



PARKS GARAGE LTD
TERMS AND CONDITIONS OF TRADE

1. Definitions

"Act" means the Carriage of Goods Act 1979.

"Contract" means these terms and conditions as amended from time to time.

"Non-runner" means the vehicle cannot be driven on or off the transport under its own power. This includes a vehicle with a defective braking system.

"Transport Rate" means the rate including charges for the requested Transport Service

"Transport Service" means any service provided by us for the carriage of a vehicle by road, sea or rail and includes storage and any other service provided by us.

"Vehicle" means single or multiple motor vehicles, machinery, or other items, to which a Transport Service applies.

"We" "our" or "us" means Parks Garage Limited and its subsidiaries, employees, agents, sub-contractors and actual carriers.

"You" means the customer who is requesting the Transport Service as well as the owner of the vehicle and any agent of the customer.

2. All terms used in this contract shall have the same meaning as set out in the Act.

3. Where this contract differs from the Act then in so far as the parties can, this contract overrides the provisions of the Act

4. We shall not be bound by any agreement varying these conditions unless such agreement shall be in writing and signed by our General Manager.

5. We reserve the right to refuse carriage for any person or for any class of vehicle.

6. We may carry or on-forward a vehicle or have the vehicle carried by any method or any person which we deem fit and notwithstanding any instructions that the vehicle is to be carried or on-forwarded by another method.

7. You confirm that:

- (a) you are either the owner or the authorised agent of the owner of the vehicle that is the subject of this contract;
- (b) the person signing this contract has authority to do so; and
- (c) you accept this Contract for you as well as for all other persons on whose behalf you are acting.

8. It is your responsibility to ensure that both the exterior and interior of the vehicle is in a suitable state for transport.

9. You agree that we may search the vehicle if we believe that the vehicle may contain hazardous or dangerous goods, or not comply with any other law. At our discretion, we can refuse to transport the vehicle or remove any item from the vehicle that we consider appropriate. Any costs incurred in doing this including disposal is to be paid for by you.

10. We may charge you for any failed pick-up or delivery or delay of more than 30 minutes in loading or unloading from our arrival on site providing this is not due to our fault. The hourly rate of \$150 + GST will be charged for delay time.

11. Any claim for loss or damage to a vehicle must be noted at the time of delivery by you on the delivery docket. You accept that any claim given to us after delivery has occurred is likely to be declined by us as it could have occurred after we delivered your vehicle.

12. We must be given a reasonable opportunity to investigate any claim you make. This may include you allowing a 3rd party access to your vehicle.

13. You acknowledge that this is a contract for carriage on declared terms per the Act.

14. Where we are unwilling to accept any liability for any loss or damage to your vehicle then we need you or your agent to sign confirming the following terms:

- (a) before or at the time of collection that "This Vehicle is to be carried at owner's risk. This means that the carrier will pay no compensation if the Vehicle is lost or damaged unless we intentionally lose or damage it."; or
- (b) There is a contract in writing stating at "owner's risk" and signed by the parties or their agents relating, but not necessarily exclusively, to the carriage of vehicle, in which case the contract shall be 'at owner's risk'.

15. Where we are liable to pay for damage or loss then the maximum amount payable by us is \$1,739 + GST.

16. We do not accept any responsibility, claim or liability for the following items:

- (a) Damage caused by leaking fluids, battery acids, cooling system and anti-freeze solution, industrial fallout;
- (b) Damage caused by acts of war, civil unrest or God;
- (c) Hidden damage or damage that is undetectable at time of pickup due to vehicles dirty condition, or weather-related condition;
- (d) Damage or failure of vehicle mechanical, electrical, alignment, suspension, exhaust system, muffler, or tail pipes;

- (e) Damage or loss to audio or video equipment not installed at the factory, including antenna that does not retract to within 10 cm of the vehicle's body;
- (f) Damage or loss of personal or household items left in a vehicle;
- (g) Damage caused by fluids or objects flying up from the roadway, or out of the sky e.g. broken windscreens;
- (h) Damage to a vehicle that is a non-runner;
- (i) Damage to a vehicle that is a caravan;
- (j) Damage of any sort to a vehicle that has been picked up in an existing state of damage;
- (k) Damage to the underside of a vehicle that has less than 150 millimetres ground clearance; or
- (l) Damage arising from your own or any other person's actions or omissions excluding our own actions.

17. We are not liable for any form of indirect or consequential loss or damage arising out of or in respect of any Transport Service. Any liability of the kinds specified in subsections 15(2)(b) and (c) of the Act is expressly excluded whether in respect of the carriage of goods or otherwise. This includes liability from delay in delivery of a vehicle for any reason.

18. Where there is contributory negligence on your part, then our liability shall be limited to an amount that excludes the contributing negligence.

19. Each Transport Service is performed at the applicable Transport Rate, current at the time of carriage plus GST. If we incur any additional costs in handling a vehicle, then you are liable to pay those additional costs on demand.

20. The Transport Rate and any additional tax or costs are payable by you prior to commencement of the Transport Service.

21. We can alter our current Transport Rates, impose additional special rates or levies at any time without needing to give you notice.

22. Any quote provided in writing to you is valid for 7 days from the date of the quote. Verbal quotes or estimates by us are not binding on us.

23. Any tax (including GST) or fuel or other surcharge, which is not provided for or stated in a Transport Rate, and which is imposed by a government or by any regional or other authority, in respect of or incidental to carriage of a vehicle or the provision of any Transport Service, is due and payable in addition to the Transport Rate by you.

24. Time of delivery shall not be of essence for any Transport Service, but we will make all reasonable efforts to meet any date for delivery agreed with you or otherwise to deliver the vehicle within a reasonable time. In no event shall we incur any liability due to any failure to deliver a vehicle by an agreed date.

25. Delivery of a vehicle is deemed to occur at the time the vehicle is left by us at the requested destination by you. Your signature at delivery is not required for delivery to occur.

26. If for any reason a vehicle is unable to be delivered to the destination address (other than due to our fault) or a vehicle is not collected from us as agreed, then:

(a) After 24 hours from delivery we are deemed to be your agent and may store the vehicle on your behalf, at your risk and expense; and

(b) After 30 days from the delivery date we may deem the vehicle unclaimed and sell the vehicle. The proceeds of the vehicle sale will be used to settle:

(i) the expenses of selling the vehicle;

(ii) any amounts you owe us for Transport Services, storage, interest and any other costs including administration;

(iii) any surplus from the vehicle sale will be held until you request reimbursement.

27. We may apply any payments we receive from you towards any indebtedness you have with us. We are not bound by any conditions or qualifications you make in relation to payments to us.

28. Where payment is not made by the due date then interest will be charged at the rate of 2.5% per month compounding from the due date until payment of the overdue amount including interest has been received by us.

29. If you default in payment or in your obligations to us, then:

(a) we may retain possession of your vehicle as security;

(b) we may require immediate payment of all monies owed to us, whether due or not;

(c) you agree to reimburse us for all collection costs incurred to recover your debt;

(d) we may withhold delivery of your Vehicle without notice; and

(e) you agree to pay in advance for future services.

30. We are entitled at any time to assign to any other person, all or part of any debt owing by you to us.

31. All notices of cancellations must be given in writing to us 48 hours before pick-up date.

32. Where a cancellation notice has been accepted then a refund may be requested by you for the Transport Services not performed less any costs incurred by us including an administration fee of \$60 + GST.

33. This contract is governed by and construed in accordance with New Zealand law.