

Terms and Conditions of Contract

Transworld International Removals Ltd hereinafter referred to as "The Company"

1. Acceptance of the quotation for removal must be signed by the customer on the company's Acceptance of Quotation form. The quotation is based on the rates of exchange, government levies, scales of wages, railway and shipping rates and charges ruling and/or in force at the date of the quotation. Any change in such scale or rates after the date of the quotation shall be recoverable by the company and payable by the customer in accordance with the terms and conditions for payment of all other moneys payable by the customer pursuant to the provisions of this contract. When a quotation is for specific items and/or a specific quantity and additional goods are collected, transported or stored an extra charge to be fixed by the company will be made and all these conditions will apply to such additional goods.
 2. The quotation is based on:
 - (a) There being a suitably practical road and approach for the vehicles and workmen of the company to the door of the building or other places to and from which the goods are to be transferred. If the goods are to be collected from, or delivered, to a building that is above the ground floor and one floor up, or there is a long carry involved due to the back of the truck not being able to park within 20m of the front door of the residence, or alternatively, if access requires outside elevator/ladder lift, a small shuttle/ferry vehicle, or other additional equipment due to a bad access, there may be an additional charge applied.
 - (b) That all doors and stairways are adequate to allow the work to be conveniently carried out but the company may at its discretion use any balcony and window and make an extra charge therefore and the customer will indemnify the company against all claims in respect thereof and also release the company from any liability for damage either to goods so handled or to the building or buildings to or from which such goods may be taken or delivered or to any pathway, drive, grounds or access way leading to or serving such building or buildings.
 - (c) The company will not under any circumstances be liable for damage to any driveway, road, kerb crossing, path or access way caused by any vehicle of the company in carrying out its obligations under the contract unless prior to collection or delivery of goods the company shall have received a written direction from the customer that any such driveway, road, kerb crossing, path or access way is unsuitable and that such prior written notice shall have specifically directed the company not to cross such driveway, road, kerb crossing, path or access way with appropriate vehicles and the company shall under no circumstances be liable for any damage thereto or destruction thereof.
 3. The amount quoted covers the services set out in the quotation and does not include the following services or work, but if such services or work are carried out all of the conditions of the contract apply thereto and an extra charge to cover such work will be payable. The services and work excluded are as follows:
 - (a) Any customs duties and or taxes, customs examination fees and associated handling fees relating to the examination of the shipment, agricultural and quarantine charges, including examination or treatment of the shipment, or the container itself, consular fees, municipal dues, parking charges or other levies, charges or fines payable to public or other authority, any storage, port storage, container detention, demurrage or related charges or any premium for insurance unless such insurance is expressly stipulated and referred to in the signed acceptance.
 - (b) The taking down or putting up of fixtures, gas, electric or other fittings, blinds, lifting or laying of carpets, linoleums or other floor coverings, dismantling or reassembling any refrigerators, dryers, washing machines, stereo equipment, televisions or similar equipment and the removal and re-erecting of any aerials/satellite dish.
 - (c) Disassembling or assembling of articles including but not limited to Ikea, Kistef or similar modular articles. If articles are disassembled at origin there is no obligation to reassemble the same item at destination unless expressly confirmed in writing that the article will be disassembled or reassembled.
 4. The customer warrants as follows:
 - (a) That the property to or from which goods are removed by the company is owned by the customer or that the customer has obtained prior to the commencement and carrying out of the work by the company all necessary permits and approvals and authorisations to enable the company's vehicles and/or employees to enter upon such property with or without vehicles for the purposes of carrying out the company's obligations hereunder and the customer hereby indemnifies the company in respect of any loss, claim or damage suffered, brought against or caused by the company in entering upon such property with or without vehicles.
 - (b) That the goods to be removed, packed, transported and/or stored pursuant to the request of the customer in accordance with the provisions of this contract are owned by the customer or that the customer has full right, power and authority to procure such removal, packing, transportation, and/or storage by the company and that no other person, firm or corporation has any other lien or charge there over or any power or authority to prevent the company from carrying out its obligations hereunder.
 5. The company will not accept for removal any goods of substance which is dangerous, explosive, corrosive or otherwise likely to cause damage, loss or injury to any person or property and the customer shall be liable for any such damage, loss or injury, or costs that may be incurred by the company or by any third party through the presence of any such goods or substance. If any such goods or substance is discovered by the company it may, at its discretion, remove, sell, destroy or otherwise dispose of the same at the expense of the owner, consignee, consignee or shipper and it shall not be responsible or accountable for the value thereof.
 6. Under the Health & Safety at Work Act 2015, the employees or representatives of the company, are required to perform their duties without being exposed to hazards or risks and have a safe environment to work in. The employees, or representatives of the company, have the right to refuse to put themselves, their vehicles and contents at risk should the work environment or location be hazardous. If the customer, consignee, consignee or shipper, consider the refusal of their instructions unreasonable, the customer can call the local branch of the company, in order to discuss the matter with the Operations or Branch Manager.
 7. It is the responsibility of the customer to see that no article required to be removed is left behind that no goods or fixtures are taken away in error and that articles left in unoccupied premises are protected. The company accepts no liability in respect of any such matter and the customer shall indemnify the company against all claims in respect thereof.
 8. This contract is made under the understanding that it is carried out in ordinary working hours and a charge will be made to cover any extra cost due to delay on the part of the owner, consignee or consignee of the goods. Ordinary working hours are defined as 7.30 am to 5.00 pm Monday through Friday, except public holidays.
 9. This contract is subject to all the conditions, stipulations and exceptions expressed in any regulation, bill of lading, consignment note or contract or any railway, shipping company, airway or other carrier under which the goods are carried and to the charges levied by such railway, shipping company, airway or other carrier in force at the time and to all alterations to any of these conditions, stipulations, exceptions, or to the charges levied by any railway, shipping company, airway or other carrier before the work in the terms of this contract has been physically completed.
 10. The company's liability shall be that of a forwarding agent. The company shall not be liable for any loss of, damage to or failure to produce any goods under removal caused by any delay in transit by rail, sea or air, by any strike, labour trouble, riot, civil commotion, war, invasion, Act of God, flood, stress of weather or by moths, borer, vermin, white ants, termites or other insects, damp, mildew, rot, rust, hosebreak in, storm tempest or explosion or any act of third party or cause beyond the control of the company nor for any consequential loss. Under no circumstances shall the company be responsible for compensating the customer for any loss or damage which the customer may suffer arising from the loss of value of any goods as a result of repair, replacement or loss of use or any costs which the customer may incur in obtaining consequential loss whatsoever arising from delays in delivery, loss of or damage to or failure to produce goods to any cause whatsoever.
 11. The company may arrange with any other contractor, railway, steamship, airline, dock, transport company or authority to carry out all or any part of the work and the terms of all bills of lading, consignment notes and other documents issued by such other parties may be accepted by the company as agents for the customer and shall be deemed to form part of this contract. The company shall transfer to the customer at the customer's expense the benefit of such rights (if any) as the company may have against such other parties in respect of the customer's property.
 12. The company 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 his goods and the costs of such action if taken shall be additional to the contract.
 13. Unless at the time the quotation is accepted the customer expressly requests the contractor to arrange insurance and pays the premium for such insurance prior to the shipment, the company will be under no liability for any damage to any goods, either to the customer or to any third party save as expressly provided for in these conditions. In such cases, the goods shall be deemed to be shipped or conveyed at the owner's sole risk and the company will under no circumstance pay compensation if the goods are lost or damaged.
 14. The effects, furniture and goods, the subject of this contract, will be insured only if insurance is specifically requested by the customer in writing at the time the quotation is accepted. If such request for insurance is given by the customer to the company in writing the customer will simultaneously with the delivery of the written acceptance of the quotation to the company complete and sign the appropriate insurance proposal provided by the company and will make payment of the appropriate premium to the company together with payment of the contract price at the time and in the manner specified by this contract.
 15. Any insurance cover is issued subject to the following conditions, namely:
 - (a) That such cover is specifically subject to the terms and conditions contained in the appropriate policy of insurance issued pursuant to the proposal signed by the customer and is limited to the amount specified therein.
 - (b) The insurance cover will extend for the period commencing with the removal of the customer's goods from the place of origin to the delivery by the company to the destination specified on the quotation. Included in this is one month free in store insurance at either place of discharge or place of destination PROVIDED HOWEVER that in the event that the goods are placed in any store at the place of discharge or the place of destination such transit insurance ceases immediately. If the goods are placed in such store a special "in store insurance" must be arranged by the customer after the free one month storage insurance has ceased, which must be arranged with the company. It is the liability and obligation of the customer to arrange such "in store insurance" extension or any other additional insurance which may be required after the company's obligations cease in terms of this contract and the company will not be liable for any loss or damage to any of the customer's goods which shall be deemed to be at the owner's risk unless the customer shall have requested such "in store" or additional insurance and such proposal for "in store" or additional insurance has been accepted by the company and/or its insurers in writing.
 - (c) "In store insurance" cannot be arranged with the company where the goods are deposited in any store other than a store belonging to the company or its authorised agent.
16. Insurance cover is subject to the conditions set out hereunder:
 - (a) The insurance cover extends from house to house, except in the event of the quotation being to port/depot only, in this case the shipments insurance cover will cease upon arrival at the destination port/depot.
 - (b) Neither the company nor the insurers will be liable for the loss or damage occasioned to or by goods such as foodstuffs, acids, paints, medicines and liquids of all descriptions including alcohol of all types, nor for loss and/or damage caused by moths, vermin, wear and tear, or gradual deterioration, nor for depreciation in value to works of art or antiques caused by damage and subsequent repair.
 - (c) If the value of the goods is greater than the amount for which they have been insured under this contract, then the owner, consignor or shipper shall bear a rateable proportion of the loss or damage to any such goods accordingly.
 - (d) The company will not be liable for loss or damage unless a claim is made in writing by the customer within seven days of the date of delivery.
 17. The company shall not be liable for loss of, failure to produce, or damage howsoever caused to:
 - (a) Any article contained in any wardrobe, drawer, package, bundle, case or container not both packed and unpacked by employees or authorised agents of the company.
 - (b) Any jewellery, currency note or coin, trinket or other article of special value.
 - (c) Any plaster cast, statutory or plaster or composition picture frame.
 - (d) Any article which is brittle inherently or apparently defective or in such a condition that it cannot be moved without risk of damage.
 - (e) Any article of a perishable nature including any leather or hide covering or imitation thereof.
 18. Removal charges are payable at the time the goods are collected at origin unless at the absolute discretion of the company arrangements to the contrary 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, delivery and insurance premiums if any. All charges for storage are due and payable monthly in advance and all additional and related charges (if any) are payable with the next instalment for storage after the same are incurred.
 19. If any rent, removal charges or other amount due to the company in respect of any goods stored by the company is not paid within three calendar months after the same shall have become due, the company may give notice to the customer of its intention to sell such goods in the manner provided by these conditions for the giving of notice. If all amounts due to the company are not paid within fourteen days after the giving or publication of such notice, the company may examine the goods (and if necessary break open any container) and sell the goods, or any part thereof at public auction, and for that purpose place the sale and all matters relating thereto for any act or omission of such auctioneer. The company may then use the proceeds of sale in or towards payment of the expenses thereof and the amount owing to the company in respect of such goods by the customer. Any balance shall be payable to the customer. If the goods are of no significant value they will be disposed of by the most cost effective manner. The provisions of this clause shall be read and construed subject to the provisions of and law governing the contract relating to Warehousemen's Liens which law shall, in all respects, have full force and effect.
 20. All property received by the company will be subject to a general lien for all moneys owing to or liabilities incurred by the company and the delivery or sale of part thereof shall not affect such lien in respect of the remainder. In respect of any period during which a lien is being asserted, the company shall be entitled to charge rent and other expenses incurred and all these conditions shall apply and the company shall not be required to deliver the goods or any part of them to the customer so long as any sum of money remains owing by the customer to the company pursuant to the provisions of this contract.
 21. Any legal increase in the price of storage during the time the goods are in storage shall be payable by the customer upon notice thereof being served on the customer in the manner provided by these conditions and the contract shall thereupon be deemed to be varied accordingly.
 22. Any notice or other communications to be given or served upon the customer including any receipt or inventory, may be given personally or served to the customer to the last known address of the customer to the company, by courier, postal mail or electronic mail. If by courier or postal mail, shall be deemed to have been received by the customer on the 7th day following on which it was couriered or posted, or 48 hours if transmitted electronically.
 23. The company 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 the company 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.
 24. If the goods are delayed en route by reason of any default or wrong declaration or for any other reason or if the customer or consignee is unable to receive the goods in the premises or at the place where they are to be delivered immediately on their arrival, the company shall be at liberty to unload them into their own or any other storage place. Delivery at any such storage place shall be deemed to be delivery in accordance with the contract. The company shall have a lien on such goods for all storage and other charges incurred up to the time that the customer shall have taken delivery of such goods.
 25. If the customer:
 - (a) Fails to pay any sum of money payable to the company as and when the same falls due and if such default shall continue for 30 days from the due date of payment thereof then the company shall be entitled to charge interest calculated at the company's current bank overdraft rate and computed daily from the due date of payment to the actual date of payment thereof without prejudice however to the company's other rights and remedies.
 - (b) Shall default in making payment of the whole or any part of the contract price then the company shall be entitled to recover from the customer all costs and disbursement which it incurs in recovering or endeavouring to recover such money including the fees and disbursements of any debt collection agency, court costs and legal fees in connection therewith.
 26. The customer will remain personally liable for payment of the account notwithstanding either (a) the receipt by the company of an acknowledgement from any third party that such third party will be liable for payment of the contract price; (b) the receipt by the company of any direction from the customer requesting the company to direct accounts for payment to any person other than the customer; or (c) any acceptance of the contract by the customer where such acceptance purports to be made by the customer as agent for any third party.
 27. No agent or person employed by the company shall have any authority to alter, waive or qualify in anyway these terms and conditions and any such purported alteration, waiver or qualification shall be of no legal effect, unless done so in writing by a Branch Manager or the Managing Director of the company.
 28. It is hereby expressly declared that it shall be a condition precedent to any right of the customer to claim against the company or any right of action or suit in respect hereof that all moneys payable by the customer have been paid in accordance with these conditions. Any such action or suit must be commenced in a New Zealand Court and New Zealand Law will apply.