



UNITED MOVERS LIMITED
 PO Box 29-268, Fendalton
 CHRISTCHURCH 8540
 Fax: 03 344 3929
 info@unitedmovers.co.nz

ACCOUNT APPLICATION FORM

APPLICANT'S FULL LEGAL NAME (not trading name): _____ ("the Customer")
 trading as: _____ Year Business Established: _____
 Sole Trader Partnership Company Company No. _____ Other (please state) _____
 Postal Address: _____
 Contact Name: _____ Position: _____ Telephone: _____
 Fax: _____ Mobile: _____ Email: _____

REFERENCES & CONTACTS

Accountant's Name: _____ Address: _____
 Lawyer's Name: _____ Address: _____
 Trade References: (1): _____ Phone: _____ Fax: _____
 (2): _____ Phone: _____ Fax: _____

AGREEMENT

I/We have read and agree to be bound by the terms and conditions of trade as printed overleaf or attached in respect of all future consignments for the carriage of goods by United Movers Limited, its subsidiaries, servants, agents, sub-contractors and actual carriers ("the Carrier"). I/We warrant to the Carrier that the above information is to the best of my/our knowledge, information and belief true and correct and that I am/we are duly authorised to enter into this application and place future orders on behalf of the Customer.

RISK AT OWNER'S RISK – Goods are to be carried at 'owner's risk'. This means that the Carrier will pay no compensation if the goods are lost or damaged, unless he intentionally loses or damages them.
 or **AT LIMITED CARRIER'S RISK** (delete one)
 I/We agree that, unless the waybill in respect of any consignment is endorsed to the contrary by me/us and the Carrier, all consignments for the carriage of goods by the Carrier shall be at the risk specified above. If neither option is deleted, consignments are at limited carrier's risk.

SIGNED _____ / ____ /20____ (insert date)

Signature: _____ Name: _____ Position: _____

GUARANTEE

In consideration of the Carrier agreeing to carry goods and grant credit for such carriage to the Customer at the request of the guarantors named below ("the Guarantors"), the Guarantors hereby jointly and severally guarantee payment of all moneys payable now or in the future by the Customer to the Carrier and indemnify the Carrier against any loss it might suffer should any contract made between the Customer and the Carrier be lawfully disclaimed or abandoned by any liquidator, receiver or other person.

The Guarantors acknowledge that:

- (a) As between the Guarantors and the Carrier, the Guarantors may for all purposes be treated as the principal debtor and the Carrier shall be under no obligation to take proceedings against the Customer before taking proceedings against the Guarantors;
- (b) No release, delay or other indulgence given to the Customer shall release prejudice or affect the Guarantors' liability.

GUARANTORS (complete Owner(s) / Director(s) Names)

(1) Full Name: _____
 Address: _____
 Address(cont'd): _____
 Signature: _____
 Witnessed by: _____ (Signature)
 Witness name: _____
 Witness address: _____
 Witness occupation: _____

(2) Full Name: _____
 Address: _____
 Address(cont'd): _____
 Signature: _____
 Witnessed by: _____ (Signature)
 Witness name: _____
 Witness address: _____
 Witness occupation: _____

TERMS AND CONDITIONS OF TRADE

1. ACCEPTANCE

- 1.1 All consignments or orders placed by or on behalf of the Customer for the carriage of goods shall be deemed acceptance of these terms and conditions as modified from time to time by the Carrier's waybill.
- 1.2 No order accepted by the Carrier can be cancelled, varied or suspended without the Carrier's prior written agreement.
- 1.3 No amendment to these terms and conditions shall be binding upon the Carrier unless such amendment is in writing and signed by a director of the Carrier.

2. COLLECTION AND USE OF INFORMATION

- 2.1 The Customer authorises the Carrier to make enquiries with the references and contacts detailed on the Account Application Form and to otherwise collect, retain and use any information about the Customer for the purpose of assessing the Customer's credit worthiness, enforcing any rights under these terms, or marketing any services provided by the Carrier.
- 2.2 The Customer authorises the Carrier to disclose any information obtained to any person for the purposes set out in clause 2.1.
- 2.3 Where the Customer is a natural person the authorities under clauses 2.1 and 2.2 are authorities or consents for the purposes of the Privacy Act 1993.

3. FREIGHT & OTHER CHARGES

- 3.1 Where no freight charge is stated in writing the goods shall be deemed to be carried at the then current amount charged by the Carrier at the time of placement of order.
- 3.2 The Carrier may charge freight by weight, measurement, class of goods or value (or any combination) and may, at any time, re-weigh, re-measure, re-classify or re-value the consignment and amend the freight charge accordingly.
- 3.3 Freight shall be considered earned as soon as the goods are loaded and despatched by the Carrier.
- 3.4 The Carrier may levy an additional charge if there is an unreasonable delay in loading or un-loading the goods or if the consignee is not in attendance at the delivery address during normal business hours when delivery is attempted.
- 3.5 The Carrier may, during any period after the Carrier's responsibility for the goods ceases under the Act, hold the goods as bailee and charge the Customer storage fees at normal rates. The Carrier shall not be liable for any loss or damage to the goods during such period.

4. PAYMENT & DEFAULT

- 4.1 Payment of freight charges shall be made in full without deduction or set-off for any reason whatsoever on or before the 20th day of the month following the date of invoice ("the due date").
- 4.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% plus GST (if any) per month or part month.
- 4.3 Any expenses, disbursements and legal costs incurred by the Carrier in the enforcement or attempted enforcement of any rights, powers or remedies contained in these terms shall be paid by the Customer, including any reasonable solicitor's fees (on a solicitor-client basis) or debt collection agency fees.
- 4.4 The Carrier may sue for recovery of freight charges, interest and expenses immediately if payment is not made by the due date and the provisions of section 21 of the Act shall not apply.
- 4.5 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.
- 4.6 The Customer agrees that, in addition to the carrier's lien arising by operation of section 23 of the Act, the Carrier shall have a general lien over all goods consigned from time to time by the Customer as security for all amounts that are or become payable by the Customer under these terms. If the Customer defaults in making any payment by due date, the Carrier may, without prejudice to its other rights and remedies, exercise the rights granted by section 23 of the Act in respect of all goods as if those rights were repeated in full in these terms.

5. LIABILITY OF CARRIER

- 5.1 Each consignment of goods shall be carried by the Carrier at the risk specified on the Account Application Form or as subsequently agreed in writing by the parties. If no risk is specified the goods are at carrier's limited risk.
- 5.2 Except as provided by the Act, the Carrier shall not be liable for any direct, indirect or consequential losses suffered by the Customer or any other person arising out of or in respect of damage to, loss, mis-delivery, delay or non-delivery of the goods (whether the goods have been in the Carrier's possession or not) nor for any instructions, advice, information or service given or provided to any person in respect of the goods or otherwise and the Customer hereby indemnifies the Carrier against all

claims of any kind (whether in negligence or otherwise howsoever) brought by any person for such matters.

- 5.3 The time agreed for delivery shall not be an essential term unless the Customer gives written notice to the Carrier making time of the essence and the Carrier accepts in writing that time shall be of the essence.
- 5.4 The Carrier shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its reasonable control.
- 5.5 The Carrier will only carry glass, marble and cartons at owner's risk and any provision to the contrary in these terms or the waybill is of no effect.
- 5.6 The Carrier shall not be liable for failure to meet any special requests or delivery instructions unless those matters are agreed in writing and signed by a director of the Carrier before the goods are loaded.

6. NOTICE OF CLAIMS

- 6.1 Neither the Customer nor any person claiming under or through the Customer may bring any action or claim against the Carrier for losses arising out of or in respect of damage to, loss, mis-delivery, delay or non-delivery of the goods unless:
 - 6.1.1 If the damage or loss was reasonably apparent at the time of delivery, the delivery docket was endorsed at the time of delivery;
 - 6.1.2 Written notice of the claim and particulars of the claim are provided to the Carrier within seven days of delivery or, in the case of non-delivery, within seven days after the due date for delivery; and
 - 6.1.3 An action has been commenced in a Court of competent jurisdiction within six months of delivery or, in the case of non-delivery, within six months after the due date for delivery.
- 6.2 Sections 18 – 20 of the Act shall not apply to any carriage of goods by the Carrier for the Customer.

7. CUSTOMER WARRANTIES

- 7.1 The Customer warrants to the Carrier that:
 - 7.1.1 The goods will be safely and properly packaged and labelled and fully and accurately described in the waybill;
 - 7.1.2 No consignment will include or contain any noxious, dangerous, hazardous or inflammable goods or any goods likely to cause damage or which it is illegal to carry with or without specific licenses or approvals;
 - 7.1.3 The Customer has fully complied with all applicable laws and regulations relating to the goods and paid any customs, excise or other appropriate levies that are payable in respect of the goods; and
 - 7.1.4 The Customer is the owner or authorised agent of the owner of the goods and no person has any rights in respect of the goods that are inconsistent with the carriage of such goods by the Carrier.

8. PERFORMANCE

- 8.1 United Movers Limited may carry the goods itself or through its subsidiaries, servants, agents or sub-contractors and by any method or means it sees fit and notwithstanding that a method of carriage may have been specified.
- 8.2 The Customer shall be liable to pay all freight charges and other amounts that may become payable under these terms in respect of goods carried at the request of the Customer and notwithstanding that any consignment may have been accepted on instruction that such amounts are payable by the consignee.

9. INSURANCE

- 9.1 The Carrier will not effect insurance for any consignment except as agreed in writing with the Customer. Any insurance will only be arranged at the Customer's cost and following lodgement of a declaration as to value.

10. MISCELLANEOUS

- 10.1 Words or expressions used in these terms that are defined in the Carriage of Goods Act 1979 ("the Act") bear the meaning ascribed to them in the Act.
- 10.2 In the event of any conflict between these terms and the Act, the provisions of these terms prevail.
- 10.3 Failure by the Carrier to enforce any of the terms and conditions contained in these terms shall not be deemed to be a waiver of any of the rights or obligations the Carrier has under these terms.
- 10.4 If any provisions of these terms shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.