

19. MOTOR CYCLES ACCOMPANYING PASSENGERS**19.1 Charges**

Motor cycles, power cycles and motor scooters accompanying passengers and ridden or wheeled on and off the vessel by the passenger will be charged at the following rates:

Motor cycles ...	...	...	...	...	...	...	...	\$15.10 each
Power cycles ...	...	...	...	...	...	...	...	\$12.00 each
Motor scooters ...	...	...	...	...	...	...	...	\$12.00 each
Motor cycles with sidecars attached	...	...	...	...	...	...	...	\$30.00 each

19.2 Owner's risk

The foregoing rates are at "limited carrier's risk" and will be reduced by 2 percent where passengers require that the motor cycles, etc, be carried at "owner's risk".

19.3 Not on own wheels

Motor cycles, power cycles, and motor scooters accompanying passengers but not ridden or wheeled onto the vessel by the passengers must be consigned as parcels traffic.

PART III : GOODS**20 TERMS AND CONDITIONS ON ALL SERVICES**

Goods shall be carried and incidental services performed on Corporation services at the charges specified hereinafter, or at charges determined as a condition of a licence issued pursuant to the Transport Act 1962 *except that* the Corporation may, as provided in the New Zealand Railways Corporation Act 1981, fix special scales of charges and impose special terms and conditions in addition to or in lieu of the ordinary ones. Goods shall be carried in conformity with the terms and conditions imposed pursuant to the New Zealand Railways Corporation Act 1981 and in accordance with the Carriage of Goods Act 1979.

20.1 Liabilities of Corporation

The Corporation shall not be liable for any loss of or damage or delay to any goods otherwise than in accordance with the provisions of the Carriage of Goods Act 1979 and of the terms and conditions made pursuant to the New Zealand Railways Corporation Act 1981.

20.2 Kinds of carriage

Section 8 of the Carriage of Goods Act 1979 provides as follows:

"8. Kinds of contract of carriage—(1) for the purpose of determining upon whom liability for the loss of or damage to any goods is to fall every contract of carriage shall be one of the following kinds:

(a) A contract for carriage "at owner's risk", under which the carrier shall not be liable for the loss of or damage to any goods, except where the loss or damage is intentionally caused by the carrier:

(b) A contract for carriage "at limited carrier's risk", under which the carrier shall be liable for the loss of or damage to any goods in accordance with sections 9, 14, and 15 of this Act:

(c) A contract for carriage "at declared value risk", under which the carrier shall be liable for the loss of or damage to any goods up to an amount specified in the contract and otherwise in accordance with sections 9, 14, and 15 of this Act:

(d) A contract for carriage "on declared terms", under which the carrier shall be liable for the loss of or damage to any goods in accordance with the specific terms of the contract.

(2) Subject to the succeeding provisions of this section, where in any contract of carriage the term "at owner's risk" or the term "at limited carrier's risk" or the term "at declared value risk" or the term "on declared terms" is used, the contract shall be deemed for the purpose of this Act to be one to which paragraph (a) or paragraph (b) or paragraph (c) or paragraph (d) (as the case may require) of subsection (1) of this section applies.

(3) Subject to the succeeding provisions of this section, the kind of contract of carriage to be entered into in a particular case is a matter for agreement between the parties.

(4) Where the contract does not purport to be of a particular kind, it shall be deemed for the purposes of this Act to be a contract for carriage "at limited carrier's risk".