

TERMS AND CONDITIONS OF TRADE

"The company" means **Vowles Transport Limited**.

"The customer" means any person at whose request or on whose behalf the company undertakes to provide services pursuant to these conditions.

1. The company reserves the right in its absolute discretion to refuse the carriage of goods for any person.
2. The customer warrants that it is the owner or the authorised agent of the owner of the goods and that it is authorised to accept and does accept these conditions not only for itself but also for and on behalf of all other persons who are or may hereafter become interested in the goods.
3. Where the customer is acquiring the company's services for the purpose of a business (as "business" is defined by the Consumer Guarantees Act), the customer agrees that the Consumer Guarantees Act does not apply.
4. Unless otherwise agreed in writing, all contracts of carriage shall be "at limited carriers risk" pursuant to the Carriage of Goods Act 1979 (hereinafter called "the Act").
5. The goods shall be deemed to have been delivered when they are physically delivered to the delivery address specified on the consignment note.
6. The company will not be insuring the goods. Insurance of the goods is the sole responsibility of the customer.
7. The goods shall comply with the requirement of any applicable law relating to the nature, labelling, packaging and carriage of goods. Any expenses or charges of the company in complying with any such law or requirement of any authority shall be paid by the customer.
8. The company may charge freight by weight, measurement, or value and may at any time re-weigh, re-measure, or re-value the goods or require the goods to be re-weighed, re-valued or re-measured and charge proportional additional freight accordingly.
9. Subject to the provisions of the Act imposing liability in respect of the loss of damage to the goods:
 - (a) The company shall not be under any liability, howsoever caused or arising, and whether caused or arising as a result of the negligence of the company 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 company 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 or market or consequences of delay.
 - (b) The customer will indemnify the company against all claims of any kind whatsoever, howsoever caused or arising and whether caused or arising as a result of the negligence of the company or otherwise, brought by any person in connection with any matter or thing done, said or omitted by the company in connection with the goods.
10. Sections 18 and 19 of the Act are modified by the following provisions of this clause and shall, in relation to any matter arising out of the provisions of those sections, otherwise have effect subject to the express terms contained in this clause. The company shall be under no liability whatsoever unless:
 - (a) Written notice of any claim, giving reasonable particulars of the event giving rise to the claim and any alleged damage or loss is received by the company within seven days after delivery at the destination or, in the case of non-delivery, within fourteen days after the date of despatch.
 - (b) An action shall have been commenced by the customer in a court of competent jurisdiction within six months of delivery or, in the case of non-delivery, within six months and fourteen days of the date of despatch.

11. All or part of any work accepted by the company may be fulfilled by the company engaging or entrusting the customer's goods to its authorised subcontractors ("subcontractors") on such terms as are agreed between the company and its subcontractors. The customer acknowledges that in carrying out the work on behalf of the company, subcontractors have the right to rely on the benefit of these conditions.
12. The customer undertakes not to make any claim against any employee, agent or subcontractor of the company which attempts to impose upon any of them any liability whatsoever in connection with the goods and, if any such claim should nevertheless be made, the customer indemnifies the company and any such employee, agent or subcontractor against all consequences thereof.
13. The customer agrees to pay the company's charges and those of any subcontractor engaged by the company and any other costs incurred or money expended by the company in connection with the goods in full on the date specified in the invoice. Until such payments are received the company is under no obligation to release any of the customer's goods in the possession of the company. Freight shall be considered earned as soon as goods are loaded and despatched. Should payment in full for any sum not be made to the company on the due date then the customer shall pay interest on the outstanding moneys at the rate of 2.5% per month calculated daily from such date.
14. The customer shall pay the company on demand reimbursement for any costs incurred in obtaining or attempting to obtain payment for any outstanding amounts due to the company by the customer.
15. All goods shall, immediately they come into the possession of the company or any subcontractor or agent of the company, be subject to a particular and general lien and right of detention for all monies due to the company by the customer or the consignee, consignor or owner, whether in respect of such goods or otherwise. If any monies due to the company are not paid within fourteen days or, in the case of perishable goods, within three days, after notice has been given to the person from whom the monies are due that such goods are being detained, then they may be sold by auction, tender, private treaty or otherwise at the sole discretion of the company and at the expense of such person, and the net proceeds applied in or towards satisfaction of any such indebtedness. Any such sale shall be without prejudice to any other rights or remedies of the company. If the company in its sole discretion deems the goods to be unsaleable the company may dispose of the goods as it thinks fit without any liability to the customer. If the goods are not owned by the customer, the customer hereby indemnifies the company against all claims of whatsoever nature by the owner or owners of the goods.
16. If at any time payment from the customer to the company shall be in arrears, any subsisting obligation of the company shall be suspended and the company shall not be under any liability to the customer during such period.
17. The company shall be entitled to set off any amounts due to the customer. The right to any set-off shall apply irrespective of any receivership or liquidation of the customer. The customer has no right to set off any amounts due from the company whether liquidated or contingent (including for goods claimed to be damaged by the company or its subcontractors or agents) against any amounts due by the customer to the company.
18. If any provision of these conditions is unenforceable such unenforceability shall not affect any other part of such provision or any other provision hereof.
19. The parties agree that the law that shall apply in respect of the terms and conditions herein, or any matter arising in relation to the carriage of goods, shall be the law of New Zealand and the appropriate jurisdiction in respect of any claim or dispute arising hereunder shall be that of the Courts of New Zealand.

Accepted by:

Name_____

Signature:_____

Date:_____

I represent that I have authority to sign on behalf of;

Company:_____

Position:_____