



12th March 2026

SERVICE TERMS AND CONDITIONS

ROCKET MOVERS LIMITED

1. These Terms of Service ("terms") apply in respect of all services provided by us for you, except to the extent that we otherwise agree with you in writing.
2. If you continue to instruct us, or accept our quote or any proposal, we are entitled to rely on your acceptance of these terms & conditions as the essential terms of supply and acceptance.
3. Any reference to Rocket, for purposes of this Agreement, is Rocket Movers Limited.
4. **Service Terms**
 - 4.1. The services we are to provide for you are those outlined in our quote to you.
 - 4.2. Delivery has been completed when the goods have been delivered to the stated delivery address as provided by you and as outlined in our quote to you.
 - 4.3. To complete delivery, you agree that we can rely on the instructions of the recipient or other person at the delivery address, unless we have specifically agreed otherwise, such instruction to be recorded in our quote to you.
 - 4.4. All delivery times are estimates only and are subject to change. Where the delivery time cannot be achieved or is unlikely to be achieved, we will contact you at the earliest opportunity to advise you of this. We are not liable for any loss incurred by you as a result of any change in delivery time. Notwithstanding this, we agree that we will use our best endeavours to transport your goods within the delivery estimate provided to you.
 - 4.5. Where delivery of the goods cannot be achieved within the estimated delivery time solely due to any action or inaction by you, we shall be entitled to charge you for any additional costs incurred or services rendered.
 - 4.6. You agree to, upon request, promptly provide us with any information or assistance reasonably required by us to carry out our services to you, including, but not limited to, providing us with full details of the goods to be transported, contact details for yourself and the person/organisation we are transporting the goods to.
 - 4.7. No parts or other items are to be attached to any of the goods being transported unless agreed in writing. If agreed, additional parts being transported must be boxed or wrapped and will incur an additional fee.
 - 4.8. We will not transport or deal with the following Prohibited Goods:
 - a. Any noxious, dangerous or flammable goods, goods likely to cause damage;
 - b. Goods which it is unlawful to carry;
 - c. Any goods that do not belong to you or are not lawfully in your control.
 - d. In accepting our quote, you warrant to us that the goods we are transporting for you are not Prohibited Goods.
 - 4.9. We reserve the right to subcontract all or any part of our services to a third party as required.



12th March 2026

5. Parts and Equipment

- 5.1. Any other parts which are limited to a single carton, being the equivalent of a food delivery box;
- 5.2. Any single closed box that contains parts must be free of fluids or any toxic substance.
- 5.3. The box must be fully enclosed and secured with the name and contact telephone number of the client being prominently displayed on the side;
- 5.4. No equipment will be able to be transported with the motorcycle if in the sole opinion of Rocket, the parts or boxes are not safe and secure.

6. Pricing & Payment

- 6.1. The price for our services shall be as indicated on our invoice which is payable in full prior to collection of the goods unless otherwise agreed.
- 6.2. Failure to pay our invoice in full will result in the termination of our services to you.
- 6.3. Payment may be made by electronic/on-line banking or by such other payment method as agreed by us.
- 6.4. Unless otherwise stated, all pricing is plus GST. You must pay all applicable GST, without deduction or set off of any amounts, at the same time and on the same basis as the price for our services.
- 6.5. Should we agree to send you an invoice you as a commercial client, our payment terms are 7 days from date of delivery.
- 6.6. Any unpaid invoices will attract interest at 2% per month, plus all costs to recover such debt.

7. Limited Liability

- 7.1. Our services are provided "*at limited carrier's risk*" and the provisions of the Contract and Commercial Law Act 2017 apply unless we specify otherwise in writing.
- 7.2. Our liability for any direct loss of, or damage to, the goods is limited to \$2,000 per unit of goods.
- 7.3. We strongly encourage you to arrange your own additional transit insurance cover as applicable.
- 7.4. Unless otherwise expressly agreed, the contract shall be deemed "*at limited carrier's risk*" as stipulated under the Carriage of Goods Act 1979 (hereinafter referred to as "*the Act*"). Exceptions to this default position shall apply only if:
 - a. The Contracting Party (Rocket) or their authorised agent has executed a document pertaining to the carriage of goods specifying:
 - i. Agreed value risk, or
 - ii. Owner's risk
- 7.5. Should you have a claim you must claim any compensation for any loss or damage to goods by providing us with written notice of such claim giving full particulars of the event giving rise to the claim and any alleged damage or loss within 7 days of the date of delivery of the goods or in the case of non-delivery within 14 days after the date of collection of the goods by us from the consignee/you.
- 7.6. Any claim made in any Court against us must be made within six months from the date that the service was provided. After six months any claim is void to the extent provided for in law.

8. Customer to Insure Goods



12th March 2026

- 8.1. **It is the customer responsibility to ensure the Goods are fully insured for all purpose fire theft and damage while in transit by Rocket**
- 8.2. Rocket recommends that customers obtain full insurance coverage for their goods while being transported
- 8.3. In the event of a proven claim against Rocket any damages or costs incurred during transportation, are limited to a maximum of \$2,000 NZD in any event.

9. Hazardous Goods

- 9.1. Rocket shall not accept hazardous goods unless a prior written agreement is obtained. The Contracting Party shall be liable for all consequences arising from the handling of hazardous goods and agrees to indemnify the Forwarder against all related claims and costs. The Forwarder reserves the right to destroy or otherwise deal with hazardous goods at the Contracting Party's expense.

10. Cancellation

- 10.1. A cancellation fee of \$100 shall apply to any cancellations made subsequent to booking and payment. In addition, if a driver has already travelled to the pickup location and the booking is cancelled due to abusive, threatening, discriminatory, or unsafe conduct by the customer, Rocket reserves the right to charge a call-out fee of up to \$150 to cover travel time and resources.

11. General

- 11.1. These terms apply to you in relation to all services we provide to you whether now or in future, whether or not we send you another copy of these terms.
- 11.2. We are entitled to change these terms from time to time without notice to you but in such case we will provide you with a copy of our updated terms.
- 11.3. You indemnify us in respect of all actions, claims, proceedings, expenses and costs (including legal costs), in connection with any breach of these terms by you.
- 11.4. Should we need to pursue unpaid fees all costs and fees including filing fees legal cost are recoverable on a full indemnity basis plus interest of 3 percent per month on any outstanding balance.
- 11.5. You are not entitled to set off against, or deduct from any amount payable to us, any sums owed or claimed to be owed to you by us, nor withhold any payment of any invoice because any part of that invoice is in dispute.
- 11.6. Where you are instructing us in your capacity as a director or shareholder of a company, then you warrant:
 - a. That you have the power to instruct us to carry out the services for you and have obtained all necessary authorisations to allow yourself to do so;
 - b. That the company is solvent; and
 - c. That you will remain, at all times, personally liable (along with the company) to pay any outstanding monies owed to us.
- 11.7. Our failure to enforce any provision of these terms shall not be treated as a waiver of that provision, nor shall it affect our right to subsequently enforce that provision.
- 11.8. If any provision of these terms shall be invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.



12th March 2026

- 11.9. Unless expressly stated otherwise in writing, we are not your agent, and you are not our agent.
- 11.10. These terms and the services we provide to you are governed by New Zealand law and the New Zealand courts have nonexclusive jurisdiction.
- 11.11. In the event of a dispute the parties agree prior to any legal action the following process must be adhered to:
- 11.12. Full particulars of any claim must be provided within 10 Days of the event
- 11.13. The parties will attend mediation to endeavour to resolve any dispute with 21 days of the claim being made
- 11.14. Should mediation fail the parties agree that the dispute being heard by a Arbitrator should the parties not agree no the arbitrator the President of the law society will select an Arbitrator

Rocket Movers Limited