or
- (b) to the extent that the fare type shown on the Passenger's Ticket is not available, the Passenger be issued with a substitute ticket for a Peak or Standard fare for the same Ferry Service (but departing at a different time to that shown in the Ticket), to the extent that the space is available, on payment of an upgrade fee being the difference between the price paid for the Ticket and the price payable for the reissued ticket; or
- (c) receive an 80% refund of the price paid by the Passenger for the Ticket.

6.2 If at any time after the time of check-in for the service shown on the Ticket the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket, the Passenger cannot have the Ticket reissued and no refund is payable to the Passenger.

6.3 If a ticket has been reissued under clause 6.1(a) to a Peak or Standard Fare and, at any time prior to the time of check-in for the service shown on the reissued Ticket the Passenger advises the Carrier that the Passenger wishes to cancel the reissued Ticket, the Passenger shall be paid a refund of the price paid for the Ticket less a cancellation fee of 20% of the total price paid for the reissued Ticket.

## **7. SAVER ONE-WAY FARES: CANCELLATION BY THE PASSENGER**

7.1 If at any time prior to the time of check-in for the service shown on the Ticket the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket and the Passenger requests a reissue or refund, the Passenger may:

- (a) to the extent that the fare type shown on the Passenger's Ticket is available, be issued with a substitute ticket for the same Ferry service (but departing at a different time from that shown on the Ticket); or
- (b) to the extent that the fare type shown on the Passenger's Ticket is not available, the Passenger be issued with a substitute ticket for a Peak, Standard or Economy fare for the same Ferry Service (but departing at a different time to that shown in the Ticket), to the extent that the space is available, on payment of an upgrade fee being the difference between the price paid for the Ticket and the price payable for the reissued ticket; or
- (c) receive a 50% refund of the price paid by the Passenger for the Ticket.

7.2 If at any time after the time of check-in for the service shown on the Ticket the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket, the Passenger cannot have the Ticket reissued and no refund is payable to the Passenger.

7.3 If a Ticket has been reissued under clause 7.1(a) to a Peak, Standard or Economy Fare and, at any time prior to the time of check-in for the service shown on the reissued Ticket the Passenger advises the Carrier that the Passenger wishes to cancel the reissued Ticket, the Passenger shall be paid a refund of the price paid for the Ticket less a cancellation fee of 50% of the total price paid for the reissued Ticket.

## **8. SUPER SAVER ONE-WAY FARES: CANCELLATION BY THE PASSENGER**

8.1 If at any time the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket, the Passenger cannot have the Ticket reissued and no refund is payable to the Passenger.

## **9. QUICK BREAK RETURN FARES: CANCELLATION BY THE PASSENGER**

### **Prior to the time of check-in of the first leg**

9.1 Prior to the time of check-in of the first leg shown on the Ticket the following conditions apply:

- (a) If the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket prior to the time of check-in for the first service shown on the Ticket and the Passenger requests a reissue or a refund, the Passenger may:
  - (i) receive a full refund of the price paid by the Passenger for the Ticket in the event that the Passenger has a Standard Quick Break or Standard Quick Break Combo fare;
  - (ii) receive a full refund of the price paid by the Passenger for the Ticket less a cancellation fee of 20% of that price in the event that the Passenger has an Economy Quick Break or Economy Quick Break Combo fare;
  - (iii) receive a full refund of the price paid by the Passenger for the Ticket less a cancellation fee of 50% of that price in the event that the Passenger has a Saver Quick Break or Saver Quick Break Combo fare;
  - (iv) be issued with a substitute Ticket for the same services but departing at a different times to the extent that space is available for that particular fare type - provided that any reissues keep within the maximum return time conditions of the Quick Break fare;
  - (v) to the extent that the fare type shown on the Passenger's Ticket is not available, the Passenger be issued with a substitute ticket for a higher fare type for the same Ferry Service (but departing at a different time to that shown in the Ticket), to the extent that the space is available, on payment of an upgrade fee being the difference between the price paid for the Ticket and the price payable for the reissued ticket; or
- (b) If at any time after the time of check-in for the first sailing shown on the Ticket the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket, no refund is payable to the Passenger.

### **After the time of check-in of the first leg**

9.2 After the time of check-in of the first leg shown on the Ticket the following conditions apply:

- (a) If the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket after the time of check-in for the first service shown on the Ticket, no refund is payable to the Passenger.
- (b) If the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket after the time of check-in for the first service shown on the Ticket and the Passenger requests a reissue of the second leg, the Passenger may
  - (i) be issued with a substitute Ticket for the same service as the second leg shown on the Ticket, but departing at a different times to the extent that space is available for that particular fare type - provided that any reissues keep within the maximum return time conditions of the Quick Break fare;
  - (ii) to the extent that the fare type shown on the Passenger's Ticket is not available, the Passenger be issued with a substitute ticket for a higher fare type for the same Ferry Service (but departing at a different time to that shown in the Ticket), to the extent that the space is available, on payment of an upgrade fee being the difference between the price paid for the Ticket and the price payable for the reissued Ticket;

## **10. DAY EXCURSION RETURN FARES: CANCELLATION BY THE PASSENGER**

### **Prior to the time of check-in of the first leg**

10.1 Prior to the time of check-in of the first leg shown on the Ticket and then the following conditions apply:

- (a) If the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket prior to the time of check-in for the first service shown on the Ticket and the Passenger requests a reissue or a refund, the Passenger may:
  - (i) receive a full refund of the price paid by the Passenger for the Ticket in the event that the Passenger has a Standard Day Excursion or Standard Day Excursion Combo or an Easy Change Day Excursion fare;
  - (ii) receive a full refund of the price paid by the Passenger for the Ticket less a cancellation fee of 20% of that price in the event that the Passenger has an Economy Day Excursion or Economy Day Excursion Combo fare;
  - (iii) receive a full refund of the price paid by the Passenger for the Ticket less a cancellation fee of 50% of that price in the event that the Passenger has a Saver Change Day Excursion fare, or;
  - (iii) be issued with a substitute Ticket for the same services but departing at a different times to the extent that space is available for that particular fare type - provided that any reissues keep within the maximum return time conditions of the Day Excursion fare;
  - (iv) to the extent that the fare type shown on the Passenger's Ticket is not available, the Passenger be issued with a substitute ticket for a higher fare type for the same Ferry Service (but departing at a different time to that shown in the Ticket), to the extent that the space is available, on payment of an upgrade fee being the difference between the price paid for the Ticket and the price payable for the reissued ticket; or
- (b) If at any time after the time of check-in for the first sailing shown on the Ticket the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket, the Passenger cannot have the Ticket reissued and no refund is payable to the Passenger.

### **After the time of check-in of the first leg**

10.2 If after the time of check-in of the first leg shown on the Ticket, the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket, the Passenger cannot have the Ticket reissued and no refund is payable to the Passenger.

After the time of check-in of the first leg shown on the Ticket the following conditions apply:

- (a) If the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket after the time of check-in for the first service shown on the Ticket no refund is payable to the Passenger.
- (b) If the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket after the time of check-in for the first service shown on the Ticket and the Passenger requests a reissue of the second leg, the Passenger may
  - (i) be issued with a substitute Ticket for the same service as the second leg shown on the Ticket, but departing at a different times to the extent that space is available for that particular fare type - provided that any reissues keep within the maximum return time conditions of the Day Excursion fare;
  - (ii) to the extent that the fare type shown on the Passenger's Ticket is not available, the Passenger be issued with a substitute ticket for a higher fare type for the same Ferry Service (but departing at a different time to that shown in the Ticket), to the extent that the space is available, on payment of an upgrade fee being the difference between the price paid for the Ticket and the price payable for the reissued Ticket;

## **11. EASY CHANGE ONE WAY FARES: CANCELLATION BY THE PASSENGER**

- 11.1 If at any time prior to the time of check-in for the Ferry Service shown on the Ticket the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket and the Passenger requests a reissue or a refund, the Passenger may:
- (a) to the extent that the fare type and price shown on the Passenger's Ticket is available, be issued with a substitute ticket for the same Ferry Service (but departing at a different time from that shown in the Ticket); or
  - (b) to the extent that the fare type and price shown on the Passenger's Ticket is not available, the Passenger be issued with a substitute ticket for another Easy Change fare for the same Ferry Service (but departing at a different time to that shown in the Ticket), to the extent that the space is available, on payment of an upgrade fee being the difference between the price paid for the Ticket and the price payable for the reissued Ticket; or
  - (c) receive a full refund of the price paid by the Passenger for the Ticket.
- 11.2 If at any time after the time of check-in for the Ferry Service shown on the Ticket the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket, the Passenger cannot have the Ticket reissued and no refund is payable to the Passenger.

## **12. SAVER CHANGE ONE-WAY FARES: CANCELLATION BY THE PASSENGER**

- 12.1 If at any time prior to the time of check-in for the Ferry Service shown on the Ticket the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket and the Passenger requests a reissue or refund, the Passenger may:
- (a) to the extent that the fare type and price shown on the Passenger's Ticket is available, be issued with a substitute ticket for the same Ferry Service (but departing at a different time from that shown on the Ticket); or
  - (b) to the extent that the fare type and price shown on the Passenger's Ticket is not available, the Passenger be issued with a substitute ticket for another Saver Change fare or an Easy Change fare for the same Ferry Service (but departing at a different time to that shown in the Ticket), to the extent that the space is available, on payment of an upgrade fee being the difference between the price paid for the Ticket and the price payable for the reissued Ticket; or
  - (c) receive a 50% refund of the price paid by the Passenger for the Ticket.
- 12.2 If at any time after the time of check-in for the service shown on the Ticket the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket, the Passenger cannot have the Ticket reissued and no refund is payable to the Passenger.
- 12.3 If a Ticket has been reissued under clause 12.1(b) to an Easy Change fare and, at any time prior to the time of check-in for the Ferry Service shown on the reissued Ticket the Passenger advises the Carrier that the Passenger wishes to cancel the reissued Ticket, the Passenger shall be paid a refund of the price paid for the Ticket less a cancellation fee of 50% of the total price paid for the reissued Ticket.

## **13. ULTRA SAVER ONE-WAY FARES: CANCELLATION BY THE PASSENGER**

- 13.1 If at any time the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket, no refund is payable to the Passenger.
- 13.2 If at any time prior to the time of check-in for the Ferry Service shown on the Ticket the Passenger advises the Carrier that the Passenger requests a reissue, the Passenger may be issued with a substitute ticket for another Ultra Saver fare or a Saver Change or Easy Change

fare for the same Ferry Service (but departing at a different time to that shown in the Ticket), to the extent that the space is available, on payment of an upgrade fee being the difference between the price paid for the Ticket and the price payable for the reissued Ticket.

- 13.3 If at any time after the time of check-in for the Ferry Service shown on the Ticket the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket, the Passenger cannot have the Ticket reissued and no refund is payable to the Passenger.
- 13.4 If a Ticket has been reissued under clause 13.2 to another Ultra Saver fare or a Saver Change or Easy Change fare and, at any time prior to the time of check-in for the service shown on the reissued Ticket the Passenger advises the Carrier that the Passenger wishes to cancel the reissued Ticket, no refund is payable to the Passenger.

## **B. TRANZ METRO SUBURBAN RAIL SERVICES**

### **1. GENERAL**

- 1.1 Notwithstanding anything in this schedule, where a Passenger requests a refund or reissue of a Ticket and the circumstances applicable to the Ticket or the Passenger or any other matter are not specifically provided for in this schedule, the Passenger will not be entitled to any refund or reissue of the Ticket and shall have no further claim against the Carrier.

### **2. REFUND CONDITIONS**

- 2.1 Where a Passenger holds a Ticket, other than a monthly ticket, for travel on a City Rail service (and has not travelled on that service) and the Passenger advises the Carrier that the Passenger wishes to cancel the Ticket, the Passenger shall be paid a refund equal to the price paid by the Passenger to purchase the Ticket less a cancellation fee of 10% of that price, provided that no refund shall be payable where the Passenger advises of cancellation 18 months or more after the date of purchase of the ticket.
- 2.2 Where a Passenger holds a monthly Ticket and advises the Carrier that the Passenger wishes to cancel the Ticket, no refund shall be payable to the Passenger.