



## **TAURANGA BARGE COMPANY**

### **A SUBSIDIARY OF PORT BLAKELY LTD**

#### **TERMS AND CONDITIONS – SKOOKUM – TAURANGA HARBOUR SERVICE**

These terms apply to all carriage of goods undertaken by Tauranga Barge Company on its vessel Skookum while operating in the Tauranga Harbour.

Carriage of goods on the service is covered by the provisions of the Contract and Commercial Law Act 2017 No 5 (**CCLA**).

The responsibility for carriage begins when the goods are accepted for carriage once loading commences under the supervision of the vessel's crew. Responsibility ends when the goods have been discharged off the barge under the supervision of the vessel's crew.

All goods are carried on "limited carrier's risk" terms. The Tauranga Barge Company Ltd will be liable for any goods lost or damaged up to the limit of liability as prescribed in s 259 of the Act or any subsequent amendment thereto only.

Tauranga Barge Company Ltd has the right to refuse the carriage of any goods and/or vehicle for any reason whatsoever including, but not limited to, whether they have concerns that a vehicle and/or the goods are volatile in nature, dangerous, offensive or likely to cause harm to other passengers, the crew and/or the barge.

The carriage of dangerous goods is regulated by the Maritime Rules. Dangerous goods must be declared to Tauranga Barge Company Ltd prior to boarding. All goods are carried at the discretion of Tauranga Barge Company Ltd.

Nothing herein shall override any provision of the Consumer Guarantees Act 1993 where otherwise applicable.