

# Auckland Metro Freight Limited

## CONDITIONS OF AGREEMENT – Household Shifts Only

1. Liability of the Forwarder:
  - (a) All goods to be carried at Owners Risk (pursuant to the Carriage of Goods Act 1979 hereinafter referred to as "the Act")
  - (b) subject to the limitation contained within section 15 (1) of the Act
    - (i) the Forwarder shall not be under any liability, howsoever caused or arising and (without limiting the generality of the foregoing) whether caused or arising as a result of the negligence of the Forwarder or otherwise for any damage to, loss, deterioration, mis-delivery, delay in delivery or non-delivery of the goods (whether the goods are or have been in the possession of the Forwarder or not) nor for any instructions, advice, information or service given or provided to any person, whether in respect of the goods or any other thing or matter, nor for any consequential or indirect loss, loss of market or consequences of delay; and
    - (ii) the contracting party will indemnify the Forwarder against all claims of any kind whatsoever, howsoever caused or arising and (without limiting the generality of the foregoing) whether caused or arising as a result of the negligence of the Forwarder or otherwise, brought by any person in connection with any matter or thing done said or omitted by the Forwarder in connection with the goods.
2. THE Forwarder reserves the right to refuse carriage for any person or for any class of goods.
3. ALL terms used in this contract shall have the meanings as set out in the Act, and where the conditions contained in this contract differ from the provisions of the Act then so far as the parties are able the contract prevails over any statutory provision and the parties are deemed to have contracted out of the provisions of the Act and the Forwarder shall not be bound by any agreement varying these conditions unless such agreement shall be in writing and signed with due authority on behalf of the Forwarder.
4. THE goods shall comply with the requirement of any applicable law relating to the nature, labelling and packaging and carriage of goods and the expenses and charges of the Forwarder in complying with the provisions of any such law or with any order or requirement thereunder or with the requirement of any harbour, dock, railway, shipping, customs, excise duty, or sales tax, warehouse, or other authority or company or the expenses, charges, levies or fines arising out of the breach of any applicable law shall be paid by the Contracting Party.
5. THE goods shall be safely and properly packaged and labelled if any goods are of a noxious, dangerous hazardous or inflammable nature or capable of causing damage or injury to any other goods or property or to any persons or animals and any additional freight charges shall be paid on such goods if deemed necessary by the Forwarder. Failure to safely and properly package or label or to fully describe any goods as aforesaid shall render the Contracting Party liable for any loss or damage whatsoever caused to or by such goods and acceptance of the goods for carriage without discovery of any such defect or lack shall not exclude or diminish any liability on the part of the Contracting Party.
6. THE Forwarder will charge an hourly rate that will commence at the arrival on site at the agreed start time, and end when the job is completed, and the vehicle leaves the destination site, fully unloaded. If the destination site is unavailable, the hourly rate charge continues until the goods are fully unloaded and the vehicles leaves the alternative site.
7. PAYMENT shall be considered earned and shall fall due for payment as soon as the forwarder arrives on site at the agreed start time. Payment shall not be withheld or deferred on account of any claim, counter claim or set-off. Should payment in full not be made to the Forwarder immediately following delivery at the agreed destination site, upon the presentation of a tax invoice then:
  - (a) The Forwarder shall be entitled to sue forthwith for the recovery of all outstanding freight and Section 21 of the Act shall not apply; and
  - (b) Any costs incurred by the Forwarder in connection with recovery action taken in respect of- outstanding freight and other charges shall be payable by the Contracting party on demand.
8. THE Forwarder will not on-forward goods nor have them carried by any method or any person.
9. THE Consignor expressly warrants that he is either the owner or the authorised agent of the owner of any goods or property the subject matter of this contract, that the person signing this contract has authority so to do, and by entering into this contract he/she accepts these conditions of contract as or for the Contracting Party as well as for all other persons on whose behalf the Contracting Party is acting.
10. THE Contracting Party in this document means the person at whose request the Forwarder is to provide the carriage of goods.
11. HAZARDOUS GOODS The Company will not, except in terms of special arrangements previously made in writing to the Forwarder correctly setting out and describing the goods as required by Law, accept or deal with any noxious, dangerous or inflammable goods, or any goods likely to cause damage, or which it is unlawful to carry. If the customer delivers such goods to, or causes such goods to be handled or dealt with by the Company or any sub-contactor or agent, the consignor shall be liable for all loss or damage whatsoever caused by or to in connection with the goods howsoever caused or arising and shall indemnify the Company, sub-contractors and the agents against all penalties, claims, damages, costs and expense whatsoever arising in connection therewith, and the goods may be destroyed otherwise dealt with at the sole discretion of the Company, the sub-contractors or any other person in whose custody they may be at the expense of the consignor without the company, the sub-contractors or such other person being responsible for the value thereof.
12. PASSENGERS are not permitted in Auckland Metro Freight Limited vehicles at any time.
13. AUCKLAND Metro Freight Ltd reserves the right to charge a cancellation fee for any confirmed household/warehouse shift within 48 hours of the agreed start time of \$50.00 inc gst.