

JetX Air Cargo (A Division of Air Rarotonga Limited)

CONDITIONS OF CARRIAGE

An Air Waybill issued by Air Rarotonga Limited (trading as JetX Cargo), forms the contract of carriage between the Shipper and Air Rarotonga Limited (the Carrier). Carriage of inter-island cargo is subject to the CARRIAGE OF GOODS ACT 1998, and where the Act requires, this contract is subject to the provisions of that Act.

LIMITED CARRIERS RISK

All cargo, except fragile, perishable or inadequately packed cargo, is carried at "Limited Carriers Risk".

This means that should a consignment be lost or damaged while under our care, Air Rarotonga Limited, if liable under the Act, will pay up to a limit of \$1500 per "unit of goods". A "unit of goods" means each piece, or carton or outer container of goods.

OWNERS RISK

If we consider your cargo is intrinsically fragile (e.g. glassware, electronics), valuable (e.g. cash, pearls etc), inadequately packed, or perishable such as frozen foodstuffs, we will require you to sign the OWNERS RISK clause on the Air Waybill. This releases Air Rarotonga Limited from all liability for any loss or damage except where we intentionally cause the loss or damage. Such cargo is carried at your own risk.

CONSEQUENTIAL LOSS AND DAMAGE EXCLUDED

Liability i) for damages consequential upon the loss of or damage to your goods, ii) for loss of profits and iii) for any damages other than loss or damage of your goods is EXCEPTED under all circumstances (and whether we or our servants have been negligent or not).

CLAIMS FOR LOST OR DAMAGED CARGO

Claims for lost or damaged cargo must be lodged within 7 days of travel. You can lodge a claim by completing the form on this website or obtain one from any of our airport offices. Where an item has been lost, you will be required to establish the correct description and value of the goods.

SPACE AVAILABLE CARRIAGE

If your consignment has been accepted as AIR CARGO SPACE AVAILABLE, it will be carried when space next permits on a scheduled flight. Air Rarotonga Limited accepts no responsibility for the late arrival of your consignment, or its deterioration or damage arising from the delay.

DANGEROUS AND RESTRICTED GOODS

Certain items such as inflammable fluids, firearms, chemicals and the like, are subject to special packing and handling procedures, or may be prohibited on board aircraft. Further information on dangerous and restricted goods can be downloaded from the Dangerous Goods section on this website. When you sign an Air Waybill, you are certifying that your consignment contains no dangerous or restricted items (including valuables). If you are in doubt, please ask for more information at any of our offices.

RIGHT TO DECLINE GOODS

Air Rarotonga Limited expressly reserves the right to decline transportation of any goods considered hazardous, insufficiently packed, or which might cause discomfort or annoyance to passengers.