

CROSSROAD COURIERS LTD TERMS AND CONDITIONS APPLICATION



1. Introduction: these Terms and Conditions govern the provision of courier services by Crossroad Couriers Ltd ("we," "us," or "our"). By using our services, you ("Customer") agree to comply with these Terms and Conditions.
2. Services Provided: we offer courier services for the transportation of auto parts, parcels and packages. Our services include pickup, transportation, and delivery within the specified service areas provided on our time frames and zone map forms.
3. Booking and Payment: all bookings must be made through our official channels, including our website or by phone call via the specified contact details provided on our price lists, timeframes and zone map forms. We send out invoices on the 1st working day of the week, for all bookings made the week prior. Payment is required by the 20th of the following month. All statements are sent twice, monthly: 15th of the month & last day of the month (courtesy reminder). Late payments may incur additional charges. Customers are liable for the debt collecting fees as well as any overdue invoices if not paid within 60 days. Crossroad Couriers has the right to withhold any services to any customer whose account is in arrears or for any invoice that is 10 days overdue. This may include suspension of your account use, until the account is paid in full. Payment method we accept is bank transfer.
4. Delivery Times: We strive to deliver packages within the estimated delivery times provided on our timeframes and zone map forms. Delivery times may be subject to delays due to unforeseen circumstances such as ferry cancellations, road closures, motor vehicle breakdowns, or other external factors.
5. Packaging and Labelling: customers are responsible for ensuring that all items are properly packaged and labelled. We reserve the right to refuse any package that is not adequately packaged or labelled. Customers must label their packages and input all necessary details into our online booking system. Crossroad Couriers Ltd is not liable for any losses or incorrect deliveries caused by data entry errors.
6. Prohibited Items: We do not transport money, livestock, dangerous goods without the correct documentation provided, or any other items prohibited by law. It is the Customer's responsibility to ensure that the contents of the package comply with our guidelines.
7. Liability and Insurance: We will take reasonable care in handling and delivering packages. However, we are not liable for any loss or delay caused by factors beyond our control. Regarding damages: according to the Contract and Commercial Law Act 2017. The maximum liability is capped at \$2,000.00 per unit of travel, GST inclusive.
8. Cancellation and Changes: Customers may cancel or change their bookings within 12 hours before the scheduled pickup. Cancellation or changes made outside the allowed time frame may incur additional charges.
9. Privacy and Data Protection: We are committed to protecting your privacy. All personal information provided to us will be handled in accordance with our Privacy Policy. We will not share your information with third parties without your consent, except as required by law.
10. Amendments: We reserve the right to amend these Terms and Conditions at any time. Any changes will be communicated to Customers through the email address customers have provided on their account sign up form. Changes will be effective upon posting on our website.
11. Governing Law: These Terms and Conditions are governed by and construed in accordance with the laws of New Zealand. Any disputes arising from these Terms and Conditions will be subject to the exclusive jurisdiction of the New Zealand courts.
12. Damage and Loss:
 - Filing a Claim: Claims for damage or loss must be lodged within 7 days of the delivery date for claim of loss and within 14 days of the dispatch date for damage. To process a claim, the following documents are required: 1: A completed claim form, 2: Proof of value of the lost or damaged item (e.g., receipt or invoice), 3: Proof of delivery (e.g., signed delivery receipt), 4: Photographs of the damaged item and packaging (for damage claims), 5: Any other relevant documentation requested by Crossroad Couriers.
 - Notification of Damage Process: If damage is apparent upon delivery, the recipient must notify Crossroad Couriers immediately by noting the damage on the delivery receipt and informing the driver. After initial notification, the customer must contact Crossroad Couriers within 24 hours to formally report the damage. The recipient must provide detailed photographs of the damaged item and packaging within 48 hours of delivery to facilitate the claims process.
 - Packaging Requirements: Items must be properly packaged to withstand the rigors of transit. Claims may be denied if the item was not adequately packaged. Recipients should inspect packages upon delivery. If damage is apparent, it must be noted on the delivery receipt and reported immediately. If damage is not apparent upon delivery but discovered by the recipient within 48 hours of delivery the customer must give written notice via email of the concealed damage within 48 hours of the date of delivery.
 - Assessment and Liability: Crossroad Couriers will assess the validity of each claim. The assessment may include an inspection of the damaged item and packaging. Crossroad Couriers' liability for loss or damage is limited to the lesser of: 1: The declared value of the item, 2: The repair cost of the damaged item, 3: The replacement cost of the lost item.
 - Exclusion: The following exclusions apply to damage or loss claims: 1: Items improperly packed or labelled, 2: Small scratches or small dents on 2nd hand car parts, 3: Perishable goods, unless agreed upon in advance, 4: Items prohibited or restricted by law, 5: Indirect or consequential damages (e.g., loss of profits), 6: steps not taken within the specific timeframes previously mentioned.
 - Resolution of Claims: Claims will be resolved within 30 days of receipt of all required documentation. Crossroad Couriers may repair, replace, or compensate for the item at its discretion. If you disagree with the outcome of your claim, you may appeal in writing within 14 days of the decision. Provide any additional evidence or documentation to support your appeal.
13. Contact Information: For any questions, concerns, or feedback, please contact us via email info@crossroadcouriers.nz or phone 0508 976 237

By using our services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

Signee Name: _____

Business Name: _____

Signature: _____

Date: _____