

TERMS AND CONDITIONS OF BUSINESS.

CANTERBURY MOVERS LTD



Confirmation Form

Our quote (if a quote is provided to you), the confirmation form and these terms apply to the relocation services we provide to you. You will be bound by these terms on acceptance of our hourly rate or our quote as set out in the confirmation form.

Payment

You are required to pay the amount provided for under the confirmation form together with any additional charges incurred under these terms on or before the date of your relocation.

If we agree that you are not required to make payment before the date of your relocation we will invoice you for payment on completion of the relocation services. Payment will then be due 7 days after the date of our invoice.

You may pay us using any of the payment methods listed on the confirmation form. If you choose to pay by Visa or Mastercard you will be charged an additional transfer fee of 3% of the amount due. You will remain liable for the full amount payable until our bank acknowledges that the payment has been cleared.

You are not entitled to withhold payment, make any deductions from any payment (including bank fees) or set-off any amount we may owe you, without our prior written consent.

Interest at the rate of 15% per annum (calculated daily) will be payable on all amounts owed by you to us from the date payment is due until all that money and interest payable is paid. You acknowledge that the rate specified in this clause reflects the risk to the Company if we do not receive payment because of your default. This clause does not prejudice any other rights we may have due to your late payment or non-payment.

You will be liable to pay all actual expenses and legal costs of the Company if we are required to take any steps to enforce these terms and obtain payment because you have breached your payment obligations.

If the Customer is more than one person, you will each be jointly and severally liable for payment under these terms.

Excluded Items and Additional Costs

Our quote is based on the information you have provided to us. If the number of items to be transported or any other details of your relocation change or the information you have provided to us is incorrect, you will be liable for any additional charges incurred. For example, this may include additional labour costs if the collection address or delivery address cannot be accessed by our vehicle or you have not completed packing the goods by the agreed time for collection and we are required to complete this for you.

Our quote does not include any additional charges which may be payable to local authorities or other regulatory agencies for traffic management plans and any other permits or consents which may be required to allow us to carry out the relocation services. You will be required to obtain any necessary permits and consents at your cost.

Our quote does not include any craneage costs to remove or deliver goods.

Our quote does not include taking down or putting up any fixtures, electrical fittings, blinds, curtains, cabinetry, carpets or flooring.

If you have packed the goods for transport and we believe that any of the goods have not been adequately packed, we may either request that you re-pack the goods, we can pack the goods to an acceptable standard and charge you for the additional costs or we can refuse to transport the goods.

Dangerous Goods

The Company will not transport or store any flammable or dangerous goods or substances including but not limited to, petrol, LPG, oils and paints, and garden poisons.

If the Company discovers potentially dangerous goods, we may destroy or dispose of them if we believe this is necessary to avoid the threat of harm to persons or property. We may require you to reimburse us for any expenses we incur in destroying or disposing of those potentially dangerous goods. We will not be liable to you if we destroy or otherwise dispose of any dangerous goods.

Delivery

We will deliver the goods during our normal business hours of Monday to Friday: 7am to 5pm and Saturdays: 7.30am to 12.30pm. Additional charges will apply for deliveries outside those hours.

We deliver to properties within a 30km radius of the centre of any major city within New Zealand. Additional charges will apply for delivery outside that area.

We will do our best to deliver the goods within the delivery times we may have agreed with you, but the Company will not be liable to you if those timeframes cannot be met because of reasons outside our control. Delays can occur for many reasons including mechanical breakdown, road closure, cancelled or delayed sailings, adverse weather conditions and other reasons that may be outside our control.

We will deliver the goods to the first floor of the delivery address stated on the confirmation form, unless we have agreed otherwise with you and this is stated on the confirmation form.

If we find that there is greater than normal difficulty in performing the relocation services and you have not notified us in writing of those difficulties before we prepared our quote, then you may be required to pay our reasonable additional charges. These difficulties may include more than a minimal number of stairs on the property, longer than normal paths from the vehicle access point to the building, tight doorways, narrow stairways and tight internal manoeuvring space.

The Company is only required to deliver the goods to you or any other person authorised by you in writing to receive the goods.

Property Access

You must ensure we have good access to the collection address and delivery address stated on the confirmation form. This includes clearing any branches or other obstructions to allow for vehicle access.

All vehicle crossings, driveways and bridge access at the collection address and/or delivery address will be used at your risk. Any towing or salvage costs incurred to recover our vehicles in the event a vehicle crossing, driveway or bridge access was inadequate, will be charged to you.

The Company will not be liable for damage to any driveway, road, kerb, vehicle crossing, path or access way caused by our vehicles unless you have notified us in writing before the date of your relocation that any of those means of access are unsuitable.

If you are not at the collection address or the delivery address at the agreed time or there is any other delay in accessing the collection address or the delivery address which is not caused by us:

- An additional waiting fee of \$155.00 plus GST per hour will apply.
- If we are required to wait in these circumstances beyond a time we consider reasonable, we may decide not to perform the relocation services on that date. If we are carrying your goods we will store those goods until they can be redelivered on a date and time that is convenient to you and us. You will be required to pay any storage, redelivery and any other costs we incur in these circumstances.

Storage

We are not required to deliver any goods we are holding for you in storage until all amounts owed to us have been paid in full.

You must give us reasonable notice if you wish to inspect or remove your goods we are holding in storage and comply with our reasonable requirements when inspecting or removing any goods.

You will be liable for all damage, loss, costs and expenses we suffer or incur resulting from the storage of any dangerous goods without our knowledge.

The Company will not be liable for any loss of or damage to the goods which we have agreed to store caused by any act of God, adverse weather conditions, fire, explosion, burglary, pests, act of government or state, war, civil commotion, labour dispute of whatever nature or any other reason beyond our control.

Insurance

The confirmation form records whether you have elected to obtain transit insurance cover arranged by the Company.

If you do not elect to obtain transit insurance cover the goods will be carried at "Owner's Risk". This means the Company will pay no compensation if the goods are lost or damaged, unless we intentionally lose or damage them.

If you have elected to obtain transit insurance cover:

- You must pay the insurance premium to us within 24 hours of your acceptance of our quote or our hourly rate.
- The goods will be covered for loss or damage while being transported, up to the total insured value recorded on the confirmation form.
- If you believe any of the goods have been lost or damaged during transit, you must notify us of your claim in writing within 7 days after the goods have been delivered. You must provide us with any information we or the insurer requires to process the claim and you must pay the relevant excess. We may not process your claim if you have not paid all amounts due to us.
- All marble, glass, urns and any other goods we specify must be crated for transport. If you fail to do this and the goods are damaged during transit, you acknowledge that the insurance policy may not respond to cover that damage.
- All pot plants, planters, birdbaths and similar items will not be covered by the insurance policy and will be carried at "Owner's Risk".

Guarantee and Indemnity

The following clauses in this part apply only where the Customer is a company.

In consideration of the Company agreeing to supply relocation services to the Customer, the guarantors named below (the "Guarantor/s") unconditionally guarantees to the Company the punctual payment by the Customer of all amounts payable (from time to time) to the Company and the performance by the Customer of its obligations under these terms.

This guarantee will not be affected by:

- The granting of any indulgence or concession to the Customer; or
- Any alteration to our quote, the confirmation form or these terms; or
- The fact that this guarantee is not signed by all of the directors of the Customer; or
- Any other act, omission or event which but for this provision might operate to discharge, impair or otherwise affect the Guarantor/s' obligations under this guarantee or any of the rights, powers or remedies granted to the Company by this guarantee.

As between the Guarantor/s and the Company the Guarantor/s may for all purposes be treated as the Customer and the Company will be under no obligation to take proceedings against the Customer before taking proceedings against the Guarantor/s.

Where two or more persons are named as Guarantor/s, their obligations under this guarantee are joint and several and a reference to the Guarantor means any one or more or all of them.

Miscellaneous

In these terms:

- "Company", "we" or "us" means Canterbury Movers Limited.
- "Customer" or "you" means the person who the Company supplies relocation services to under these terms.

For the purposes of assessing your (and any Guarantor/s) creditworthiness, you (and any Guarantor) authorise:

- The Company to provide any agency with any information collected by us from you (and any Guarantor); and
- The Company to collect any information from any agency about you (and any Guarantor); and
- Any agency to provide the Company with any information about you (and any Guarantor) which the Company requires.

The person who signs this form on behalf of the Customer will be deemed to have the necessary authority from the Customer to engage our services.

The Carriage of Goods Act 1979 applies, except as modified by these terms.

The Company acknowledges that the Consumer Guarantees Act 1993 ("CGA") may apply to the services we provide to you if you relocating to a residential property. We acknowledge that if you are consumer relocating to a residential property then these terms are not intended to limit or exclude our obligations under the CGA. However, if you are relocating to commercial premises you agree under s43(2) of the CGA that the provisions of the CGA will not apply to the relocation services we provide to you.