

**BETWEEN**

**ACX**

FIRST APPLICANT

**ACY**

SECOND APPLICANT

**AND**

**ZXC Ltd**

RESPONDENT

Date of Order:

11 July 2013

Referee:

Referee Perfect

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**ORDER OF THE DISPUTES TRIBUNAL**

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**The Tribunal hereby orders that the Respondent is to pay the sum of \$305.53 directly to ACX and ACY within 10 days of the date of this order.**

## **Facts**

[1] ACX and ACY parked their car at ZXC Ltd at the airport for 13 days while they were overseas. On their return (after midnight) they were not picked up by ZXC's free shuttle and could not get access to their vehicle. After various attempts at getting in contact with ZXC, they booked into a hotel for the night and claim the cost of a taxi and accommodation.

[2] NJ for ZXC Ltd says that their shuttle picked up passengers from the terminal at 11.59 pm. ACX and ACY did not get through customs and to the pick-up point until about 12.20 am. Their check-out time with ZXC Ltd was 1 am and prior to this ACX says he tried ZXC Ltd's 0800 number twice, the second time leaving a message. NJ says their phone does not have a message option and demonstrated this at the hearing. He suggests ACX may have dialled a wrong number. ACX says there was a recorded voice identifying the business he called.

[3] Between 1 am and 1.30 am ACX caught a taxi to ZXC Ltd's premises and found it lit and locked. He was unable to get the attention of anyone who may have been on the premises and says it appeared unattended to him. NJ says his cameras record a taxi arriving at 1.22 am. He stated that his staff member was at the terminal at this time doing another pick-up. ACY was waiting at the terminal throughout this period and denies seeing a ZXC Ltd's shuttle during this period. NJ did not bring the staff member as a witness so we have not heard directly from him about his movements between 12 am and 1.30 am. ACX's taxi receipt confirms an end time of 1.30 am.

*Was ZXC Ltd's service carried out with reasonable care and skill?*

[4] Under the provisions of the Consumer Guarantees Act 1993, I find that ZXC Ltd's service was not carried out with reasonable care and skill. The service charge of \$65 was for 13 days of secure parking as well as shuttle transfers, the shuttle transfers being an inherent part of the overall service.

[5] Based on the taxi trip evidence and the timing of the flight arrival, I accept that ACX and ACY waited a period of over an hour and I accept that they are highly likely to have made phone calls before deciding to take a taxi to ZXC Ltd's premises. I have no evidence as to why there was no shuttle service available to them but I find that there was not and that it was reasonable, given their attempts at contact, the time of day, and the length of time they waited that they book into a hotel for the night.

*What is the reduction in value of the services and what is the amount of reasonable losses resulting from the failure in the service?*

[6] Under ss 32(b) and (c) of the Consumer Guarantees Act, I find that the reduction in the value of the service is \$5 (because the larger part of the service was for carparking which was provided) and I award consequential losses of \$300.53, being the cost of a taxi to ZXC Ltd's premises and the cost of a night in a hotel, these combined costs being cheaper than returning home to [West Coast town] and coming back to the airport for the car the next day.