

Terms and Conditions of Travel

These Terms and Conditions apply to all bookings made and services offered through the website www.supershuttle.co.nz and all other websites owned by Tourism Transport Limited, and to bookings made by telephone, fax, email or any other communication mechanism.

Carriage of Goods

Tourism Transport Limited products and services are sold subject to the Carriage of Goods Act 1979 and:

- a. the terms and conditions set out on Tourism Transport Limited's websites (including www.supershuttle.co.nz) herein; and
- b. any special conditions specific to that fare type.

Conditions of Carriage

You acknowledge that Tourism Transport Limited engages contractors (including its franchisees) to perform services on its behalf and that services which you book using the website may be provided by those contractors or franchisees. These terms and conditions will continue to apply in full where Tourism Transport Limited engages a contractor to provide services on its behalf.

Tourism Transport Limited or any of its contractors (which includes any franchisee) or agents may refuse carriage if you are unable to provide valid travel documents or if you have acquired any services in violation of the carrier's [Website Usage Policy], Conditions of Carriage or Terms and Conditions, or if you are under the influence of drugs or alcohol, or it is necessary for the safety or comfort of other passengers or for the protection of property.

If you are travelling with an electronic itinerary or an account booking, you must provide to the driver at the time of travel, a valid Reservation Order Number ("RON") as issued by Tourism Transport Limited at the time of placing your booking. The driver will check the validity of the RON at the time of travel in order to verify pre-payment validity or authorisation to charge against a Tourism Transport Limited account. If such validity is not established you will be required to pay the driver at point of sale via cash or credit card methods. Tourism Transport Limited offers merchant services for VISA, Master Card, American Express and Diners Card.

If baggage carried in the dedicated luggage trailer is damaged, lost or destroyed during carriage you must notify Tourism Transport Limited in writing within 7 days from when you travelled.

Tourism Transport Limited undertakes to use its best efforts to carry you and your baggage within a reasonable timeframe in accordance with the itinerary it issues you but does not guarantee to do so. You acknowledge in the event of any environmental 'Acts of God' (earthquake, weather or any other naturally occurring emergency events) or operationally disruptive events (unforeseen traffic congestion, civil event disruption etc) arise, that - whilst employing its best efforts to deliver transport services to you during such events - Tourism Transport Limited may not be able to provide the timely delivery of such services to you. You acknowledge that should such unforeseen events arise, it is your sole responsibility to monitor such events and make changes to your travel plans with Tourism Transport Limited or other transport providers to mitigate any such risk these events present to your travel plans in accordance with the terms and conditions stated herein.

Tourism Transport Limited may without notice substitute an alternative carrier or vehicle where it deems necessary.

Smoking or the consumption of alcoholic beverages is not permitted on any of Tourism Transport Limited's vehicles or that of its contractors or agents.

No agent, contractor, servant or representative of Tourism Transport has authority to alter, modify or waive any provision of these notices and conditions or Tourism Transport Limited's Conditions of Carriage.

Product Types and Associated Special Conditions

Tourism Transport Limited offers the following products, services and special conditions to its clients.

Shared Ride Shuttle Services

This service is an on demand, fixed price, door-to-door service where individually booked groups that are unknown to each other share the vehicle during their journey to or from an airport. A group is defined as one or more persons, known to each other, travelling together from the same pick-up point to the same drop-off location. Shared ride passengers may have paid according to the Super Shuttle™ shared ride, fixed-price schedule or on a fixed price, "per person" charged basis. The "per person" product may also be referred to as "Seat On Coach" or "Seat In Coach" service. The pickup time for shared ride services may be up to 5 minutes prior or 5 minutes after the scheduled pickup time.

Vehicle and Trailer Charter Service

This service is an on demand, fixed price, door-to-door service where a booked group hires the entire vehicle and trailer for its exclusive use for the purposes of transfers, site visits, sightseeing, touring or other transport services.

Regional Transfer Services

This service is a fixed price, door-to-door transfer service between regional locations, metropolitan cities, towns or airports.

Touring and Sightseeing Services

This is a non-transfer, exclusive service where you charter the vehicle for the purposes of touring and sightseeing. The breadth and scope of travel is as agreed between you and the Tourism Transport Limited booking agent or driver.

Meet and Greet Services

This is a service whereby Tourism Transport Limited personnel (staff or contracted personnel) station themselves at an appropriate prominent point at an airline terminal or other nominated public transport terminal and display your group name on a signboard in order to facilitate you connecting with your nominated transport service. Notwithstanding the best efforts of Tourism Transport Limited representatives make to locate you and given the high passenger traffic volume in such terminals, Tourism Transport Limited makes no guarantee as to the efficacy of locating you during such Meet and Greet Services. If you do not make contact with your driver within 10 minutes of your pickup time you are required to contact Tourism Transport Limited on (+64-9-522 5100) in order to facilitate the rendezvous with your driver.

Other Services

Including wake-up calls, child car seat storage and other contracted services as agreed between Tourism Transport Limited and you. The booking of such services by you is entirely at your own risk and Tourism Transport Limited shall not be held liable for any consequent damages or costs, injury or damage to persons or property in the event that the service is not delivered by Tourism Transport Limited.

Customer Telephone Contactability

You must provide Tourism Transport Limited with telephone contact number for the purposes of our operations staff facilitating your service leading up to and at the time of transfer. For all bookings that originate at a non-airport pickup point, you (or a member of your party) must be contactable in the 2-hour period

immediately prior to your booked pickup time on the same telephone number that you have listed with your booking. If are not contactable on your designated phone number, Tourism Transport Limited will not be liable for any costs, damages or losses that you may incur as a result of not meeting your scheduled travel time.

Ready Time at Pickup Point and Requirement and Contact Requirements in the Event of Service No Show

For "Shared Ride" transfer pickups when you are travelling to an airport, you must be ready and positioned at your pickup point at least 5 minutes before your scheduled pickup time. Failure to meet this report time may result in the delay or even cancellation of your service (depending on the extent of your lateness). In such circumstances Tourism Transport Limited will not refund the cost of your transfer or be liable for any costs, damages or losses arising from the delay or cancellation of your service.

Should your vehicle not arrive at the pickup point within 5 minutes of your scheduled and notified pickup time, you are required to immediately contact Tourism Transport Limited by telephone (+64-9-522 5100). In such circumstances, should you not advise a Tourism Transport Limited staff member of the non-arrival of your service within 10 minutes of such scheduled pickup time, and notwithstanding conditions contained in Extent of Liability herein, Tourism Transport Limited will not be liable for any costs, damages or losses that you may incur.

Luggage

When you travel with Tourism Transport Limited the following luggage allowances and restrictions apply.

Shared Ride Transfer Luggage Allowance

- 2 pieces of luggage not weighing more than 25 kg each and of a maximum combined dimension (length and width and height) of 158cm – no charge.
- Normal airline carry-on items – no charge.
- Extra items - \$5.00 inclusive of GST per item (these charges may change without notice from Tourism Transport Limited).
- Outsized luggage items larger than a maximum combined dimension (length and width and height) of 158cm and all bikes, surfboards, skis, snowboards, large boxes or non-suitcase type items - \$5.00 inclusive of GST per item (the definitions and charges for these items may change without notice from Tourism Transport Limited).

Charter Services Luggage Allowance Luggage items and passengers of a combined weight in excess of 1000 kilograms must be notified to Tourism Transport Limited at the time of booking all charter services.

Unacceptable Items

The following items should not be included in your baggage and Tourism Transport Limited accepts no liability for their damage or loss unless the items are identified to it and it has in writing accepted them for carriage:

- a. Cash, negotiable bonds, deeds or other valuable documents.
- b. Jewellery, antiques or similar valuable items.
- c. Any item of a fragile or brittle nature e.g. glassware.
- d. Electrical or electronic components e.g. computers, camera equipment, personal electronic devices.
- e. Any item that has insufficient packaging to withstand the normal circumstances and effects of carriage by road transport.

Dangerous Goods Prohibited

For safety reasons, articles such as the following must not be carried in your baggage unless they have been advised in writing to Tourism Transport Limited and it has in writing accepted them for carriage:

- a. Loaded firearms.
- b. Corrosive materials (such as alkalis, acids, wet cell batteries, mercury).
- c. Explosives (fireworks and articles that are easily ignited).
- d. Flammable liquids and solids (such as matches, lighters and heater fuels, flammable aerosols).
- e. Poisonous, toxic, infectious substances.
- f. Radioactive materials.
- g. Compressed Gases (Deeply Refrigerated, Flammable, Non-flammable and Poisonous).
- h. Other dangerous goods (such as offensive or noxious materials).

Fares

Fares apply only for carriage from the designated pickup point to the designated drop-off point, unless otherwise expressly stated. Fares do not include credit card payment fees or bank account to bank account transaction fees (if this is the chosen method of payment), meals, entry fees or any other additional service costs unless otherwise expressly stated by Tourism Transport Limited.

Subject to the taxes and charges stated herein, applicable fares are those in effect on the date of booking placement. Should you change your itinerary or any date of travel, this may result in a change to the fare. An airport access surcharge may be included in the fare. You can request information regarding these charges by contacting us at (+64-9-522 5100). Some fares may also include a roading system toll charge if such charges are in effect on routes taken during the service.

You are responsible for applicable taxes or charges imposed by government, other authority or by the airport that are in effect on the date of travel.

Fares and charges are payable in those currencies acceptable to Tourism Transport Limited and at exchange rates determined by us at the time of booking placement.

All online website fares paid by credit card or online bank account to bank account payment will incur a payment transaction fee. These fees are displayed in the final fare quoted at the time of making payment for the booking.

All prepaid credit card fares will incur a payment transaction fee. These fees are notified to you at the time of making payment for the booking.

Cancellation, Amendment, No Show and Refund Policy

All booking cancellations will incur a minimum cancellation fee equating to 10% of the total fare amount.

Notwithstanding this cancellation fee, if your group size is less than 18 passengers and you have made a booking for a transport service, you will be charged for 100% of the total fare amount if you fail to show at your pickup point except in the following circumstances:

- a. Your pickup is off a flight at an airport and your flight arrival time has been changed (in which case Tourism Transport Limited will make its best efforts to meet your amended flight arrival time), or
- b. You cancel or amend your transfer with Tourism Transport Limited by telephone (+64-9-522 5100) at least 60 minutes prior to travel for Shared Ride, Charter, Sightseeing or Touring services.

For all booked (prepaid and non-prepaid) services that require the prepositioning or reserved booking of a vehicle for Sightseeing or Touring services the following cancellation fees apply:

1. Within 24 hours and up to 4hrs of the scheduled positioning or uplift time, 50% of the total service cost.
2. Within 4 hours of the scheduled positioning or uplift time, 100% of the service cost.

Unaccompanied Minors

Tourism Transport will not accept bookings for unaccompanied children less than 13 years of age. Any such children must be accompanied by an individual 18 years of age or more.

Animals

Guide Dogs

Guide dogs are welcome on Tourism Transport Limited vehicles. Please notify the presence of your guide dog at the time you make your reservation.

Domestic Pets

All other small and small-medium sized domestic pets may be carried on Tourism Transport Limited vehicles as long as you Charter the vehicle (see Product Types and Associated Special Conditions above). Please advise the reservation agent of the presence of your pet at the time you make your reservation.

Passenger Mobility

Passengers who require somebody to lift them on and off the vehicle must arrange for these services at their pick up and drop off points. For Health and Safety reasons, drivers are not permitted to participate in carrying passengers on and off the vehicle.

Extent of Liability

The total liability of Tourism Transport Limited or any of its contractors (which includes any franchisee) or agents for any cost, expense, loss or liability suffered or incurred by you or other person, whether as a result of wilful default, negligence or otherwise, is limited to the lesser of:

Proven direct compensatory damages (which do not include, without limitation, loss of profit, revenue, saving or business or exemplary, indirect or consequential damages), or

The amount paid by you for the product or service in respect of which such liability arises and this limitation shall apply to liability howsoever arising whether in contract or in tort or otherwise.

The liability of Tourism Transport Limited for damages resulting by reason of the personal injury or death of a passenger may be excluded in accordance with the Accident Insurance Act 1998 and the Accident Insurance (Transitional Provisions) Act 2000.

The liability of Tourism Transport Limited for the loss or damage to checked baggage is limited to NZ\$1,500 for each unit of baggage lost or damaged.

If a customer acquires, or holds themselves out as acquiring, Tourism Transport Limited products or services for the purposes of a business, the provisions of the Consumer Guarantees Act 1993 will not apply. No other warranties either express or implied by law are made with respect to these services.

In any case of liability on the part of Tourism Transport Limited or any of their contractors (which includes any franchisee) arising from breach of contract, Tourism Transport Limited shall not be liable for damages or consequential loss to the customer or any other party arising from such breach.

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