



Secure Transport Freight Terms & Conditions

Carriage of Goods — Domestic (New Zealand)

Last updated: July 2026 | Secure Transport Ltd | info@securetransport.co.nz | 09 444 1243

These Terms apply to the domestic carriage of goods by Secure Transport Ltd for the Customer. Secure Transport Ltd reserves the right to vary or add to these Terms at any time, provided any variation is notified to the Customer.

By using any of our services you agree to be bound by these Terms and Conditions.

1. CONTRACT FOR CARRIAGE

1.1 The contract for Carriage between the Customer and Secure Transport Ltd is comprised of these Terms and any relevant commercial agreements made by the parties (if applicable).

1.2 By using Secure Transport Ltd's domestic Carriage service, the Customer is agreeing to these Terms.

2. LIABILITY OF SECURE TRANSPORT LTD

2.1 The contract for Carriage of Goods is at "limited carrier's risk" pursuant to the Contract and Commercial Law Act 2017 (CCLA), unless the Customer has signed a written contract expressed to be "at owner's risk", meaning Secure Transport Ltd will pay no compensation if the Goods are lost or damaged unless Secure Transport Ltd intentionally causes such loss or damage.

2.2 Secure Transport Ltd's liability is limited to a maximum of \$2,000.00 including GST per unit of Goods for loss or damage, however arising.

2.3 Owner's Risk applies to: second-hand items, return goods, glass and inadequately packed goods. No compensation will be paid for loss or damage to these goods unless Secure Transport Ltd intentionally causes it.

2.4 The Customer indemnifies Secure Transport Ltd against all losses, penalties, claims, damages, costs and expenses arising from any default or negligence of the Customer, negligence of Secure Transport Ltd, any third person in connection with the Carriage, or any matter done, said or omitted by Secure Transport Ltd in connection with the Goods.

3. NOTIFICATION OF CLAIMS & LIMITATION OF ACTIONS

3.1 Written notice of claims must be given:

- Damaged Goods — within 7 days of delivery
- Missing Goods — within 14 days of dispatch

3.2 No action may be brought against Secure Transport Ltd more than six months after the date the relevant Goods were given to us for Carriage.

3.3 Claims must follow the process set out in the Schedule at the end of these Terms.

4. LABELLING & PACKING GOODS

4.1 The Customer warrants that all Goods have been labelled correctly and are adequately and securely packed, wrapped and cushioned for transportation, and comply with all applicable laws and regulations.

4.2 Secure Transport Ltd is entitled to charge the Customer for any costs and expenses incurred in complying with applicable law, regulation, or requirement.

5. CARRIAGE OF GOODS

5.1 Secure Transport Ltd may carry or on-forward all Goods by any method or person it deems fit.

5.2 From the date on which Secure Transport Ltd's responsibility for the Goods ends, Secure Transport Ltd may hold any undelivered Goods as bailee at storage fees at normal rates.

5.3 Labour to load or unload Secure Transport Ltd's vehicle shall be the responsibility and expense of the Customer or consignee. An additional charge may be made if the Customer/consignee is not present at the delivery address during normal trading hours.

5.4 Secure Transport Ltd may charge for any delay in excess of 30 minutes in loading or unloading, other than from the default of Secure Transport Ltd.

6. OWNERSHIP OF GOODS

6.1 The Customer warrants that it is either the owner of the Goods or the authorised agent of the owner, and accepts these Terms on behalf of all persons involved.

7. PAYMENT

7.1 Freight becomes chargeable as soon as Goods are collected for dispatch.

7.2 Payment is due by the 20th of the month following the date of invoice, without deduction or set-off.

7.3 If payment is not made within seven days after the due date: (a) interest accrues at 5% per annum above the official cash rate; (b) Secure Transport Ltd may sue for recovery; and (c) any collection costs are payable by the Customer.

7.4 Secure Transport Ltd may refuse Goods for Carriage unless freight is prepaid.

8. LIEN

8.1 All Goods are immediately subject to a general lien for all freight and costs due. If not satisfied within seven days, Secure Transport Ltd may remove and store Goods at the Customer's expense, or sell Goods and apply proceeds to the outstanding amount.

9. INSURANCE

9.1 Where the Customer requires specific insurance, Secure Transport Ltd will arrange this as agent at the Customer's cost, subject to standard exclusions including wear and tear, vermin, inherent vice, and gradual deterioration.

9.2 Owner's Risk: Secure Transport Ltd accepts no liability for loss or damage. Declared Value Cover: Insurance is arranged on the Customer's behalf and a premium will be included in the freight charge.

10. GENERAL

10.1 Secure Transport Ltd reserves the right to refuse Carriage for any class of Goods or any person.

10.2 The Customer may not assign rights under these Terms without prior written consent of Secure Transport Ltd.

10.3 The laws of New Zealand govern these Terms. Secure Transport Ltd may change these Terms by giving 30 days' written notice.

10.4 Contracting Out: Sections 274-281 of the CCLA shall not apply to the contract of Carriage. Where these Terms differ from the CCLA, these Terms prevail.

11. DEFINITIONS

Carriage: the carriage, storage, dispatch, forwarding, packing, handling of Goods and any ancillary service.

CCLA: the Contract and Commercial Law Act 2017. Customer: the person requesting Carriage services, including successors, assigns, employees and agents. Goods: has the meaning in section 246 of the CCLA.

Terms: these terms and conditions as amended by Secure Transport Ltd.

SCHEDULE — CLAIMS PROCESS

In the event that a Customer wishes to lodge a claim with Secure Transport Ltd, the following process applies:

- Damaged Goods — written claim must be lodged within 7 days of delivery. The Customer must hold the damaged Goods complete with original packaging.
- Missing Goods — written claim must be lodged within 14 days of dispatch.
- Secure Transport Ltd will acknowledge receipt of the claim on the same day.
- Our team will review and contact the Customer if further information is required.
- Secure Transport Ltd will advise the outcome within 5 working days.
- PLEASE NOTE: Maximum liability is \$2,000.00 including GST per unit of travel (Contract and Commercial Law Act 2017).
- For damaged Goods — damaged items must be returned to Secure Transport Ltd before payment is made.

To lodge a claim: info@securetransport.co.nz | 09 444 1243

CUSTOMER ACCEPTANCE

Customer Name

Customer Signature

Date