

# SWANSON TRANSPORT LIMITED

PO Box 95 050 Swanson, Auckland. 646 Swanson Road, Swanson, Auckland  
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## ACCOUNT APPLICATION FORM

### ENTITY DETAILS:

APPLICANT'S FULL LEGAL NAME: \_\_\_\_\_ ("THE CUSTOMER")

(PLEASE TICK) SOLE TRADER  INDIVIDUAL  PARTNERSHIP  LTD COMPANY  OTHER: \_\_\_\_\_

TRADING AS: \_\_\_\_\_ Company Number: \_\_\_\_\_

NATURE OF BUSINESS: \_\_\_\_\_ YEARS IN BUSINESS: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

KEY CONTACT: \_\_\_\_\_ EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_

ACCOUNTS CONTACT: \_\_\_\_\_ EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_

### OWNERSHIP PLEASE INSERT OWNER(S) / DIRECTORS NAME(S) IN FULL

1: \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE: \_\_\_\_\_

2: \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE: \_\_\_\_\_

IF LIMITED LIABILITY COMPANY – ADDRESS OF REGISTERED OFFICE: \_\_\_\_\_

DATE OF INCORPORATION: \_\_\_\_\_ NZBN: \_\_\_\_\_

### FINANCIAL & PROFESSIONAL ADVISORS

NAME OF ACCOUNTANT: \_\_\_\_\_ SOLICITOR: \_\_\_\_\_

BANK: \_\_\_\_\_ BRANCH: \_\_\_\_\_ ACCT NO: \_\_\_\_\_

### TRADE REFERENCES

COMPANY	CONTACT NAME	PHONE NUMBER	ACCOUNT OPEN SINCE

GENERAL DESCRIPTION OF GOODS/PRODUCTS/SERVICES TO BE PROVIDED: \_\_\_\_\_

REQUESTED CREDIT LIMIT: \_\_\_\_\_.

I/We have read and agree to be bound by the terms and conditions of the trade as printed overleaf or attached and consent to any credit check.

I/We warrant Swanson Transport Limited that the above information is to the best of my/our knowledge, information and belief true and correct and that I/We am/are duly authorised to enter into this application and future contracts on behalf of the customer.

SIGNED: \_\_\_\_\_ DATE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ DESIGNATION: \_\_\_\_\_

# TERMS & CONDITIONS OF TRADE

## 1. DEFINITIONS

- 1.1. "Swanson Transport Ltd" shall mean Swanson Transport Limited, or any agents or employees thereof.
- 1.2. "Customer" shall mean the Customer as described in the account application form, any person acting on behalf of and with the authority of the Customer, or any person purchasing products and services from Swanson Transport Ltd.
- 1.3. "Services" shall mean all goods, products, services and advice provided by Swanson Transport Ltd to the Customer and shall include without limitation the transport, cartage and bulk haulage of customer's goods throughout New Zealand and all charges for labour, hire charges, insurance charges, or any fee or charge associated with the supply of services by Swanson Transport Ltd to the customer.
- 1.4. "Price" shall mean the cost of the services as agreed between Swanson Transport Ltd and the Customer and includes all disbursements e.g. charges Swanson Transport Ltd pay to others on Customer's behalf subject to clause 4 of this contract.

## 2. ACCEPTANCE

- 2.1. Swanson Transport Ltd agrees to provide the Services to the Customer for the Price as agreed between the parties from time to time.
- 2.2. Any instructions received by Swanson Transport Ltd from the customer for the supply of service shall constitute a binding contract and acceptance of the terms and conditions contained herein.

## 3. COLLECTION AND USE OF INFORMATION

- 3.1. The Customer authorises Swanson Transport Ltd to collect, retain and use any information about the Customer, for the purpose of assessing the customer's credit worthiness, enforcing any rights under this contract, or marketing and services provided by Swanson Transport Ltd to any other party.
- 3.2. The customer authorises Swanson transport Ltd to disclose any information obtained to any person for the purposes set out in the clause 3.1.
- 3.3. Where the customer is a natural person the authorities under the clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

## 4. PRICE

- 4.1. Where no Price is stated in writing or agreed to orally, or where the Customer requests additional Services not originally agreed between the Customer and Swanson Transport Ltd, the Services shall be deemed to be supplied at the current amount as such services are supplied by Swanson Transport Ltd at the time of the contract.
- 4.2. The Price may be increased by the amount of any reasonable increase in the cost of supply of the services that is beyond the control of Swanson Transport Ltd between the date of the contract and the delivery of the Services.
- 4.3. Where an estimate is given by Swanson Transport Ltd for Services and where the time taken is longer and/or additional Services are required in addition to the estimate, the customer agrees to pay for the additional cost.
- 4.4. The price shall be exclusive of goods and services tax unless specifically stated to the contrary.

## 5. PAYMENT

- 5.1. With respect to commercial customers payment for Services shall be made in full on or before the 20<sup>th</sup> day of the month following the date of the invoice ("the due date").
- 5.2. Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- 5.3. Any expenses, disbursements and legal costs incurred by Swanson Transport Ltd in the enforcement of any rights contained in this contract shall be paid by the customer, including any reasonable solicitor's fees or debt collection agency fees.
- 5.4. Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.
- 5.5. A deposit may be required for larger jobs and/or if payment history has not been established.

## 6. CREDIT LIMIT

- 6.1. Swanson Transport Ltd will set a credit limit and reserves the right to change the credit limit at any time at its sole discretion.

## 7. GENERAL LIEN

- 7.1. The Customer agrees that Swanson Transport Ltd may exercise a general lien against any goods or property belonging to the customer

that is in the possession of Swanson Transport Ltd for all sums outstanding under this contract and any other contract to which the customer and Swanson Transport Ltd are parties.

- 7.2. If the lien is not satisfied within seven (7) days of the due date Swanson Transport Ltd may, having given notice of the lien at its option either:
  - 7.2.1. Remove such goods or property and store them in such a place and in such a manner as Swanson Transport Ltd shall think fit and proper and at the risk and expense of the customer; or
  - 7.2.2. Sell such goods or property or part thereof upon such terms as it 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.

## 8. DISPUTES

- 8.1. No claim relating to Services will be considered unless made within seven (7) days of delivery.

## 9. LIABILITY

- 9.1. The Contract and Commercial Law Act 2017, the Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon Swanson Transport Ltd which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on Swanson Transport Ltd, Swanson Transport Ltd's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimal extent required by the relevant statute.
- 9.2. Except as otherwise provided by clause 9.1 Swanson Transport Ltd shall not be liable for:
  - 9.2.1. Any loss or damage of any kind whatsoever, arising from the supply of Services by Swanson Transport Ltd to the Customer, including damage to Customer's goods or theft after delivery and consequential loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from services provided by Swanson Transport Ltd to the Customer; and
  - 9.2.2. The Customer shall indemnify Swanson Transport Ltd against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Swanson Transport Ltd or otherwise, brought by any person in connection with any matter, act, omission, or error by Swanson Transport Ltd its agents or employees in connection with the services.
- 9.3. If, contrary to the disclaimer of liability contained in these terms and conditions of trade Swanson Transport Limited is deemed to be liable to the Customer, following and arising from the supply of Services by it to the Customer, then it is agreed between Swanson Transport Ltd and Customer that such liability limited in its aggregate to \$500.00.

## 10. LIABILITY FOR DAMAGE AND LOSS

- 10.1. For the purpose of determining liability for loss or damage to any goods which are the subject of any Services provided by Swanson Transport Ltd, it is agreed that every contract of carriage shall be deemed to be "at limited carrier's risk" as defined by the Contract and Commercial Law Act 2017.
- 10.2. Subject to 10.1 above the Customer is responsible for keeping goods which are the subject of any Services provided by Swanson Transport Ltd, insured to their full value at all times. Any claim must be notified within seven (7) days of delivery.

## 11. CONSUMER GUARANTEES ACT

- 11.1. The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the customer acquires Services from Swanson Transport Ltd for the purpose of business or trade in terms of sections 2 and 43 of that act.

## 12. MISCELLANEOUS

- 12.1. Swanson Transport Ltd shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 12.2. Failure by Swanson Transport Ltd to enforce any of the terms and conditions of this contract shall not be deemed to be a waiver of any of Swanson Transport Ltd's rights and obligations under this contract.
- 12.3. If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

# BASIC TERMS AND CONDITIONS

## General Terms

1. All Rates are Depot to Depot
2. All equipment is subject to availability
3. If Purchase Orders are required this must be provided before time of dispatch, otherwise \$100 admin charge is applied
4. Any lost time due to factors out of Swanson Transports control, will be charged at the relevant truck rate.
5. Traffic Management is the responsibility of the main contractor, however if required Swanson Transport can arrange, additional charges will apply.

## Additional Conditions

1. Swanson Transport does our best to get all appropriate information for a job, however if there are any obstacles, i.e powerlines, trees or other hazards, it is the responsibility of the customer to inform us prior to the job commencing and ensure the site is in suitable condition.
2. Price is subject to change if the site addresses and job details are adjusted. Site needs to be accessible for the requested truck/s. If we are unable to get the truck onto the site a charge will still be applied for attempting the job.
3. Our estimates are based on the information/dimensions provided. Any and all costs associated with unforeseen delays will be on charged.
4. Swanson Transport shall not be held liable for damage to private property, footpaths, drains, driveways etc. where the driver is required to leave the public road.
5. Where the driver is required to leave the public road and if the vehicle gets stuck, the hirer is liable for all towage charges. Any resulting mud deposited on public or private roads will be the hirers responsibility for clearance.
6. A Lift assessment will be completed onsite by the operator. However, if a SSSP or induction is required prior to the job, 2hrs will be charged at the appropriate truck rate.
7. If Crane (or Vehicle) is left onsite collection of operators travel to/from site will be charged.
8. Site inspections / visits can be requested; and additional charge may apply for this service

## Afterhours / Nightwork

1. Jobs commencing after 7pm and before 5am are subject to our night surcharge.
2. All weekend work has a 3hr minimum charge

## Temporary Storage

1. If product is required to be off loaded and stored in our depot, storage charges will apply.
2. If we unload other carriers in our depot a charge for forkhoist or Hiab will apply
3. Insurance cover on storage goods is the responsibility of the owner

## Cancellation

1. Minimum notice period to cancel or postpone a job is 4pm the day before scheduled work.
2. In the event of postponement or cancellation outside this notice period a minimum hire of 2hrs of the relevant truck rate will need to be charged

## CONDITIONS OF CARTAGE, CRANE HIRE AND STORAGE

1. All claims must be in writing and no claims recognised after 7 days of delivery.
2. Unless otherwise agreed all goods are carried at Limited Liability Carriers Risk and liability is limited to \$2000 per unit and \$100,000 maximum per load inclusive of GST.
3. Goods on hook at owners' risk.
4. Where contents and conditions of contents are unknown, claims will be considered only where there are signs of outside damage.
5. Goods carried Freight Payable by consignee are subject to consignor indemnifying the carrier for freight charges incurred in the event of non-payment.
6. Declared weights and / or measurements are subject to re-checking.
7. Dangerous Goods will be carried only if the correct Dangerous Goods paperwork and packaging is in order.
8. There will be no responsibility for damage to private property, footpaths, drains, driveways etc. where driver is required to enter any private property.
9. Where the driver is required to leave the causeway resulting in the vehicle becoming stuck, the hirer is liable for all towage charges.
10. All rates are from depot to depot.
11. All cartage and storage charges quoted are GST exclusive.
12. Insurance cover on storage goods is the responsibility of the owner.
13. Goods stored may be disposed of to defray unpaid charges in the event of non-payment.
14. All goods in storage will not be released until storage charges have been paid in full.
15. All equipment is subject to availability