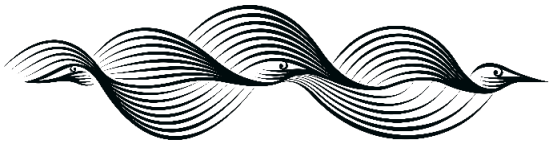
GREAT JOURNEYS NEW ZEALAND and INTERISLANDER CONDITIONS OF CARRIAGE



GREAT JOURNEYS
NEW ZEALAND
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interislander

1. INTRODUCTION

1.1 Thank you for using our Services. These Conditions of Carriage apply to all individuals who use our Services for their own personal use. We refer to individuals using our Services for their own personal use as "you" or "our passengers" in these Conditions. When we refer to "we" or "us", we mean KiwiRail Holdings Limited, which trades as Great Journeys New Zealand and Interislander, and we provide the Services.

1.2 These Conditions apply to our passengers' travel and the carriage of passengers' private vehicles and property on our Services. It is important you read these Conditions carefully, as they explain the basis on which you and we agree that we provide our Services.

1.3 Please note that any terms on a Ticket that are inconsistent with these Conditions will take priority and these Conditions do not apply to travel relating to business, 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.

1.4 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 your 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, as set out on our website.

"**Fare Conditions**" means the change, cancellation and refund conditions applicable to a Ticket, as set out on our websites – **Interislander Fare Conditions** and **GJNZ Fare Conditions**.

"Gang Insignia" means:

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

(b) 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.

"GJNZ Scenic Train Services" means the Great Journeys New Zealand scenic train passenger services we operate, including the Coastal Pacific, Northern Explorer and TranzAlpine, 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.

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

"Interislander Services" means the Interislander ferry passenger service we operate 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.

"**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 Holdings Limited from time to time and specified on any of our websites.

"**Our websites**" means **www.interislander.co.nz** or **www.greatjourneysnz.com**.

"**Passenger**" means any person, except a member of the crew, carried or to be carried on any of our Services for their own personal use 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 Interislander Services and the GJNZ Scenic Train Services we operate.

"**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 for their own personal use 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 our Services online on our websites, 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 websites and may change from time to time. Fare Conditions for a Ticket may be set out on the Ticket. See CHANGES AND REFUNDS 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. It is important you give us accurate contact details, as we may need to contact you about changes to schedules, departure times or the duration of journeys.

3.4 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. By agreeing to these Conditions, you agree to our Privacy Policy.

3.5 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.

3.6 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 websites.

5. CHANGES AND REFUNDS

5.1 Terms and conditions and details on changes, cancellation and refunds are set out in our Fare Conditions, which are available on our websites. These will apply if you decide to change or cancel one of our Services.

5.2 There may also be times when we need to change or cancel a Service. For example, this could be due to bad weather, adverse sailing conditions or other safety or operational issues. When we do need to cancel a Service, we will let you know if that happens and we will try to tell you as early as possible. We explain your rights when this happens in section 15 below and in the Fare Conditions, so please read those carefully.

5.3 Nothing in these Conditions affects your rights under New Zealand's consumer laws, being the Consumer Guarantees Act 1993 and the Fair Trading Act 1986. We explain how this works in more detail in section 15.

5.4 If you purchased your Ticket through an Authorised Agent, the terms and conditions you entered into with that Authorised Agent will also apply in respect of any refund.

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. They may also be affected by things like weather conditions, adverse sea conditions, safety and operational requirements, staff or crew shortages and orders of regulators. It is important you take this into account when making any other travel plans. Please check our websites or any communications we send you about changes to schedules, departure times or the duration of journeys.

6.2 Subject to any rights you may have under the Consumer Guarantees Act 1993, 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.

6.3 Because we cannot guarantee our schedules, departure times, or the duration of journeys, we strongly recommend that you have motor vehicle, personal or travel insurance to cover any circumstances that may arise (including cancellation fees, missed connections, medical and curtailment expenses, early departure from holiday due to death or illness, etc). Your insurance should provide cover against personal accident, medical expenses, emergency repatriation and personal liability.

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 reassess at check-in the classification of a passenger type (child, infant, senior or tertiary student) or eligibility for privileged or concessionary benefits (membership). An increase in fare will be required where suitable photo ID or proof cannot be provided.

7.4 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.

7.5 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.

7.6 You must comply with these Conditions and the Law and follow all instructions of our staff or crew when checking-in, 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 these Conditions, including 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 All Gang Insignia must be stowed inside Checked Baggage and / or Hand Baggage from the time of entering our premises (including any terminal or station, train or vessel) until the time you depart from our premises at your destination yard. Gang Insignia are not to be worn, displayed, hung over chairs or left on tables on our premises (including in any terminals, stations, trains or vessels).

8.7 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. We will act reasonably in making such a reassessment. 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 on or off for you on your request, for which there may be a charge. Vehicles with low undercarriages must take care when driving onboard or off as we will not be responsible for any damage incurred when you drive your vehicle on or off the ship.

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 Land Transport Act 1998.

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 All Gang Insignia must be stowed inside your vehicle from the time of entering our premises (including when entering our terminal yard or vessel) until the time you depart from our premises (including the vessel and the terminal yard) at your destination. Gang Insignia are not to be worn, displayed, hung over chairs or left on tables on our premises (including in any terminal yards, terminals or vessels).

9.13 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 certified assistance dog when you make your booking.

10.2 You may travel with your certified 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 are permitted on Interislander Services only

10.3 Other dogs, cats, pets, ponies, horses and other domestic animals ("**animals**") may not be carried on any GJNZ Scenic Train Service. Animals may be permitted on an Interislander Service at our discretion. While acting in good faith, we may refuse to carry any animal at our discretion, including where we believe them to be sick, injured, too young, pregnant, wild, unmanageable, or we have safety concerns for the animal or for passengers or staff.

10.4 You must notify us at the time of booking if you wish to travel with an animal.

10.5 Animals may travel in your vehicle subject to compliance with our Animal Welfare Requirements, alternatively they will need to travel in one of our kennels (subject to availability and you booking a kennel).

10.6 If you are travelling on foot with an animal you must book a kennel. Kennels are available for hire (subject to availability) and must be booked in advance.

10.7 You are responsible for your animal and must comply with our Animal Welfare Requirements. We 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).

10.8 It is your responsibility to ensure that your animal is fit to travel and 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 Hazardous Dangerous Goods Code (IMDG) (which is contained within the International Maritime Organisation Regulations) and any other applicable Law. Further information is available on our Interislander freight website.

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. FIREARMS OR AMMUNITIONS

Firearms or ammunitions on Interislander Services

12.1 Firearms or ammunitions may be carried on an Interislander Service at our discretion, and subject to the conditions of this clause 12.

12.2 You must make prior arrangements with us at the booking stage if you intend to carry firearms and / or ammunition, to allow time for our due diligence, and ensure your compliance with the Firearms Safety Code 2022 (refer to firearmsafetyauthority.govt.nz: Firearms Safety Code 2022). If we accept your firearms or ammunitions for carriage on an Interislander Service, we will take custody of them until arrival at the Interislander Service's destination.

12.3 We will accept firearms on an Interislander Service under the following conditions:

(a) Declared at time of booking.

(b) Is in your Checked Baggage.

(c) Packed in a locked, hard case.

(d) Unloaded and any fitted magazines emptied.

(e) Rendered inoperable e.g. bolt removed, trigger guard(s)/trigger lock(s) fitted etc.

(f) Not packed with any ammunition.

(g) Not packed with the bolt (if applicable).

(h) Is made physically available for a Customer Service Representative to inspect and verify against the booking confirmation.

12.4 We will accept ammunition on an Interislander Service under the following conditions:

(a) It is in a container that separates each round (securely packed) e.g. not touching each other.

(b) Does not weigh more than 5kg, including the weight of the container.

(c) It is in your Checked Baggage.

(d) It is not packed in the same case as your firearm.

(e) It is declared to a Customer Service Representative when you check-in.

Firearms or ammunitions on GJNZ Scenic Train Services

12.5 Firearms, ammunitions and weapons are not permitted on GJNZ Rail Services. You may not carry any firearms, ammunitions and weapons on board or in your Baggage (including in any Checked Luggage or Hand Baggage) on any GJNZ Rail Service.

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

14.2 There are many reasons why we could refuse to carry you or your Property, stop providing the Services, cancel a Ticket, or terminate your journey early, including:

(a) Carrying the Passenger or their Baggage may put the train or vessel or another person(s) at risk.

(b) The Passenger is causing offence or discomfort to others.

(c) The Passenger's behaviour causes or involves risk to themselves or others.

(d) The Passenger refuses to obey instructions of our staff or crew.

(e) The Passenger has not paid the applicable fares for any of their current or previous travel.

(f) We reasonably suspect or know that the Passenger has broken the Law.

(g) We reasonably suspect or know that the Passenger is likely to break the Law.

(h) The Passenger has behaved unacceptably or been refused service in the past, and we believe they will do it again.

(i) The Passenger will not wear a face mask in accordance with our policy and cannot provide a valid face mask exemption if requested by us.

(j) The Passenger is wearing or displaying Gang Insignia and refuses to remove them or stow them in their vehicle or Baggage.

(k) The Passenger needs assistance we cannot provide, due to their conduct, age, mental or physical state.

(l) The Passenger needs extra assistance due to impairment from alcohol, drugs, or prescribed medications.

(m) The Passenger has breached any of these Conditions.

14.3 Subject to any rights you may have under the Consumer Guarantees Act 1993, 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

15.1 Where one of our Services is delayed or cancelled, we will do our best to re-book you on an alternative sailing or trip. We explain how this works on our websites, so please read that information carefully. Details of how you can change and cancel your booking and when refunds are available are set out in our Fare Conditions and on our websites.

15.2 You have rights and remedies under the Consumer Guarantees Act 1993 where our Services do not operate as they should. Nothing in this clause 15 affects any rights you may have under the Consumer Guarantees Act 1993, but there are circumstances where we will not generally be liable to you. We explain these below.

15.3 Subject to any rights you may have under the Consumer Guarantees Act 1993, we are not liable to you for:

(a) any loss beyond our reasonable control or where we do provide the Services with reasonable care and skill, including for unforeseeable, indirect or consequential loss or damage arising out of or in respect of our Services;

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

(c) damage to Property from leakage, explosion, stains, soot or the effects of climate or the elements.

15.4 If a passenger contributes to any loss or harm they suffer, our liability to that passenger may be limited, for example where the passenger has acted negligently or in breach of these Conditions.

15.5 If you are in trade (as defined by the Consumer Guarantees Act 1993) and are acquiring our Services in trade, to the extent permitted by law, you agree that the Consumer Guarantees Act 1993 does not apply to the supply of those Services.

Limitation of liability for goods

15.6 We are not liable for any loss or damage to Property in excess of NZD$2,000 in accordance with section 259 of the Contract and Commercial Law Act 2017. Our liability for loss or damage to property may be further limited if you do not comply with these Conditions or you fail to take steps to eliminate the risk of loss, damage, or theft of your property, for example where you:

(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.

Delays, deviations, cancellations and changes

15.7 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 try to tell you as early as possible where there are any changes, delays or cancellations to any of our Services;

(b) 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. Subject to any rights passengers have under the Consumer Guarantees Act, 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;

(c) 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 circumstances beyond our reasonable control, such as bad weather or adverse sea conditions.

15.8 Because we cannot guarantee our schedules, departure times, or the duration of journeys, we strongly recommend that you have motor vehicle, personal or travel insurance to cover any circumstances that may arise (including cancellation fees, missed connections, medical and curtailment expenses, early departure from holiday due to death or illness, etc). Your insurance should provide cover against personal accident, medical expenses, emergency repatriation and personal liability.

Securing devices

15.9 To reduce the likelihood of loss or damage during a journey, we may use securing devices to stabilise or secure any Property.

15.10 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, unless we have acted negligently or in breach of the Consumer Guarantees Act 1993.

15.11 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

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

Errors, omissions and representations

15.13 We work hard to make sure any information we provide to you, whether it is a direct communication or anything we publish on our websites, is accurate and up to date. This includes information about our Services, schedules and departure times. However, errors or omissions can occur despite our best efforts. When these happen, we will do our best to correct them as quickly as possible. However, we will not typically be liable for errors or omissions where they are outside our reasonable control, such as where they are caused by third parties.

Extension of exclusion or limitation to agents, etc

15.14 To the extent permitted by law, any exclusion or limitation of our liability applies to and for the benefit of our employees, agents, 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

15.15 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.