

CITY TRANSPORT Terms And Conditions

1 DEFINITIONS AND INTERPRETATION

1.1 In these Terms, unless the Contract otherwise requires:

- (a) singular words shall include the plural and vice versa;
- (b) "the Contract" means the contract between CITY TRANSPORT and the Customer consisting of these Terms of Trade and the accepted Service Proposal;
- (c) "the Customer" means the person by whom or on whose behalf the Service Proposal has been accepted;
- (d) "the Goods" and "Goods" has the same meaning as section 246 of the Contract and Commercial Law Act 2017;
- (e) "the Proposal" means the email correspondence from CITY TRANSPORT addressed to the Customer or the Customer's agent in respect of the Services containing or attaching the Service Proposal;
- (f) "the Service Proposal" means CITY TRANSPORT offer to perform the Services contained in the Proposal;
- (g) "the Services" means the carriage, packing, unpacking, or handling of Goods and any other service performed by CITY TRANSPORT in respect of the Goods, and any service ancillary to or connected with any of the above;
- (h) "Terms" and "Terms of Trade" means the terms and conditions contained in this document; and
- (i) "CITY TRANSPORT" means RC Services Limited, a duly incorporated company having its registered office in Wellington, New Zealand.

2 PARTIES

2.1 This contract is made between CITY TRANSPORT and the Customer.

2.2 All services requested by the Customer undertaken by CITY TRANSPORT are upon and subject to these Terms of Trade.

3 SERVICE PROPOSALS

3.1 The Service Proposal shall not be binding on CITY TRANSPORT unless accepted by the Customer in (within 7 days) of the date of the Service Proposal. CITY TRANSPORT charges for the Services on the basis of time spent and costs incurred in performing the Services. Time spent includes travel to and from the location the Services are to be performed and will be calculated in 15 minute intervals.

3.2 The Service Proposal is made on the basis that, unless otherwise agreed in writing:

- (a) the Customer has accurately described the Services to be performed by CITY TRANSPORT, including:
 - (i) the nature and quantity of the Goods; and

- (ii) the access to the relevant property or properties.
- (b) the Goods will be packed and available to CITY TRANSPORT at the time agreed;
- (c) performance of the Services will not be interrupted, hindered, delayed, or postponed by the Customer;
- (d) the Services will be undertaken during CITY TRANSPORT's usual operating hours;
- (e) CITY TRANSPORT shall be entitled to perform the Services in advance of or subsequent to the time agreed in the Service Proposal where in the opinion of CITY TRANSPORT such change is reasonably necessary;
- (f) there are adequate staircases and doorways, roads and suitable access available at the addresses for collection and delivery;
- (g) the Goods are not required to be removed from or delivered up to higher than the 2nd floor of any building or equivalent access;
- (h) where additional vehicle(s) and/or labour is required due to lack of reasonable access for the delivery vehicle or an inaccuracy in the Customer's description of the services CITY TRANSPORT may charge for the additional services;
- (i) CITY TRANSPORT shall be entitled to charge for any extra costs incurred by it as a result of any delay experienced by CITY TRANSPORT in performing the Services arising from any cause whatsoever (other than the neglect or default of CITY TRANSPORT);
- (j) where CITY TRANSPORT deems window or balcony access and/or tackle necessary, it shall be used at CITY TRANSPORT's option and at the Customer's risk and expense.

3.3 CITY TRANSPORT may make an additional charge or charges in respect of any additional expenditure, liability incurred or work done in connection with the Services, or by reason of any material change to any matter, circumstance or item on which the Service Proposal is based.

3.4 CITY TRANSPORT in its absolute discretion may allocate its resources to the performance of the Services as it sees fit. CITY TRANSPORT will not charge the Customer for resources additional to those described in the Service Proposal that are not a result of inaccuracies in the Service Proposal, the unpreparedness of the Goods at the time agreed, or circumstances outside CITY TRANSPORT's control.

3.5 When an estimate is for a specified quantity and additional goods are dealt with all these conditions will apply and an extra charge to be fixed by CITY TRANSPORT will be made.

3.6 If access to the point of delivery is not available or cannot be effected as indicated or desired, and storage is required, CITY TRANSPORT may charge for storage including storage with a third party, handling and redelivery at its standard rate.

3.7 Unless otherwise stated, the Service Proposal does not include:

- (a) the cost of special packing which may be necessary to secure safe transport of fragile articles, unless such packing is expressly mentioned in the Service Proposal;
- (b) the taking down or putting up of any fixtures or fittings, blinds or curtains, or taking up, relaying or fitting of carpets, linoleum, or other floor coverings;

- (c) the re-affixing of any fixtures or fittings;
- (d) the dismantling, disconnection, installation, connection, or re-assembling of any refrigerator, washing machine, computer, home theatre, or similar equipment;
- (e) the re-hanging of pictures or curtains or the removal of Goods other than household effects, office furniture or such like;
- (f) the cost of dismantling or reaffixing any special articles such as pianos or billiard tables;
- (g) the removal or erecting of any television aerial; or
- (h) any other services undertaken in relation to the Services. 3.8 Where services or work referred to above are carried out, all of these Terms of Trade apply thereto and CITY TRANSPORT may charge for such work.

4 LOSS, DAMAGE, AND DELAY

4.1 The Services are undertaken and the Goods are handled "at owner's risk" as defined in the Contract and Commercial Law Act 2017. CITY TRANSPORT is therefore not liable for any loss of or damage to the Goods unless CITY TRANSPORT intentionally loses or damages said Goods.

4.2 CITY TRANSPORT's liability in any case of damage or fault shall be limited to the price paid by the Customer for Services completed by CITY TRANSPORT in respect of which liability arises.

4.3 CITY TRANSPORT shall not in any circumstances be liable to any person or entity for any indirect, special or consequential damages whatsoever (including without limitation damages for loss of business, business interruption, lost profits or gains or loss of reputation or business opportunity) arising out of or in relation to the performance of the Services.

4.4 To the maximum extent permitted by law, CITY TRANSPORT shall not be liable whether in negligence, any other tort, contract, or on any other basis whatsoever for:

- (a) any loss or damage to the Goods;
- (b) any non-delivery, mis-delivery, or delay in delivery;
- (c) any advice, representation, information, or any assistance, or any service of any kind provided in any form by or on behalf of CITY TRANSPORT in the course of or in connection with the Services;
- (d) any damage to any wall or wall covering, floor or floor covering, fixture or fitting, the structure of any building or any road, footpath, driveway, stairs, or other means of access to any building from or to which the Goods are removed or delivered; or
- (e) any loss or damage whatsoever arising directly or indirectly from or in connection with any of the matters or things referred to in (a), (b), (c), or (d) above (including, without limitation, loss of profit or loss of market) in any circumstances and for any reason whatsoever and whether or not occurring in the course of events which are at any time in the contemplation of or foreseeable by the Customer and/or CITY TRANSPORT.

4.5 It is the responsibility of the Customer to see that no Goods required to be removed are left behind, that no Goods or fixtures are taken away in error, and that Goods left in unoccupied premises are protected. CITY TRANSPORT accepts no liability in respect of any

such matter and the Customer shall indemnify CITY TRANSPORT against all liability or claims so arising.

4.6 CITY TRANSPORT shall not be responsible or liable for any Goods not specified in the Contract. The Contract need not show the condition of any goods or contents of any container. Any statement or omission in the Contract shall not create any inference as to the state or condition of any of the Goods.

4.7 It is the responsibility of the Customer to see that all Goods are packed in a manner that adequately protects the Goods. Goods that are not packed adequately for their protection are not fit to be carried and CITY TRANSPORT accepts no liability in respect of any loss or damage caused in respect of such Goods.

4.8 While at the Customer's premises the Goods are the responsibility of the Customer and CITY TRANSPORT is not liable for any loss or damage caused to them while in the premises.

4.9 CITY TRANSPORT will endeavour to carry out the work within the time desired, but shall not be liable for loss through any delay from any cause beyond its control. CITY TRANSPORT may make a deviation from any route without affecting its liability.

5 INSURANCE

5.1 The Customer is responsible for arranging their own insurance.

5.2 CITY TRANSPORT has and maintains Comprehensive Motor Vehicle and General Liability Insurance. Liabilities expressly assumed by CITY TRANSPORT in writing in the performance of the Services are limited to the cover provided by the insurance policies held by CITY TRANSPORT at the time.

5.3 Claims of loss or damage against CITY TRANSPORT must be made within 7 days of completion of the Services.

5.4 Any matters arising from the work undertaken and / or the invoice relating to the said work must be made to CITY TRANSPORT in writing within 7 days of the invoice date this including any dispute over the work undertaken or costs associated with the work.

6 WARRANTIES AND INDEMNITIES BY THE CUSTOMER

6.1 The Customer warrants to CITY TRANSPORT that, except as previously advised by the Customer and accepted by CITY TRANSPORT in writing:

(a) the Goods are not or do not contain things:

(i) likely to be dangerous to persons or property or are of a corrosive, inflammable, explosive or damaging nature; or

(ii) the Goods are not or do not contain things infested with or likely to encourage vermin, damaging insect, or other pests;

(b) the Goods are the unencumbered property of the Customer and/or that the Customer has full right, power and authority to engage the Services in respect of the Goods;

(c) the property or properties to and from which the Goods are removed by CITY TRANSPORT are owned by the Customer or that the Customer has obtained prior to the commencement and performance of the Services by CITY TRANSPORT all necessary permits and approvals and authorisations to enable CITY TRANSPORT's vehicles and/or employees to

enter upon such property with or without vehicles for the purposes of performing the Services; and

(d) none of the Goods are subject to restrictions on their transportation.

6.2 The Customer acknowledges and agrees that if any of the warranties in clause 6.1 are breached CITY TRANSPORT may remove, sell, destroy or otherwise dispose of the Goods and CITY TRANSPORT shall not be responsible or accountable for their value or for any loss or damage, whether direct or indirect, resulting from or caused by such removal, sale, destruction or disposal.

6.3 The Customer undertakes to indemnify and keep indemnified CITY TRANSPORT against all loss or liability and all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be brought or made against CITY TRANSPORT by any other person or incurred by CITY TRANSPORT arising in whole or in part directly or indirectly as a result of or in connection with:

(a) a breach of any of the warranties in clause 6.1;

(b) a breach of any of these Terms of Trade;

(c) any act, omission, or default by the Customer;

(d) any steps taken by CITY TRANSPORT that are in its reasonable opinion at the time necessary or desirable to protect the Goods;

(e) any damage or trespass to the property of any other person occurring in the course of packing, removing, transporting, or delivering the Goods; and

(f) any other act or omission on the part of CITY TRANSPORT, its servants or agents in the reasonable performance of its obligations under these conditions.

7 PAYMENT

7.1 All charges in respect of the Services are due and payable upon completion of the Services.

7.2 All sums of money which are required to be paid to CITY TRANSPORT are unless otherwise expressly stated, quoted exclusive of Goods and Services Tax.

7.3 Removal and packing charges are payable prior to collection of the Goods at origin unless at the absolute discretion of CITY TRANSPORT alternative arrangements have been made with the Customer in writing prior to the collection of such Goods. Payment will include the whole of the quoted amount covering charges for packing, transportation, and delivery.

7.4 If the Customer fails to pay any sum of money payable to CITY TRANSPORT when due and if such default continues for 30 days from the date the sum became due then:

(a) CITY TRANSPORT shall be entitled to charge interest calculated at CITY TRANSPORT's current bank overdraft rate plus 2% and computed daily from the due date of payment to the actual date of payment thereof; and

(b) the Customer shall, at CITY TRANSPORT's discretion, be liable to payment of a \$100.00 default fee to meet CITY TRANSPORT's initial administrative costs in dealing with the default.

7.5 If the Customer defaults in making payment of the whole or any part of the fees payable by the Customer pursuant to these Terms of Trade and Contract then CITY TRANSPORT shall be entitled to recover from the Customer all costs and disbursements which it incurs in recovering or endeavouring to recover such money including solicitor-client costs and the fees and disbursements of any debt collection agency, court costs, legal fees, and default fees in connection therewith.

7.6 Any matters arising from the work undertaken and / or the invoice relating to the said work must be made to CITY TRANSPORT in writing within 7 days of the invoice date this including any dispute over the work undertaken or costs associated with the work.

8 GENERAL

8.1 The Services shall in all respects be governed by the laws of New Zealand.

8.2 Where there is more than one Customer they shall be jointly and severally liable under these Terms.

8.3 In the event this Contract for Services is entered into by a person acting for or on behalf of the Customer (being another person, company, or other legal entity), that person shall be personally liable, jointly and severally with the Customer, under this contract.

8.4 All notices and communications to the Customer shall be deemed to have been duly received by the Customer: (a) the day after the notice was sent by post to their last known address; or (b) upon transmission by email to the email address supplied.

8.5 CITY TRANSPORT shall not be bound to deliver any goods except to the Customer or to a person authorised by the Customer in writing to receive the goods and CITY TRANSPORT shall not be bound to deliver any goods from the warehouse without: (a) the written order of the Customer or his attorney; and (b) payment of all amounts owing in respect of such goods.

8.6 The Customer acknowledges CITY TRANSPORT may during the course of transit transfer the Goods from vehicle to vehicle or to storage. CITY TRANSPORT is entitled to charge the Customer for storage costs reasonably incurred.

8.7 If the goods are delayed for any reason, or if the Customer is unable to receive the goods at the place where they are to be delivered immediately on their arrival, CITY TRANSPORT may unload them into its own or any other storing place. Delivery at any such storing place shall be deemed to be delivery in accordance with the contract.

8.8 No modification, variation, or waiver of these Terms shall be effective unless in writing and signed by a director of CITY TRANSPORT.

8.9 CITY TRANSPORT shall act as agents for the Customer and/or the owner of the furniture and effects and may take any action which appears to be in the interests of the Customer and/or owner for the protection of the goods and the costs of such action if taken shall be part of the Services.

8.10 CITY TRANSPORT may in its absolute discretion arrange with any other reputable contractor or transport company to carry out all or any part of the Services on such conditions as such other person or entity may stipulate as agent for the Customer. The Customer authorises CITY TRANSPORT to accept any such terms on the Customer's behalf.

8.11 The obligations of CITY TRANSPORT shall only be enforceable by the Customer and not by any third party.

8.12 The responsibility for CITY TRANSPORT's vehicle and its contents remain with the driver. The driver has the right at all times to refuse to put their person or their vehicle and its contents at risk. If the Customer considers that the driver's non-acceptance of their instructions is unreasonable, such person has authority discuss the matter with a director of CITY TRANSPORT.

8.13 The terms and conditions set out in these Terms shall prevail over the terms and conditions set out in any document purported to have a contractual effect used by the Customer. Where the provisions of the Consumer Guarantees Act 1993 apply, these conditions will be subject to the provisions of that Act.

9 CANCELLATION

9.1 CITY TRANSPORT reserves its right to cancel the contract if it is unable to meet the required removal or delivery dates or if in the opinion of CITY TRANSPORT there is any other good reason to do so. In the event of CITY TRANSPORT cancelling the contract neither party shall have any claim against the other.