

## AIR NEW ZEALAND CONDITIONS OF CARRIAGE

### ARTICLE 1: DEFINITIONS

In these Conditions, certain terms have the following meanings:

- "We", "our" "ourselves" or "us" means Air New Zealand Limited.
- "You", "your" or "yourself" means any person, except members of the crew, carried or to be carried in our aircraft pursuant to a Ticket. (See also definition of "Passenger").

**"AIRLINE DESIGNATOR CODE"** means the two or three character codes which identify air carriers.

**"AUTHORISED AGENT"** means a passenger sales agent who has been appointed by us to represent us in the sale of air carriage 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 and Unchecked Baggage.

**"BAGGAGE CHECK"** means those portions of the Ticket or other documents issued by us or on our behalf that relate to the carriage of your Checked Baggage.

**"BAGGAGE IDENTIFICATION TAG"** means a document issued solely for identification of Checked Baggage.

**"BOARDING PASS"** means the document issued to you at check-in which entitles you to board and occupy a specified seat on the aircraft. **"CARRIER"** means an air carrier other than us.

**"CHECKED BAGGAGE"** means Baggage which we take custody of and for which we have issued a Baggage Check.

**"CODE SHARE FLIGHT"** means a flight operated by a Carrier other than a Related Operator on which we issue a Ticket identifying our name or Airline Designator Code as the air carrier.

**"CONDITIONS"** means these Conditions of Carriage.

**"CONJUNCTION TICKET"** means a Ticket issued to you in connection with another Ticket which together constitute a single contract of carriage.

**"COUPON"** means both a paper Flight Coupon and an Electronic Coupon.

**"DAMAGE"** means (i) the death, wounding, or other bodily injury of a Passenger; or (ii) loss, partial loss, theft of or other damage to Baggage; in each case arising out of or in connection with carriage by air or other services incidental to the carriage by air performed by us or a Related Operator.

**"DAYS"** mean calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and provided further that for purposes of determining the duration of validity of a Ticket, the day upon which the Ticket is issued, or the flight commenced shall not be counted.

**"ELECTRONIC COUPON"** means an electronic flight coupon or other value document in electronic record form held in our database.

**"ELECTRONIC TICKET"** means the Itinerary/Receipt issued by us or on our behalf, the Electronic Coupons, Important Notices and, if applicable, a Boarding Pass.

**"EUROPEAN UNION"** means those states which are for the time being members of the European Union as established by the Treaty of Rome 1957 (as subsequently amended).

**"FLIGHT COUPON"** means that portion of the Ticket that bears the notation "good for passage," or in the case of an Electronic Ticket, the Electronic Coupon, and indicates the particular places between which you are entitled to be carried.

**"IMPORTANT NOTICES"** means a summary of some of the key matters contained in these Conditions accompanying an Electronic Ticket.

**"INTERNATIONAL CARRIAGE"** means any carriage by air in which, according to the agreement between the parties, the place of departure and the place of destination, whether or not there be a break in the carriage or a transshipment, are situated either within the territories of two countries, or within the territory of a single country if there is an agreed stopping place within the territory of another country.

**"ITINERARY/RECEIPT"** means a document or documents we issue to a Passenger travelling on an Electronic Ticket that contains the passenger's name, travel details and notices.

**"MONTREAL CONVENTION"** means, the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Montreal, 28 May 1999 (hereinafter referred to as the Montreal Convention).

**"OUR OPERATORS"** means Related Operators and Code Share Flights.

**"PASSENGER"** means any person, except a member of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition of "you", "your" and "yourself").

**"PASSENGER COUPON"** or **"PASSENGER RECEIPT"** means that portion of the Ticket issued by us or on our behalf, which is so marked and which ultimately is to be retained by you.

**"RELATED OPERATOR"** means a subsidiary of Air New Zealand Limited which is an air operator operating domestic New Zealand or Trans-Tasman flights on behalf of Air New Zealand Limited.

**"RELATED SERVICES"** means flights on the Air New Zealand network operated by Related Operators.

**"SDR"** means a Special Drawing Right of the International Monetary Fund as defined in Article 15.11.

**"STOPOVER"** means an agreed break in your journey at a point between the place of departure and the place of destination.

**"TARIFF"** means the published fares, charges and/or related conditions of carriage of an airline filed with Governments.

**"TICKET"** means either the document entitled "Passenger Ticket and Baggage Check" or the Electronic Ticket, in each case issued by us or on our behalf, and includes these Conditions, Important Notices and Coupons.

**"UNCHECKED BAGGAGE"** means any of your Baggage other than Checked Baggage.

## **ARTICLE 2: APPLICABILITY**

### **2.1 GENERAL**

Except as otherwise provided in these Conditions, the Conditions apply only on those flights, or flight segments, where our name or Airline Designator Code is shown in the carrier box of the Ticket for that flight or flight segment. If we issue a Ticket or check Baggage on the flight of another Carrier other than a Code Share Flight, we do so only as agent for such other Carrier whose conditions of carriage shall apply and we assume no liability for the acts or omissions of such other Carrier.

### **2.2 CHARTERS**

If carriage is performed by us pursuant to a charter agreement, these Conditions apply only to the extent they are incorporated by reference or otherwise in the charter agreement or the Ticket.

### **2.3 CODE SHARE FLIGHTS AND RELATED SERVICES**

Your flights may be a Code Share Flight, a Related Service or be operated by us; however we will notify you of the operating carrier at the time of booking. Except as required by applicable laws, if the operating carrier changes after your booking has been confirmed, we are under no obligation to notify you of the change. In the event of a tarmac delay at a US airport, the operating Carrier's contingency plan for lengthy tarmac delays will apply to Code Share Flights.

### **2.4 OVERRIDING LAW**

These Conditions apply unless they are inconsistent with Tariffs or overriding laws in which event such Tariffs or laws shall prevail. If any provision of the Conditions is invalid under any overriding law, the other provisions shall nevertheless remain valid.

### **2.5 TRANSLATIONS**

Where a translation of these Conditions is made available in a language other than English, in the event of a conflict between the English version of these Conditions and any translation, the English version shall prevail.

## **ARTICLE 3: TICKETS**

### **3.1 TICKET REQUIREMENTS**

**3.1.1** We will provide or procure carriage only for the Passenger named in the Ticket.

**3.1.2** A Ticket is not transferable. The person named on the Ticket must not give or sell their Ticket to anyone else to use. If someone else presents your Ticket for travel and we discover that that person is not you, we will refuse to carry that person. However, if we, acting reasonably, do not discover that the Ticket has been transferred and as a result either carry the Ticket holder or give them a refund, we are not obliged to replace your Ticket or give you a refund, and we are discharged from all and any liability to provide you a refund.

**3.1.3** The Ticket is and remains at all times our property if issued by us or an Authorised Agent.

**3.1.4** Except in the case of an Electronic Ticket, you will not be entitled to be carried on a flight unless you present a valid Ticket containing the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon. In addition, you will not be entitled to be carried if the Ticket presented is mutilated or if it has been altered otherwise than by us or our Authorised Agent. In the case of an Electronic Ticket, you will not be entitled to be carried on a flight unless you provide positive identification and a valid Electronic Ticket has been duly issued in your name. You may need to present the Itinerary/Receipt for check-in, customs, airport security, immigration, and duty free purchases.

**3.1.5** In case of loss or mutilation of a Ticket, or part thereof, or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, upon request of the Passenger, the issuer of the Ticket will replace such Ticket or part thereof by issuing a new Ticket, provided there is evidence at the time that a Ticket valid for the flight(s) in question was duly issued and the Passenger signs an agreement to indemnify the relevant carrier/s for misuse of the Ticket. If this is not the case, the issuer may require the Passenger to pay up to the full applicable fare for a replacement Ticket, subject to refund, if and when the issuer is satisfied that the original Ticket has not been used before the expiry of its validity. The issuer may impose a reasonable administration charge for this service.

## **3.2 PERIOD OF VALIDITY**

**3.2.1** Except as otherwise provided in the Ticket, these Conditions, or applicable Tariffs, a Ticket is valid for one year from the date of commencement of travel or if no portion of the Ticket is used, for one year from the date of its issue.

**3.2.2** If you are prevented from travelling within the period of validity of your Ticket because at the time you request reservations we are unable to confirm a reservation, the validity of your Ticket will be extended, or you may be entitled to a refund in accordance with Article 10.

**3.2.3** If after having commenced your journey, you are prevented from travelling within the period of validity of the Ticket by reason of illness, we may extend the period of validity of your Ticket until the date when you become fit to travel as confirmed by a medical certificate, or until our first flight after such date, from the point where the journey is resumed, on which space is available in the class of service for which the fare has been paid. When the Flight Coupons remaining in the Ticket, or in the case of an Electronic Ticket, the Electronic Coupons, involve one or more Stopovers, the validity of such Ticket may be extended for not more than three months from the date shown on such certificate. In such circumstances, we will similarly extend the period of validity of Tickets of other members of your immediate family accompanying you.

**3.2.4** In the event of death of a Passenger en route, the Tickets of persons accompanying the Passenger may be modified by waiving the minimum stay or extending the validity. In the event of a death in the immediate family of a Passenger who has commenced travel, the validity of the Passenger's Tickets and those of his or her immediate family who are accompanying the Passenger may likewise be modified. Any such modification shall be made upon receipt of a valid death certificate and any such extension of validity shall not be for a period longer than forty-five (45) Days from the date of the death.

## **3.3 COUPON SEQUENCE AND USE**

**3.3.1** The Ticket will not be honoured and will lose its validity if all the Coupons are not used in the sequence provided in the Ticket.

**3.3.2** The Ticket may not be valid and we may not honour the Ticket if the first Flight Coupon, or in the case of an Electronic Ticket, an Electronic Coupon has not been used and the passenger commences his or her journey at any Stopover or Agreed Stopping Place.

**3.3.3** Each Coupon will be accepted for carriage in the class of service specified therein on the date and flight for which space has been reserved. When Coupons are issued without a reservation being specified, space may be reserved, subject to the conditions of the relevant fare and the availability of space on the flight requested.

### **3.4 NAME AND ADDRESS**

Our name may be abbreviated to our Airline Designator Code, or otherwise, in the Ticket. Our address shall be deemed to be the airport of departure shown opposite the first abbreviation of our name in the "carrier" box in the Ticket, or in the case of an Electronic Ticket, as indicated for the first flight segment in the Itinerary Receipt.

## **ARTICLE 4: GENERAL**

### **4.1 GENERAL**

Fares apply only for carriage from the airport at the point of departure to the airport at the point of destination, unless otherwise expressly stated. Fares do not include ground transport between airports or between airports and town terminals.

### **4.2 APPLICABLE FARES**

Subject to 4.3, applicable fares are those in effect on the date of Ticket issuance. Should you change your itinerary or any date of travel, this may result in a change to the fare.

### **4.3 TAXES AND CHARGES**

The fees, charges, and taxes included in your fare or shown separately on your ticket may be levied on passengers or the Carrier by a government authority, an airport operator or be Carrier imposed and may include card payment fees or insurances that you have purchased in conjunction with your ticket. Details will be set out in your Ticket, or may be obtained from your travel agent. You are responsible for applicable taxes or charges imposed by governments, other authorities, carriers, or by the operators of airports that are in effect on the date of travel.

### **4.4 CURRENCY**

Fares and charges are payable in those currencies acceptable to us and at exchange rates determined by us at the time of Ticket issuance.

### **4.5 INSURANCE**

Our liability to you is limited and it is recommended that you purchase travel insurance, which can cover things such as changes in travel plans and travel cancellation, medical and hospital expenses, personal injury and death, baggage damage, delay or loss, missed flight connections and additional expenses. Find out more about [travel insurance](#) policies applicable to New Zealand domestic travel and overseas travel from New Zealand.

## **ARTICLE 5: RESERVATIONS**

### **5.1 RESERVATION REQUIREMENTS**

**5.1.1** Reservations are not confirmed until recorded as confirmed by us or an Authorised Agent.

**5.1.2** Certain fares have conditions which limit or exclude your right to change or cancel reservations.

**5.1.3** Any person booking our flights for other people shall be deemed to have accepted these Conditions on behalf of all Passengers named in a booking and it is the responsibility of the person making the booking to bring these Conditions to the Passenger(s)' attention and to notify the other Passengers named in the booking that their personal information will be collected, stored and used in the ways described in these Conditions and Air New Zealand's privacy policy.

### **5.2 TICKETING TIME LIMIT**

If you have not paid for the Ticket prior to the specified ticketing deadline, as advised by us or our Authorised Agent, we may cancel your reservations.

### **5.3 PERSONAL INFORMATION**

We collect personal information about you (including health information where necessary) for the purposes of making reservations, purchasing and issuing a Ticket and all other ancillary documents

relating to your carriage, obtaining ancillary services, facilitating your participation in loyalty programmes, developing and providing services (including new services), conducting marketing activities and research, handling customer relations issues, facilitating immigration and entry procedures, facilitating security checks, and making available such personal information to government agencies or emergency services, in connection with your travel. For these purposes, you authorise us to retain such information and to transmit, share or make it available to our own offices and related companies, Authorised Agents, your booking representatives or agents, other Passengers named in your booking, government agencies, other Carriers and travel service providers or the providers of the above-mentioned services. The Privacy Act 1993 (New Zealand) may be applicable to the personal information you have given us. In processing your personal information we may disclose it to countries which may not afford the same level of protection provided under the Privacy Act 1993 (New Zealand). Under that Act you have the right to inspect such information and request to have it corrected, if necessary. If you would like to know what personal information we are holding about you and/or request correction of the personal information that we hold about you, please contact your local office or write to Customer Support, Air New Zealand Limited, Private Bag 92007, Auckland 1142, New Zealand. Air New Zealand's full privacy policy is available at [www.airnewzealand.co.nz/privacy-policy](http://www.airnewzealand.co.nz/privacy-policy).

#### **5.4 SEATING**

We will endeavour to honour seating requests, however, we cannot guarantee provision of any particular seat, even if your reservation is confirmed. We reserve the right to assign or reassign seats at any time as we deem necessary and we will not be liable to you as a result except to the extent of any refund permitted under the paid Seat Select terms and conditions.

#### **5.5 SPECIAL MEALS**

We will try to ensure that if you have requested a dietary or religious special meal on an international flight when you make your reservation, it is available (that is, if the service of special meals is an option on your selected flight). We will not, however, be liable to you for loss, expense, breach of contract or other damage should we, for any reason, be unable to supply such requested special meal.

#### **5.6 SERVICE CHARGE IF RESERVATION NOT USED**

Except in the case of travel on non-refundable fares, you may be required to pay a reasonable service charge if you fail to use your reservation.

#### **5.7 RECONFIRMATION OF RESERVATIONS**

Onward or return reservations may be required to be reconfirmed within time limits specified by us or other Carriers. We will advise you when we require reconfirmation; however, you should check the requirements of any other Carriers involved in your journey.

#### **5.8 CANCELLATION OF ONWARD RESERVATIONS**

If you do not use a reservation or fail to comply with any such reconfirmation requirement, your onward or return reservations may be cancelled.

### **ARTICLE 6: CHECK-IN / BOARDING**

- 6.1** You must complete the check-in process sufficiently in advance of flight departure to permit completion of any Government formalities and departure procedures, and in any event not later than any minimum time specified by us or Our Operators.
- 6.2** You must be present at the boarding gate and on board the aircraft no later than the times specified by us or by Our Operators.
- 6.3** We may cancel the space reserved for you if you have not checked-in, you have failed to arrive at the boarding gate or failed to board the aircraft in accordance with paragraphs 6.1 and 6.2.
- 6.4** Neither we nor Our Operators will be liable to you for any loss or expense arising from your failure to comply with the provisions of this Article 6.

## **ARTICLE 7: REFUSAL OF CARRIAGE AND SPECIAL ASSISTANCE**

### **7.1 RIGHT TO REFUSE CARRIAGE**

We and/or Our Operators may at any time prior to boarding refuse to carry you or your Baggage if, in the exercise of our reasonable discretion, we decide or establish any of the following:

- 7.1.1 such action is necessary for reasons of safety;
- 7.1.2 such action is necessary in order to comply with any applicable laws, regulations, or orders of any state or country to be flown from, into or over;
- 7.1.3 your conduct, age or mental or physical state including your impairment from alcohol or drugs, is such as to require special assistance, cause discomfort or make yourself objectionable to other passengers or involve any hazard or risk to yourself or to other persons or to property;
- 7.1.4 such action is necessary because you have failed to observe any of our instructions including non compliance with these Conditions in relation to carriage of dangerous or prohibited goods;
- 7.1.5 you have refused to submit to a security check;
- 7.1.6 you have not paid the applicable fare, charges or taxes for your current or any previous carriage with us;
- 7.1.7 you do not appear to have valid travel documents; you may seek to enter a country through which you are in transit; you may destroy your travel documents during flight; you refuse to surrender your travel documents to the flight crew, against receipt, when so requested;
- 7.1.8 the Ticket you present has been acquired unlawfully or has been purchased from an entity other than us or our Authorised Agent; has been reported as being lost or stolen; is a counterfeit; or contains a Flight Coupon that has been altered by anyone other than us or our Authorised Agent, or has been mutilated;
- 7.1.9 you cannot prove that you are the person named in the Ticket;
- 7.1.10 you have previously committed an act or omission of the type referred to in Article 7.1 on a previous flight or at any location connected with airline services including airports and Ticket selling offices, and we have reason to believe that such act or omission may be repeated on a flight operated by us or Our Operators;
- 7.1.11 we have notified you in writing that we would not, after the date of such notice, carry you on our flights or those of Our Operators. In this circumstance you will be entitled to a refund, less any reasonable service fee to cover our administration costs;
- 7.1.12 you are wearing or otherwise displaying gang patches, insignia, signs or symbols, or other attire which we deem offensive or believe will cause discomfort to other passengers and you have refused to remove such offensive items.

### **7.2 SPECIAL ASSISTANCE**

Except where otherwise required by applicable law, acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women, persons with illness, or other people requiring special assistance, is subject to prior arrangement with us. Subject to clause 7.1, passengers with disabilities who have advised us of their disability and any special requirements they may have at the time of booking, and been accepted by us, shall not subsequently be refused carriage because of such disability or special requirements. Subject to applicable law, should you require special assistance or request us to supply equipment or facilities (such as oxygen) we will be entitled to charge you for the provision of such assistance, equipment or facilities.

## ARTICLE 8: BAGGAGE

The following requirements, rights, exclusions and limitations in Article 8 are applicable to our flights and those performed by Our Operators.

### 8.1 BAGGAGE ALLOWANCES

We and Our Operators will carry your Checked and Unchecked Baggage according to the following terms and the Baggage allowances set out on our website at [www.airnewzealand.co.nz](http://www.airnewzealand.co.nz), which are incorporated by reference.

#### 8.1.1 Security Restrictions on Unchecked Baggage

Sharp objects or cutting implements (such as knives, box cutters, letter openers, scissors, tools, screwdrivers etc) or club like objects (such as baseball bats, pool cues, golf clubs, ski poles, ice picks, hammers etc) cannot be taken into any aircraft cabin. Screening authorities will remove any such items and they will not be able to return them to customers. The carriage of liquids, aerosols, gels and dangerous articles onboard the aircraft is restricted. Any liquids, aerosols or gels must be in containers of 100ml volume or less and must fit in one re-sealable transparent plastic bag of 1 litre volume (approx 20cm by 20cm). Non-essential liquids should be packed in your checked-in baggage. Further information is available at [www.airnewzealand.co.nz](http://www.airnewzealand.co.nz).

8.1.2 Stowage limitations apply on some of our domestic services and Baggage may at times need to be transported on a different flight to the passenger.

8.1.3 In addition to the free Baggage allowance, we will carry at no additional charge in the hold a fully collapsible wheelchair and/or mobility aid for you if you are dependent on either or both.

8.1.4 All Baggage allowances are subject to the occupational health and safety requirements of our staff and aircraft limitations.

### 8.2 CHECKED BAGGAGE

8.2.1 Upon delivery to us of items you wish to be carried as Checked Baggage we will take custody of them, and issue a Baggage Identification Tag for each piece of your Checked Baggage.

8.2.2 Checked Baggage must have your name or other personal identification affixed to it.

8.2.3 Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your Checked Baggage is carried on a subsequent flight we will deliver it to you unless applicable law requires you to be present at the airport of arrival for customs clearance.

8.2.4 Baggage fees are non-refundable unless we are unable to carry your Baggage due to operational, safety or security reasons of Air New Zealand which are not within your control. We will also reimburse you for any fee charged to transport Checked Baggage that is lost in our care.

### 8.3 EXCESS BAGGAGE

8.3.1 Baggage in excess of our stated free Baggage allowance may be accepted for carriage at a fixed rate per piece as appropriate to the Baggage allowance you are travelling on. Excess and prepaid Baggage charging rates are available from us on request.

### 8.4 ITEMS UNACCEPTABLE AS BAGGAGE

8.4.1 **Dangerous Goods Prohibited** You must not include in your Baggage:

**8.4.1.1** items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in our regulations. These include, but are not limited to articles such as the following which must not be carried in your baggage for safety reasons:

- Compressed Gases (Deeply Refrigerated, Flammable, Non-flammable and Poisonous);
- Corrosive materials (such as alkalis, acids, wet cell batteries, mercury);
- Explosives (Fireworks and articles which are easily ignited);
  
- Firearms and Ammunition except for hunting, sporting and antique items (refer 8.4.3) which may only be carried in accordance with our Regulations or those of Our Operators. The carriage of firearms is governed by country specific regulations. If you wish to carry firearms you must obtain any relevant permits from the authorities of the countries you are travelling to. You must also notify Air New Zealand at least 2 weeks prior to your date of departure so that we can comply with any relevant formalities and regulations;
- Flammable liquids and solids (such as matches, lighters and heater fuels, flammable aerosols);
- Butane Lighters
- Magnetised materials;
- Oxidising substances;
- Poisonous, toxic, infectious substances;
- Radioactive materials;
- Chemical oxygen generators;
- Security attache cases (if fitted with alarm or pyrotechnic material);
- Other dangerous goods (such as offensive or noxious materials and a wide range of items in IATA Dangerous Goods Regulations).

**8.4.1.2** items the carriage of which is prohibited by the applicable laws, regulations or orders of any country to be flown from, to or over;

**8.4.1.3** live animals, except as provided in Article 8.10.

## **8.4.2 Unacceptable Items**

Whilst we endeavour to take great care of your belongings, we cannot guarantee that delicate items are able to withstand baggage handling processes during carriage by air. Checked Baggage can also be delayed or lost, therefore items with a special value or which you may urgently need should be kept close to you in Unchecked Baggage.

**The following items must NOT be included in your Checked Baggage. You will be required to repack any such items into Unchecked Baggage or make other arrangements for their transportation.**

- computers and computer equipment;
- items with a special value, such as money, jewellery, precious metals, silverware;
- negotiable papers, share certificates, securities or other valuable documents;
- cameras, video cameras and related equipment;
- electrical and electronic devices;
- fragile, delicate or perishable goods;
- commercial goods, samples or business documents;
- passports and other travel documents;
- essential medicines;
- items we determine are unsuitable for carriage by reason of their weight, size, shape or character (including items outside the permitted Baggage allowance dimensions specified in Article 8.1)



### **8.4.3 Firearms and weapons**

- 8.4.3.1** Firearms and ammunition for hunting and sporting purposes will not be accepted for carriage unless we are satisfied that firearms are unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to the ICAO instructions and IATA regulations specified in Article 8.4.1.1.
- 8.4.3.2** Weapons such as antique firearms, swords, knives and similar items that are appropriately and safely packaged may be accepted as Checked Baggage, but will not be permitted in the cabin of the aircraft.

## **8.5 RIGHT TO REFUSE CARRIAGE**

- 8.5.1** We will refuse to carry as Baggage the items described in Article 8.4.1 and we may refuse further carriage of any such items upon their discovery.
- 8.5.2** We will refuse to carry as Checked Baggage the items described in Article 8.4.2 and we may refuse further carriage of any such items upon their discovery or require that you transfer such items to your Unchecked Baggage.
- 8.5.3** We may refuse to carry as Baggage any item because of its size, shape, weight, fragility, contents or character, or for safety or operational reasons, or the comfort and convenience of other passengers.
- 8.5.4** We may refuse to accept any Baggage for carriage unless it is properly packed in suitable containers.

## **8.6 RIGHT OF SEARCH**

For reasons of safety, health and security, or to check whether your person and/or Baggage contains any item described in Article 8.4.1 or 8.4.2, or any firearms, ammunition or weapons, which have not been presented to us in accordance with Articles 8.4.3, we and/or a member of the Aviation Security Service, Customs or other duly authorised officials may search, x-ray, screen or perform some other type of scan of your person and/or Baggage. If you are unwilling to comply with any search request we may refuse to carry you and your Baggage and may deliver your Baggage to government or airport officers. Following check-in, your Baggage may be searched in your absence. In the event an x-ray or other scan causes damage to you or your Baggage, we shall not be liable for such damage unless due to our negligence or other fault.

## **8.7 EXCESS VALUE DECLARATION AND CHARGE**

- 8.7.1** If we offer an excess valuation facility, you may make a written declaration of value for Checked Baggage:
  - 8.7.1.1** in excess of the liability limits set out in the Montreal Convention (see Article 8.11);
  - or
  - 8.7.1.2** at declared value risk in the Contract and Commercial Law Act 2017 (Part 5) for domestic carriage.

If you make such a written declaration, you may be required to pay an extra charge, at a rate specified by us. These rates are available on request.

- 8.7.2** We may refuse to accept an excess value declaration on Checked Baggage when a portion of the carriage shown on your ticket is to be provided by a Carrier which does not offer the excess valuation facility.

## **8.8 UNCHECKED BAGGAGE**

- 8.8.1** Objects not suitable for carriage in the cargo hold (such as delicate musical instruments), and which do not meet the requirements in Article 8.1, will only be accepted for carriage in the cabin if you have given us notice in advance and permission has been granted by us for their carriage in the cabin. You may have to pay an additional charge for this service.

- 8.8.2** Acceptance of Unchecked Baggage is subject to the requirements in this Article 8 and as further described at [www.airnewzealand.co.nz](http://www.airnewzealand.co.nz) with respect to prohibited items and applicable size and weight limitations.

## **8.9 COLLECTION AND DELIVERY OF CHECKED BAGGAGE**

- 8.9.1** You are required to collect your Checked Baggage as soon as it is made available at the places of destination or Stopover. Should you not collect it within a reasonable time, we may charge you a storage fee. Should your Checked Baggage not be claimed within one month of the time it is made available for your collection, we may dispose of it without any liability to you.
- 8.9.2** Only the bearer of the Baggage Check and Baggage Identification Tag is entitled to delivery of the Checked Baggage.
- 8.9.3** If a person claiming Checked Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage Identification Tag, we will deliver the Baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the Baggage.

## **8.10 CARRIAGE OF ANIMALS**

Animals will be accepted for carriage only on the following conditions:

- 8.10.1** You must ensure that animals such as dogs, cats, household birds and other pets, are properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit, failing which they will not be accepted for carriage. Such carriage may be subject to additional conditions specified by us, which are available on request.
- 8.10.2** If accepted as Baggage, any animal, together with its container and food, shall not be included in your free Baggage allowance, but shall constitute excess baggage, for which you will be obliged to pay the applicable rate.
- 8.10.3** Guide dogs accompanying Passengers with disabilities will be carried free of charge in addition to the normal free Baggage allowance, subject to conditions specified by us, which are available on request.
- 8.10.4** We will not be responsible for injury to or loss, sickness or death of an animal, or in the event that it is refused entry into, or passage through any country, state or territory.

## **8.11 LIABILITY FOR DELAY, LOSS OR DAMAGE TO BAGGAGE DURING INTERNATIONAL CARRIAGE**

**As our liability to you is limited, it is recommended that you purchase travel insurance to cover delay, loss and Damage to Baggage.** Find out more about [travel insurance](#) policies applicable to New Zealand domestic travel and overseas travel from New Zealand.

**In all cases of alleged loss or Damage, proof of actual loss or Damage will be required.**

- 8.11.1** If we issue a Ticket or check Baggage on the flight of another Carrier other than a Code Share Flight, we do so only as agent for such other Carrier whose conditions of carriage shall apply. Nevertheless, with respect to Checked Baggage the Passenger shall also have a right of action against the first or last Carrier;
- 8.11.2** We will not be liable for any Damage arising from compliance with any laws or Government regulations, orders or requirements, or from your failure to comply with the same;
- 8.11.3** Our liability in the case of destruction or loss of or Damage or delay to all or any part of your Baggage during International Carriage will be limited to 1,131 SDRs (as defined in Article 15.10) per Passenger unless you prove that the damage resulted from an act or omission

on our part, or that of our employees or agents acting within the scope of their employment, done with intent to cause damage or recklessly and with knowledge that damage would probably result.

- 8.11.4** We will have no liability for destruction, loss of or Damage to your Checked Baggage if the Damage resulted from the inherent defect, quality or vice of the Checked Baggage.
- 8.11.5** We will have no liability for destruction or loss of or Damage to your Unchecked Baggage unless the Damage resulted from our fault or that of our employees or agents.
- 8.11.6** We will not be liable for any Damage caused by your Baggage. You will be held responsible for any Damage caused by your Baggage to other persons or property, including our property.
- 8.11.7** We shall have limited or no liability for Damage to or loss of articles not permitted to be contained in Checked Baggage under Article 8.4.1 and 8.4.2, except as otherwise provided by the Montreal Convention and subject to applicable defences therein, including contributory negligence and wrongful acts or omissions by you.
- 8.11.8** We shall not be liable for general wear and tear or for damage to protruding or moving parts, such as wheels and handles where we consider the parts are not of suitable quality or nature to withstand baggage handling during carriage by air.
- 8.11.9** In the case of Checked or Unchecked Baggage if there has been contributory negligence on your part we may be exonerated wholly or partly from our liability in accordance with applicable law.

## **8.12 LIABILITY FOR DELAY, LOSS OR DAMAGE TO BAGGAGE DURING DOMESTIC CARRIAGE**

- 8.12.1** The Contract and Commercial Law Act 2017 (Part 5) (New Zealand) shall apply to our liability in relation to domestic carriage of Baggage, except as expressly modified by these Conditions.

## **ARTICLE 9: SCHEDULES AND CANCELLATION OF FLIGHTS**

### **9.1 SCHEDULES**

We undertake to use our best efforts to carry you and your Baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel. However, to do so, we may need to use a substitute aircraft, and/or the services of another Carrier or ground transportation operator ("Alternative Carrier"). We may also be obliged to change the time of flights, often for reasons beyond our control, and consequently, times shown in timetables cannot be guaranteed and thus form no part of your contract of carriage with us.

### **9.2 CANCELLATION AND RE-ROUTING**

- 9.2.1** We reserve the right to substitute an aircraft and/or Alternative Carrier. If we cancel a flight, fail to operate a flight reasonably according to the schedule, fail to stop at your destination or Stopover, or cause you to miss a connecting flight on which you hold a confirmed reservation on a Conjunction Ticket, you shall have the option, subject to our agreement, either:
- 9.2.1.1** to be carried on another of our scheduled services on which space is available in the same class, or where space is not available, on the services of an Alternative Carrier, in either case without additional charge or refund to you; or
- 9.2.1.2** to be re-routed to the next Stopover or destination shown on your Ticket by our own services or those of an Alternative Carrier. If the fare and charges for the revised routing are lower than what you have paid, we shall refund the difference;
- 9.2.1.3** if neither of the alternatives is acceptable to you, we will make a refund or provide a credit in accordance with the provisions of 10.2 and we shall have no further liability to you.

- 9.3** If we are unable to provide previously confirmed space, we shall provide compensation as required by any applicable law or pursuant to our denied boarding compensation policy. (Further information is available from us on request).
- 9.4** Notwithstanding 9.2.1, if you or your travelling companion/s cause a flight disruption for any reason, including medical emergency, that requires us to divert the aircraft and disembark you at an airport which is not on our normal route network (that is, to an airport where Air New Zealand does not operate its own aircraft) you will need to make your own arrangements and bear all costs of travelling for you and your companions from that airport to the Air New Zealand airport to resume your original itinerary or return to your point of origin on our services. Your Ticket's fare rules will apply.
- 9.5** Subject to Article 17 of these Conditions, nothing contained in this Article 9 shall affect any rights you may have under the Consumer Guarantees Act 1993 (New Zealand) if it is applicable.

## **ARTICLE 10: REFUNDS**

In cases where you are entitled to a refund or credit, we will refund or credit the fare paid for your Ticket, or any unused part of it, together with any applicable taxes, government & airport costs in accordance with the applicable fare rules or Tariff and the following additional rules:

### **10.1 TO WHOM REFUND MADE**

- 10.1.1** Except as otherwise provided in this Article 10, we shall be entitled in our absolute discretion to make refund either to the person named in the Ticket or to the person who has paid for the Ticket, upon presentation of satisfactory proof of such payment.
- 10.1.2** If a Ticket has been paid for by a person other than the Passenger named in the Ticket, and the Ticket indicates that there is a restriction on refund, we shall make a refund only to the person who paid for the Ticket, or to that person's order.
- 10.1.3** Except in the case of a lost Ticket, refunds will only be made on surrender to us of the Ticket and all unused Flight Coupons.

### **10.2 DISRUPT / INVOLUNTARY REFUNDS**

- 10.2.1** If we or any of Our Operators cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at your destination or Stopover, or cause you to miss a connecting flight on which you hold a confirmed reservation on a Conjunction Ticket, then subject to Article 10.2.3, the amount of the refund shall be:
- 10.2.1.1** if no portion of the Ticket has been used, an amount equal to the fare paid (including applicable taxes, government & airport costs notwithstanding the applicable fare rules);
- 10.2.2** If a portion of the Ticket has been used, the refund will be the higher of:
- 10.2.2.1** the one way fare (less applicable discounts and charges but including applicable taxes, government & airport costs notwithstanding the applicable fare rules) from point of interruption to destination or point of next Stopover; or
- 10.2.2.2** the difference between the fare paid and the fare for the carriage used (including applicable taxes, government & airport costs notwithstanding the applicable fare rules).
- 10.2.3** Where the cancellation, failure or misconnection referred to in Article 10.2.1 is as a result of circumstances beyond our control, whether you have checked in or not, you have the options set out in Article 9.2.1 except to the extent that any non-refundable portion of your Ticket will not be refunded and you may instead be entitled to a 12 month credit of the

nonrefundable part of the fare for future travel on us. We may deduct a reasonable service fee from the credit to cover our administration costs.

### **10.3 VOLUNTARY REFUNDS**

If you are entitled to a refund of the fare for your Ticket for reasons other than those set out in Article 10.2, and you are entitled to a refund in accordance with the applicable fare rules, the amount of the refund shall be as follows:

- 10.3.1** if no portion of the Ticket has been used, an amount equal to the fare paid (including any applicable taxes, government & airport costs), less any applicable service charges or cancellation fees;
- 10.3.2** if a portion of the Ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used, (including any applicable taxes, government & airport costs) less any applicable service charges or cancellation fees.

### **10.4 REFUND ON LOST TICKET**

**10.4.1** If a paper Ticket or portion thereof is lost, upon providing us with satisfactory proof of the loss and payment of a reasonable administration charge, refund of the fare (including applicable taxes, government & airport costs) will be made within a period of time determined by us, on the following conditions:

**10.4.1.1** that the lost Ticket, or portion thereof, has not been used, previously refunded or replaced; and

**10.4.1.2** that the person to whom the refund is made undertakes, in such form as may be prescribed by us, to repay to us the amount refunded in the event of fraud and/or to the extent that the lost Ticket or portion thereof is used.

### **10.5 RIGHT TO REFUSE REFUND**

**10.5.1** We may refuse a refund where application is made after the expiry of the validity of the Ticket.

**10.5.2** We may refuse a refund on a Ticket which has been presented to us or to Government officials as evidence of intention to depart from a country, unless you establish to our satisfaction that you have permission to remain in the country or that you will depart from that country by another Carrier or another means of transport.

**10.5.3** If you have been refused carriage as a result of any circumstance described in Articles 7.1.6 or 7.1.10, we reserve the right to apply any amount paid by you for the flight on which carriage has been refused, against any amount owed by you to us for previous carriage undertaken by you.

**10.5.4** In the event you suffer a medical emergency which requires us to cancel, re-route or reschedule a flight, any refundable portion of your Ticket may be used as contribution toward costs of the flight disruption.

### **10.6 CURRENCY**

We reserve the right to make a refund in the same manner and the same currency used to pay for the Ticket.

### **10.7 BY WHOM TICKET REFUNDABLE**

Voluntary refunds will be made only by the Carrier that originally issued the Ticket or by its Authorised Agent.

## **ARTICLE 11: CONDUCT ON BOARD AIRCRAFT**

### **11.1 GENERAL**

If in our opinion you conduct yourself on board the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew, including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes or is likely to cause discomfort, inconvenience, damage or injury to other passengers, the crew or any property, including the aircraft, we may take such measures as we deem necessary to prevent continuation of such conduct, including restraint. You may be off-loaded at any point, prosecuted for offences committed on board the aircraft and we may decide to refuse to carry you at any time in the future.

### **11.2 ELECTRONIC DEVICES**

You may use small, lightweight portable electronic devices on board in accordance with this paragraph 11.2 only.

**11.2.1** All transmitting electronic devices must be in non-cellular or "airplane" mode on board. If cellular transmitting functions cannot be turned off, the electronic device must be turned off while on board. Other transmitting functions, such as Bluetooth and wireless internet, are permitted only if advised by crew. If wireless internet is available, you must comply with the applicable terms of use.

**11.2.2** If we or Our Operators permit electronic devices such as MP3 players, laptop computers or electronic games to be used during the flight, you agree to switch them off for flight take-off and landing and to store such electronic devices if requested.

**11.2.3** You may only use cameras, recorders or photographic devices for personal use. You may only photograph, record or film another person(s) with their express consent. You must comply with the directions of the crew when using cameras or photographic devices while on board.

**11.2.4** Hearing aids, heart pacemakers and any other approved medically prescribed, physiological instrument may be used without restriction.

## **ARTICLE 12: ARRANGEMENTS FOR ADDITIONAL SERVICES**

**12.1** Subject to applicable law, if we agree to make arrangements for the provision of additional or alternative services (including surface transportation), we and Our Operators shall have no liability to you for such services except for negligence on our part in making such arrangements or where we have liability under the Consumer Guarantees Act 1993 (New Zealand).

**12.2** If we arrange for another company to provide such additional services (including surface transportation) to you, we are acting only as your agent in making those arrangements and the terms and conditions of the company providing such additional services (including surface transportation) shall apply to you. Such conditions are available from us on request.

## **ARTICLE 13: ADMINISTRATIVE FORMALITIES**

### **13.1 GENERAL**

**13.1.1** You are responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements, rules and instructions of countries to be flown from, into or through which you transit.

**13.1.2** We and Our Operators shall not be liable to you for the consequences of your failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

**13.1.3** You should enquire about any local issues and conditions at your destination(s) prior to commencing travel. We make no representations as to the safety, conditions or other issues that may exist at any destination.

### **13.2 TRAVEL DOCUMENTS**

Prior to travel, you must present all valid exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, and permit us to make and retain copies thereof. We reserve the right to refuse carriage if you do not comply with these requirements.

### **13.3 REFUSAL OF ENTRY**

If you are denied entry into any country, you will be required to pay to us the cost of your transportation from that country. We may apply towards such cost any fare paid to us for unused carriage, or any of your funds in our possession. The fare collected for carriage to the point of refusal or denied entry will not be refunded by us.

### **13.4 PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS, ETC.**

If we are required to pay any fine or penalty or to incur any expenditure by reason of you being denied entry into any country or your failure to comply with laws, regulations, orders, decisions, demands or other travel requirements of any country or to produce the required documents, you shall reimburse us on demand, any amount so paid or expenditure so incurred. We may use towards such expenditure any fare paid to us for unused carriage on your Ticket, or any of your funds in our possession.

### **13.5 CUSTOMS INSPECTION**

If required, you shall attend inspection of your Baggage, by customs or other government officials. We are not liable to you for any loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement. You agree to submit to any security checks by Aviation Security Services, government or airport officials, Carriers or by us.

## **ARTICLE 14: SUCCESSIVE CARRIERS**

**14.1** Carriage to be performed by us and other Carriers under one Ticket, or a Conjunction Ticket is regarded as a single operation for the purposes of the Montreal Convention.

**14.2** When we are a successive carrier, we are not liable for accident or delay on those parts of the journey performed by other Carriers. Where we are the actual carrier, we are liable for an accident which causes injury or death that occurs on board the aircraft, or in the process of embarking or disembarking. Where we are the contracting carrier but do not perform any part of the operations of carriage, we are liable for an accident which causes injury or death that occurs during any part of the carriage, while on board the aircraft, or in the process of embarking or disembarking.

## **ARTICLE 15: OUR LIABILITY IN RELATION TO PASSENGERS**

**15.1** Our liability and that of each Carrier involved in your journey will be determined by their own respective conditions of carriage.

### **INTERNATIONAL CARRIAGE**

**15.2** In the case of Passenger claims under Article 15 and Baggage claims under Article 8.11 arising out of International Carriage as defined in Article 1 we shall apply the terms of the Montreal Convention and your rights and our obligations and rights shall be as set out in the Montreal Convention as found in Schedule 6 to the Civil Aviation Act 1990. The terms of the Montreal Convention shall be applied to all international carriage carried out by us irrespective of any other conventions which may apply to your carriage, and notwithstanding the fact that no convention may apply to your carriage.

**15.3** Our liability for claims in respect of a Passenger's death, wounding or other bodily injury shall not exceed 113,100 SDRs as defined in Article 15.11 if we prove that such damage was not due to

negligence or other wrongful act or omission by us or our servants or agents, or was solely due to the negligence or other wrongful act or omission of a third party.

- 15.4** Our liability to passengers as set out in Article 15.2 shall be applicable to claims made by the Passenger only, or in the event of the death of the Passenger, any natural person entitled to claim in respect of that death in accordance with applicable law and shall not apply to any claim by any public social insurance body or similar however founded or asserted, whether by virtue of subrogated rights, statutory authority or otherwise. Any passenger claim which is assigned or transferred shall be determined under the provisions of the applicable law.
- 15.5** If we prove that the Damage was caused by, or contributed to, by the negligence of the injured or deceased Passenger, we may be exonerated wholly or partly from our liability in accordance with applicable law.
- 15.6** We will not be liable for any illness, injury or disability, including death, attributable to your age or physical condition or for the aggravation of such condition.

## **DOMESTIC CARRIAGE**

- 15.7** In respect of carriage performed by us or our Related Services wholly within New Zealand which is not international carriage, our liability will be limited to that provided by Part 9B of the Civil Aviation Act 1990 and the Contract and Commercial Law Act 2017 (Part 5) or any successors to those Acts. Liability for personal injury or death of a passenger may be excluded in accordance with the Injury Prevention, Rehabilitation and Compensation Act 2001 and/or any successors to that Act. Subject to Article 17, the Consumer Guarantees Act 1993 may also apply to your carriage.

## **GENERAL LIABILITY TERMS**

- 15.8** These Conditions including any exclusion or limitation of liability shall apply to and be for the benefit of our Authorised Agents, Our Operators, employees and representatives to the same extent as they apply to us. The aggregate amount recoverable from us, our Authorised Agents, employees and representatives shall not exceed the amount of our limit of liability.

## **CONSEQUENTIAL DAMAGE**

- 15.9** Our liability shall be limited to proven losses. Subject to the requirements of the Montreal Convention and any applicable laws, we shall not be liable for exemplary, indirect or consequential losses.
- 15.10** For the purposes of Articles 8 and 15 the value of one SDR in the relevant currency on a particular day shall be such sum as the International Monetary Fund has fixed as being the value of one SDR in the relevant currency; (i) that day, or (ii) if no such sum has been fixed that day, the last day on which a sum has been so fixed. We will accept the value of one SDR as published on the official website of the International Monetary Fund (IMF) for the relevant day. The internet address of the IMF website is currently [http://www.imf.org/external/np/fin/rates/rms\\_five.cfm](http://www.imf.org/external/np/fin/rates/rms_five.cfm) but it may change from time to time.
- 15.11** Except as otherwise expressly provided herein, nothing contained in these Conditions shall waive any defence or exclusion or limitation of our liability under the Montreal Convention or applicable laws. With respect to third parties we reserve all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.

## **ARTICLE 16: TIME LIMITATION ON CLAIMS AND ACTIONS**

### **16.1 NOTICE OF CLAIMS**

- 16.1.1** Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery presumes that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise.



**16.1.2** If you wish to file a claim or an action for Damage to Baggage, you must notify us in writing as soon as you discover the Damage, and at the latest, within seven (7) Days of receipt of Checked Baggage or within seven (7) Days from the end of carriage for Unchecked Baggage. If you wish to file a claim or an action regarding delay of Checked Baggage, you must notify us within twenty-one (21) Days from the date the Checked Baggage has been placed at your disposal. Every such notification must be made in writing.

**16.2 LIMITATION OF ACTIONS**

Any right to damages shall be extinguished if an action is not brought within two years of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard but in accordance with the provisions of the Montreal Convention.

**ARTICLE 17: CONSUMER GUARANTEES ACT (NZ)**

If you acquire or hold yourself out as acquiring for the purposes of a business any services to which these Conditions apply, the provisions of the Consumer Guarantees Act 1993 (New Zealand) shall not apply to our supply of such services.

**ARTICLE 18: NO MODIFICATION OR WAIVER**

None of our Authorised Agents, servants, employees or representatives has authority to alter, modify or waive any provision of these Conditions.