

# Terms and Conditions for World Moving and Storage Ltd

We (World Moving and Storage Ltd) and you (our customer) agree that these terms and conditions govern our contractual relationship, along with our Quote and your Booking Confirmation. Should there be a conflict between these terms and conditions and such other documents, then both of us agree that the Booking Confirmation prevails.

The following words have a specific meaning when used in these terms and conditions.

Booking Confirmation means the confirmation you accept our Quote.

Both of us means World Moving and Storage Ltd and you.

Consignment means the goods and vehicles described in our Quote.

Force Majeure event means any event beyond the reasonable control of the party affected by it, in consequence of which that party cannot perform its obligations. It includes fire, outbreaks of war, acts of hostility such as terrorism and acts of God.

Quote means the quotation from us relating to your Consignment and the Services.

Services means those services described in the Quote.

You or your means our customer as described in the Booking Confirmation.

We or our or us means World Moving and Storage Ltd and our agents and subcontractors.

Your attention is drawn to Clauses 8 and 9, which set out our liability to you for loss of or damage to goods and property. (A COPY OF THESE TERMS AND CONDITIONS IN LARGER PRINT IS AVAILABLE ON REQUEST).

## 1. OUR QUOTE

- 1.1 You agree to pay the charges set out in the Quote in full prior to shipment or removal of the Consignment, unless otherwise agreed in writing by both of us.
- 1.2 All documentation detailed in the Booking Confirmation which is relevant to the Services and Consignment will be accurately completed by you prior to the uplift of the Consignment.
- 1.3 Our Quote, unless otherwise stated, does not include customs duties and inspections or any other fees or taxes payable to government bodies. You are responsible for the payment of such duties, fees and taxes.  
We may change the price or make additional charges if any of the following circumstances apply, and you agree to pay such changed price or additional charges:
  - 1.3.1 You do not accept our Quote in writing within 28 days, or the Services are not initiated within three months of the date of our Quote.
  - 1.3.2 Our costs change because of currency fluctuations or changes in taxation or freight charges beyond our control.
  - 1.3.3 The Services are carried out on a Saturday, Sunday, or Public Holiday or outside normal working hours (08.00-18.00hrs) at your request.
  - 1.3.4 We have to collect or deliver goods at your request above the ground floor and first upper floor.
  - 1.3.5 If you collect some or all of the goods from our warehouse, we are entitled to make a charge for handing them over.
  - 1.3.6 We supply services which are additional to those set out in the Quote, which may include moving or storing extra goods (these terms and conditions apply to such services) or additional periods of storage.
  - 1.3.7 The stairs, lifts or doorways are inadequate for free movement of the goods without mechanical equipment or structural alteration, or the approach, road or drive is unsuitable for our vehicles and/or containers to load and/or unload within 20 metres of the doorway.

- 1.3.8 We have to pay parking or other fees or charges in order to carry out the Services.
- 1.3.9 There are delays or events outside our reasonable control which increase or extend the resources or time allowed to complete the Services.
- 1.3.10 Any other relevant and reasonable circumstances occur which were not taken into account when we prepared our Quote (e.g. action taken to protect the Consignment in transit, which was necessary due to a Force Majeure event).

## 2. WORK NOT INCLUDED IN THE QUOTE

- 2.1 Unless expressly agreed by us in our Quote, we will not:
  - 2.1.1 Dismantle or assemble unit or system furniture (flat-pack), fittings or fittings.
  - 2.1.2 Disconnect, re-connect, dismantle or re-assemble appliances, fixtures, fittings or equipment.
  - 2.1.3 Take up or lay fitted floor coverings.
  - 2.1.4 Move items from a loft, unless properly lit and floored and safe access is provided.
  - 2.1.5 Move or store any items excluded under Clause 4.
- 2.2 Our staff are not authorized or qualified to carry out such work. We recommend that a properly qualified person is separately employed by you to carry out these services.

## 3. YOUR RESPONSIBILITY

- 3.1 It will be your sole responsibility to:
  - 3.1.1 Obtain (and where relevant, accurately complete) at your own expense all documents, permits, permissions, licenses, customs documents necessary for the Services to be completed. You will pay us any costs and expenses we incur in relation to your Consignment should you fail to declare all articles which may be liable to customs duties or official restrictions.
  - 3.1.2 Be present or represented during the collection and delivery of the Consignment.
  - 3.1.3 Ensure you authorize someone to sign and agree on your behalf inventories, receipts, waybills, job sheets or other relevant documents by way of confirmation of collection or delivery of Consignment, and that you notify us of the identity of that authorized person.
  - 3.1.4 Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error.
  - 3.1.5 Arrange proper protection for goods left in unoccupied or unattended premises, or where other people such as (but not limited to) tenants or workmen are, or will be present.
  - 3.1.6 Prepare adequately and stabilize all appliances or electronic equipment prior to their removal.
  - 3.1.7 Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents.
  - 3.1.8 Provide us with a contact address for correspondence during removal transit and/or storage of Consignment.
- 3.2 We will not be liable for any loss or damage, costs, expenses or additional charges that may arise (directly or indirectly) from your failure to discharge these responsibilities.

## 4. GOODS NOT TO BE SUBMITTED FOR REMOVAL OR STORAGE

- 4.1 Unless previously agreed in writing, and specifically detailed in the Quote, the following items must not be submitted for removal or storage and will not be moved or stored by us.
  - 4.1.1 Prohibited or stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition.
  - 4.1.2 Jewelry, watches, precious stones or metals, money, bonds, negotiable instruments, deeds, securities of any kind, stamps, coins, or goods or collections of any similar kind, valuable works of art, manuscripts, electronically held data records, spirits and

- cigarettes.
- 4.1.3 Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination.
- 4.1.4 Perishable items and/or those requiring a controlled environment.
- 4.1.5 Any animals, birds or fish.
- 4.1.6 Goods which require special license or government permission for export or import.
- 4.1.7 Any article which is brittle inherently or apparently defective or in such a condition that it cannot be moved without risk of damage.
- 4.2 If we do agree to remove such goods, the goods will be removed "at owners risk", (explained in clause 7.3) unless otherwise expressly stated in the Quote.
- 4.3 If you submit such goods without our knowledge, and if it is safe to do so, we will make them available for your collection. If you do not collect them within a reasonable time we will dispose of any such goods found in the Consignment without notice. You will furthermore pay to us any charges, expenses, damages, loss, legal costs or penalties incurred by us through the presence of any such article or substance in the Consignment.

## 5. OWNERSHIP OF THE GOODS

- 5.1 By entering into this Agreement, you guarantee that:
  - 5.1.1 The goods to be removed and/or stored are your own property, or
  - 5.1.2 The person(s) who own or have an interest in them have given you authority to remove/store the goods and have been made aware of these terms and conditions.
  - 5.1.3 You will pay us for any claim for damages and/or any costs and expenses we incur if the statements in 5.1.1 or 5.1.2 are not true.

## 6. PAYMENT

- 6.1 Unless otherwise agreed by us in writing:
  - 6.1.1 Payment is required by cleared funds in advance of the removal or storage period.
  - 6.1.2 You may not withhold any part of the agreed price.
- 6.2 In respect of all sums which are overdue to us, we will charge interest on a daily basis calculated at 2% per annum above the prevailing base rate for the time being of the Bank of New Zealand.

## 7. INSURANCE

- 7.1 We will use all reasonable commercial endeavours to minimise risk to your Consignment and to provide the Services in any time frame described in our Quote, however delivery may be delayed or the Consignment may be exposed to Force Majeure events. We will therefore strongly recommend that you insure your Consignment during transit/in storage.
- 7.2 We can arrange insurance on your behalf. Detailed information about these options is set out in our Insurance Proposal Form.
- 7.3 Unless you request us to arrange insurance and you pay the premium for such insurance prior to shipment or storage, the Consignment is carried out or stored at "owner's risk", which means that we will pay no compensation if the Consignment is lost or damaged unless we intentionally lose or damage the consignment.
- 7.4 Insurance conditions can be found in our "Summary of Customer Goods in Transit and Storage Insurance" document.
- 7.5 In case of insured goods being damaged or lost, you agree to lodge a written notice with us within 48 hours of receipt of the Consignment notifying us of any damage to the Consignment. Claims are subject to any terms and conditions of the cover taken.

## 8. LIABILITY

- 8.1 We will not be liable for loss of or damage to your Consignment as a result of a Force Majeure event (such as a fire or explosion howsoever that fire or explosion was caused, war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, Act of God, industrial action or other such

- events outside our reasonable control).
- 8.2 Unless insured by you, articles both packed and unpacked by our employees or those of our agents or subcontractors are stored or transported at owner's risk (see clause 7.3). This exclusion would cover, for the avoidance of doubt, goods in wardrobes, draws or appliances, or in a packages, bundle, carton, case or other container and china, glassware and fragile items packed by you.
- 8.3 We will not pay damages for late deliveries of your consignment (see clause 11).
- 8.4 We will not be liable for damages consequential on (meaning flowing from) any loss of or damage to your Consignment, for example, loss of profits on resale of any goods in your Consignment.
- 8.5 We will not be liable for any loss, failure to produce or damage to your Consignment caused by flood, moisture or water build-up, the penetration of external moisture or water, unless such damages were caused by a fault in the building or structure in which the Consignment was being stored or transported, the action of effects mould, fungi, mildew, rot, decay, gradual deterioration, micro-organisms, bacteria, protozoa or any similar or like forms, vermin, insects, moths, and similar infestations or rust.
- 8.6 We do not accept liability for loss of or damage to goods confiscated, seized, or removed by Customs Authorities or other Government Agencies.
- 8.7 We do not accept liability for loss or damaged caused;
- 8.7.1 By change to atmospheric or climatic conditions.
- 8.7.2 To any appliance, instrument, barometer, clock, computer or other equipment unless there is evidence of related external damage.
- 8.7.3 To motor vehicles caused by scratching, denting and marring unless you can obtain from us a pre-collection condition report.
- 8.7.4 To a vehicle whilst being driven or for the purpose of being driven under its own power other than for the purpose of loading into a container, or loss or damage sustained by accessories and removable items unless lost with the vehicle.
- 8.8 No employee of ours shall be separately liable to you for any loss, damage, mis-delivery, errors or omissions under these terms and conditions.
- 8.9 Our liability will cease following expiry of the 30 day cover incidental to transit, or upon handing over goods from our control within our own or our agent's warehouse (e.g. if you contract for storage) or upon completion of delivery to residence. Insurance may be extended to cover additional periods in storage with us at origin or with our nominated destination representative, upon written instruction and against payment of an additional fee.
- 9. DAMAGE TO PREMISES OR PROPERTY OTHER THAN THE CONSIGNMENT**
- 9.1 If we cause loss or damage to premises or property other than the Consignment as a result of our negligence or breach of contract, our liability shall be limited to making good the damaged area only.
- 9.2 If we cause damage as a result of moving goods under your express instruction, against our advice, we shall not be liable for any damage that results.
- 9.3 If we are responsible for causing damage to your premises or to property other than the Consignment, you must note this on the worksheet or delivery receipt and notify us as soon as practically possible or within a reasonable time.
- 10. TIME LIMIT FOR CLAIMS**
- 10.1 For a Consignment which we deliver, you must notify us in writing of any visible loss, damage or failure to produce any goods at the time of delivery.

10.2 If you or your agent collect the Consignment, you must notify us in writing of any loss or damage at the time the goods are handed to you or your agent.

10.3 Notwithstanding clauses 8 and 9 we will not be liable for any loss of or damage to the Consignment unless a claim is notified to us in writing as soon as such loss or damage is discovered (or with reasonable diligence ought to have been discovered) and in any event within 48 hours of delivery or collection of the Consignment.

#### **11. DELAYS IN TRANSIT**

11.1 Other than by reason of our negligence or breach of contract, we will not be liable for delays in transit.

11.2 If through no fault of ours we are unable to deliver your Consignment, we will take it into store. Additional services, including storage and delivery, will be at your expense.

11.3 Transit times are subject to Force Majeure and other circumstances which may be entirely beyond our control, and are not guaranteed.

#### **12. OUR RIGHT TO HOLD THE GOODS (LIEN)**

We shall have a right to withhold and/or ultimate dispose of some or all of the goods in the Consignment until you have paid all our charges and any other payments due under the Booking Confirmation. These include any charges that we have paid on your behalf. While we hold the goods you will be liable to pay all storage charges and other costs incurred by our withholding your goods and these terms and conditions shall continue to apply.

#### **13. OUR RIGHT TO SUB-CONTRACT THE WORK**

13.1 We reserve the right to sub-contract some or all of the Services.

13.2 If we sub-contract, then these conditions will still apply.

#### **14. ROUTE AND METHOD**

14.1 We have the right to choose the method and route by which to carry out the Services.

14.2 Unless it has been specifically agreed in our Quote, or otherwise in writing, other space/volume/capacity on our vehicles and/or the container with your Consignment may be utilized for consignments of other customers.

#### **15. ADVICE AND INFORMATION FOR INTERNATIONAL REMOVALS**

We will use our reasonable endeavours to provide you with up to date information to assist you with the import/export of your Consignment. Information on such matters as national or regional laws and regulations which are subject to change and interpretation at any time are based on our limited knowledge. It is your responsibility to seek appropriate advice to verify the accuracy of any information provided.

#### **16. APPLICABLE LAW AND DISPUTE PROCESS**

These terms and conditions and our contractual arrangements are subject to the law of New Zealand. All disputes arising under these conditions shall be submitted to mediation if discussions between us both fail to resolve any dispute. If we and you are unable to agree on a mediator, a mediator will be nominated by a LEADR or if LEADR is no longer in existence, the President of the New Zealand Law Society. If the dispute is not resolved to the satisfaction of either of us may, by written notice to the other, require the matter to be determined by arbitration in accordance with and subject to the Arbitration ACT 1996. Both of us submit to the exclusive jurisdiction of the New Zealand courts, but agree that neither of us will initiate litigation during the processes described above unless proceedings are necessary to preserve that parties right.

#### **17. YOUR FORWARDING ADDRESS**

17.1 You must provide an address for correspondence and notify us if it changes. All correspondence and notices will be considered to have been received by you seven days after sending it to your last address recorded by us.

17.2 If you do not provide an address or respond to our correspondence or notices, we may publish such notices in a public newspaper in the area to or from which the goods were removed. Such notice will be considered to have been received by you seven days after the publication date of the newspaper.

Note: If we are unable to contact you, we will charge you any costs incurred in establishing your whereabouts.

#### **18. REVISION OF STORAGE CHARGES**

We review our storage charges periodically. You will be given 1 month notice in writing of any increases.

#### **19. OUR RIGHT TO SELL OR DISPOSE OF THE GOODS**

If payment of our charges relating to your goods is in arrears, and on giving you three month' notice, we are entitled to require you to remove your goods from custody and pay all money due to us. If you fail to pay all outstanding amounts due to us, we may sell or dispose of some or all of the goods without further notice. The cost of the sale or disposal will be charged to you. The net proceeds will be credited to your account and any eventual surplus will be paid to you without interest. If the full amount due is not received, we may seek to recover the balance from you.

#### **20. CANCELLATION**

Cancellation fee of \$125 will be charged if the booking is cancelled less than 5 working days before pick up.



#### **AUCKLAND:**

26 Jomac Place, Avondale, Auckland  
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#### **CHRISTCHURCH:**

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