



TRANS INTERNATIONAL
Moving & Shipping

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CONFIRMATION AND ACCEPTANCE OF QUOTATION

Attention: _____ Date: _____

I acknowledge receipt of your quotation dated: _____

PLEASE CHOOSE OPTION 1 OR 2 AND DELETE OPTION NOT REQUIRED

1	<p>I wish to accept your 'declared terms' quotation of \$ _____ plus the comprehensive insurance premium to be arranged by you as per the attached proposal, to the value of _____ \$ _____</p> <p>Signed: _____</p>
2	<p>I wish to accept your 'Owner's risk' quotation of \$ _____ In accepting, I or my agent acknowledge and sign the following statement:—</p> <p>"These goods are to be carried and stored 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.</p> <p>Signed: _____ I confirm that it is your recommendation that because the goods are carried at my risk, I should arrange my own insurance.</p>

My contact address before departure is: _____

_____ Phone: _____

Please effect the pick up of my removal on _____ or alternatively _____

I will be arriving at my destination contact / delivery address on _____

Contact / Delivery Address: _____

Phone: _____ Fax: _____ Email: _____

The terms and conditions of contract are printed on the back of this form and I acknowledge that I have read and accept them.

PRIVATE ACCOUNT:	All charges will be paid prior to pick-up date.
COMPANY ACCOUNT:	Official order or letter of authority is enclosed and payment will be effected prior to the departure of the removal.

Signed by: _____ Signed by: _____

Mr

Mrs _____

Miss _____

For and On Behalf of

Trans International Moving & Shipping

Conditions upon which goods are removed, and/or packed, and/or warehoused or dealt with by Trans International Moving and Shipping (N.Z.) 1992 Ltd hereinafter referred to as "The Contractor"

1. An Estimate is not binding on the Contractor unless acceptance in writing is received within twenty-one days of the date shown thereon and is given on the understanding that the work is carried out by the route and method to be decided by the Contractor. Any interruption, hindrance, postponement or sectional execution of the work may increase the cost and an extra charge to cover the increase may be made.
2. Every endeavour will be made to carry out the work within the time desired, but the Contractor shall not be liable for loss through delay in railway, road or sea transit, mechanical breakdown, stress of weather, labour troubles or from any other cause beyond his control and the Contractor may make a deviation from any route without affecting his liability.
3. The Contractor may enter into any contract with any other contractor, railway, steamship or dock or harbour company or authority to carry out the whole or any part of the contract and/or cause all or any part of the goods of the subject of the contract to be stored by or in the warehouse of any other contractor, and all these conditions shall so far as applicable apply thereto.
4. (a) It is a condition that there is a suitably practicable road and approach for the vehicles and workmen of the Contractor to the door of the building or other place to and from which the goods are to be removed and that the same are available to the vehicles of the Contractor and if the goods are to be delivered to a building that they are to be delivered on the ground floor, otherwise an extra charge will be made.
(b) It is a condition that all work can be conveniently effected by adequate staircases and doorways, but the Contractor may at his discretion use any balcony, window and/or tackle and make an extra charge therefore and the customer will indemnify the Contractor against all claims in respect thereof and also release the Contractor from any liability for damage to goods so handled.
5. Estimates do not include the following: -
(a) The taking down or putting up of fixtures, gas, electric or other fittings; the taking up, relaying or fitting of carpets or floor coverings; the refixing of blinds, mirrors, or other fittings; or the re-hanging of pictures or curtains or the removal of heavy iron safes or coal.
(b) The cost of dismantling and/or refixing pianos, billiard tables, television sets and other special articles or of any extraordinary packing which may be necessary to secure safe transport of specially fragile articles, such as statuary, ivories, venetian glass and similar articles, unless such packing is expressly mentioned in such estimate.
(c) The cost of making a detailed inventory of goods packed in cases or otherwise. If any such work as is referred in this clause 5 or any other special work is required to be done these conditions shall apply thereto and it shall be paid for at a charge to be fixed by the Contractor.
6. When an estimate is for a specified quantity and additional goods are removed or warehoused an extra charge to be fixed by the Contractor will be made and all these conditions will apply to such additional goods.
7. It is the responsibility of the customer to see that no article required to be removed is left behind, that no goods or fixtures are taken away in error and that articles left in unoccupied premises are protected. The Contractor accepts no liability in respect of any such matter and the customer shall indemnify the Contractor against all claims in respect thereof.
8. Every customer whose goods shall be warehoused is required to furnish an address to which communications may be directed and to register his signature with the Contractor for mutual protection. When goods are uplifted or after receipt of the goods into the warehouse the Contractor shall prepare a receipt for and inventory of the goods received and such inventory shall be final and conclusive between the contractor and the customer and no discrepancy shall be recognised or entertained.
9. The Contractor shall not be responsible or liable for any article not specified in his inventory and will specify in his inventory only visible items except any specific item pointed out in writing by the customer immediately upon receipt of the inventory and noted by the Contractor thereon. Unless requested and an extra charge is paid therefore the inventory need not show the condition of any goods or contents of any wardrobe, suite, drawer, package, case, bundle or other container. The fact that anything is or is not stated in the inventory shall not create any inference as to the state or condition of any goods.
10. No article or substance which is, or is likely to be of a dangerous, corrosive, inflammable, explosive or damaging nature, nor anything likely to encourage vermin, bore, or other pest shall be sent, or given to the Contractor for packing, removal or storage, or be contained in any article sent or given to the Contractor for any such purpose.
The Contractor shall not be liable for loss or damage caused by any article or substance or arising out of the handling thereof. The customer hereby indemnifies the Contractor against all claims which may be made against the Contractor and for any loss or damage which may be suffered by the Contractor or any third party through the presence of any such article or substance in any goods removed or stored for such customer. If any such article or substance is discovered the Contractor may, at his discretion remove, sell, destroy, or otherwise dispose of the same and shall not be responsible or accountable for the value thereof. The contractor shall not be liable for leakage of wines or other liquids or for deterioration, deficiency of or damage to perishable articles.
11. The Contractor shall not be liable for any loss or damage caused by or arising out of fire (howsoever caused) or measures for extinguishment or confinement of fire, but will forthwith after receipt of goods into warehouse and upon receipt of written instructions from the customer and at the expense of the customer procure insurance cover against fire over the goods of the customer in the warehouse.
12. Unless at the time the quotation is accepted, the customer expressly requests the contractor to arrange insurance and pays the premium for such insurance immediately the Contractor will be under no liability for any damage to any goods either to the customer or to any third party save as is expressly provided for in these conditions. Unless the Contractor receives written notice of such claim at his registered office within seven (7) days of the date of delivery, the Contractor shall be under no liability in respect of this clause.
13. In respect of goods packed for shipment or for despatch by rail or aircraft the Contractor shall not be liable for any loss or damage after the goods leave the custody of the Contractor. When goods are to be despatched by rail the responsibility of the Contractor shall cease when the same are delivered to railhead or if by ship or other vessel when they are delivered to the wharf, or if by aircraft when they are delivered to the airport.
14. The Contractor shall not be liable for loss of, failure to produce, or damage howsoever caused to -
(a) Any goods during transfer to or from any ship or other vessel, train or aircraft or during transit by rail, air or water whether on deck or otherwise.
(b) Any article contained in any wardrobe, drawer, package, bundle, case or container not both packed and unpacked by employees of the Contractor.
(c) Any plate, jewellery, currency note or coin, trinket, picture or other article of special value, unless the same is contained in a sealed package and notice of the contents and nature thereof in writing is given to the Contractor before the same removed and/or warehoused by the Contractor.
(d) Any live animal, including any bird, fish or pet of any description.
(e) Any goods removed from or to a public sale room or place.
(f) Any goods removed from or into the premises where there are workmen other than workmen of the Contractor unless a detailed written claim is made at the time of such removal.
(g) Any plaster cast, statuary or plaster or composition picture frame.
(h) Any clock, barometer, piano, wireless apparatus, television set, electrical appliance or scientific musical or other instrument, refrigerator or deep freeze unit including mechanical derangement and deterioration of contents.
(i) Any article which is brittle inherently or apparently defective or in such condition that it cannot be moved without risk of damage.
(j) Any article of a perishable nature including any leather or hide covering or imitation thereof.
15. The Contractor shall not be liable for any loss or damage caused by any strike, labour trouble, riot, civil commotion, war, invasion, act of God, flood or stress of weather or by mobs, bores, vermin, white ants, termites, or other insects, damp, mildew, rot, rust, burglary, house-breaking, storm, tempest or explosion or by any railway, road, marine or air accident or delay, mechanical breakdown, aircraft or thing dropped or cast therefrom, act of third parties or cause beyond the control of the Contractor nor for any consequential loss.
16. The Contractor is hereby authorised to pay any charge owing to any storage contractor from whose premises the goods are removed or to any carrier by land, sea or air delivering the goods to the Contractor or any agent of the Contractor and all such payments shall be repaid to the Contractor by the customer on demand.
17. (a) The customer will at all times hereafter indemnify and keep indemnified the Contractor against all loss or liability and all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made by any third party against the Contractor or be incurred or become payable by the Contractor to any third party in respect of arising out of the removal, packing or warehousing of any goods removed, packed or warehoused for or on behalf of the customer or in respect of or arising out of the entry by the Contractor, his servants or agents upon any premises upon which it may be reasonably necessary to enter in order to remove, pack or warehouse goods for and on behalf of the customer, or in respect of any other act or omission on the part of the Contractor, his servants or agents in the reasonable performance of removing, packing and warehousing goods for and on behalf of the customer, or in respect of, or arising out of any claim or demand to, or in respect of any such goods or in respect of or arising out of resistance by the Contractor to or compromise by the Contractor of any such action, suit, proceedings, claim or demand and also without affecting the aforesaid the customer further agrees to indemnify and keep indemnified the Contractor, against all sums of money whether for damages, costs, charges, expenses or otherwise, howsoever, which the Contractor may be ordered to pay or may properly pay to any person whatsoever in respect of any such action, suit, proceeding, claim or demand.
(b) In the event of any action, suit, proceeding, claim or demand of the nature referred to in subclause (a) of this clause 17 being taken or made, the Contractor shall be entitled without reference to the customer to contest and defend the same. He may also compromise the same of such terms and conditions as he is advised by his Solicitors to be reasonable. Such contest, defence or compromise shall be binding upon the customer as if expressly authorised by him.
- (c) Without in any way restricting the generality of the previous provisions, the customer shall indemnify and keep indemnified the Contractor, against all payments he may make to any of his own servants or agents by way of indemnity to them in respect of any action, suit, proceedings, claim or demand, which may be taken or made against any of them in respect of or arising out of any of the matters referred to in subclause (a) of this clause 17.
- (d) All costs and expenses incurred by the Contractor in any action, suit, proceeding, claim or demand referred to in subclause (a) of this clause 17 or by way of indemnity to his servants or agents shall be within the liability of the customer indemnify the Contractor hereby created not withstanding that there be joined in such action, suit, proceeding, claim or demand against the Contractor or his servants or agents some subject matter of dispute not referred to in the said subclause (a) of this clause 17 save and except such costs and expenses as are exclusively referable to such last mentioned subject matter of dispute.
18. Removal charges are payable prior to collection of goods at origin and payment is to be made in cash or by Bank Cheque unless arrangements to the contrary have been made by the customer prior to delivery and accepted by the Contractor.
19. Rents and warehousing charges are due and payable MONTHLY and do not include removing, packing, unpacking, slowing, unstowing, restoring, or delivering for all of which services the Contractor will be entitled to make a separate charge. A separate charge for receiving and delivering shall be made to customers who convey their own goods to or from the warehouse.
20. All charges for packing and/or removing must be paid to the Contractor at, or if required by the Contractor, before the time of delivery and all expenses of the Contractor for freight must be paid to the Contractor before despatch. All charges for warehousing are due and payable MONTHLY with a proportionate adjustment for a broken period, and all additional charges (if any) are payable with the next instalment for warehousing after the same are incurred. The Contractor shall charge, and interest calculated at current bank rate shall be payable on all overdue accounts.
21. All property received by the Contractor will be subject to a general lien for all monies owing to or liabilities incurred by the Contractor and delivery or sale of part thereof shall not affect such lien in respect of the remainder. In respect of any period during which a lien is being asserted, the Contractor shall be entitled to charge rent and other expenses incurred and all these conditions shall apply.
22. If any rent, removal charges or other amount due to the Contractor in respect of any goods warehoused by the Contractor is not paid within six calendar months after the same shall have become due the Contractor may give notice to the customer of his intention to see such goods in the manner provided by these conditions for giving of notices. If all amounts due to the Contractor are not paid within fourteen days after the giving or publication of such notice the Contractor may examine the goods (and if necessary break open any container) and sell them or any part thereof at public auction and for that purpose place the sale and all matters relating thereto in the hands of any auctioneer without being liable for any act or omission of such auctioneer and the Contractor may apply the proceeds of sale in or towards payment of the expenses thereof and the amount owing to the Contractor in respect of such goods by the customer and any balance shall be payable to the customer. The provisions of this clause shall be read and construed subject to the provisions of any law governing the contract relating to Warehousemen's Liens which law shall in all respects have full force and effect.
23. Any claim for damage to goods must be made in writing within forty-eight hours after delivery of the goods alleged to be damaged and any claim for loss must be made in writing within forty-eight hours after the date the goods alleged to be lost should in the ordinary course have been delivered and the Contractor shall not be liable for any such loss or damage unless a claim is made within such forty-eight hours, time being of the essence of the Contract. Any claim for damage to premises must be pointed out to the Contractor or his representative at the time of removal of the goods and confirmed in writing within forty-eight hours after the alleged damage is alleged to have occurred otherwise the Contractor shall not be liable for any such damage.
24. When goods are not packed by the Contractor, but only collected or removed for delivery, or packed and delivered to a third party by the Contractor no claim against the Contractor for any damage or loss howsoever caused shall be made after the goods have left the custody of the Contractor.
25. Seven days' clear notice must be given by the customer before removal of goods from the warehouse.
26. The Contractor shall not be bound to deliver any goods except to the customer or to a person authorised by the customer in writing to receive the goods and the Contractor shall not be bound to deliver any goods from the warehouse without (a) the written order of the customer or his attorney, and (b) payment of all amounts owing in respect of such goods.
27. Any work of any kind done by the Contractor whether under the Contract or in pursuance of any other instructions or request of the customer and whether in relation to the goods for example packing, unpacking or fixing any article, slowing, unstowing, examinations, brushing, restocking, removal or re-delivery from warehouse or otherwise shall be governed by these conditions so far as applicable.
28. It is hereby expressly declared that it shall be a condition precedent to any right of the customer to claim against the Contractor or any right of action or suit in respect hereof that all monies payable by the customer have been paid in accordance with these conditions.
29. Any legal increase in the price of storage during the time the goods are in warehouse shall be payable by the customer upon notice thereof being served on the customer in manner provided by these conditions and the contract shall thereupon be deemed to be varied accordingly.
30. No person other than the Contractor or the manager for the Contractor shall have any authority to alter or qualify in any way, the terms and conditions of an estimate; nor to give any warranty or make any representation; nor to alter or qualify the terms of the contract.
31. The customer shall remove his goods from the warehouse of the Contractor within one calendar month of his being required to do so by the Contractor by notice in writing and in the event of the customer refusing or failing to remove such goods within the time aforesaid the Contractor may examine the goods (and if necessary break open any container) and sell them or any part thereof at public auction and for that purpose place the sale and all matters relating thereto in the hands of any auctioneer without being liable for any act or omission of such auctioneer and the Contractor may apply the proceeds of sale in or towards payment of the expenses thereof and the amount owing to the Contractor in respect of such goods by the Customer and any balance shall be payable to the customer.
32. The customer shall declare in writing to the Contractor all articles which may be liable to Customs duties or official restrictions and shall indemnify the Contractor against all claims, fines, costs, charges and expenses which may be incurred by the Contractor by reason of any error or omission on the part of the Contractor as a result of the information given in any such declaration by the customer or as the result of any omission on the part of the customer to make any such declaration.
33. If the goods are delayed en route by reason of any default or wrong declaration of the customer or for any other reason or if the customer or consignee is unable to receive the goods in the premises or at the place where they are to be delivered immediately on their arrival, the Contractor shall be at liberty to unload them into his own or any other storing place. Delivery at any such storing place shall be deemed to be delivery in accordance with the contract. The Contractor shall have a lien on such goods for all storage and other charges incurred up to the time that the customer shall have taken delivery of such goods.
34. The Contractor may at any time during the removal transfer the goods from vehicle to vehicle and when the goods are in store, he may remove them from one warehouse to another.
35. The customer warrants that the goods removed, packed and/or warehoused or to be removed, packed and/or warehoused, pursuant to the request of the customer are owned by the customer or that the customer has full right, power and authority to procure such removal, packing and/or warehousing by the Contractor.
36. These conditions shall so far as applicable apply to all goods removed, packed and/or warehoused by the Contractor for the customer.
37. In these conditions singular words shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter gender, the word "person" shall include corporation, the expression "the contract" shall mean the contract between the Contractor and the Customer including these conditions and where there is more than one customer, they shall be bound, hereunder, jointly and severally.
38. All disputes arising hereunder shall be submitted to arbitration and this document shall constitute a submission to arbitration pursuant to the law governing the contract relating to arbitration.
39. In respect of any clause herein which excludes or in any way limits the liability of the Contractor for loss or damage the Contractor in addition to acting for himself is acting as Agent for each of his servants, so that each such servant shall be a party to the contract so far as each such clause is concerned.
40. The Contractor is not an air carrier and does not himself or by agents, or sub-contractors undertake to carry goods by air, nor to make himself responsible for the performance of such carriage.
41. This agreement shall have effect, subject to the law (if any) governing the contract relating to Warehousemen's Liens and not withstanding anything in the contract contained or implied the Contractor shall not be deemed to have surrendered any of his rights or immunities or to have increased his responsibilities or liabilities under the said law not to have derogated from or lost the benefit of any Statutory exception, exemption, limitation, or protection whatsoever.
42. The Contractor is not a common carrier and does not undertake the obligations or liabilities of a common carrier. The Contractor may in his absolute discretion refuse to accept for carriage any goods or any class of goods and shall not be obliged to assign any reason for such refusal. The Contractor accepts goods for carriage only upon the terms of these conditions of contract.
43. Any notice or other communication to be given to or served upon the customer including any receipt or inventory may be given or served to or upon the customer personally or by ordinary prepaid post addressed to the customer at the last address of the customer known to the Contractor and if posted shall be deemed to have been received by the customer on the day following the day on which it shall have been posted.
44. Should the execution of this contract take place in New Zealand, these conditions of contract shall be interpreted according to the law of New Zealand regardless of the *lex loci contractus*.
Should the execution of this contract take place in Australia, this contract to be read as being subject always to the provisions of the Trade Practices Act.