BOOKING CONFIRMATION FORM

Name:	Marjorie Phillips
Reference number:	TM189820
I/ we accept your quotation of **$**	150.00
A **30%** deposit is payable in advance to secure moving date:	
Pick up address:	4 Noel Place Mt Roskill
Mobile:	0276026060
Email:	m-nramsay@xtra.co.nz
Please pack my goods on:	
Pickup my goods on:	Monday 12th Aug
Delivery address:	41 Forbes Place Onehunga
Insurance:	☐ Yes ☑ No
How did you hear about us:	☑ Google ☐ Facebook ☐ Friends/Family ☐ Radio
Other instructions:	

STORAGE

Storage Required	☐ Yes ☑ No

The Trustmovers LTD recommend that you take out comprehensive insurance cover for your goods. If you elect not to insure then, these goods are to be carried at "**Owners Risk**". This means that the carrier will pay no compensation if the goods are lost or damaged, unless intentionally.

Signed by client

Date
2024-08-07

THE TRUSTMOVERS LIMITED

Terms of Business

This contract explains your rights and responsibilities, and ours. This contract (and our quote) can only be changed by written agreement between you and us. At least one of our directors must sign any change for it to be valid. Moving and storing items is risky. Please pay special attention to all clauses. Insurance is a separate contract between you and your insurance company and those conditions of insurance are separate from these conditions.

1.Definitions

A. “We” or “us” or “our” or “Company” means The Trustmovers Ltd.

B. “You” or “your” or “customer” or “customer company” means the person who the Company supplies services to under these terms.

C. “dangerous goods” mean substances including but not limited to, petrol, LPG, oils and paints, and garden poisons.

D. “Bulky” items include, but are not limited to, pool tables, spa pools, gym equipment, hot tubs, pianos, ride on motorbikes, gun safes, hot tubs.

E. “Services” means relocation services of moveable items.

2.Our Quote

A. Our quote depends on enough of our staff and equipment being available on the day you want us to do the work. We will confirm in writing our availability for the day you requested or state the next business day on which we can confirm our availability, within 7 days of you accepting our quote.

B. Our quote is valid for 30 days. After 30 days, we may reissue a quote that may differ on price.

C. Our quote does not include insurance.

D. You agree to pay extra changes where:

a. There is any delay that we have no control over, whether caused by you directly or indirectly;

b. We have agreed in writing to move bulky items;

c. Where we agree to do any extra work that was not included in our quote;

d. Any storage costs, even where no quote has been provided;

e. Any storage costs incurred due to delays;

f. Where we have to collect or deliver from/to a second storey floor or above, further charges will be incurred where:

i. Any stairway lift or door is too small or narrow for easy delivery;

ii. The road or approach is unsuitable for our vehicles;

iii. Or you want us to pack remove or deliver items on a weekend or public holiday.

3. Work not included in our quote

A. We will not do the following unless we agree to it in writing:

a. Dismantle or assemble any furniture or fittings except for normal beds that can easily be dismantled using normal tools;

b. Take down curtains or blinds;

c. Disconnect or reconnect appliances, fittings or equipment such as stoves and washing machines;

d. Remove or lay fitted floor coverings such as wall to wall carpets or

e. Move or store any bulky items.

4. General Terms

A. We have the right to choose the method and route by which to carry out our services.

B. Unless it has been specifically agreed in our quote, or otherwise in writing, other space/volume/capacity on our vehicles and/or contained with your consignment may be utilized for consignment of other customers

C. We may choose any type of packing and transport unless we agreed to something specific in our quote

D. We may store any of your items in any of our or our subcontractors’ warehouses

5. Your Responsibilities

A. You are responsible for the following:

a. You must arrange for someone to be present when items are collected or delivered; this may be yourself, or your agent;

b. Properly preparing and packing any appliance or equipment before it is removed;

c. Arranging and paying for any parking fees that our transport may require;

d. Locking away any valuables for example, money, jewellery or handbags;

e. Ensuring we have direct and unencumbered access;

f. Ensuring you have advised us of any bulky items.

B. Property Access

a. We require you to provide unobstructed access to the collection point. This means you must provide clear vehicle access with no hinderance by overhead wires, branches, trees or any other obstruction.

6. Cancellation or Postponement

A. A cancellation fee of $175.00 will be charged if you cancel the booking less than 5 working days before the confirmed date on which we have agreed to provide our services.

7. Loss or damage

A. We are not liable for loss or damage resulting from any:

a. War (whether declared or not), invasion, sabotage, civil war, rebellion, military coup or similar situation beyond our reasonable control;

b. Moth, vermin or similar infestation;

c. Cleaning, repairing or restoring (unless we did the work);

d. Atmospheric or climatic change;

e. Discoloration such as any change of colour, fading, stain and so on;

f. Worsening quality or condition of any food, plant or perishable item;

g. Difficult access to or from any room, building or other location;

h. Fragile or brittle item;

i. Item with an inherent defect (a fault that was already there);

j. Sensitive equipment or any item that is not suitable for being transported;

k. Furniture that is dismantled or reassembled;

l. Item packed by you;

m. Item left inside a cupboard or other furniture;

n. Item left in a deep freezer or fridge;

o. Key left in furniture;

p. Item delivered to or received from an auctioneer, auction room, communal (shared) storage area or other similar business or area;

q. Item received by or from someone else;

r. Loss that is attributed to a lack of information from you or your agent;

s. Loss that is attributed to any breach of your responsibilities under this contract;

t. Any loss associated with the movement or storage of any perishable items;

u. We are not liable for damage to driveways, roads, crossings, paths, access routes, kerbs, gardens or any other surface or structure. All access is used at your risk. Any costs we incur for recovery of our vehicles from any access way will be charged to you.

8. Delay in trans

A. If we cannot deliver any item due to no fault of ours (including any lock down delays because of Covid-19, where we are not allowed to operate) we will put the item or the complete consignment (all items together as a load or loads) into storage

9. Damage

A. If damage occurs to any of your items or consignment during our services, you or your agent must immediately inform our staff on site and sign documentation we provide to you.

B. You must write to us by registered email within five (5) days to confirm the damage.

C. We retain the right to use our independent contractors to repair any damage we may agree has occurred and you agree to make the items available for such repair.

D. We are not liable for any loss or damage that is not advised to us in accordance with this clause.

10. Abandoned Goods

A. In the event of goods left for more than ten (10) days without payment of money owed, we reserve the right to dispose of the goods upon the following terms:-

a. We will make an effort to contact you on the address you have provided to us;

b. We will send you a written notice which will be a demand for you to pay all money that is owed to us (the debt) and giving you notice that the items will be sold in the event of non-payment of the debt;

c. If you fail to pay the debt in full within ten (10) days from the date of our notice we reserve the right to sell, or otherwise dispose of any or all of your items;

d. Any funds we receive through selling of your items will be used to pay the debt you owe us, to recover the costs we have incurred in selling and storing the goods pending sale, and any surplus will be paid to you.

11. Our right to subcontract the work

A. We reserve the right to subcontract some or all of our services.

B. If we subcontract our services, then these terms and conditions will still apply.

12. Warranties

A. You warrant (promise) that:

a. You own everything that you have asked us to move, or

b. You have permission from the owner to move any item that is not yours

B. You indemnify (promise to protect) us against any damage or cost or other loss we may suffer if any warranty is not true.

C. You agree that The Carriage of Goods Act 1979 applies, except as modified by these terms.

D. The Company acknowledges that the Consumer Guarantees Act 1993 ("CGA") may apply to the services we provide to you if you are relocating to a residential property. We acknowledge that if you are consumer relocating to a residential property then these terms are not intended to limit or exclude our obligations under the CGA. However, if you are relocating to commercial premises you agree under s43(2) of the CGA that the provisions of the CGA will not apply to the services we provide you.

13. Exclusion

A. Unless we have given our prior written approval, the following items are excluded from our services:

a. Valuable item such as any item of jewellery, watch, precious stone, money, stamp collection, title deed, share certificate or any similar item or collection;

b. Animal or its cage or tank including any pet, bird or fish;

c. Item that is too large or too heavy to be moved by a team of removal men without special machinery;

d. Item that cannot be moved because any stairway, passage or door is not strong or wide enough;

e. Dangerous Goods,

i. We will not transport flammable or dangerous goods. We will not store any dangerous goods.

ii. If dangerous goods are discovered during whilst we are providing services, we may seek to destroy or remove them where we deem it necessary to avoid any harm to persons or property. If we engage in an act to remove or destroy dangerous goods, you are liable for all expenses incurred for this operation. We will not be liable to you or any other party for any compensation due to the removal or destruction of any dangerous goods.

14. Payment Terms

A. All payments due under our quote must be made in full and in advance of the date on which our services are to be supplied.

B. We reserve the right to charge you interest at the rate of 10% pa (calculated daily) for any late payment.

C. You may not withhold payment due nor make any deductions from the payment nor set-off any amount we may owe you, without first obtaining our written consent.

D. You will be liable to pay all expenses and legal costs incurred by us in enforcing these terms of business and obtaining payment from you.

E. We reserve any other rights we may have due to your late or non-payment.

15. Additional fees if you appoint an Agent

A. If you choose someone else (your agent) to collect your items from our warehouse the payment terms in clause 14 still apply.

B. We may charge you additional fees for handing your items over to your agent.

C. Our responsibility for any of your items ends when we hand them over to your agent.

D. We reserve the right to charge additional storage, handling and delivery fees.

E. We reserve the right to charge for delays, whether caused directly or indirectly.

F. We reserve the right to charge a cancellation fee under clause 6.

16. Storage

A. The storage charge for the first 4 weeks of storage will be due and payable in advance.

B. We reserve the right to increase our storage charges by giving you twenty-eight (28) days' notice in writing.

C. All storage accounts will be on our debit order system.

D. If you wish to terminate the storage contract you must give us at least 15 (fifteen) working days' notice of the date you require release of any of your items or consignment.

E. Storage charges will be payable until the end of the month in which your 15 (fifteen) working days' notice to us ends, or the date of release of your consignment, whichever is later.

F. Our removal charges exclude any charges for storage, warehouse handling and/or delivery into or from our storage facilities for which may be charged unless we have clearly included such charges in our quote.

G. If you arrange to deliver or collect a consignment we will charge you for any work done by us for handling items into or out of storage.

H. If we wish to terminate the storage contract and your payments are up to date, we will give you at least thirty (30) days' notice in writing.

I. You shall pay all charges for storage without deduction, set off or exchange. In the event that you are in default of payment by more than twenty (20) days from the payment due date, then we shall be entitled to give you written notice requiring you to make payment of all sums owing within seven (7) days calculated from the date of our notice.

J. In the event that you do not make payment within 3 (three) days from the date set out in our notice we shall, at our absolute discretion, be

entitled to dispose of your goods either by public auction or private treaty, and by virtue of the lien which we enjoy over your goods, you hereby grant us an irrevocable power of attorney to either dispose of or destroy the goods.

17. Insurance

A. We strongly advise you to insure your consignment against as many risks of packing, moving, shipping and storage as possible.

B. We advise that you insure items for their full replacement value at your destination.

C. You can arrange cover through our insurance company but only if you give them a properly completed insurance proposal (application) form before we start the work.

D. You will not have any insurance cover until you have completed insurance proposal form and have paid the premium to them.

E. Any insurance arranged will be a separate contract between you and the insurance company.

F. You are free to take out insurance with any insurance company of your choice.

18. Guarantee and Indemnity

A. Where we undertake work for a customer that is a company ("the company"), the following further conditions apply:

a. The guarantor is named below. In consideration of us providing services to the company, the guarantor unconditionally guarantees payment of all amounts owing to us and the due and punctual performance of the company's obligations under our quote and these terms of business.

b. The following conditions will have no effect on this guarantee:

i) Our agreeing to any other term or any extra act we offer as part of our service;

ii) Any amendment to our quote;

iii) Any amendment to these terms of business;

iv) The lack of signatures of all of our directors on any quote or other agreement;

v) Any other act, or omission which might prima facie affect any obligations of the guarantor under this guarantee or rights of the company under this guarantee;

c. In the event of dispute, we are not bound to take proceedings or make claims against the customer before taking proceedings or making claims against the guarantor.

d. More than one guarantor means their obligations under our quote and these terms of business are joint and several.

B. For the purposes of assessing your (and any Guarantor/s) creditworthiness, you (and any Guarantor) authorise:

a. Us to provide any agency with any information collected by us from you (and any guarantor); and

b. Us to collect any information from any agency about you (and any guarantor); and

c. Any agency to provide us with any information about you (and any guarantor) which we may require.

C. The person who signs this form on behalf of the Customer will be deemed to have the necessary authority from the Customer to engage our services.

Regards ,
The Management at Trust Movers & Freight

Marjorie Phillips

Full name of Customer

Signature of Customer or authorised agent