



Carroll's Cartage Limited  
 2 Mahunga Drive, Mangere Bridge, Manukau, Auckland  
 PO Box 59044, Mangere Bridge, Manukau 2151, Auckland  
 Tel (09) 622 3000 / Fax (09) 622 3100  
 email: [office@carrolls.co.nz](mailto:office@carrolls.co.nz)  
[www.carrolls.co.nz](http://www.carrolls.co.nz)

## ACCOUNT APPLICATION FORM

### APPLICANT

Name: \_\_\_\_\_

Trading As: \_\_\_\_\_ Type of Business: \_\_\_\_\_

Trading Address: \_\_\_\_\_

Other Delivery Addresses: \_\_\_\_\_

P O Box No: \_\_\_\_\_ Area: \_\_\_\_\_ Telephone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Years In Business: \_\_\_\_\_ Paid Up Capital \$ \_\_\_\_\_

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_ Insurer: \_\_\_\_\_

Accountant: \_\_\_\_\_ Of: \_\_\_\_\_

Officer Authorising: \_\_\_\_\_ Position: \_\_\_\_\_

### TRADE REFERENCES – Current, not Credit Cards, Power Board, Telecom, Banks or Competitors

Company: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Company: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

### PRINCIPAL SHAREHOLDERS / PARENT COMPANY

Full Name	Address	Phone
1 _____	_____	( ) _____
2 _____	_____	( ) _____
3 _____	_____	( ) _____

### CUSTOMER PREFERENCES

Please describe the key reference information required on your invoice: \_\_\_\_\_

### TERMS OF CARRIAGE

Applicants are referred to the Carroll's Cartage Limited Conditions of Contract (attached) which conforms to the Carriage of Goods Act 1979 and the Consumer Guarantees Act 1993.

### PRIVACY ACT

The customer authorises Carroll's Cartage Limited to collect, retain and use personal information about the Customer ("the information") contained in this document for the following purposes:

- a) Assessing the Customer's credit worthiness

### ACCEPTANCE

Signed by (Name): \_\_\_\_\_ Signature \_\_\_\_\_

who warrants to have authority to execute this agreement on behalf of:

Company: \_\_\_\_\_ Position Held : \_\_\_\_\_ Date: / /

Please fax back to: (09) 622 3100 / email; [office@carrolls.co.nz](mailto:office@carrolls.co.nz)

CONDITIONS OF CONTRACT

1. PARTIES

1.1 The parties to this contract are the Customer and the Company
1.2 The Customer agrees that the Company all or any part of any work accepted by it by engaging or entrusting the goods to any subcontractor of the Company on terms agreed between the subcontractor and the company, and that such terms will bind the Customer.
1.3 The Customer warrants that it is either the owner or authorized agent of the owner of the goods, and is authorized to accept and does accept those conditions of contract on behalf of all persons who are or may become interested in any Goods in relation to which it requests any services from the Company.

2. APPLICATION OF CONDITIONS

2.1 These conditions govern all dealings between the Company and the Customer including, without limitation, the provision of any advice or information.
2.2 Where the Consumer Guarantees Act 1993 governs the dealings between the Company and the Customer, these conditions shall apply only so far as permitted by the act. Where the Customer carries on a "business" as defined in that act it agrees that it is acquiring the services of the Company for the purposes of that business and nothing in the Consumer Guarantees Act 1993 shall apply.

3. APPLICATION OF THE ACT

3.1 Where these conditions conflict with the provisions of the Act then, to the extent permitted by law, the terms of this contract shall prevail and the parties shall be deemed to have contracted out of the provisions of the Act.
3.2 Without limiting the generality of paragraph 3.1, sections 18, 19, 20, 21 and 23 of the Act shall not apply to this contract

4. PACKING

4.1 The customer warrants that:
4.1.1 A full description of the Goods has been provided to the company;
4.1.2 The Goods, having regard to their nature, are sufficiently packed and labeled for the purpose for which the Company is to receive them;
4.1.3 The Goods are packed and labeled in compliance with any applicable laws and regulations

5. PROHIBITED AND DANGEROUS GOODS

5.1 Without prior notification and agreement in writing the Company will not accept or deal with:
5.1.1 Goods in which it is unlawful to carry or otherwise handle, or can only be carried or handled with a permit;
5.1.2 Any noxious, dangerous or inflammable goods or goods likely to cause damage;
5.1.3 Any perishable goods or goods which require special bundling or packaging;
5.1.4 Bullion, cash, coins, negotiable instruments, securities of any kind, precious stones, jewellery, antiques, works of art or other valuables, or
5.2 Where the company agrees to accept or deal with any of the goods referred to in paragraph 5.1, the Customer shall provide all documents and information relating to the goods (including any relevant permits) necessary to enable the Company to:
5.2.1 Comply with the law; and
5.2.2 Handle the goods safely and in a manner which is likely to minimize loss.

5.3 The Customer shall further ensure in the case of Goods described in paragraph 5.1.3 that the container or other covering in which the Goods are to be packed, as well as the Goods themselves, are distinctly marked on the outside so as to indicate the character of any such goods and so as to comply with any applicable laws, regulations or requirements.

5.4 If the Customer delivers any Goods referred to in paragraph 5.1 or causes them to be handled or dealt with by the Company without prior notification and written agreement:

5.4.1 The Company shall not be liable for any loss or damage whatsoever arising out of the dealings with the Goods;
5.4.2 The Customer shall be liable for all loss or damage caused by, to or in connection with the Goods howsoever caused or arising;
5.4.3 The Customer shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising as a result; and
5.4.4 In the case of the goods referred to in paragraph 5.1.1, 5.1.2, and 5.1.3 above, the Goods may be destroyed or otherwise dealt with at the sole discretion of the Company or any other person in whose custody they may be at the expense of the Customer without the Company, or such other person being responsible or accountable in any way.

6. DELIVERY The Goods shall be deemed to have been delivered when they are delivered to the address given to the Company by the customer or Consignee for that purpose.

7. PAYMENT OF FREIGHT AND CHARGES

7.1 The Customer agrees to pay all freight and charges levied by the Company in terms of any separate agreement relating to the services provided or, if there is no such agreement, the Company's standard charges, and any other costs reasonably incurred by the Company in connection with the Goods or the services provided by the company.
7.2 Freight and charges will be considered fully earned upon receipt of the goods by the Company and all freight and charges shall be paid, without any deduction whether by way of set-off or counterclaim or otherwise, by the 20th of the month following the date of the invoice. If not so paid, the Customer agrees to pay the company at 0.25% interest per week on the unpaid balance until payment is made.
7.3 If at any time, payment from the Customer to the Company is in arrears, any substituting obligations of the Company to the Customer shall be suspended and the Company may without limiting any other rights available to it:
7.3.1 Demand payment of all outstanding amounts;
7.3.2 Require security, for such obligations to its satisfaction before any further services are rendered; or
7.3.3 Withhold deliveries, or services ordered by the Customer without notice.

8. LIEN

8.1 Immediately they come into the possession of the Company or any subcontractor, all Goods and documents relating to the Goods shall be subject to a particular and general lien securing payment of all moneys due to the Company by the Customer or the consignee, consignor or owner, whether in respect of such goods and otherwise.
8.2 if any moneys due to the Company are not paid within 14 days after notice to the debtor that the lien is being exercised the Goods may be sold by auction or otherwise at debtors expense and the net proceeds applied in reduction of the indebtedness. No such sale shall prejudice or effect the Company's right to recover any balance owing to the Company for it's services or the cost of the retention and sale.

9. INSURANCE Insurance of the Goods is the sole responsibility of the Customer

10. LIMITATION OF LIABILITY

10.1 All carriage subject to the Act is undertaken at "limited carriers risk".
10.2 Any other service (including carriage which is not subject to the Act or any other compulsory applicable carriage regime) is provided on the basis that the liability of the Company in account to the sum specified in a15(1) of the Act for each unit of Goods lost or damaged.
10.3 Subject to provisions of paragraphs 10.1 and 10.2:
10.3.1 The Company shall not be under any liability, howsoever caused or arising and (without limiting the generality of foregoing) whether resulting from the negligence of the Company or otherwise, for any damage to, loss, deterioration, misdelivery, delay in delivery or non-delivery of, or failure to consolidate the Goods (whether the Goods are, or have been in the possession of the Company or not) nor for any instructions, advice,

information or service provided to anyone, whether in respect of any loss or other thing or matter, nor for any consequential or indirect loss; and
10.3.2 The Customer shall indemnify the Company against claims of any kind whatsoever, howsoever caused or arising (without limiting the generality of the foregoing) whether caused or arising at the negligence of the Company or otherwise, brought by any person in connection any matter with any thing done, said or permitted by the Company in connection with its dealing with the Customer or the Goods.

11. ACTIONS AGAINST THE COMPANY

The Company shall be under no liability unless:
11.1 Written notice of any claim, giving full particulars of any alleged loss or damage, is received by the company within seven days after delivery of the Goods or, in the case of loss or destruction of the Goods, within 28 days of despatch

12. ENTIRE AGREEMENT AND WAIVER

The provisions herein constitute the entire agreement between the parties in relation to the Goods. The Company shall not be bound by any waiver or variation of these conditions of contract unless such waiver or variation is in writing and signed by a duly authorized person on behalf of the Company. The referral of business to the Company and the acceptance of services provided by the Company will be deemed to be acceptance of the conditions of contract. All Parties are alerted to the existence of the conditions by a reminder printed on Company stationary and dockets including letterhead, Releases of freight, Proofs of Delivery and on the account application form.

13. RIGHT TO REFUSE CARRIAGE The Company may in its sole discretion refuse carriage or storage for any person or for any class of goods.

14. DEFINITIONS

Terms and expressions not defined below shall have the meanings set out in the Act. In these conditions:
"Act" means the Carriage of Goods Act 1979 as amended;
"Company" means Carroll's Cartage Limited, including its employees, agents, subcontractors and any actual carrier as the case may be;
"Customer" includes any contracting party as that term is defined in the Act;
"Goods" means the Goods delivered to the Company for carriage, storage or handling in accordance with the provisions of this contract.

15. SPECIAL NOTICE

All Customers are encouraged to read, sign and return these conditions which are enclosed with the Account Application form and sent prior to the commencement of services.

Signed.....

Date ...../...../.....