Capital Connection Commuter Rail Service
Conditions of Carriage – KiwiRail Holdings Limited

1. APPLICATION OF CONDITIONS

1.1 Thank you for using our Services. These conditions of carriage (**Conditions**) apply to the Capital Connection Passenger Service and to any person on the Passenger Service even if that person does not hold a Valid Rail Ticket. In the case of a Passenger Service provided other than by rail, for example by substitute bus, these Conditions must be read with any modifications as are reasonably necessary for the application of these Conditions to such Passenger Service.

1.2 When we refer to the Operator, we mean KiwiRail Holdings Limited, which trades as Great Journeys New Zealand, and we provide the Passenger Service.

1.3 Travel using the Passenger Service is only permitted with a Valid Rail Ticket. A Customer must not use the Passenger Service unless accompanied by a Valid Rail Ticket issued in accordance with these Conditions. The Operator's representatives may carry out full ticket checks on board any Passenger Service. A Customer must, if required by the Operator's representative, show a Valid Rail Ticket for travel. Valid Rail Tickets are not transferable to another person.

1.4 Your safety is our priority. When travelling on any of Passenger Service, it is imperative in the interest of a Customer's and other Customers' safety that the Customer follows all instructions of the Operator's staff or crew and that the Customer's behaviour does not cause risk or discomfort to any other person.

2. DEFINITIONS

2.1 In these Conditions:

(a) **Accompanied Item** means any luggage, property, equipment or item that a Customer takes onboard a Passenger Service, and accompanies them throughout that Passenger Service journey;

(b) **Capital Connection Website** means www.greatjourneysnz.com/capital-connection/;

(c) **Conditions** has the meaning given to that term in section 1;

(d) **Customer** means a person on the Passenger Service who holds, or is required to hold, a Valid Rail Ticket;

(e) **Gang Insignia** means:

(i) a sign, symbol, or representation commonly displayed to denote membership of, an affiliation with, or support for a gang, not being a tattoo; and

(ii) includes any item of clothing (including but not limited to patches, jackets, jerseys, hoodies, T-shirts, singlets, hats, motorcycle leathers) to which a sign, symbol, or representation referred to in paragraph (a) is attached.

(f) **Assistance Dog** means a disability assistance dog certified under the Dog Control Act 1996 used for sight, hearing, mobility, epilepsy or any other disability assistance, and any assistance dogs in training;

(g) **Operator** means KiwiRail Holdings Limited, its employees, agents, contractors, or successors;

(h) **Passenger Service** means the Capital Connection commuter train service conducted by the Operator that travels between Palmerston North and Wellington, and includes any service normally provided by a train that is provided using an alternative mode of transport;

(i) **Valid Rail Ticket** means a paper ticket (including ten trip pass and monthly pass) purchased from the Operator's designated staff or any designated ticket seller (refer to our Capital Connection Website for details).

3. INTERPRETATION

3.1 In these Conditions, unless the context otherwise requires:

(a) headings are for convenience only and do not affect the interpretation of these Conditions;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency;

(e) a reference to a section or schedule is to a section or schedule of these Conditions. Each schedule forms part of these Conditions;

(f) a reference to any statute, regulation, proclamation, order in council, ordinance, by-law or rule, includes all statutes, regulations, proclamations, orders in council, ordinances, bylaws or rules varying, consolidating, re- enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, orders in council, ordinances, by-laws or rules issued under that statute;

(g) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document;

(h) a reference to a person includes that person's executors, administrators and successors;

(i) the term includes or including (or any similar expression) is deemed to be followed by the words "without limitation"; and

(j) other parts of speech and grammatical forms of a word or phrase defined in these Conditions have a corresponding meaning.

4. ACCOMPANIED ITEMS AND LOST PROPERTY

4.1 The following conditions apply to Accompanied Items:

(a) All Accompanied Items are carried under the conditions set out in section 268 of the Contract and Commercial Law Act 2017.

(b) Large items, including bicycles and other personal mobility devices, may only be carried if there is room for them on a Passenger Service. These items must not block exit ways, including doorways and passages. Large items, including bicycles must be placed in the area designated within the Passenger Service for that purpose.

(c) The Operator may refuse to carry large items on any Passenger Service where, in the opinion of the Operator, the carriage of these large items may cause danger, discomfort or inconvenience to other Customers. Large items cannot be carried on Passenger Service replacement bus services.

(d) A Customer on station property or on a Passenger Services must not convey or bring, or attempt to convey or bring, anything that could injure or endanger another person or damage property e.g. petrol, fuel containers, firearms, ammunitions, weapons, explosives, fireworks, corrosive chemicals, pesticides, biocides, poisons, compressed gas cylinders, anything containing radioactive materials, other dangerous goods, etc.

(e) We may inspect your Accompanied Items (including any luggage or hand baggage) for reasons of health, safety and security, including to check whether your property contains dangerous goods or any firearms, ammunitions or weapons, and whether you have complied with these Conditions and any applicable Law.

(f) The Operator will give reasonable assistance to Customers who require it. However, they are not expected to lift any item heavier than 15kg, or which is bulky or difficult to lift, or which presents a risk of injury to the Operator.

4.2 Luggage and Hand Baggage

(a) Customers may take luggage, hand luggage and small articles on Passenger Services without charge. Any article which is offensive, or which may in the opinion of the Operator cause danger, discomfort or inconvenience to other Customers is not permitted. The Operator will not accept property for carriage on a Passenger Service unless it is accompanied by a Customer.

(b) Baggage allowance is two items per person, maximum weight 20kg per item.

(c) Size must be no more than 200 linear cm (height plus length plus width).

(d) Hand baggage may be taken to your seat, while larger items will be stored in the onboard luggage racks located at the end of each carriage.

4.3 Privately owned personal mobility devices

(a) Privately owned personal mobility devices e.g. wheelchairs (powered and nonpowered), scooters (including e-scooters), bicycles (including e-bikes)and skateboards (including powered skateboards) are permitted onboard trains, subject to available space on the Passenger Service.

(b) Where privately owned personal mobility devices are brought onto a Passenger Service parking brakes are to be applied, the device is to be switched off, and folded where applicable.

4.4 Commercial (hire) personal mobility devices e.g. hire bikes and hire e-scooters are not allowed onboard any Passenger Services.

4.5 Other items and devices

(a) Prams, pushchairs, baby carriages, wheelchairs and similar items may be carried on a Passenger Service at any time without charge, provided that the safety or comfort of other Customers is not affected, are able to be carried by the Customer and subject to available space on the Passenger Service. The Operator is not obliged to lift / manoeuvre wheelchairs, prams or other heavy items.

4.6 Animals

(a) Assistance Dogs can always be carried free of charge on all Passenger Services.

(b) Other dogs, cats, pets and other domestic animals may not be carried on any Passenger Service

4.7 Lost or Unclaimed Property

(a) The Operator is not responsible for any lost property on a Passenger Service. Visit our Capital Connection Website for further information on lost property.

(b) If any luggage, hand baggage or other property is not removed at its destination within a reasonable time, we may store that unclaimed property at the Customer's and owner's risk and at the Customer's expense.

(c) 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.

5. INFORMATION

5.1 The Operator will be entitled, and the Customer consents, to the use of any of the Customer's personal information obtained in relation to a Customer's use of any Passenger Service, collected directly from the Customer for any purpose associated with the operation and improvement of the Passenger Services, marketing and promotion of the Operator and any other administrative purpose in accordance with the Privacy Act 2020. The Operator may disclose any such information to any of its subsidiaries, associated companies, regional councils and/or government agencies, third party service providers or any other person engaged in business operations with the Operator from time to time as necessary for business purposes to the extent permitted by, or as required under the Privacy Act 2020.

5.2 Personal information collected, stored, used and disclosed by the Operator will be collected, stored, used and disclosed in accordance with the Privacy Act 2020, and the Operator's Privacy Policy (available at: http://www.kiwirail.co.nz).

5.3 Passenger Services and station property may be monitored by CCTV cameras. CCTV images are recorded for crime prevention and detection, for use in legal proceedings, and to assist with public safety, and may be passed to the New Zealand Police or other authorities.

6. CUSTOMERS

6.1 Each Customer must comply with any notice or instruction given by the Operator concerning Customer conduct or the operation of any Passenger Service. Customers may only travel in areas of the Passenger Service designated by the Operator. When on a Passenger Service, a Customer must always:

(a) act in a safe and responsible manner;

(b) co-operate with, and observe all instructions from, the Operator;

(c) follow all signs and obey all notices;

(d) when travelling with children: Children (14 years and under) must be accompanied by an adult that is over 18 years old. Children aged 15 to 18 years may travel alone with parent/guardian permission;

(e) use headphones when listening to personal audio devices to ensure other passengers are not disturbed;

(f) refrain from smoking, vaping or taking drugs;

(g) must not put feet/shoes on seats;

(h) must not consume alcohol, except for alcohol that has been purchased onboard from the café carriage;

(i) must not use bicycles, roller skates, roller blades, scooters, skateboards or other similar equipment while boarding or onboard the train;

(j) must not be accompanied by any animal (other than an Assistance Dog);

(k) must not interfere with or use emergency equipment or emergency exits except in an emergency;

(l) must not behave in an unsafe, noisy, violent or antisocial manner, including ensuring that music, radios and audio devices are used with headphones so as not to disturb other passengers;

(m) must not evade or attempt to evade payment of a Passenger Service fare for which the Customer is liable;

(n) must not wear or display Gang Insignia;

(o) must not litter, tamper with or damage any property of the Operator;

(p) must not carry any firearms, ammunitions, weapons or any noxious or illegal substances or dangerous goods; or

(q) must not commit any crime.

7. REFUSAL TO CARRY

7.1 The Operator and its representatives may refuse to carry a Customer or any property, refuse carriage under a Valid Rail Ticket, require a Customer to immediately disembark a Passenger Service at a station or involve the Police when, in the exercise of its reasonable discretion, the Operator decides that:

(a) the action is necessary for reasons of safety; for example, but not limited to any item that is or may cause, a hazard, including any item that contains flammable liquid such as petrol or diesel, is leaking any fluid, or includes damaged batteries (e.g., exposed components/smouldering/sparking);

(b) the action is necessary to prevent violation of any law;

(c) the conduct, age, mental or physical state, nature or condition (including intoxication) of a Customer or persons under the control of the Customer or the Customer's property, as applicable, may:

(i) require the special assistance of the Operator; or

(ii) cause inconvenience, discomfort or objection to another Customer; or

(iii) involve any hazard or risk to that Customer or property or to any other person or property; or

(iv) the person does not have a Valid Rail Ticket or has previously defrauded the Operator;

(d) the action is necessary owing to the failure by a person to observe the instructions of the Operator;

(e) the safety of the Operator, staff, contractors or other Customers is, or may be, threatened;

(f) the Customer appears to be under the influence of alcohol or drugs, is in (or is carrying any item that is in) a filthy condition, is smoking or is littering;

(g) the Customer is abusive towards, the Operator, staff, contractors or other Customers including by swearing or using racist or other inflammatory language or threats;

(h) the Customer is noisy or violent or is disturbing the peace;

(i) the Customer is carrying a firearm, ammunition, weapon or any noxious or illegal substance or dangerous goods;

(j) the Customer is accompanied by an animal (other than an Assistance Dog);

(k) the Customer has (or has previously) vandalised a Passenger Service or any other station property or other equipment used by the Operator;

(l) the Customer is wearing or displaying Gang Insignia and refuses to remove them or stow them in their baggage;

(m) the Customer has evaded, or is attempting to evade, a fare; or

(n) the Customer is in breach of these Conditions, including those outlined in Section 6.

8. LIABILITY

8.1 Nothing in these Conditions affects a Customer's rights under New Zealand's consumer laws, being the Consumer Guarantees Act 1993 and the Fair Trading Act 1986.

8.2 A Customer has rights and remedies under the Consumer Guarantees Act 1993 where the Passenger Service does not operate as they should. Nothing in this clause 8 affects any rights a Customer may have under the Consumer Guarantees Act 1993, but there are circumstances where the Operator will not generally be liable to the Customer. We explain these below.

8.3 Subject to any rights a Customer may have under the Consumer Guarantees Act 1993, the Operator will not be liable to a Customer for:

(a) any loss, damage or delay caused by or arising from an event beyond the reasonable control of the Operator, including any inevitable accident, adverse weather, flood, riot, civil commotion, strike, lock-out, stoppage or restraint of labour, regardless of the cause and whether partial or general; or

(b) any loss, damage or delay where the Operator provides the Services with reasonable care and skill, including for unforeseeable, indirect or consequential loss or damage arising out of or in respect of the Passenger Service;

(c) for any personal injury as defined in the Accident Compensation Act 2001, including death, physical injuries or mental injuries; and

(d) for any damage to Customer's property from leakage, explosion, stains, soot or the effects of climate or the elements.

8.4 Customers use the Passenger Services at their own risk and (to the extent permitted by law) the Operator will not be responsible for any loss, damage, cost, expense or injury suffered by Customers, or for any loss or damage to a Customer's property, resulting in any way from the use of the Passenger Services. Without limiting the foregoing:

(a) The Operator may use any mode of transport to carry Customers and may substitute the mode of transport used at any time, including during a journey.

(b) The Operator may vary or cancel wholly or in part the scheduled services shown in the Operator's timetables or may vary the point at which Customers are able to embark or disembark Passenger Services.

(c) The Operator does not guarantee the time of arrival or departure of its Passenger Services at the times published in any timetable for the Passenger Services. All timetables, schedules or other representations regarding the arrival or departure times of our Services are an indication only and do not bind us, and are subject to change without notice. Subject to any rights a Customer has under the Consumer Guarantees Act, the Operator does not assume responsibility for a Customer making connections for other travel arrangements, or for meeting any appointment, engagement, deadline or any other obligation and the Operator is not liable to a Customer or any other person:

(i) for any consequences arising from any variation or delay in the time of arrival or departure from any station or stop of any train or vehicle; or

(ii) for any loss or damage as a result of a cancellation or any variation of the time of arrival or departure from any station or stop of any train or vehicle.

(d) The Operator does not guarantee the availability to any Customer of any seat or any specific area within a Passenger Service.

(e) Valid Rail Tickets are subject to any alteration which the Operator may make to the Passenger Service to which that Valid Rail Ticket relates during the currency of the Valid Rail Ticket and the holder of the Valid Rail Ticket is not entitled to any allowance or compensation due to any change in the time or location of the Passenger Service or any reduction in the Passenger Service.

(f) The Operator is not required to refund money or to make any other allowance to a Customer:

(i) because of a subsequent reduction in the rate for that Valid Rail Ticket type; or

(ii) who is unable to fully utilise their Valid Rail Ticket for any reason.

8.5 The Customer will be liable for any loss, damage or cost suffered or incurred by the Operator as a direct or indirect result of the Customer breaching any obligation under these Conditions, including (without limitation) any obligation relating to Pets accompanying a Customer.

8.6 The Operator is not liable for any loss or damage to a Customer's property in excess of NZD$2,000 in accordance with section 259 of the Contract and Commercial Law Act 2017. The Operator's liability for loss or damage to property may be further limited if the Customer does not comply with these Conditions or the Customer fails to take steps to eliminate the risk of loss, damage, or theft of the Customer's property, for example where the Customer:

(a) include in their property fragile or perishable articles, money, jewellery, silverware, negotiable papers, securities or other valuables, passports, or other identification papers; or

(b) fails to keep their Hand Baggage secure or fails to remove their Hand Baggage from the Passenger Service.

8.7 Notice of any claim against the Operator in respect of the loss of or damage to a Customer's property carried on a Passenger Service must be given to the Operator in writing within 30 days after the date on which the Operator's responsibility for that property has ended and in accordance with sections 274 to 277 of the Contract and Commercial Law Act 2017.

8.8 If a Customer contributes to any loss or harm they suffer, the Operator's liability to that Customer may be limited, for example where the Customer has acted negligently or in breach of these Conditions.

8.9 If the Customer is in trade (as defined by the Consumer Guarantees Act 1993) and are acquiring the Passenger Services in trade, to the extent permitted by law, the Customer agrees that the Consumer Guarantees Act 1993 does not apply to the supply of those Passenger Services.

9. COMPLIANCE WITH LAWS

9.1 Customers must comply with all laws applicable to the Passenger Service. The operator will not be liable for any loss or damage arising from a Customer's failure to comply with any such laws or from what the Operator reasonably believes is necessary to comply with any such laws.

10. ERRORS, OMISSIONS AND REPRESENTATIONS

10.1 The Operator works hard to make sure any information the Operator provides to Customers, whether it is a direct communication or anything the Operator publishes on its website, is accurate and up to date. This includes information about the Passenger Service, schedules and departure times. However, errors or omissions can occur despite the Operator's best efforts. When these happen, the Operator will do its best to correct them as quickly as possible. However, the Operator will not typically be liable for errors or omissions where they are outside the Operator's reasonable control, such as where they are caused by third parties.

11. GENERAL

11.1 Except as expressly provided in these Conditions or in the conditions attached to any Valid Rail Ticket, all Valid Rail Tickets are issued and all Passenger Services are performed, subject to:

(a) the extent applicable in each case, subpart 1 of part 5 of the Contract and Commercial Law Act 2017, the Railways Act 2005 and the Human Rights Act 1993;

(b) the Land Transport Act 1998;

(c) all other laws, conditions and any license applicable to carriage under a Valid Rail Ticket;

(d) these Conditions; and

(e) all other conditions, regulations and information appearing on a Valid Rail Ticket.

11.2 If there is any conflict between these Conditions and the conditions or information printed on a Valid Rail Ticket, these Conditions prevail

11.3 These Conditions are intended to be for the benefit of, and enforceable by, the Operator for the purposes of subsection 1, part 2 of the Contract and Commercial Law Act 2017.

12. OVERRIDING LAW

12.1 If any provision 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 applicable as part of these Conditions to the extent that it is not in conflict with the law. The invalidity of any provision does not have the effect of invalidating any other provision of these Conditions.

13. NO WAIVER

13.1 Nothing in these Conditions represents a waiver by the Operator of any statutory or other legal right, immunity, exception, limitation or protection.

14. NEW ZEALAND LAW

14.1 These Conditions are governed by New Zealand law. Any proceedings relating in any way to these Conditions or to any Passenger Service must be brought in a court of competent jurisdiction in New Zealand.

15. AMENDMENT TO THESE CONDITIONS

15.1 These Conditions may be amended without prior notice by the Operator at any time. Any amendments to these Conditions are valid and effective from the time that they are published on the Operator's website (http:// www.greatjourneysnz.com/capital-connection/).

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