

# **JACKIES COURIERS LIMITED – Terms and Conditions**

## **1 Where These Terms apply**

- 1.1 Purchase or use of any of our services by you constitutes acceptance of these terms.

## **2 Our Responsibilities to You**

- 2.1 We will endeavor to deliver items correctly addressed to addresses within our delivery network within the delivery target of the relevant service. However, we do not guarantee delivery of your item within these delivery targets.

- 2.2 Delivery shall occur when your item is:

- (a) Delivered to the Relevant delivery address unless we have agreed to obtain a signature at the relevant delivery address (in which case delivery of the item will occur on collection of a signature unless we have been given authority by a person at the relevant delivery address to leave signature- required items at the relevant delivery address without collection of a signature); or
- (b) Collected by the recipient or other authorised person from a Jackies Couriers branch or depot or
- (c) Returned to you because we were not able to deliver it to the recipient or a person at the relevant delivery address for any reason.

- 2.3 You agree that we are entitled to rely on the instructions of the recipient or a person at the relevant delivery address in relation to the delivery of an item, and that those instructions will prevail over your instructions, unless we have agreed otherwise in writing to you.

## **3 Your Responsibilities to us**

- 3.1 You must make sure all information given to us in connection with our services is correct and complete.

- 3.2 You must not give us any item for delivery that:

- (a) Is inadequately or incorrectly packaged;
- (b) Contains anything that is illegal or is capable, as packed, of causing injury or damage to property;
- (c) Contains cash
- (d) Is a Dangerous Good or Prohibited Item; or
- (e) Is a Valuable Item or Perishable Item. If you give us any of the Item's referred to above for delivery, you agree that we are not liable to pay any compensation to you for any loss or damage to or delay in delivery of, that item (unless we have consented to carry it in accordance with clause 3.8 below)

- 3.3 It is your responsibility to check whether the item you are sending complies with clauses 3.1 and 3.2. Acceptance of any item by us does not release you from this obligation.

- 3.4 You acknowledge that we are not in a position to ascertain the contents of any item given to us for delivery and

we will not in any circumstances be deemed to be aware of the contents.

- 3.5 You warrant that all personal information, including all personal information relating to your customers, that you disclose to us has been collected, stored, used and disclosed in a manner consistent with the requirements of the Privacy Act 1993 and the Information Privacy Principles contained in the Privacy Act 1993. You indemnify us for all loss or damages suffered by us as a consequence of breach of this warranty.

## **Our Rights to Compensation from You**

- 3.6 You agree to indemnify us, our employees and agents against any cost, claim, liability, damage or loss of any kind incurred by us as a result of a failure by you to comply in any way with any of the clauses 3.1, 3.2 and/or 3.5.

## **Dangerous Goods and Valuable, Prohibited or Perishable Items**

- 3.7 Notwithstanding clause 3.2 above, we may, at our sole discretion agree in writing to carry items which contain Dangerous Goods, or Valuable, Prohibited or Perishable Items.

- 3.8 You must disclose to us in advance that your item contains Dangerous Goods or Valuable, Prohibited or Perishable Items.

## **Right to Inspect Items**

- 3.9 At any time we may:

- (a) Open and inspect any item and refuse to accept any item for delivery for any reason (and if we refuse to accept an item, you will not be required to pay the delivery charges for that item);
- (b) Re-weigh, re-value or re-measure items and, where necessary, charge the higher applicable charges accordingly (including an administration fee)

- 3.10 Our decision as to the weight, value or measurement of an item is final.

## **4 Payment for our Services**

- 4.1 You must pay for our services in accordance with the charges set out in:

- (a) Any current price and services schedule that we have provided to you in writing; or
- (b) Our brochures or on our Web site (as amended from time to time) if no Price and Services Schedule has been provided, or the Price and Services Schedule provided has expired on its terms.

- 4.2 You must pay any goods and services tax and other similar taxes payable in relation to the purchase or use of our services.

- 4.3 We will send our account customers a bill for our charges. You must pay the bill by the 20th of the month following month bill is dated.

- 4.4 No reductions shall be made by way of set-off in respect of any claims against us (or for any other reason)

- 4.5 We may charge you interest on any unpaid amount of any invoice at the overnight overdraft daily interest rate charged by our principal bank calculated daily and compounding monthly from the due date until the date you pay the unpaid amount.

- 4.6 If you dispute any invoice or any part of an invoice, you must advise us of the reasons in writing as per clause 10.2 within fourteen days of receipt of the invoice. Pending determination of the dispute, you must pay the undisputed portion of the invoice. Within seven days of the date of determination or resolution of any disputed invoice, the disputed amount of the invoice as determined must be paid

## **General Lien**

- 4.7 You agree that we may exercise a general lien against any property belonging to you in our possession for all sums outstanding for the provision of services under these terms and conditions.

- 4.8 If the lien is not satisfied within thirty (30) days of the due date we may, having given notice of the lien, at our option:

- (a) Remove any product and store it in such a place and in such a manner as we think fit and proper and at your expense;
- (b) Sell any product or part thereof at your expense and such as we shall think fit, and apply the proceeds in or towards discharge of the lien and costs of sale without being liable to any person for damage caused; or
- (c) If we deem the product unsaleable, dispose of the product as we think fit without any liability to you.

## **5 Our Liability Limitation of our Liability**

- 5.1 Subject to the specific exclusion or limitations of liability in these terms the provision of our services is "at limited carriers risk" as defined in the Act. Our liability to you is limited in accordance with the Act to a maximum of \$2,000 for the loss of or damage to each unit of goods, however the loss or damage arises (including as a result of negligence).

## **Exclusions of our liability**

- 5.2 We have no liability to you for loss of or damage to an item to the extent that the loss or damage:

- (a) Results from any event outside of our control;
- (b) Occurs after delivery
- (c) Results from any act or omission by you, including a breach of any of your obligations under these terms; or
- (d) Results from any fraudulent, unauthorised or unlawful use of any Card to Call or Card to Collect Service

- 5.3 We have no liability to you for:

- (a) Any indirect or consequential loss or

damage or for any loss of profit (or any other form of economic loss) arising in connection with our services;

- (b) Any delay in delivery of any item, unless we have expressly agreed otherwise in writing; or
- (c) loss or damage unless you can provide proof that you gave the item to us for delivery.

- 5.4 The exclusions of our liability set out above apply however the loss or damage arises (including as a result of negligence) and are subject only to the terms of any statute including the Consumer Guarantees Act 1993 (if applicable).

- 5.5 You agree that where you are using our services and / or acquiring products from us for the purposes of your business the provisions of the Consumer Guarantees Act 1993 do not apply.

## **Notification of Claims**

- 5.6 "Make a claim" terms on our website apply to all claims.

- 5.7 For claims for partial loss or damage, we will not be liable to you unless you give us written notice of any partial loss or damage within seven days after delivery of the item.

- 5.8 For claims for total loss we will not be liable to you unless you give us written notice of loss within seven days after discovery of the total loss of that item.

- 5.9 You may not bring any action against us unless that action is brought within six months of the date on which you gave us the item for delivery.

- 5.10 The provisions of sections 18, 19, 20, 23, 24 and 25 of the Act do not apply to our services.

## **6 Events Outside of our Control**

- 6.1 We are not required to provide our services, or carry out any of our obligations referred to in these terms if it is not reasonably practical for us to do so because of an event outside of our control.

## **7 Changes to These Terms**

- 7.1 We may change these terms by giving you 30 days' notice. We may also change any of the prices or other terms contained in a Price and Services Schedule by giving you 30 days' notice (unless another written agreement with you provides otherwise).

- 7.1 Changes to these terms or a Price and Services Schedule will be notified to our account customers either by email, by a notice in your monthly invoice or by separate written notice. For non-account customers and individuals we will post a notice about the changes to these terms on our website, and will keep the notice available for a period of 3 months after the changes come into effect.

## **8 Ending Our Services**

- 8.1 Either you or we may end an obligation we have to purchase or provide services under these terms (as the case may be) by giving 30 days' notice in writing (unless another written agreement with you

	provides that this right of termination is varied or does not apply).		
8.2	We may at any time, by giving you notice in writing, end any obligation we have to provide our services to you if you do not comply with any obligation to us under these terms. Such notice will not affect our obligation to deliver items that are already in our network.		
9	<b>Privacy</b>		
9.1	We will not collect, hold and use information about you for our business purposes, including contacting you about products and services that may be of interest to you by email or using other contact details. If you are an individual, we will only use your details to contact you about services that may be of interest to you if you have authorised us to do so.		
9.2	If you are an account customer you consent to our collecting, using and holding general credit information about you and to our disclosing that information to any third party in connection with credit management and control purposes. You understand that we may credit check you and you agree that we may collect information from any person who can provide us with information relevant to these purposes.		
9.3	You can access and request correction of any of the personal information we hold about you by writing to us.		
10	<b>Other Matters</b>		
10.1	Except as otherwise agreed by us in writing these terms (including any applicable Price and Services schedule) and the terms of any applicable consignment note constitute the entire agreement between us and you for the provision of our services	<b>"Act"</b> (means the Carriage of Goods Act 1979	directed by the recipient using our Card to Call Service (or by a person with authority to use the Card to Call Service on behalf of the recipient).
10.2	Any notice from you to us must be in writing, signed by you or your authorised representative, and sent to the following address (or such other address as we may advise you by notice in writing): Jackie's Couriers Limited, 17C Frederick Street, Wanaka 9305	<b>•Card to Call or Card to Collect Service•</b> means the processing system used to arrange collection, redelivery or redirection of an undelivered item.	<b>"These terms"</b> means these Jackie's Couriers Limited terms and conditions, and includes the other terms and conditions on our web site applicable to the services (as amended from time to time).
10.3	We may transfer or subcontract to a third party any of our rights and / or responsibilities under these terms. You may not transfer or subcontract your rights or responsibilities under these terms.	<b>"Dangerous Goods"</b> means all items listed in the IATA Dangerous Goods Regulations, any substance or article prescribed as Dangerous Goods for the purpose of the Hazardous Substances and New Organisms Act 1996 and associated regulations, and any item listed as such in the terms on our website regarding the carriage of dangerous goods, as amended from time to time.	<b>"Valuable Item"</b> means any item listed as such in the terms and conditions on our website regarding carriage of valuable items as amended from time to time including but not limited to any item of a fragile nature (including without limitation glassware and lighting), any traveler's cheque, stamps or voucher, any deed, negotiable instrument (including any bearer security, bill of exchange or uncrossed cheque), bond or share, any credit, debit or other bank card, any bullion, precious metal or stone, any jewelry or watch, any collectible or antique or any painting or work of art.
10.4	These terms are governed by and are subject to New Zealand law and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.	<b>"Delivery"</b> shall have the meaning given in clause 2.2.	<b>"We,"</b> means Jackie's Couriers Limited, its related businesses and companies, successors and assigns.
10.5	Unless required by law, you must keep all Price and Services schedules, other pricing information and any service variations discussed and / or agreed with you strictly confidential. You must not disclose any of this information to any other party.	<b>"Event outside of our control"</b> includes any delay in acceptance of an item by an addressee; our inability to gain access to a delivery address; seizure or destruction of an item by customs or any other regulatory or government authority; and act of God, earthquake, volcanic activity, flood, fire, storm, or adverse weather condition; sabotage, riot, civil disturbance, epidemic, national emergency or act of war; governmental action; strike, lock-out, work stoppage or other Industrial problem; traffic congestion; or delay in aircraft or other transport.	<b>"Our" and "us"</b> have a corresponding meaning.
10.6	These terms shall prevail over any other terms and conditions.	<b>"Item"</b> means any packet, parcel, document, article or other item given to us for delivery.	<b>•website"</b> means our website <a href="http://www.Azap.co.nz">www.Azap.co.nz</a> ,
11	<b>Interpreting These Terms</b>	<b>"Packaged"</b> means that a parcel has been packed in a safe manner and in accordance with any relevant legislation to protect both that item equipment from damage or injury. Guidance on internal and external packaging sealing a parcel and in relation to the packaging of specific types of items such as electrical equipment should be sought.	
11.1	For the purposes of these terms (unless the context otherwise requires):	<b>"Perishable Item"</b> means any item of a perishable nature including without limitation, plants, flowers, produce, biological specimens, organisms and cultures, frozen chilled food, blood, serum and chilled medical supplies, items which need to be delivered within a limited time span or any other item listed as such in the terms on our website, amended from time to time.	<b>"You"</b> means the person accessing, purchasing or using any of our services.
		<b>"Price and Services Schedule"</b> means a schedule or other document, including any proposal provided to you, containing price and / or services information which is stated to be subject to these terms and which we have provided to you, as amended in accordance with these terms.	EFFECTIVE 30/9/16
		<b>"prohibited item"</b> means any item listed as a prohibited item in the terms on our website regarding carriage of prohibited items, as amended from time to time.	
		<b>"Recipient"</b> means the person or other entity named as the recipient on the item.	
		<b>"Relevant delivery address"</b> means, as the case may be, either the original delivery address on the item as given by you, or another delivery address as	