

# Terms and Conditions

## 1. Definitions and Interpretation

In these Terms:

**Accompanied Items** means all property a Passenger takes on a DRL Service or into a Controlled Area.

**Controlled Area** means an area designated by DRL as an area where access is restricted to Passengers and DRL employees, staff and representatives;

**DRL** means Dunedin Railways Limited, its successors and assignees, officers, employees, contractors, agents or other representatives.

**DRL Service** means a train service (including chartered or special vehicles) conducted by DRL and includes a service normally provided by a train that is provided on an alternative mode of transport.

**Passenger** means any person on a DRL Service or within any Controlled Area who holds, or is required to hold, a Ticket.

**Permit to Travel** means a permit issued by a DRL employee to a Passenger who has provided evidence satisfactory to that employee that a Passenger has not been able to purchase a Ticket.

**Terms** means these terms and conditions that apply to the DRL Service, and a Passengers use of the DRL Service (as are set by DRL in its sole discretion from time to time).

**Ticket** means either:

- (a) a ticket purchased from DRL or their agent in electronic or hardcopy form; or
- (b) a complimentary ticket or pass (issued by DRL staff).

In these Terms, unless the context otherwise requires:

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

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

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

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

## **2. Application of Terms**

These Terms apply to all Passengers even if a Passenger does not hold a Ticket.

## **3. Ticket Conditions**

Entry to the DRL Service and Controlled Areas is only permitted by charter or with a Ticket.

A Passenger who is not a member of a charter must hold a Ticket issued in accordance with these Terms.

Tickets are not transferable.

A Passenger must retain his or her Ticket at all times while on board a DRL Service or in a Controlled Area. DRL may carry out full Ticket checks on board any DRL Service or within any Controlled Area. A Passenger must, if required by DRL, show a Ticket for travel.

If a Ticket is presented by someone other than the person entitled to it, DRL is not liable to the person entitled to it if DRL provides carriage to the person presenting the Ticket.

Tickets are subject to a booking fee charged by DRL's ticket agent.

All transactions are completed in New Zealand dollars.

## **4. Cancellation and Refund Policy**

DRL may vary or cancel wholly or in part the scheduled services shown in DRL timetable or may vary the point at which DRL Services will pick up and set down Passengers.

Tickets are subject to any alteration which DRL may make to the DRL Service to which that ticket relates during the currency of the Ticket and the holder of the Ticket is not entitled to any allowance or compensation due to any change in the time or location of a DRL Service or any reduction in the DRL Service.

Unless expressly stated otherwise in these Terms, no refunds or exchanges are issued on any Ticket. For the avoidance of doubt, this applies to any force majeure event.

**Cruise ship passengers:**

For Passengers booking off a cruise ship, if the cruise ship is unable to dock, DRL will provide a full refund of the price paid for the Ticket.

**Special trips and charters:**

For any special interest trips including the Santa Express all bookings are non-refundable.

**Contact:**

To cancel your booking and payment please contact DRL. The name that will appear on electronic customer statements is  
DUNEDIN RAILWAYS LIMITED. XXX

## **5. Liability**

Passengers travel at their own risk and (to the extent permitted by law) DRL is not responsible for:

- (a) any loss, damage, cost, expense or injury suffered by a Passenger or loss or damage to a Passenger's property;
- (b) for any consequences arising from any variation or delay in the time of arrival or departure from any station or stop of any vehicle;
- (c) for any loss or damage as a result of a cancellation of the arrival or departure from any station or stop of any vehicle;
- (d) for the death of any Passenger or other person or for injury, harm, disease or damage to health, whether physical, mental or otherwise (including mental or nervous shock or distress) suffered by a Passenger or any other person.

If there is contributory negligence on the part of a Passenger or other person, DRL's liability is subject to the law relating to contributory negligence.

DRL excludes all warranties or conditions, express or implied, including but not limited to any implied warranties or conditions of fitness for a particular purpose, to the extent permitted by law.

## **6. Accompanied Items and Lost Property**

Accompanied Items must be attended by Passengers at all times. Unattended property may be a security risk and may be removed by DRL without notice.

The following apply to Accompanied Items:

- (a) All Accompanied Items are carried under the conditions set out in section 12 of the Carriage of Goods Act 1979.
- (a) Large items, such as bicycles may only be carried subject to Passenger load and at the discretion of DRL. Large items must not block exit ways, including doorways and passages.
- (b) Guide dogs may be carried free of charge at all times on all DRL Services.
- (c) No pets or other animals (other than guide dogs) may be carried on DRL Services.
- (d) Passengers may take hand luggage and small Accompanied Items on DRL Services without charge (determined by DRL in its sole discretion). Any Accompanied Item which is offensive or which may in the opinion of DRL cause danger, discomfort or inconvenience to other Passengers is not permitted.
- (e) Passengers agree not to bring on to any DRL Service, any item that is, or may cause, a hazard, including any item that is hot, contains petrol or diesel fuel, is leaking any fluid, or includes damaged batteries.

### **Lost property:**

DRL is not responsible for lost property. Contact DRL on 03-477 4449 for further information on lost property.

## **7. Privacy**

### **Personal Information:**

The Passenger consents, to the use of any of the Passenger's personal information obtained in relation to a Passenger's use of any DRL Service, for any purpose associated with the operation or marketing of DRL.

When you provide DRL with personal information, DRL is obliged to comply with the provisions of the Privacy Act 2020. DRL will collect, hold, use and disclose that information in accordance with the principles set out in that Act. This means DRL will:

- (a) use personal information only for the purpose DRL collects it for;
- (b) retain that information only for so long as necessary to fulfil the purpose for which we have collected it; and
- (c) disclose or release it to a third party only where we are required to or we are permitted by law to do so, if you have authorised the release or disclosure, or where it is the purpose (or a directly related purpose) for which the information was collected.

**CCTV:**

DRL Services and Controlled Areas may be monitored by CCTV cameras. CCTV images are recorded for crime prevention and detection, for use in legal proceedings, and to assist with public safety, and may be passed to the NZ Police or other authorities.

## **8. Passenger Information**

**Arrival:**

All passengers must arrive at DRL's check in office within 30 minutes before the timetabled time for departure of the train.

Departure of the train will not be delayed because of the later arrival of Passengers.

DRL does not guarantee the time of arrival or departure of any DRL Service.

**Designated Areas:**

Passengers may ride only in areas of the DRL Service designated by DRL.

Passengers must not sit or stand in aisles or gangways, or block entry doors or emergency exits.

DRL does not guarantee the availability of any seat or any specific area within a carriage to any Passenger. DRL does not guarantee the carriages available on any DRL Service.

Passengers agree to follow all of DRL's reasonable directions in relation to the DRL Service. All Passengers agree to indemnify DRL against any loss, damage or claim arising from a Passenger not following such directions.

**Children:**

Children under the age of 14 must be supervised by an accompanying adult at all times

**Smoking:**

All smoking, including vaping/e-cigarettes, is prohibited on the trains.

**Prohibited Items:**

Items that are prohibited from DRL Services and Controlled Area (unless purchased on a DRL Service) include:

- (a) Alcohol;
- (b) Hot food;
- (c) Commercially produced takeaway food such as McDonalds, KFC etc;
- (d) Chilly bins;
- (e) Illicit drugs;
- (f) Musical instruments;
- (g) Recording devices for commercial purposes;
- (h) Dogs or other pets (guide dogs are permitted);
- (i) Flares, fireworks, laser pointers, smoke bombs;
- (j) Compressed gas containers and aerosols;
- (k) Knives or other dangerous weapons.;
- (l) Skateboards, roller blades, scooters or bicycles;
- (m) Chairs, stools or furniture of any kind;
- (n) Signs or banners that are obscene, offensive or abusive;
- (o) Flag poles of more than one metre in length
- (p) Any item that may compromise or otherwise interfere with the enjoyment, comfort or safety of any person or security on the train; and
- (q) Any other item that staff determines may cause injury or public nuisance or inconvenience to any other person.

**Passenger Conduct:**

Passengers must:

- (a) always be in possession of their Ticket;

- (b) Comply with all applicable laws;
- (c) use the DRL Service for personal commercial gain (without the prior written consent of DRL);
- (d) act in a safe and responsible manner;
- (e) follow all signs and obey all notices;
- (f) not smoke in a DRL Service or Controlled Area;
- (g) not consume alcohol on a DRL Service or in a Controlled Area other than is sold on a DRL Service;
- (h) not interfere with or use emergency equipment or emergency exits (except in an emergency);
- (i) not be violent or otherwise disruptive towards other passengers;
- (j) not be unreasonably noisy;
- (k) not litter; and
- (l) not tamper with or damage any property of DRL.

**Costumes:**

DRL Services may encourage you to dress up. Please comply with the following guidelines when designing a costume to wear on a DRL Service:

- (a) Costumes must conform to reasonable standards of decency.
- (b) Costumes should not be so large that a Passenger needs to take up more space than allocated per seat or impacts the view of other Passengers.
- (c) Accessories that look like or can be used as weapons are not permitted.

**Refusal to enter:**

DRL may refuse entry to any person (who require a person to leave) in relation to a DRL Service or Controlled Area at its sole discretion for reasons including:

- (a) for the safety of other Passengers and Accompanied Items;
- (b) to prevent violation of any law;
- (c) for failure to comply with DRL reasonable requests;
- (d) to prevent inconvenience, discomfort or objection to another Passenger;
- (e) the person is accompanied by an animal (other than a guide dog or similar service dog);
- (f) the action is necessary owing to the failure by a person to observe the instructions of DRL;
- (g) the person appears to be under the influence of alcohol or drugs or exhibit disorderly behavior;

- (h) the person is wearing (or is carrying any item) that is offensive (including gang patches);
- (i) the person refuses not to smoke on the DRL Services or in a Controlled Area;
- (j) the person is littering
- (k) the person is abusive towards DRL or other Passengers;
- (l) the person is noisy or violent or is disturbing the peace;
- (m) the person attempts to bring a prohibited item into the DRL Service or Controlled Area;
- (n) the person is in breach of these Terms.

If a Passenger refuses to disembark a DRL Service or leave a Controlled Area when required to do so by DRL will alert the NZ Police and a trespass notice may be issued.

## 9. General

**Governing law:** These Terms are governed by New Zealand laws and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.

**Conflict with Ticket conditions:** If there is any these Terms and the conditions or information printed on a Ticket these Terms prevail.

**Waiver:** No failure or delay by DRL in insisting on the strict performance of these Terms or to exercise any right under these Terms will operate as a waiver of those matters. A waiver will not be effective unless it is in writing. A waiver of any breach will not be a waiver of any other breach.

**Amendments:** These Terms may be amended without prior notice. Any amendments to these Terms are valid and effective from the time that they are published on Dunedin Railway's website ([www.dunedinrailways.co.nz](http://www.dunedinrailways.co.nz)).

**Severability:** In the event that any part of these Terms becomes void, invalid or unenforceable at any time, that will not affect the validity of the rest of these Terms.

**Force Majeure:** DRL will not be liable for any delay or failure to perform any of its obligations that is caused or contributed to by any event beyond its reasonable control (including but not limited to an act of nature, environmental occurrence, epidemic, pandemic, biological occurrence, genetic variation, fire, discontinuity in power supply, court order, riot, war, strike or labour disturbance).