**SERVICE TERMS – COURIER SERVICES**

**By starting to use the Services, you are deemed to have accepted the General Terms and these Service Terms. No amendments proposed by you apply, unless different terms are specifically agreed with you in writing by one of our Directors.**

# SERVICE TERMS & SPECIFICATIONS

1. The Carriage of Goods provisions of the Contract and Commercial Law Act 2017 (Subpart 1 of Part 5) applies to our services, unless we specifically say otherwise in these Service Terms. If we agree to provide other services to you under these Service Terms, we will provide to you the relevant Service Schedule for those Services.
2. For the Services, “delivery” has a specific meaning which you need to be aware of – your item has been **delivered** when it is:
3. Delivered to the stated delivery address, unless we agreed to obtain a signature (in which case, delivery occurs when we have collected a signature, unless we have been given authority by a person at that address to leave signature-required items without collecting a signature);
4. Collected by the recipient or other authorised person; or
5. Returned to you because we could not deliver it to the recipient for any reason.

3. To complete delivery, you agree that we can rely on the instructions of the recipient or other person at the delivery address, unless we have specifically agreed otherwise with you. 4. We may open and inspect any item, or refuse to accept any item for delivery, if we reasonably believe that it does not comply with our agreement with you.

# OUR PRICES

1. Our prices for the Services are based on our standard rates current at the time you pay (when using prepaid tickets) You may be offered different rates for some or all of the Services. The pricing schedule specifies any different rates that apply to the Services you use. If you have a current pricing schedule which specifies a lower rate for a Service, that rate will apply until the pricing schedule expires or a new pricing schedule is issued. If your pricing schedule does not specify a different rate, you must pay the standard rate for that Service.
2. If we re-weigh or re-measure your item, we may charge any higher applicable cost (including an administration fee) to your account. Our decision as to weight or measurement is final.
3. Any change in rates will normally be effective from 1 July in that year, but we may change your rates and discount(s) at any time on 30 days’ notice.

# OUR LIABILITY TO YOU

1. Our Services are provided “at limited carriers’ risk”. We limit our liability to you to a maximum of **$2,000** (including GST) for **direct** **loss of, or damage to, each unit of goods.** You may be able to purchase additional compensation cover for your goods.
2. We are not in a position to know what is in any item given to us for delivery, and we will not be deemed to be aware of the contents. You are not released from your obligation to check the goods comply with our Service specification, just because we have accepted them for delivery.
3. We have **no liability to you for delay in the delivery** of any item. Our delivery targets are a guide only – although we will endeavour to ensure that your item arrives within our delivery targets, we do not guarantee delivery within these targets.
4. We will not pay compensation for any other direct or indirect loss or damage caused to you or your items, even if caused by an intentional act or negligence of our employees, unless we are required to by law.
5. We are not liable to pay compensation for any loss or damage to an item, if the loss or damage occurred after delivery, or was caused by fraudulent or unauthorised use of our pre-paid ticket or other services.
6. **You must make any claim within the required time limit**, being:
7. 7 days after delivery, for damaged or missing contents;
8. 21 days after sending, for the total loss (non-delivery) of an item.

16. If you intend to make a claim in court against us, that claim must be made in a New Zealand court and made within six months after you gave us the item for delivery. The following sections of Subpart 1 of Part 5 of the Contract and Commercial Law Act 2017 do not apply to the Services:

1. claims of damage or partial loss under s 274;
2. limitation of actions under s 278;
3. actions by the consignee where they are not a contracting party under s 281;
4. carrier's rights of storage and disposal of unclaimed or rejected goods under s 289; and
5. carrier's rights to dispose of perishable goods under s 290.

**YOUR RESPONSIBILITIES TO US**. You must make sure that:

1. all items given to us for delivery are **correctly addressed** to addresses within our delivery network, and show the **correct pre-paid ticket** for the service used;
2. you follow all instructions about using our services in the services specifications. In particular, you must not give us any item for delivery that is **inadequately packaged**, or is illegal or capable (as packed) of causing personal injury or property damage;
3. you do not give us any item for delivery that contains any **Prohibited, Valuable, or Perishable** item, or **Dangerous Goods** without us being notified prior to pickup

18. See the [NZTA website](https://www.nzta.govt.nz/driver-licences/getting-a-licence/licences-by-vehicle-type/transporting-dangerous-or-hazardous-goods/dangerous-goods-carried-by-transport-operators/) for common **Valuable, Perishable** and **Prohibited** items and **Dangerous Goods**. These include currency, credit or gift cards, perfume, aerosols and aftershave; fragile items, chocolate, precious metals, lithium batteries, and firearms.

# WE CAN STOP SERVICES

1. If we terminate Services to you in accordance with the General Terms or under clause 20 below, we will still deliver any of your complying items already in our network.
2. If we reasonably believe you are using a Service for unlawful purposes, we may terminate that Service immediately, by notice to you. Complying items already in our network will still be delivered.