

Standard Terms and Conditions

for Business Customers

New Zealand Post



1. Where these terms apply

- 1.1 These terms apply to the purchase or use by you, a business customer, of any of our services after we have advised you (or, if applicable, after you and we have agreed) that they apply and have provided you with a copy of these terms. Purchase or use of our services by you after that date constitutes acceptance by you of these terms.
- 1.2 Subject to clause 9.11, when these terms apply to the purchase or use of our services, our Public Contract will not apply.

2. Our responsibilities to you

General responsibilities

- 2.1 We will endeavour to provide our services:
 - (a) with reasonable care and skill;
 - (b) reliably (although we do not guarantee that our services will be continuous or error-free); and
 - (c) in accordance with, and subject to:
 - (i) the service descriptions, standard requirements and other relevant provisions contained in our Postal Users Guide, as amended by any current price and services schedule; or
 - (ii) in the case of any of our services not provided for in our Postal Users Guide, any service descriptions, standard requirements and other relevant provisions contained in any applicable brochure and any applicable price and services schedule.

Delivery

- 2.2 We will endeavour to deliver postal and courier items correctly addressed to addresses within our delivery network:
 - (a) within times agreed by you and us; or
 - (b) if times have not been agreed, within the delivery time or target applying to the relevant delivery service specified in our Postal Users Guide; or
 - (c) where (a) or (b) do not apply, within reasonable times.

3. Your responsibilities to us

General responsibilities

3.1 You must:

- (a) use our services only for lawful purposes;
- (b) ensure that all postal and courier items given to us for delivery are correctly addressed to addresses within our delivery network;
- (c) make sure all other information given to us in connection with our services is correct and complete;
- (d) follow any instructions about using our services contained in our Postal Users Guide or as provided in some other manner;
- (e) not interfere with the reasonable use of our services by our other customers;
- (f) not give us any item for delivery to a country where no postal or courier service exists; and
- (g) comply with these terms and the terms contained in any applicable price and services schedule.

Prohibited items

3.2 You must not give us any item for delivery that:

- (a) is inadequately packaged;
- (b) contains anything that:
 - (i) is capable, as packed, of causing injury or damage to property; or
 - (ii) is illegal, explosive, dangerous or destructive;
- (c) contains any cash; or
- (d) we advertise as prohibited in our "Prohibited Items" brochure in the Postal Users Guide.

Valuable and high risk items

3.3 You must not (unless you purchase additional cover or we have otherwise agreed in writing to deliver the item) give us for delivery:

- (a) any domestic or international postal item with a value of over \$250; or
- (b) any item that is or contains anything high risk.

Right to inspect items

3.4 At any time we may:

- (a) open and inspect any item and refuse to accept any item for delivery;

(b) re-weigh, re-value or re-measure items and, where necessary, charge the higher applicable charges accordingly.

3.5 Our decision as to the weight, value or measurement of an item is final.

Estimate of your requirements

3.6 You agree, if requested by us, to provide us with accurate estimates of our services likely to be used or purchased by you so that we are able to provide our services to you in accordance with these terms.

4. Payment for our services

Charges

4.1 You must pay for our services in accordance with the charges set out in:

(a) any current price and services schedule that we have agreed with you or that we have otherwise provided to you in writing; and

(b) the Postal Users Guide (where any of our charges are not set out in a current price and services schedule or where any of the charges in such a schedule have expired).

4.2 The charges specified in a price and services schedule are subject to change in accordance with clause 7.

Prepayment

4.3 Unless we otherwise agree with you in writing (such as by setting up a credit account), you must pay our charges prior to the provision of the service. Any agreement between us and you to the effect that a third party may pay the charges is deemed to include a condition that if that third party fails to pay the charges within seven days of the date set for payment or, if no date is set for payment, within seven days of the date of the provision of the service, then you will pay the charges.

Customised products

4.4 Where we have agreed to produce customised postal products for you (such as customised pre-paid envelopes), you agree that:

(a) if you have not used all of the products produced for you within any applicable time period that we have agreed with you; or

(b) where no time has been agreed, if you are not using the products at a reasonable rate (to be determined by us); or

(c) if our arrangement with you for the provision of the products expires or is terminated,

we may require you either (at your option) to purchase and pay for all unused products not already paid for by you, or to return those products (if applicable) and to pay to us both the production costs for the unused products and the costs incurred by us in destroying those products.

Retention of title

4.5 Title to all products (customised or otherwise) provided to you will be retained by us until payment in full is made for the relevant product. All risk of loss of, or damage to, the products passes to you on delivery of the products to you.

4.6 If we provide any equipment or other property to you for your use in connection with our services we retain title to that equipment and property but you will be liable for any damage to it while it is in your possession or control. You must immediately return any such equipment or property to us on demand.

GST

4.7 You must pay any GST and other similar taxes payable in relation to the purchase or use of our services.

Set-off

4.8 You may not set-off against any payments that you must make to us any amounts owed by us to you.

Billing

4.9 Except where you pay our charges in advance, we will send you a monthly bill for our charges. You must pay the bill by the 20th of the month following the month at which our bill is dated.

4.10 We may charge you interest on the unpaid amount of any bill at our overnight overdraft daily interest rate charged by our principal bankers, calculated daily and compounding monthly from the due date until the date you pay the unpaid amount.

4.11 Payment by you will be applied against the oldest outstanding bill that is undisputed (unless you and we agree otherwise in writing).

Disputing a bill

- 4.12 You may withhold the disputed part of a bill if you have advised us in writing before the due date:
- (a) that there is a mistake in the bill; and
 - (b) of the details of the mistake.
- 4.13 Once we have corrected or confirmed the bill, you must pay any amount owing under the bill at once if the due date has passed.

5. Our liability

Limitation of our liability

- 5.1 Unless you purchase additional cover from us in accordance with our Postal Users Guide, and subject to the specific exclusions of liability in this clause 5, our liability to you is limited to a maximum of:
- (a) \$250 for the loss of or damage to a domestic or international postal item (if that item is not a letter). In the case of loss of or damage to a domestic postal item our liability is, therefore, on the basis of “declared value risk” under the Carriage of Goods Act 1979; and
 - (b) \$1,500 (for a domestic courier item) and \$2,000 (for an international courier item), for the loss of or damage to a courier item.

Additional cover

- 5.2 Where you purchase additional cover from us, if you do not correctly complete all of the documents or you do not pay the applicable charges, in each case prior to the provision of the service by us, then your rights to compensation are limited to the amounts set out above.

Notification and proof of claims

- 5.3 We will not be liable to you unless you give us written notice of any loss or damage:
- (a) within seven days after delivery of the item or, in the case of non-delivery, within 14 days after the date on which you gave us the item for delivery (or 28 days in the case of non-delivery of any international postal item); and
 - (b) in accordance with our “A Guide to Compensation” brochure in the Postal Users Guide.

- 5.4 You may not bring any action against us unless that action is brought in a New Zealand Court within six months of the date on which you gave us the item for delivery.
- 5.5 The provisions of sections 18, 19 and 20 of the Carriage of Goods Act 1979 do not apply to our services.
- 5.6 We will have no liability to you for loss or damage unless you can provide proof that you gave the item to us for delivery.

Exclusions of our liability

- 5.7 We have no liability to you for loss or damage to the extent that the loss or damage:
 - (a) results from any event outside our control;
 - (b) occurs after delivery; or
 - (c) results from any other act or omission by you (negligent or otherwise) including from any failure by you to comply with any of your responsibilities under these terms.
- 5.8 Your rights to compensation from us are also subject to any applicable exclusions and conditions set out in the Carriage of Goods Act 1979.
- 5.9 In accordance with section 45 of the Postal Services Act 1998, we have no liability for any loss or damage suffered by you or any other person because of any loss, default, delay or omission in the receipt, transmission or delivery of any letter.
- 5.10 We have no liability to you other than as set out in clause 5.1 for any loss or damage suffered by you or any other person as a result of providing our services or any failure, default, delay or omission in providing our services.
- 5.11 Without limiting clause 5.10, we have no liability to you for:
 - (a) any indirect or consequential loss or damage or for any loss of profit (or any other form of economic loss) arising in connection with:
 - (i) any loss of or damage to any postal or courier item; or
 - (ii) any product provided to you by us as part of our services,

or otherwise arising in connection with our services; or

(b) any delay in the receipt, transmission or delivery of any postal or courier item, unless we have expressly stated otherwise in the Postal Users Guide or in any price and services schedule.

5.12 The exclusions of our liability set out above apply however the loss or damage arises (including as a result of intentional damage or negligence).

5.13 If, for any reason (including any statutory requirement), we cannot rely on any exclusion or limitation of liability to exclude a claim from you, the maximum amount we will have to pay you in relation to that claim is \$250 or any statutory minimum (whichever is the greater).

Consumer Guarantees Act

5.14 You agree that where you use our services and/or acquire products from us for the purpose of your business, any provisions of the Consumer Guarantees Act 1993 which would otherwise apply to the supply by us of those services and/or products, do not apply.

5.15 Where you acquire our services and/or acquire products from us other than for the purposes of your business (or if the Consumer Guarantees Act 1993 applies to our services for any reason notwithstanding clause 5.14), then the limitations and exclusions of liability in this clause 5 shall be subject to the Consumer Guarantees Act 1993 and as applicable the Carriage of Goods Act 1979 and the Postal Services Act 1998.

Our rights to compensation from you

5.16 You agree to pay us for all costs incurred by us in recovering any money you owe us under these terms or in exercising our other legal rights.

5.17 You agree to indemnify us, our employees and agents against any cost, claim, liability, damage or loss of any kind incurred by us as a result of a failure by you to comply in any way with any of clauses 3.1, 3.2 and/or 3.3.

6. Events outside our control

6.1 We are not required to provide our services, or carry out any of our obligations referred to in these terms, if it is not reasonably practical for us to do so because of an event outside our control.

7. Changes

Changes to these terms

- 7.1 We may change these terms by giving you at least 30 days notice in writing of the changes.
- 7.2 You and we may agree to change these terms, but that agreement must be recorded in writing.

Changes to price and services schedules

- 7.3 You and we may agree to change the prices or any other terms or provisions contained in a price and services schedule, but that agreement must be recorded in writing.
- 7.4 We may also:
 - (a) change any or all of the prices and any other terms or provisions contained in a price and services schedule;
 - (b) replace a price and services schedule with a new price and services schedule; or
 - (c) cancel a price and services schedule,by giving you at least 30 days notice in writing, except that no such notice will apply to any prices and any other terms or provisions that are stated in a price and services schedule as being fixed for a specified period until that specified period has expired.
- 7.5 You must comply with these terms and any applicable price and services schedule as they are changed from time to time.

8. Ending our services

- 8.1 You may end any obligation you have to purchase or use our services under these terms by giving us at least 30 days notice in writing, but this notice may only come into effect after the end of any minimum period during which you have agreed to purchase and/or use our services.
- 8.2 We may, by at least 30 days notice in writing to you:
 - (a) end any obligation we have to provide any or all of our services to you; or
 - (b) give you notice that these terms (including any applicable price and services schedule) cease to apply.

- 8.3 A notice given under the preceding clause may come into effect only after the end of any minimum period during which we have agreed in writing to provide our services to you.
- 8.4 We may at any time, by giving you notice in writing, suspend or end any obligation we have to provide our services to you if:
- (a) you do not pay any amount owing to us on the due date; or
 - (b) you do not comply with any other obligation to us under these terms.
- 8.5 Notice by you or us under this clause does not affect any rights and responsibilities which by their nature are intended to continue or come into force afterwards.

9. Other matters

Postal Users Guide

- 9.1 These terms incorporate the terms and conditions of our Postal Users Guide for each of our services.

Amendments to Postal Users Guide

- 9.2 We may amend the Postal Users Guide (including the standard charges for and the descriptions of each of our services, and our standard requirements relating to the provision of our services) from time to time without your agreement. We acknowledge that no amendment to standard prices for our services in the Postal Users Guide will affect charges payable under a price and services schedule, unless those charges are stated to be calculated by reference to our standard prices.

Contracts

- 9.3 You and we may incorporate these terms into any formal written contract agreed by you and us, in which case these terms shall take effect subject to the terms of that contract.

Entire agreement

- 9.4 These terms, any schedules to them (including any current price and services schedule), the Postal Users Guide (including any additional terms and conditions specified in it in respect of any particular service), the terms of any applicable consignment note and/or brochure, the terms of any contract into which these terms are incorporated (as referred to in clause 9.3), and any other document that we advise you in writing

(or if applicable which you and we agree) forms part of these terms, constitute the entire agreement between us and you for the provision of our services, and replace all proposals, prior agreements and prior terms relating to the subject matter of these terms.

Conflicts

- 9.5 If there is any inconsistency between any of the documents referred to in clause 9.4, then unless we have agreed otherwise with you in writing, the following order of precedence shall apply:
- (a) any contract into which these terms have been incorporated;
 - (b) any current price and services schedule;
 - (c) these terms;
 - (d) the Postal Users Guide;
 - (e) any consignment note or brochure;
 - (f) any other document that we have advised you in writing (or if applicable which you and we agree) forms part of these terms.

Giving notices

- 9.6 Any notice from you to us must be in writing, signed by your authorised representative, and sent to the following address (or such other address as we may advise you by notice in writing):

New Zealand Post Limited
Level 12, New Zealand Post House
Private Bag 39990
Wellington 5045
Attention: Company Secretary

- 9.7 Any notice from us to you must be in writing. We will send notices and bills to the last address you have given us for this purpose. We may assume any notice or bill we send by post has been delivered three working days after we post it.

Transfer of rights and responsibilities

- 9.8 We may transfer to a third party any of our rights and/or responsibilities under these terms. We may, in particular:
- (a) transfer any debt you owe us under these terms to a third party; and/or
 - (b) authorise a third party to carry out any of our responsibilities or exercise any of our rights under these terms.

9.9 You may not transfer your rights or responsibilities under these terms.

New Zealand law and Courts

9.10 These terms are governed by and are subject to, and must be construed in accordance with, New Zealand law. You and we submit to the non-exclusive jurisdiction of the New Zealand Courts in respect of any dispute or other matter arising in connection with our services and these terms.

Each term separately binding

9.11 If for any reason any provision of these terms cannot be enforced or relied on by you or us the equivalent provision of our Public Contract shall apply (our Public Contract is contained in our Postal Users Guide and is also available for inspection at PostShops) but all other provisions of these terms shall remain binding.

Confidentiality

9.12 Subject to clause 9.13, you must keep all price and services schedules, all information contained in such schedules and all information concerning any prices or service variations discussed with and/or agreed with you ("confidential information") strictly confidential. You must not disclose any confidential information to any other party.

9.13 Your obligations of confidentiality under the preceding clause do not apply to the extent:

- (a) disclosure is required by law or by the rules of any stock exchange;
- (b) you need to make disclosure to your directors, employees or legal or accounting advisors (but you must require those persons to keep any confidential information disclosed to them confidential);
- (c) any confidential information is in the public domain other than due to breach by you of your obligations of confidentiality.

10. Interpreting these terms

Definitions

10.1 For the purposes of these terms (unless the context otherwise requires):

"brochure" means the current version of any brochure issued by us setting out service descriptions, standard requirements and other relevant provisions for any of

our services, as amended or replaced by us from time to time;

“business customer” means any customer that uses any of our services for the purpose of a business, as “business” is defined in the Consumer Guarantees Act 1993;

“change these terms” includes altering or removing existing terms; adding new terms; and substituting completely new terms, and reference to changing a price and services schedule shall have a corresponding meaning;

“consignment note” includes any consignment note, ticket or docket provided to you by us and also includes any application form completed by you for or in respect of any of our services;

“courier item” means any packet, parcel, document, article or other item given to us for courier delivery;

“delivery” includes delivery by post or by courier to the address given by you unless we have agreed to obtain the addressee’s signature (in which case delivery of the item will occur on collection of that signature);

“event outside our control” includes any delay in acceptance of an item by an addressee; our inability to gain access to a delivery address; seizure or destruction of an item by customs or any other regulatory or government authority; an act of God; earthquake, volcanic activity, flood, fire, storm or adverse weather condition; sabotage, riot, civil disturbance, epidemic, national emergency or act of war; governmental action; strike, lock-out, work stoppage or other industrial problem; traffic congestion; or delay in aircraft or other transport;

“GST” means goods and services tax chargeable under the Goods and Services Tax Act 1985 and any penalties or interest payable in relation to that tax;

“high risk” includes anything fragile or perishable; any traveller’s cheque, stamp or voucher; any deed, negotiable instrument (including any bearer security, bill of exchange or uncrossed cheque), bond or share; any credit, debit or other bank card; any bullion, precious metal or stone; any jewellery or watch; any collectible or antique; or any painting, sculpture or other work of art;

“letter” means:

- (a) any form of written communication, or any other document or article:
 - (i) that is addressed to a specific person or a specific address;
 - (ii) that is to be conveyed other than by electronic means; and
 - (iii) for which we charge not more than 80 cents (inclusive of goods and services tax) for carrying, taking charge of, or sending it;
- (b) includes an envelope, packet, package, or wrapper containing such a communication, document, or article; and
- (c) includes any other article or thing which is a letter for the purposes of the Postal Services Act 1998;

“our services” means all or any postal and courier services provided by us, except for any services that we have expressly agreed in writing these terms do not apply to;

“postal item” means any letter, parcel or other item given to us for delivery;

“Postal Users Guide” means New Zealand Post Limited’s Postal Users Guide (which is available for inspection at PostShops and available on our internet site: www.nzpost.co.nz);

“price and services schedule” means a schedule or other document, including any rate card, which is stated to be subject to these terms and which we have provided to (or have agreed with) you, as amended in accordance with these terms. A price and services schedule may without limitation specify:

- prices for any of our services; and/or
- variations to these terms or to any of the service descriptions, standard requirements and/or other relevant provisions relating to our services contained in our Postal Users Guide; and/or
- service descriptions, standard requirements and/or any other relevant provisions for any services that we agree to provide and that are not otherwise provided for in our Postal Users Guide;

“prohibited item” means any item referred to in clause 3.2;

“services” includes all products and services of any kind;
“these terms” means these terms and conditions as they may be changed from time to time in accordance with these terms;

“we”, “us” and “our” means New Zealand Post Limited, its subsidiaries Transend Worldwide Limited and Pace Couriers Limited, and any of New Zealand Post Limited’s other subsidiaries that we specify in our Postal Users Guide, and (where applicable) any person to whom we have transferred any of our rights and/or responsibilities under these terms; and

“you” means a business customer who we have advised, or with whom we have agreed, that these terms apply to their purchase or use of our services.

Interpretation

- 10.2 For the purposes of these terms (unless the context otherwise requires) where the singular is used that includes the plural and vice versa; a reference to any person includes an individual, a company and any body of persons (whether incorporated or not); any reference to any document (including the Postal Users Guide) or legislation is a reference to that document or legislation as amended or replaced; and all references to monetary amounts are to New Zealand dollars; and “including” and similar words do not imply any limitation.
- 10.3 These terms are subject to all applicable legislation except as specifically excluded in these terms, in each case to the maximum extent permitted by law.

Contact us

For further information please ask at your local PostShop, visit our website or call our Customer Service Centre on 0800 501 501

www.nzpost.co.nz

