

Account Application Form

MESSENGER SERVICES LIMITED Trading as KIWI EXPRESS COURIERS

Return Details: AKL: salesakl@messenger.co.nz WLG: saleswlg@messenger.co.nz CHC: saleschc@messenger.co.nz**BILLING DETAILS**

Please print in capital letters. All fields are mandatory

Full Company Name:

Postal Address & Suburb:

PICK UP ADDRESS

Physical Address:

Suburb:

Special Instructions:

Main Phone Number:

CONTACT DETAILS

Despatch Name:

Phone:

E-Mail:

ACCOUNTS PAYABLE AND INVOICINGWe encourage customers to receive their invoices electronically, are you interested? Yes ☐ No ☐

E-Mail Address for invoices:

Please note: if you have selected yes, you will not receive an invoice in the post.

Accounts Payable Name:

Phone:

COMPANY DETAILS

Directors / Managers / Principals:

Business Type:

Limited Company

Sole Trader

Partnership

Preferred Payment Method:

Direct Credit

Direct Debit

Credit Card

WORK DETAILSAre you currently using an urgent courier company? Yes ☐ No ☐

Name of Current Provider:

What is your estimated *weekly* urgent courier frequency?**Please supply 3 Credit References (not Banks)**

1.

Phone:

2.

Phone:

3.

Phone:

Terms of Trade: Messenger Services Limited's terms of trade are: Payment on the 20th of the month following the period of provision of services. If payment is not made in accordance with the above terms, then a charge may be imposed and the account may be placed on no business until payment is received. All costs incurred in recovering outstanding monies due, shall be at the customers expense.

Privacy Act 1993 - Authorisation: "I/we authorise any person or company to provide you with such information as you may require in response to your credit enquiries. I/we further authorise you to furnish to any third party details of this application and any subsequent dealings that I/we may have with you as a result of this application being actioned by you and in relation to any account I/we may have with you".

☐ I accept, understand, and agree to the attached conditions of carriage for Freightways Express Package and confirm that I am authorised to sign on behalf of the Customer:

Authorised Applicants Signature: _____ Date: _____

Authorised Applicants Name: _____ Position held: _____

PART A: GENERAL TERMS AND CONDITIONS OF CARRIAGE

1. Definitions and Interpretation:

a) **Definitions:** In these Terms, unless the context requires otherwise:

"Account Application Form" means the form which must be completed as part of the process to open an account for the purposes of receiving services from one or more of the Freightways Express Package Businesses.

"Agreement" means the agreement constituted by these Terms, and the Account Application Form and the Business Proposal (each, if applicable) and any variation or amendment made in accordance with these Terms.

"Additional Delivery Days" means up to three additional days added to any target delivery date as notified by us to you in writing.

"Additional Services Charge" means the charge for each of the following non-standard services: (1) Saturday Delivery; (2) Residential Delivery Zone; (3) Rural/Non-Urban Delivery Zone; (4) Special Delivery Zone; (5) SMS Text Notification; (6) Dangerous Goods Delivery; (7) Outer Islands Delivery; (8) Consignee ID or PIN Delivery; (9) R18 Age Restricted Delivery; (10) Oversize Delivery (each such service as further set out on our website), and such other charges as we may determine from time to time are applicable to non-standard services as notified to you.

"Authority to Leave" means authorisation by a Consignee for us to deliver and leave Goods at a nominated safe place at the address specified by the Consignee in such authorisation on an ongoing basis unless or until revoked by the Consignee, including the "My Drop Zone" service.

"Base Price" means the dollar amount payable for the Carriage of Goods to the Consignee based on the geographical location of the collection and Delivery Address for, and the weight and/or dimensions (whichever is greater) of, the Goods.

"Billing Correction Charge" means the charge for each of the following identified by us after collection of the Goods for Carriage: (1) Underticketing or Incorrect Declaration (weight, cubic, destination, service); (2) Dangerous Goods; (3) Dangerous Goods Non-Compliance; (4) Rural/Non-Urban Delivery Zone; (5) Manual Billing; (6) Closed Business Return; (7) Residential Delivery Zone; (8) Special Delivery Zone; (9) Measurement Data Pricing/Correction; and (10) Repackaging (each such service as further set out on our website), and such other charges as we may determine from time to time are applicable to after collection corrections as notified to you. Billing Correction Charges allow us to ensure we are paid the correct Charges for the services we provide in relation to your Goods and to recover our costs relating to the detection and recovery of additional amounts required to be paid to ensure you pay, and we receive, the correct Charges.

"Business Proposal" means the business proposal submitted by us to you and accepted by both parties containing rates and terms specific to you in respect of the Carriage of Goods by us.

"C&CL Act" means the Contract and Commercial Law Act 2017.

"Carriage" means the whole of the operations and services provided by us in respect of the receipt, carriage and delivery of the "Goods".

"Charges" means the Standard Charges, Additional Services Charges, Billing Correction Charges and such other charges as we may determine apply to the delivery of Goods from time to time as notified to you.

"Consignee" means the named individual or organisation to whom we are to deliver the Goods, as notified by you via the details on the packaging of the Goods or otherwise.

"Dangerous Goods" includes firearms, noxious, dangerous, infectious, corrosive, toxic or inflammable Goods, any Goods likely to cause damage or which it is unlawful to carry or advised by us from time to time to be dangerous goods, including as defined in the *Land Transport Rule: Dangerous Goods 2005* and *Land Transport Rule: Dangerous Goods Amendment 2010*.

"Delivery Address" means the New Zealand address within our network provided to us by you or the Consignee to which you instruct us to deliver a consignment of Goods.

"Delivery Personal Information" means any personal information (as defined in the Privacy Act 2020 that you have instructed us to process to facilitate the delivery of Goods on your behalf, including without limitation any Delivery Address, Consignee and/or Receiver details, Electronic Permission to Leave, Sender Permission to leave, Proof of Delivery details and any other personal information you provide to us in relation to the provision of our services.

"Electronic Permission to Leave" means a one-off authorisation by a Consignee for us to deliver and leave Goods at a nominated safe place at the address specified by the Consignee in such authorisation.

"Freightways Express Package Business" means each of:

- i. New Zealand Couriers Limited, Messenger Services Limited and Post Haste Group incorporating Post Haste Limited, Castle Parcels Limited and NOW Couriers Limited; and
- ii. the brands operated by those businesses including Pass the Parcel, SUB60, Security Express, Kiwi Express, Kiwi Express Oversize, Kiwidrive, Stuck, and OnSend; and
- iii. such other Express Package businesses or brands that are part the Freightways Group from time to time in New Zealand.

"Freightways Group" means Freightways Group Limited and its related companies (as that term is defined in the Companies Act 1993).

"Goods" and **"unit of Goods"** have the meaning given to them in the C&CL Act.

"High Risk Items" includes bullion, cash, coins, negotiable instruments, securities or bearer securities, bank cards (including debit, EFTPOS or credit cards), traveller's cheques, precious stones or metals, jewellery, watches, stocks, bonds, antiques, vintage or collectible items, paintings or any works of art, passports, national ID cards, original copies of other identity, travel, ownership or legal documents, goods of a fragile nature, Dangerous Goods, Perishable Items, second hand car parts, items over 1.8 metres in length, vouchers, activated cards (loaded with monetary value), tickets for games of chance, event tickets, gift cards, keys, or any other high risk item advised to you by us from time to time as such. Items up to 2.2 metres in length are not High Risk Items when Carriage is performed by Messenger Services Limited.

"Onforwarding Area" means an area designated by us as Rural/Non-Urban or Special Delivery Zone Service from time to time as identifiable on our website or otherwise on request by you.

"Perishable Items" means goods of a perishable nature, refrigerated items and/or items which need to be delivered within a limited time span.

"Proof of Delivery" in relation to a delivery you have instructed us to make, means:

- i. a photo showing the Goods at the Delivery Address;
- ii. for a Delivery Address that is a business address, a scanned location barcode;
- iii. a scanned Authority to Leave barcode;
- iv. a GPS geo-location pin drop in relation to the Delivery Address;
- v. a company stamp;
- vi. a Receiver's signature, electronic name, or electronic signature;
- vii. a Consignee identification confirmation;
- viii. PIN confirmation; or
- ix. any other reliable acknowledgement of receipt or confirmation of delivery to the Delivery Address.

"Receiver" means the person accepting delivery of the Goods at the relevant address, whether the Consignee or another person.

"RUC Surcharge" means the road user surcharge applicable to and calculated as a percentage of the Base Price of each Carriage of Goods, as determined by us from time to time and set out on its website.

"Sender Permission to Leave" means a one-off authorisation by you authorising us to deliver and leave particular Goods at an address specified by you in such authorisation.

"Standard Charges" means the Standard Services Charge and the Variable Surcharges.

"Standard Services Charge" means the charge for each of the following standard services: (1) prepaid tickets and satchels; (2) electronic ticketing; (3) international postal; (4) international courier; (5) international express; (6) reverse logistics (returns or freight forwards); (7) charge labels; (8) additional products (such as label rolls for printers or printed, coloured sticker rolls); (9) Mail Link; and (10) Branch Link (each such service as further set out on our website), and such other fixed amount charges as we may determine from time to time are applicable to standard services as notified to you.

"TSC Surcharge" means the temporary service continuity surcharge applicable to and calculated as a percentage of the Base Price of, each Carriage of Goods as determined by us from time to time and set out on its website.

"Terms" means these terms and conditions including those in *Part A: General Terms and Conditions of Carriage* and those in *Part B: Specific Terms and Conditions of Carriage; Additional Services*, as amended by us from time to time in accordance with clause 21.

"Variable Surcharge" means each of: (1) the VFF Surcharge; (2) the RUC Surcharge; (3) the TSC Surcharge; and such other surcharges calculated on a percentage basis as determined by us from time to time and set out on its website.

"VFF Surcharge" means the variable fuel factor surcharge applicable to and calculated as a percentage of the Base Price of, each Carriage of Goods as determined by us from time to time and set out on its website.

- "we", "us" and "our"** (and any other similar expressions) means the particular Freightways Group entity engaged by you to deliver the relevant Goods, its officers, employees, agents, subcontractors, and assignees.
- "you" and "your"** means the person, firm, company or other organisation specified as the "Customer" in the relevant sales receipt or Account Application Form and which term includes any "Contracting Party" in terms of the C&CL Act.
- b) **Interpretation:** In these Terms, unless the context requires otherwise:
- the words **"including"**, **"includes"** and **"in particular"** (and any other similar expressions) are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind;
 - reference to any law, including any legislation, include any law which it amends, extends, re-enacts, consolidates or replaces; and
 - dollar amounts include GST.
2. **Parties:** These Terms are made between you and us. All services provided by us, including the provision of any advice, information or other services, are provided on and subject to these Terms.
3. **Consumer Guarantees Act 1993:** Where you are a business (as defined by the Consumer Guarantees Act 1993), you agree that you are acquiring our services for the purpose of a business and that the Consumer Guarantees Act 1993 does not apply. Where the provisions of the Consumer Guarantees Act 1993 apply, the provisions of these Terms will be read subject to the application of that Act, and in the case of any conflict, the provisions of that Act will apply.
4. **Contract and Commercial Law Act 2017:** The Carriage of Goods provisions of the C&CL Act (Subpart 1 of Part 5) apply to these Terms, except to the extent specified in this clause. Subject to the provisions of the C&CL Act:
- sections 284 to 292 (inclusive) of the C&CL Act (Rights of Carriers) apply only to the extent they extend or enlarge our rights and powers under these Terms; and
 - sections 274 to 280 (inclusive) of the C&CL Act (Proceedings Against Carriers) are modified by clauses 18 and 19 of these Terms and have effect subject to those clauses.
5. **Subcontract:** We may subcontract the performance of all or any part of its obligations under these Terms.
6. **Protection of Subcontractors, Agents and Employees:** You undertake that no claim or allegation shall be made against any subcontractor, agent or employee of ours which attempts to impose any liability whatsoever in connection with the performance, manner or performance or non-performance of our obligations under these Terms and that any such claim or allegation shall be made against us.
7. **Ownership of Goods:** You expressly warrant to us that you are the owner or the authorised agent of the Goods and that you are authorised to accept and accept these Terms not only for yourself but also for and on behalf of all other persons who are or may become interested in the Goods.
8. **Acceptance of Goods for Delivery:** Subject to the other provisions of these Terms (including clauses 12 (Exclusion of Certain Items) and 13 (Rights of Inspection)), Goods are accepted for Carriage by us at the time we collect those Goods for delivery. We shall have no liability whatsoever in respect of those Goods prior to that time.
9. **Delivery:**
- The Goods shall be deemed to have been delivered when they are physically deposited at the Delivery Address or have been collected from our premises or one of our authorised agents in accordance with your instructions. You accept that no form of acknowledgement that delivery has occurred is required to be obtained except in those instances where you have specified, and we have agreed, that we must obtain Proof of Delivery. In addition, you agree that no Proof of Delivery or form of acknowledgement that delivery has occurred need be obtained, regardless of any form of ticket or label (if any) used where:
 - the delivery is to an Onforwarding Area; or
 - we have an: (aa) Electronic Permission to Leave in respect of the relevant Goods; or (bb) Authority to Leave, from the relevant Consignee.
 - We can only deliver to a physical address. We are not liable for the loss of any item that is presented to us for delivery to a postal address.
 - We will use reasonable endeavours to deliver Goods within the delivery target for the relevant service. You acknowledge that incorrectly addressed Goods are likely to be subject to delays and if Goods are to be delivered to an Onforwarding Area, Additional Delivery Days may apply.
 - You agree that we are entitled to rely on the instructions of the Consignee in relation to the delivery of particular Goods, and that the Consignee's instructions will prevail over your instructions to the extent of any inconsistency and including in relation to any Sender Permission to Leave, unless we have agreed otherwise in writing.
10. **Packing and Provision of Goods for Delivery:** You warrant that all Goods have been labelled correctly, including ensuring all Goods are correctly addressed to addresses within our New Zealand delivery network. You acknowledge that we recommend using address validation technology to allow you to satisfy this obligation and we may introduce charges for incorrectly addressed consignments in the future. You warrant that the contents of packages are adequately and securely packed, wrapped and cushioned for courier transportation, including that any Goods containing or comprising wine, similar beverages or other bottled liquids are packaged as approved by us. We do not provide special handling for packages bearing "fragile", package orientation markings (e.g. "UP" arrows or "This way up" markings) or any similar markings. You must only provide Goods to us for Carriage that are lawful and/or for a lawful purpose. You must provide us with accurate information regarding all Goods for Carriage and ensure all Goods you provide to us for Carriage comply with the specification of the relevant Carriage service required.
11. **Insurance:** Insurance of the Goods is your responsibility.
12. **Exclusion of Certain Items:**
- Pursuant to sections 293(1) and (2) of the C&CL Act we will not accept or deal with, and you shall not give us, any High Risk Items except in accordance with this clause.
 - We will only deal with any High Risk Items, and you will only give such Goods to us, if (i) we have expressly agreed in writing to deal with those High Risk Items; (ii) you or your authorised agent has complied with all relevant law including, in the case of Dangerous Goods: Land Transport Rule – Dangerous Goods 2005, the International Air Transport Association (IATA) regulations and the International Maritime Dangerous Goods (IMDG) regulations as amended from time to time; and (iii) you have ensured your personnel or agent providing such Goods for delivery by us have completed such training in relation to High Risk Items as notified by us from time to time.
 - You acknowledge that we are not in a position to ascertain the contents of any consignment given to us for delivery and will not under any circumstances be deemed to be aware of the contents.
 - If you deliver any Dangerous Goods to or cause such Goods to be dealt with by us, the Dangerous Goods may be destroyed or otherwise dealt with in our sole discretion or any other person in whose custody they may be and at your expense without us or such other person being responsible or accountable for the value of such items except where we have expressly agreed to deal with certain Dangerous Goods presented by you or your authorised agent for consignment, in which case our liability shall be limited to the amount determined by clause 18.
 - Any unauthorised High Risk Items will be carried "at owners risk" and we will not accept any liability for such items.
13. **Rights of Inspection:** We retain the right to open any package, inspect any Goods, and refuse Carriage to you in respect of any consignment that in our sole discretion, due to the character of contents as dangerous or otherwise, is likely to soil, taint, or otherwise damage other Goods or equipment carried by us or that is economically or operationally impractical to transport, that is improperly packed or wrapped, that we have reasonable grounds to believe is unlawful or illegal, or that we are legally obliged to intercept.
14. **Charges:**
- You agree to pay our Charges for the services we provide that are validly invoiced to you, which are to be paid to us in accordance with the payment terms specified in section 15 or, if different, your Account Application Form and/or Business Proposal (as applicable). Except under a special arrangement previously made in writing with us, no credit will be given for our Charges.
 - All Charges payable by you may be varied by us by giving notice to you, including via our website. The notice shall state the date from which the new Charge or Charges shall be effective. This includes renegotiated rates based on any change in your consignment mix and volume (if applicable). You acknowledge that we will generally increase the Charges on an annual basis.
 - A VFF Surcharge, RUC Surcharge and TSC Surcharge will be applied to all Carriage of Goods by us for you. The current levy percentage and calculations in relation to each such Variable Surcharge are available on our website.
 - We reserve the right to impose Billing Correction Charges on you, including:
 - to recover the amount of any fines and any reasonable related costs incurred by us as a result of undeclared, incorrectly declared and/or improperly packaged Dangerous Goods being included with any Goods given to us by you; and/or
 - in respect of any Goods that do not carry the required payment identification (courier tickets and/or type of Goods) where we have measured and weighed such Goods to determine the correct payment required. Our decision as to weight, value or measurement of an item is final; and/or
 - where you have failed to comply with these Terms and such failure caused us to suffer loss, and/or damage to a third party's property.
 - Only full books or packs of product will be considered for credit.
 - All prices quoted exclude GST.
15. **Payment Terms:**
- Our payment terms are the 20th of the month following date of invoice/statement. If any account is in dispute, the undisputed portion of the account shall be payable as normal by you.
 - We have the right to withhold any services to you if your account is in arrears until such time as the account is paid.

- c) We have the right to charge interest on overdue accounts at the Official Cash Rate plus 3%, and to recoup any fees in relation to a collection agency.
- 16. Lien:** Immediately when they come into our possession, all Goods shall be subject to a particular and general lien and right of detention for all moneys due to us by you or the Consignee, whether in respect of such Goods or otherwise. If any moneys due to us are not paid within two months after notice has been given to the person from whom the moneys are due that such Goods are being detained, then they may be sold by auction or otherwise in our sole discretion and at the expense of such person, and the net proceeds applied in or towards satisfaction of any such indebtedness. Any profit made in such sale exceeding the amount of moneys due to us will be returned to you. Any such sale shall not prejudice the right to recover any balance due or payable in respect of the services provided under these Terms or the cost of such detention and sale. If at any time your payment to us is in arrears, any subsisting obligation of us to deliver any Goods of yours shall be suspended, and we shall not be under any liability to you during such period.
- 17. Set-off:** You authorise us to set-off, withhold or deduct without prior notice or demand any amount due or payable to us (or any other Freightways Express Package Business) by you under these Terms or any other agreement from any payment made by us (or any other Freightways Express Package Business) to you in full or partial satisfaction of any amount owing to you by us (or any other Freightways Express Package Business) under these Terms or any other agreement. For the avoidance of doubt, this right of set-off applies to any amount due or payable under any agreement relating to the supply of Goods and/or services between us (or any other Freightways Express Package Business) and you. This clause is for the benefit of each Freightways Express Package Business.
- 18. Company's Liability & Customer's Indemnities:**
- 18.1 Limitation of Liability**
- a) **Declared Value Risk:** If:
- your Account Application Form and/or Business Proposal (as applicable) states that Carriage is at "Declared Value Risk"; or
 - the tickets supplied by us and used by you specify our maximum liability as being less than \$2000,
- then Carriage shall be on "Declared Value Risk" terms as defined in the C&CL Act and our liability in respect of loss or damage to each unit of Goods is limited to the amount specified in the relevant Account Application Form, Business Proposal, ticket, or online sales functionality available via our website (in each case as applicable).
- b) **Limited Carrier's Risk:** In all other cases (and subject to clauses 7, 12, 18 and 21), Carriage shall be on "Limited Carrier's Risk" terms as defined in the C&CL Act and our maximum liability for loss of or damage to any one unit of Goods is limited to the lesser of \$2000 or the current indemnity value of the consignment at the time of the loss or damage.
- 18.2 Exclusion of Liability:** Subject to the provisions of the C&CL Act imposing liability in respect of the loss of or damage to a unit of Goods as referred to in clause 18.1, and otherwise to the extent permitted by law, we are not liable for:
- loss of or damage to Goods or any other property, arising out of or in connection to Carriage of the Goods;
 - the mis-delivery, delay in delivery or non-delivery of Goods;
 - loss of or damage to Goods resulting from any act or omission by you or the Consignee; and
 - any losses, damages, costs, expenses, claims or penalties whatsoever incurred by you or any third party arising out of or in connection with the Goods or the Carriage of the Goods.
- In no circumstance are we liable for any indirect, consequential, or special loss or damage including without limitation loss of market, loss of profit, loss of revenue, or loss of use.
- 18.3 Indemnity:** Subject to clause 18.1, you will indemnify and keep us indemnified against all direct and indirect losses, damages, costs (including legal costs and disbursements), expenses, claims or penalties of any kind whatsoever, whether incurred by us or any other person, brought by any person arising out of or in connection with the Goods or Carriage of the Goods, including (without limitation):
- loss of or damage to Goods or any other property caused by your act or omission;
 - as a result of any claim by any third party; and/or
 - caused by you enabling any third party to procure delivery services from us using your labels or otherwise
- 19. Actions Against Us:** We shall be under no liability whatsoever under the C&CL Act unless:
- we receive written notice of any claim, giving full particulars of any loss or damage, (i) in the case of damage to the Goods, within seven (7) days after the delivery of the Goods or, (ii) in the case of loss of the Goods, within fourteen (14) days of the date of despatch; and
 - an action shall have been commenced by you in a Court of competent jurisdiction within six (6) months from the date of despatch of the Goods.
- 20. Notice:** Any notice to be given under these Terms shall be deemed to be received if delivered, or forwarded by post or courier, to the registered office of the party to receive it or the usual or last known residence or place of business of such party. Deemed receipt will also occur if a notice is delivered to the relevant email address notified by the relevant party for such purpose where no delivery failure message is received and/or placing the notice on our website.
- 21. Variations:** We may amend these Terms at any time and any amendments will take effect once written notice has been provided to you. The amended Terms will apply to all Goods you provide us for Carriage in the future. You acknowledge that notification includes the amendment of these Terms on our website and you will regularly review these Terms to ensure you are aware of any amendments.
- Except as provided for in this clause 21, no amendments to these Terms shall be binding on us unless they are in writing, signed by or on behalf of both parties.
- 22. Force Majeure:** We shall not be liable to you for any failure to carry out our obligations or for any loss or damage suffered by you where such failure or such loss or damage is caused by any pandemic, mechanical breakdown of any equipment, weather conditions, strikes, lockouts, labour disputes or restraint of labour, act of God, war (whether declared or not), any act, regulation or restriction imposed by Government, riot or civil commotion, any act or omission of you, your personnel, subcontractors or agents, or any other cause beyond our control.
- 23. Conflict:** These Terms shall prevail over any other terms and conditions agreed to in writing between us and you including the Account Application Form and/or Business Proposal (if applicable), and any other terms and conditions set out in any document used by us (except to the extent expressly acknowledged to override these Terms in the relevant document), you, the owner or any other person having an interest in the Goods and purporting to have a contractual effect.
- 24. Confidentiality:** You agree, unless required by law, to keep all information relating to us, including our pricing, confidential and not to disclose such information except with our written consent.
- 25. Privacy:**
- Where we collect and hold personal information for our own purposes (including without limitation the personal information we collect from your representatives in order to provide our services to you and personal information collected in respect of an Authority to Leave), we will handle that information in accordance with the Privacy Act 2020 and our Privacy Notice, which can be accessed on our website.
 - With the exception of the personal information referred to in clause 25(a) above, you acknowledge and accept that, for the purposes of section 11 of the Privacy Act 2020, we hold and process the Delivery Personal Information solely as your agent for the purposes of providing and improving the delivery of our services to you, including without limitation to deliver packages for you, handle delivery-related queries from your customers and/or other recipients of packages we deliver for you, track and re-direct packages, optimise our delivery routes and time frames and conduct root-cause analyses of any delivery issues (the "**Processing Purposes**"). We will only use or disclose the Delivery Personal Information for the Processing Purposes and in accordance with your instructions and applicable privacy laws.
 - You warrant that all personal information that we process on your behalf has been collected and handled by you in accordance with your obligations under the Privacy Act 2020 and/or other applicable laws. You indemnify us for all loss or damage suffered by us as a consequence of breach of this warranty.
- 26. Miscellaneous:**
- No rights under these Terms may be assigned by you without our prior written consent, which is at our absolute discretion.
 - If any provision of these Terms are held by a court to be unlawful, invalid or unenforceable, the validity and enforceability of the remaining provisions are not affected.
 - We may terminate these Terms immediately on written notice if we reasonably believe you are providing or have provided Goods to us for Carriage that are unlawful and/or for an unlawful purpose.
 - These Terms are governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand in respect of any dispute or proceeding arising out of these Terms.

PART B: SPECIFIC TERMS AND CONDITIONS OF CARRIAGE; ADDITIONAL SERVICES

1. Freightways APIs:

For the purposes of this section (Freightways' APIs), "**we**", "**us**" and "**our**" (and any other similar expressions) means Freightways Express Limited, its officers, employees, agents, subcontractors, and assignees.

a) Your use of the Freightways Application Programming Interface (**API**) will be governed by and subject to the Freightways API Terms of Use set out here:

[Freightways API Terms of Use.](#)

b) The Freightways API Terms of Use set out our, and your, rights and obligations in relation to your use of the Freightways APIs. Please read these API Terms of Use carefully before using the Freightways APIs. By registering for or using the Freightways APIs, you agree to follow and be bound by these API Terms of Use. If you do not agree to all the API Terms of Use, you must not use the Freightways APIs.

- c) These API Terms of Use may be varied by us at any time, effective upon the posting of modified terms on the Freightways website or as otherwise notified to you in writing (including by email). You will ensure that you have read, understood and agreed to the most recent terms posted on the Freightways Website or as otherwise notified to you.
- d) Any individual registering to access the Freightways APIs on your behalf confirms that they have the authority, without requiring the consent of any other person or body, to bind you to the Freightways API Terms of Use.

2. Parcel Notifications:

The following terms apply if you are set up to have your customers receive parcel notifications from us when we deliver consignments for you.

For the purposes of this section (Parcel Notifications), "**Parcel Notification**" means an SMS text and/or email notification that we send to you and/or a Consignee regarding the status of a parcel sent to a Delivery Address.

- a) The Parcel Notification service lets you and/or your Consignee receive notifications about the status of their courier parcels via email or SMS text message from us.
- b) You can stop using the Parcel Notification service by sending 7 days' written notice to us (to eSystems@posthaste.co.nz, ci@nzcouriers.co.nz, systems@messenger.co.nz or such other email address as notified to you by us, depending on who is delivering your consignment).
- c) To use the Parcel Notification service, you agree that:
 - i. Notifications can only be sent for parcels:
 - ii. to be delivered to a Delivery Address;
 - iii. for which you have opted into parcel notifications; and
 - iv. for which a valid email address and mobile number is supplied in the correct fields of the manifest data file you send to us which includes that parcel.
 - ii. Parcel Notification service charges are as notified to you and any change to these, will be notified or published at least 30 days before they take effect. We may change these charges in this manner, even if we follow a different process for price changes under Part A of these Terms. Charges may still apply where the Parcel Notification fails, unless this is our fault.
 - iii. We are excluded from any liability for SMS text or email notifications which fail to be sent due to inaccurate, incomplete, or non-valid mobile phone numbers or email addresses being supplied to us.
 - iv. Weather events, technical issues, third-party service failures, telecommunications coverage and other factors or disruptions may impact our ability to provide Parcel Notifications at times. Therefore, we do not warrant that the Parcel Notification service will always be available, or that any information provided in connection with a Parcel Notification will always be accurate or complete. Except to the extent that any such failures are our fault, you exclude us from any liability should the Parcel Notification service not be available, fail or from consequential loss relating to the receipt of texts or emails.
 - v. The Parcel Notification is sent when the ticket barcode is scanned for the selected parcel events below:
 - Pick up* – when the courier collects the parcel (email available)
 - In Transit* – when the parcel is out for delivery (text or email available)
 - Delivery* – when the parcel has been delivered (text or email available)
 - vi. The 'Pick up' and 'In Transit' Parcel Notifications provide the Consignee with the ability to instruct us to leave an item at an unattended premise and not personally sign for items (an Electronic Permission to Leave). This exception is provided for under Part A: General Terms and Conditions of Carriage. By requesting this option, the Consignee will, accept full liability for the item that is left by us, except to the extent that the Company fails to comply with valid 'Pick Up' and 'In Transit' Parcel Notifications.
 - vii. For parcels sent to an address in an Onforwarding Area, delivery notifications are sent once the parcels are delivered to the rural agent or onforwarder that provides delivery services to that address. These Parcel Notifications advise that delivery should be expected within 2-3 business days.
 - viii. If you have a written agreement with us to send any "High Risk Items" as specified in Part A: General Terms and Conditions of Carriage, you agree not to provide Parcel Notifications in relation to parcels containing these "High Risk Items".
 - x. You have collected any Delivery Personal Information (including without limitation of any Consignee) that is necessary for us to provide the Parcel Notification service and that you are instructing us to process that information on your behalf.

3. Sender Permission to Leave:

The following terms apply if you instruct us to deliver and provide permission for us to leave a particular consignment for your Consignee without obtaining a Receiver signature as Proof of Delivery (**a Sender Permission to Leave**):

- a) Except to the extent that we fail to comply with a valid Sender Permission to Leave request, you agree to indemnify us for any loss or damage to the consignment because of an item being left on the property that is specified in any Sender Permission to Leave request.
- b) If an item is delivered and subsequently found to have suffered damage, a claim may still be made, and the standard claims process will be followed.
- c) For the avoidance of doubt, a Sender Permission to Leave permits us to leave items at the Delivery Address regardless of whether the premises are attended or unattended.
- d) We are part of the Freightways Group, as such our contractors may from time to time deliver items on behalf of other members of the Freightways Express Package Businesses. It is also possible that those companies may at times deliver on our behalf. Any Sender Permission to Leave given regarding delivery will apply to all Freightways Group companies.

4. R18 - Restricted Delivery Ticket:

An R18 Restricted Delivery ticket (**R18 Ticket**) is available to customer account holders for purchase and use when sending items such as alcohol, tobacco, notifiable products (including vaping, smokeless tobacco, and herbal smoking products) and other products where there is a legal requirement prescribing the minimum age for the purchase and/or delivery of such items (**Age Restricted Items**).

The following terms and conditions apply to R18 Tickets and capitalised terms have the meanings given to them in *Part A: General Terms and Conditions of Carriage*:

- a) For the avoidance of doubt, use of an R18 Ticket is subject to *Part A: General Terms and Conditions of Carriage*, including all terms and conditions applicable to High-Risk Items and Privacy.
- b) R18 Tickets can only be applied to items being delivered with a signature required service. A Sender Permission to Leave, Electronic Permission to Leave or an 'Authority to Leave' will not apply in relation to items sent with an R18 Ticket.
- c) A merchant of an Age Restricted Item is solely responsible for complying with the legislation and any regulations applicable to the relevant Age Restricted Item, including (as applicable) the following as amended from time to time: i. Sale and Supply of Alcohol Act 2012; or ii. Smokefree Environments and Regulated Products Act 1990, including taking reasonable steps to verify that the prospective buyer and prospective Consignee are at least the minimum age required for the purchase of the item.
- d) R18 Tickets can be applied to items being delivered to addresses within our Business and Residential Delivery Zones. Delivery of an item as an R18 Ticket item may not be available to all Rural/Non-Urban or Special Delivery Zones – check with your account or local branch manager (as applicable) before using an R18 Ticket on an item being sent to an address in one of these zones.
- e) When an R18 Age Restricted Ticket is present on an item/s at the time of delivery, we will use reasonable endeavours to:
 - i. take steps to ensure that the Receiver is not under the age of 18 as follows:
 - ii. visually confirm that the Receiver is over the age of 18; and
 - iii. if the Receiver at the delivery address appears to be under the age of 25, sight proof of identification and age (using a current New Zealand driver's licence, New Zealand passport or Kiwi Access Card); and
 - ii. record proof of delivery with the Receiver's name prefixed by the words 'R18' to confirm the step or steps specified above were performed; and
 - iii. not deliver the item/s and will return them to the local depot for collection or arrangement of redelivery by the Consignee.
- f) In no circumstances, including where an R18 Ticket is present on an item at delivery, shall we be liable for the failure of a merchant to comply with the legislation and any regulations applicable to the purchase and/or delivery of an Age Restricted Item.