

THE GREAT JOURNEYS OF NEW ZEALAND CONDITIONS OF CARRIAGE

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1. INTRODUCTION

- 1.1 KiwiRail Limited, trading as The Great Journeys of New Zealand (“us” or “we”), operates the Services. These Conditions of Carriage apply to all passenger travel and/or carriage of passenger’s private vehicles with us on our Services, except as expressly provided on a Ticket, or where such travel relates to the carriage of freight or commercial vehicles. For terms and conditions relating to the carriage of freight and/or commercial vehicles, please refer to the [rail freight website](#) or the [Interislander freight website](#).
- 1.2 Zero Harm: Your safety is our priority. We strive to achieve zero harm across all our Services. When travelling on any of our Services, it is imperative in the interest of yours and others’ safety that you follow all instructions of our staff or crew and that your behaviour does not cause risk or discomfort to any other person.

2. INTERPRETATION

2.1 Definitions

In these Conditions, unless the context otherwise requires:

“**Actual Carrier**” has the meaning given to that phrase in section 246 of the Contract and Commercial Law Act 2017.

“**Authorised Agent**” means a sales agent who has been engaged by us from time to time to sell Tickets on our Services.

“**Baggage**” means your articles, effects and other personal property accompanying you on your journey. Unless otherwise specified, it includes both your Checked Baggage and Hand Baggage.

“**Checked Baggage**” has the meaning given to that phrase in section 246 of the Contract and Commercial Law Act 2017.

“**Check In Time**” means the time prior to departure of the scheduled Service by when a passenger must have presented their Ticket and Baggage for travel with us.

“**Conditions**” means these Conditions of Carriage, as amended from time to time.

“**Dangerous Goods**” means any substances or goods that we consider dangerous or hazardous and includes hazardous substances (as that phrase is defined in the Hazardous Substances and New Organisms Act 1996) and all substances and goods designated as Dangerous Goods in any schedule issued by us from time to time.

“**Fare Conditions**” means the transfer, refund and reissue conditions applicable to a Ticket, as set out on our website.

“**Hand Baggage**” has the meaning given to that phrase in section 246 of the Contract and Commercial Law Act 2017.

“**Law**” means all statutes, regulations, rules, bylaws, ordinances, orders, and all other requirements or conditions, that apply to the issue of a Ticket, our provision of a Service, or your travel on any Service under these Conditions.

“**Loyalty Scheme**” means any loyalty scheme offered by or on behalf of KiwiRail Limited from time to time and specified on The Great Journeys of New Zealand website.

“**Passenger**” means any person, except a member of the crew, carried or to be carried on any of our Services pursuant to a Ticket. (See also definition of “you” or “your”.)

“**Property**” has the meaning given to “goods” in section 246 of the Contract and Commercial Law Act 2017 and, for the avoidance of doubt, includes any vehicles and Baggage.

“**Services**” means the train and ferry passenger services we operate, including the [Coastal Pacific](#), [Northern Explorer](#), [TranzAlpine](#), and [Interislander](#), and any other service provided by us relating to or incidental to those services, including any replacement service provided by us or any Actual Carrier.

“**Ticket**” includes any valid ticket, document, booking confirmation, voucher, pass, booking number, or any electronic record of the same, issued by us or any of our Authorised Agents, which entitles the named person(s) to be carried on a 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.

“**You**” or “**your**” means any person, except members of our staff or crew, carried, or to be carried on any of our Services pursuant to a Ticket (see also definition of “Passenger”).

2.2 Interpretation

- (a) Headings contained in these Conditions are for reference purposes only.
- (b) Words in the singular include the plural (and vice versa).
- (c) “Including” and similar words do not imply any limitation.
- (d) References to clauses are to clauses in these Conditions.

2.3 Governing law

These Conditions are governed by New Zealand law. New Zealand courts have non-exclusive jurisdiction.

3. BUYING A TICKET

- 3.1 You can purchase a Ticket for any of the Services [online](#), or through any of our Authorised Agents.

- 3.2 We offer a range of fares across our Services. Fares and Fare Conditions are as set out on our website and may change from time to time. Fare Conditions for a Ticket may be set out on the Ticket. See **REFUNDS AND REISSUES** below for more information.
- 3.3 We will need to collect some personal information from you about you and other Passengers travelling to complete the booking. We are committed to protecting the privacy of our Passengers and will not ask for information we do not need. We will collect, use and retain personal information in accordance with our [Privacy Policy](#).
- 3.4 Once you have finalised your purchase, you will receive a Ticket. Any person named on the Ticket is entitled to passage on the Service named on the Ticket, provided the person complies with these Conditions.
- 3.5 Tickets are not transferable to another person.

4. LOYALTY SCHEMES

- 4.1 From time to time, we may offer a Loyalty Scheme entitling members to privileged or concessionary benefits. To obtain the benefits of membership, you will be required to provide proof of your membership. The terms of conditions of the Loyalty Scheme will be set out on our website.

5. REFUNDS AND REISSUES

- 5.1 Refunds or Ticket reissues will be made in accordance with Fare Conditions, the provisions of this clause 5 where applicable, or as otherwise published by us from time to time.
- 5.2 We may from time to time need to cancel a Service, and the terms of cancellation will be set out on our website. If you purchased your Ticket through an Authorised Agent, the terms and conditions you entered into with that Authorised Agent will apply in respect of any refund.
- 5.3 If we, in good faith, refund or reissue a Ticket to someone who holds themselves out as being entitled to a refund or reissue, we are discharged from any further liability in relation to the Ticket to refund or reissue to any other person.

6. JOURNEYS - SCHEDULES AND DEPARTURES

- 6.1 We do not guarantee our schedules, departure times, or the duration of journeys. These are all subject to change and may be affected by weather conditions and other factors outside of our reasonable control.
- 6.2 We are not liable to you or anyone else for loss suffered as a result of any Service's late or early departure or arrival, or the cancellation or replacement of any scheduled Service. See **OUR LIABILITY TO YOU** below for more information.

7. BOARDING YOUR SERVICE

- 7.1 You must arrive at the terminal or station for check in no later than the Check in Time. If you do not report for check in by the Check In Time, you may be denied passage on the Service (in which case any refund or reissue of a Ticket is at our discretion).
- 7.2 You must provide your booking number when checking in. We may also ask you to present your Ticket and suitable photo ID.
- 7.3 We may issue you a boarding pass when you complete check in, in which case you must present this boarding pass when boarding the Service you are travelling on.
- 7.4 You must comply with these Conditions and the Law and follow all instructions of our staff when boarding and disembarking, and while on board, the Service you are travelling on.

8. CHECKED BAGGAGE AND HAND BAGGAGE

- 8.1 We will carry your Baggage at our absolute discretion, and may refuse to carry any Baggage, including where you are carrying Dangerous Goods and have not complied with the requirements of the **DANGEROUS GOODS CONDITIONS** below.
- 8.2 Details of the maximum Checked Baggage and Hand Baggage allowance per Passenger on your Service is set out on our website. We reserve the right to refuse to carry any Baggage that exceeds this allowance.
- 8.3 Oversize or overweight Baggage may, at our discretion, be carried at an additional charge. Charges for oversize or overweight Baggage applicable to the Service you are travelling on will be set out on our [Baggage Allowance](#) webpage.
- 8.4 Your Baggage must be fit for carriage. If your Baggage is not fit for carriage in our reasonable opinion when you are checking in or boarding, we may refuse to carry it.
- 8.5 We may inspect your Property (including any Baggage) for reasons of health, safety and security, including to check whether your Property contains Dangerous Goods or any arms or munitions, and whether you have complied with these Conditions and any applicable Law.
- 8.6 Unclaimed Property:
- (a) If any Hand Baggage or other Property is not removed, or any Checked Baggage is not collected from a Service at its destination within a reasonable time, we may land or store that unclaimed Property at the Passenger's and owner's risk and at the Passenger's expense.
 - (b) After a reasonable period of time we may, to the extent and in the manner permitted by the Contract and Commercial Law Act 2017, sell, destroy or otherwise dispose of the unclaimed Property.

9. TRAVELLING WITH VEHICLES AND BICYCLES, E-CYCLES AND E-SCOOTERS

Travelling with bicycles, e-Cycles and e-Scooters

- 9.1 Carriage of bicycles, e-Cycles and e-Scooters on our Services is at our discretion and subject to our booking procedures, including the terms of clause 9.2. Damaged e-Cycles and e-Scooters will not be carried.
- 9.2 If you are travelling with a bicycle, e-Cycle or e-Scooter you must follow all instructions from us, including the instructions of our staff or crew during check-in. If you do not do so we may be unable to carry your bicycle, e-Cycle or e-Scooter on board.

Travelling with vehicles on Interislander Services only

- 9.3 Carriage of vehicles on an Interislander Service is at our discretion. We may refuse carriage if we consider a vehicle to be insecurely loaded, or otherwise in our opinion unsuitable or unsafe for carriage.
- 9.4 When you check in, we may reassess the classification (type, width, length or weight) of any vehicle, and changes may be made to the fare charged. Any increase in fare must be paid before the vehicle is loaded onto the ship.
- 9.5 You must follow all our instructions in relation to boarding, parking, securing and disembarkation of vehicles, including all motorcycles. You must also comply with any applicable **DANGEROUS GOODS CONDITIONS** below.
- 9.6 It is your responsibility to drive your vehicle on and off the ship. However, in an emergency, we may drive your vehicle (for which there may be a charge).
- 9.7 All vehicles must have the parking brake applied and be left in park while on board the ship. Alarms must be turned off for the duration of the journey. You must always lock your vehicle and keep the keys with you while on board the ship.
- 9.8 We may drive, tow, or load a vehicle onto, or remove a vehicle from, a ship where we believe this is necessary to protect any persons, or the property of us or any person, or to ensure efficient loading of the ship.
- 9.9 We will only carry trailers and caravans that are towed by another vehicle. All trailers and caravans must remain coupled to the towing vehicle when parked.
- 9.10 Every vehicle carried on the ship on its own wheels must display a current registration licence issued under the Transport (Vehicle and Driver Registration and Licensing) Act 1986.
- 9.11 You must not stay with your vehicle while the ship is sailing. Once you have parked and secured your vehicle, you must move to the Passenger accommodation area of the ship.
- 9.12 We may inspect your vehicle, or any other Property for reasons of health, safety and security and to check whether you have complied with all relevant conditions relating to that vehicle or Property.

10. TRAVELLING WITH ANIMALS

Assistance dogs

- 10.1 You must let us know if you will be travelling with a registered assistance dog when you make your booking.
- 10.2 You may travel with your registered assistance dog on any of our Services, subject to our reasonable requirements. Assistance dogs in training and their trainers may also travel on the Services.

Other animals on Interislander Services only

- 10.3 Other dogs, cats, and small domestic pets ("**animals**") may not be carried on any Service other than on an Interislander Service and at our discretion. We may refuse to carry any animal, including where we believe them to be sick, wild, unmanageable or fierce.
- 10.4 You must make prior arrangements with us if you wish to carry an animal.
- 10.5 Animals must be left securely in a sufficiently ventilated vehicle throughout the journey, unless otherwise arranged with us in accordance with clause 10.6.
- 10.6 Kennels may be available for hire and must be booked in advance.
- 10.7 You must not visit your animal during the sailing.
- 10.8 We will comply with our Animal Welfare Policy but we otherwise accept no responsibility for any injury, sickness or death suffered by the animal as a result of carriage or any failure to carry any animal (whether through the exercise of our discretion or otherwise).
- 10.9 It is your responsibility to ensure that your animal is well fed, watered and exercised prior to boarding.

11. DANGEROUS GOODS CONDITIONS

- 11.1 Dangerous Goods may not be carried on any of the Services except as set out in this clause 11.
- 11.2 Carriage of Dangerous Goods may be permitted on an Interislander Service only, and at our discretion. If we accept your Dangerous Goods for carriage, you must comply with this clause 11.
- 11.3 You may not carry Dangerous Goods on board a Service as Hand Baggage. Dangerous Goods must either be stored securely in a vehicle or carried as Checked Baggage.
- 11.4 You must make prior arrangements with us for the carriage of Dangerous Goods where we have specified this requirement in our [Dangerous Goods Guidelines](#). Please check with us if you have any doubts about the Dangerous Goods you are carrying.
- 11.5 You must provide us with any declaration requested by us or required by Law in relation to the Dangerous Goods.

- 11.6 You must pack, label and load the Dangerous Goods in accordance with our [Dangerous Goods Guidelines](#), any Law applicable to the carriage of Dangerous Goods and any applicable code of practice.
- 11.7 You must mark or label each receptacle or container containing Dangerous Goods or document relating to Dangerous Goods with the correct technical name of the Dangerous Goods and identify each receptacle or container with a distinctive label or stencil which makes its dangerous nature obvious.
- 11.8 You must ensure that Dangerous Goods and documents relating to their carriage comply with the Hazardous Substances and New Organisms Act 1996, the Health and Safety at Work (Hazardous Substances) Regulations, International Maritime Dangerous Goods Code (IMDG) (which is contained within the International Maritime Organisation Regulations) and any Other other law applicable Law. Further information is available on our [Interislander freight website - link to <https://www.greatjourneysofnz.co.nz/interislander/commercial/interislander-freight/dangerous-goods/>].
- 11.9 If you breach the terms of this clause 11 and we suffer any loss as a result of such breach, we may hold you responsible for the full extent of our loss.

12. ARMS OR MUNITIONS

- 12.1 Arms or munitions may be carried on a Service at our discretion, and subject to the conditions of this clause 12.
- 12.2 You must present any arms or munitions to us when you check in. If we accept your arms or munitions for carriage on a Service, we will take custody of them until arrival at the Service's destination.
- 12.3 All arms must have their bolts removed (where applicable) and must otherwise be rendered inoperable to the maximum extent possible.

13. SMOKING AND ALCOHOL

- 13.1 You must not smoke anywhere on board our Services except in designated smoking areas on an Interislander Service.
- 13.2 You must not bring your own alcohol on board our Services. If you are transporting any alcohol it must be carried in your Checked Baggage, or in the case of travel on the Interislander, your vehicle.

14. OUR RIGHT TO REFUSE CARRIAGE

- 14.1 We have the right to refuse to carry you or your Property on any of our Services (including the right to cancel a Ticket or terminate your journey early) where it is reasonably necessary for the safety or comfort of other Passengers, staff, or members of the public, or where you have breached these Conditions or any Law.

- 14.2 The only recourse of a person refused carriage, for any reason, is the recovery of the value of the unused portion of the Ticket, at our reasonable discretion.

15. OUR LIABILITY TO YOU

Limitation of liability for goods

- 15.1 We are not liable to you in respect of a unit of goods for any amount in excess of actual loss. We are not liable for any such actual loss in excess of the sum provided in section 259 of the Contract and Commercial Law Act 2017.
- 15.2 Our liability to you is further limited, or excluded, where you have not complied with any of these Conditions, including where you (with or without our knowledge):
- (a) fail to lock a vehicle, or fail to remove, tie down, or secure loose equipment or Property on a vehicle;
 - (b) fail to do all the things that a prudent owner of a vehicle or other Property would do to that vehicle or Property to minimise the risk of loss of, or damage to, or theft of, that vehicle or Property;
 - (c) include in your Property fragile or perishable articles, money, jewellery, silverware, negotiable papers, securities or other valuables, passports, or other identification papers; or
 - (d) fail to keep your Hand Baggage secure or fail to remove your Hand Baggage from the Service.

No liability for indirect or consequential loss

- 15.3 We are not liable for any indirect or consequential loss or damage arising out of or in respect of any of our Services. Any liability specified in section 259(3)(b) and (c) of the Contract and Commercial Law Act 2017 is specifically excluded, whether in respect of the carriage of a Passenger, Property, or otherwise. Without limiting the above, we are not liable for indirect or consequential loss or damage arising from –
- (a) in relation to an Interislander Service, unseaworthiness of a ship (whether the condition exists before or arises during carriage);
 - (b) delay in delivery of any Passenger or Property for any reason;
 - (c) damage to Property from leakage, explosion, stains, soot or the effects of climate or the elements; or
 - (d) damage to Property of any Passenger where such damage arises out of the actions or omissions of any other Passenger.

Contributory negligence

- 15.4 If there is contributory negligence on the part of the Passenger, our liability is subject to the law relating to contributory negligence.

No liability for personal injury

- 15.5 You use our Services at your own risk. We are not liable to Passengers in relation to the use or provision of a Service for any personal injury as defined in the Accident Compensation Act 2001, including death, physical injuries or mental injuries.

Delays, deviations, cancellations and changes

- 15.6 All timetables, schedules or other representations regarding the departure and arrival times of our Services are an indication only and do not bind us, and are subject to change without notice. We:
- (a) will use all reasonable efforts to carry a Passenger and Property in accordance with that Passenger's Ticket and on time, but the time of departure or arrival of any Service is at our discretion and will depend upon the operating situation. We do not assume responsibility for a Passenger and/or Property making connections for other travel arrangements, or for meeting any appointment, engagement, deadline or any other obligation;
 - (b) are 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 (including any action under clause 14) and any circumstances not reasonably foreseeable by us, or beyond our reasonable control, or any other cause.

Securing devices

- 15.7 To reduce the likelihood of loss or damage during a journey, we may use securing devices to stabilise or secure any Property.
- 15.8 We are not liable for any loss or damage to any Property, if that loss or damage is caused by the chafing or moving of securing devices attached to prevent loss or damage.
- 15.9 In attaching or fitting securing devices, we are not required to take into account the special requirements of any Property. Any special requirements will only be catered for at our absolute discretion and by prior arrangement.

Compliance with laws

- 15.10 You must comply with all Law applicable to any of our Services. We are not liable for any loss or damage arising from your failure to comply with any such Law or from what we reasonably believe is necessary to comply with any such Law.

Errors, omissions and representations

- 15.11 We are not liable for errors or omissions in publications of schedules or in statement, or representations made by any of our employees, agents or representatives in respect of any of our Services.

- 15.12 None of our agents, employees or representatives has the authority to give undertakings or make representations in relation to the provision or timing of any of our Services that are inconsistent with these Conditions. Any such undertakings or representations will not bind us, except where we provide our prior confirmation in writing.

Extension of exclusion or limitation to agents, etc

- 15.13 Any exclusion or limitation of our liability applies to and for the benefit of our 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 us, the Actual Carrier and their employees, agents and representatives will not exceed the maximum amount of our liability.

Notice of claim

- 15.14 Notice of any claim against us in respect of the loss of or damage to Property carried on our Services must be given to us in writing within 30 days after the date on which our responsibility for that Property has ended and in accordance with sections 274 to 277 of the Contract and Commercial Law Act 2017.