

TERMS AND CONDITIONS
MOVING AUCKLAND

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1. Our Terms and conditions of Service

1.1. We provide carriage/ transportation & incidental services strictly on "owner's risk" basis.

2. DEFINITIONS

2.1. In these terms and conditions of supply of services:

Carriage or Carrier means vehicle used for transportation / conveyance of goods from one place to the other and includes any incidental service.

Incidental services mean such services in relation to the goods as are ancillary to the performance of primary services and which are undertaken to facilitate carriage of goods pursuant to a contract of carriage. Incidental services may include but are limited to jobs performed by consolidators, packers, stevedores and persons working at the warehouse and persons giving technical assistance.

Contract of Carriage means this contract and includes Terms and Conditions of the Contract.

Goods means goods, baggage and personal property of any kind and includes chattels, plants, documents and other items of value.

Guarantor/s means person/s, company or any entity or trust who have signed the Guarantee and Indemnity of this contract (including their heirs, successors and assigns) and who stand surety to fulfil the engagement, which the person has entered into provided the principal debtor or the principal who has signed the contract fails to do so.

Incidental service means any service performed to facilitate the carriage of goods following a contract of carriage.

Owner's risk means kind of contract of carriage as under the Contract and Commercial Law Act 2017, 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.

Loss in relation to the goods includes non-delivery of goods or destruction of goods and direct or consequential loss whether financial or otherwise.

Owner means the person(s), firm, company, trust or other entity, who own the goods and, includes their authorized signatory who has signed this document and describes and includes the term guarantor;

Standard Service means our service in normal course and includes two persons and a carrier.

2.2. All of our contracts are in writing and contracts once entered may be varied with our written consent only any accruing cost for such variation shall be passed on to you.

2.3. Should you decide to cancel a contract, your notice should be writing, which must be acknowledged by us in writing upon receipt. Following cancellation charges shall apply:

2.3.1 Within 12 hours of the date and time we agreed to be at your site: \$500.00 per carrier contracted; and

2.3.2 More than 120 hours from the time we agreed to be at your site: \$200.00 per carrier contracted.

2.3.3 A non-refundable deposit of \$1500 or 25% of the total estimated cost (whatever is greater) is required for

long-distance moves - 500 plus kms radius from Auckland. All non-refundable deposits can be utilized towards a similar future reservation within a 12 month period from the date of the original reservation

- 2.4. We may examine goods before loading the goods onto our carriers and may, in our absolute discretion, refuse to carry any goods for reasons cited at the loading station. We may however, undertake to carry some or all goods subject to such reasonable terms and conditions as we may require having regard to the circumstances.
- 2.5. We are not IT specialists, electricians, carpenters, technicians, plumbers, carpet layers, builders, tradesmen, etc. and are not authorized or qualified to carry out work in those fields such as disconnecting, re-connecting, dismantling, re-assembling, specialized handling, etc. Accordingly, specialist work should be carried out by properly qualified person employed by you.
- 2.6. We will not uplift goods from or deliver to unhygienic, filthy, infested, unlit, unsafe or prohibited areas.
- 2.7. It will be your responsibility to collect goods once delivered. If goods are not collected upon delivery, we will be entitled to remove the goods from the delivered address and deliver the same to our storage premises at your expense except where you provide written instructions to us to continue to store said goods which will be at your expense or where you instructions are to deliver the goods to a specified address again, at your expense. If goods are not collected we are entitled to an active and particular lien over the goods.
- 2.8. After lapse of five days from the date the items have been put into storage (and no written notice is provided as above) we agree that we are entitled to sell the goods at any price without due consideration for market value from which we will deduct our freight, interest, legal and other costs and refund the net surplus, if any, to you. Where the sale proceeds are inadequate to meet the costs including freight you will continue to be liable to pay the shortfall. We also retain the option to partly sell and partly destroy or to destroy or to dispose of any or all goods after the goods have remained in our storage for a period of five days unless you instruct us otherwise in writing confirming you will meet all our costs involved in continued storage of said goods.
- 2.9. Where you instruct us to keep the goods in storage, we would require payment in advance for each day of storage. Failure to pay our storage charges may result in disposal of goods according to clauses 1.6 and 1.5 of this contract. Where due to lack of written instructions we decide to destroy or otherwise dispose of goods in any manner specified all reasonable expenses incurred by us shall be recoverable from you.
- 2.10. Where the goods are perishable, we will, at our sole discretion, decide as to the number of days or number of hours the goods may remain in our storage (at your absolute risk) prior to such goods being sold or destroyed or disposed of in any manner deemed appropriate from our understanding and at our sole discretion. In such situation, expenses and costs incurred shall be fully recoverable from you. We may not strictly abide by your written instructions relating to time period for which the goods, being perishable items, may be retained in our storage if from our point of view the items would perish earlier to the timeline suggested by you.
- 2.11. Where the goods are sold, destroyed or otherwise disposed of, we shall not be liable to you or to any other party for any loss direct or consequential.
- 2.12. Unless any loss or damage has been caused intentionally by us, we will not be liable for any other type of loss of or damage to goods and in such event, you will not be liable to seek any compensation from us.
- 2.13. The schedule relating to pick up and delivery times provided by us are based on an estimate and are not a commitment. Delays do not entitle you to cancel the contract or to seek compensation from us.
- 2.14. We will provide standard services for removal of household goods but may add other service options if requested and agreed by us at our absolute discretion when moving large or heavy or delicate items requiring special care and/or to carry goods to multiple floor premises.
- 2.15. Our charges depend on the location from where goods are to be picked up from and delivered to. Our standard charges are for pickup from and delivery to ground levels/ floors. There will be additional charges if goods are to be picked up from and/ or delivered above ground floor.
- 2.16. Our carrier and incidental services are from loading site to unloading site. Depending on the load at the loading station and unloading at destination, we select the type of carrier as may be required.
- 2.17. We may refuse to uplift or to deliver goods at places which are infested, unsafe and/ or prohibited.
- 2.18. Our responsibility does not extend to disconnecting, draining, cleaning and drying up of fridges, deep freezers,

dishwashers, microwave ovens, cookers, appliances, utensils, dishes, lawnmowers, mechanical, electrical, electronic and other equipment; you need to ensure these tasks are duly completed by you before our arrival at the point of pickup. Likewise, we will not carry out tasks relating to connecting the electric gadgets to sockets or to operate them at the point of delivery.

2.19. Where we are unable to supply our agreed to services, we shall notify you as soon as possible and contract or contracts, if multiple and applicable, shall be void and at an end.\

3. Your Obligations as our customer/ client

- 3.1. Before signing the contract, you should go through our terms and conditions of service, your own obligations including terms of payment and other matters. We strongly encourage you to discuss this contract with your legal representative before executing.
- 3.2. If for any reason you are unable to sign this contract but still utilize our services you shall be deemed to have agreed to and accepted our terms and conditions of service and your obligations and other matters incorporated herein, as if you had signed the contract.
- 3.3. We take your signing of this contract as sufficient proof that the goods you instruct us to pick up, transport and deliver are yours or you are authorized to deal with them.
- 3.4. You warrant that the goods that you have instructed us to pick up, transport and deliver do not violate the provisions of the Explosives Act 1957, The Restricted Drugs Act 1960, the Radiation Protection Act 1965, The Dangerous Goods Act 1974 or any other enactment relating to goods of particular nature or class.
- 3.5. You are under obligation to provide us with accurate information relating to the nature and class of each item of goods including:
 - 3.5.1. if goods are fragile, large and/ or heavy;
 - 3.5.2. correct street address;
 - 3.5.3. loading and unloading premises including number of floors, issues relating to narrow doors and corridors;
 - 3.5.4. date and time when services are required;
 - 3.5.5. parking facilities at the loading and unloading sites including arranging permission to park, at your cost, where parking may not be generally allowed;
 - 3.5.6. Obtaining any permit, license or other document, at your cost, as may be necessary for the removal, transportation and delivery of goods; and
 - 3.5.7. And other issues/circumstances which may affect the performance of our services.
- 3.6. Our standard service includes two persons and a carrier, which we determine as suited to your requirement, however, if you consider you would require additional manpower or a different type of carrier service, you should inform us in advance and discuss your requirements.
- 3.7. Before we arrive at the pickup point, you need to make goods ready for pick up for transportation by our service providers.
- 3.8. You agree that it is your responsibility to be present at the site by you or representative at the loading and the unloading site whilst we undertake the services we have agreed to provide. Further you must:
 - 3.8.1. sign any Contract or Terms and Conditions (if not signed earlier);
 - 3.8.2. make decisions on site, if required, and provide instructions;
 - 3.8.3. complete any other formalities necessary; and
 - 3.8.4. pay our costs or balance owing unless payment matter has been pre settled.
- 3.9. You agree it is your responsibility to arrange for full insurance cover of all your goods, which you hand over to us or instruct us to be transported as we will not be liable for the loss of or damage to any goods except where the loss or damage is intentionally caused by us. This provision shall apply even where the goods are packed by us.
- 3.10. You agree you will identify in writing goods that are fragile or delicate and require special handling or goods that are too heavy or voluminous to carry.
- 3.11. If we feel there may be risk involved in carrying such goods, we may in our sole discretion refuse to carry such goods unless you confirm such goods have been fully insured by you before we undertake the job. In any event,

you agree you will not hold us liable for any damage done to such goods unless where any loss or damage caused is intentionally caused by us.

4. Cost estimates and quotes:

- 4.1. Our quotes and cost estimates will be our estimated costs based on our standard service and on information provided by you and believed by us to be correct.
- 4.2. While we endeavor to provide estimates close to the actual cost as possible our estimates are subject to change depending on actual service performed by us, which may on completion of our service include parking costs, tolls, requirement of additional labour, re-direction, additional costs in respect of large dimension goods, weight or access conditions not accurately stated to us, and any other cost or service, which in our sole opinion exceeds our standard service.
- 4.3. Unless specified in writing by us our estimated costs do not include GST, taxes, duties, demurrage and the like.
- 4.4. Our final invoice will be based on actuals including GST, taxes, duties, surcharge, demurrage and actual cost for labour, carrier, parking (if paid by us), tolls, any other fee, charge or any other cost incurred and paid by us plus an additional 3.5% where part or full payment of the final invoice is made through credit cards.
- 4.5. You agree that the final invoice will not be subject to any discount and will not be disputed unless any product amount in the invoice or the final amount has been miscalculated due to unintentional error/ typo.

5. Payment of our dues:

- 5.1. By signing this contract, you agree to pay our costs:
 - 5.1.1. In advance, if we so demanded; or
 - 5.1.2. Part advance and part on delivery of goods at the unloading site but before unloading begins; or
 - 5.1.3. In special circumstances, on such time and date as is agreed to you in writing;
 - 5.1.4. In full without any deduction or right of set off or counter claim;
 - 5.1.5. Either by cash or credit card (subject to 3.5% surcharge) or EFTPOS or banker's cheque (but not personal cheque), time being of essence for payment.

6. Default in payment:

- 6.1. If payment is not received in full, we shall be entitled to:
 - 6.1.1. recover the balance from you as a debt;
 - 6.1.2. recover the balance in full without any deduction or right of set off or counter claim;
 - 6.1.3. charge late payment surcharge on the balance on a daily basis at a rate equal to 10% per month over the balance amount;
 - 6.1.4. service charge of 5% per day on the overdue balance; and
 - 6.1.5. all collections costs incurred by the Company including court costs, legal expenses on a solicitor and client basis, and any debt collection costs and commissions.

7. Liability

- 7.1. We will carry out carriage and incidental services with care and to the best of our ability but strictly on "owner's risk" basis which means:
 - 7.1.1. We are not liable in contract, in tort or otherwise for the loss of or damage to any goods, including direct or indirect loss or consequences, monetary or otherwise that may arise due to our handling of the goods. Our responsibility is strictly limited to loss or damage, which is intentionally caused by us;
 - 7.1.2. Any claim for intentional loss will not be accepted by us unless notice alleging intentional loss is filed in writing on the day of loading/ unloading; and
 - 7.1.3. The owner of the goods must provide evidence to show intentional loss within 24 hours of the loss being suffered.

- 7.2. All notices relating to the intentional loss must be writing and received by us no later than 5 days from the date of delivery.
- 7.3. While we are committed to provide our services with utmost care and attention in picking up and delivering goods, we do not rule out the possibility or any chance where despite our utmost care and attention some damage like marking to doors, walls etc. may be caused to your house and property including damage caused by our vehicles to lawns, driveways, footpaths, underground pipes, cables, sewerage and other underground installations.
- 7.4. You agree you will absolve us of any claim where any such damage or mark appears and further agree that our services are strictly at owner's risk. You also agree that we will neither be liable to you nor to the insurers for any such damage on the date and time of occurrence of such damage or at any later stage whenever such damage is noticed or determined as caused due to movement of our carriers or for any damage as may be determined to be a consequence of damage caused during the performance of our services.
- 7.5. We will also not be liable if any or all the goods under transportation are seized under any legal process by any agency, whether government or private.
- 7.6. You agree to absolve us from any claim should any loss occur while our staff saves or attempts to save life or property in peril.

8. Representations and Indemnity

- 8.1. We have not authorized our staff, agents or representatives to make any representations, statements, conditions or agreements other than those specifically expressed in this contract or made by the person signing the contract on behalf of the company. We are not bound by any such unauthorized representations, statements, conditions or agreements before the beginning of our services, during the course of our services or after we complete our services.
- 8.2. We will not be liable for consequential or other damages as a result of any representation, statement, condition or agreement purported to have been made / issued by any of our staff, agent or representative.

9. Miscellaneous

- 9.1. Any variation to this contract must be in writing and signed by you and by manager of the company or any staff, agent or representative authorised in writing by the company to sign such variation on behalf of the company. We may, but you may not, vary or replace this Contract. You agree to sign any variation or replacement of the Contract if you want us to provide carriage or incidental services.
- 9.2. You may not assign all or any of your rights or obligations under the Contract without our prior written consent. However, we may assign our rights and obligations under this Agreement.
- 9.3. We are not bound by any error or omission on any invoice or other document or statement issued by us.
- 9.4. Where we have rights and remedies at law or otherwise in addition to the rights set out in the Contract, those rights and remedies will continue to apply.
- 9.5. The governing laws and jurisdiction for any dispute is New Zealand.
- 9.6. The headings are only for purposes of convenience and not to be use in interpretation of the clauses.
- 9.7. The singular includes the plural and one gender includes the other.
- 9.8. The terms and conditions contained herein constitute the entire Contract between the parties. You agree that no representations have been made by us or on our behalf which has induced you to enter into this Contract.
- 9.9. No relaxation or indulgence granted by us to you shall be deemed as a waiver of any of our rights in terms of this Contract and such relaxation or indulgence shall not be deemed a variation of any terms and condition of this Contract.
- 9.10. You agree that, where deemed necessary, we may use your personal information for the purposes of credit check
- 9.11. You jointly and severally irrevocably consent to:
 - 9.11.1. the credit agency giving us information about you for the purpose of credit check;

9.11.2. our providing your personal information to the credit agency and the credit agency holding that information.

9.11.3. the credit agency providing the information gathered by them to others seeking a credit check on you.