1. Introduction and Acceptance

These Terms and Conditions apply to all moving, furniture removal, transportation, delivery and related services provided by Ace Moving Limited, trading as Ace Movers.

By accepting a quotation, confirming a booking or engaging our services, the customer agrees to these Terms and Conditions, subject to applicable New Zealand law.

Customers are encouraged to read these terms carefully before confirming their booking.

2. Definitions

Carrier: Ace Moving Limited, trading as Ace Movers.

Customer: The person, business or organisation requesting or arranging the moving services.

Owner: The legal owner of the goods being transported.

Goods: Furniture, household belongings, office equipment and other items accepted for transportation.

Services: Moving, loading, unloading, transportation, delivery and any additional services agreed upon.

3. Goods Carried at Owner’s Risk

All goods are transported at Owner's Risk, subject to applicable New Zealand law.

Ace Movers operates on an owner's-risk basis under the Contract and Commercial Law Act 2017 where that basis lawfully applies.

Under an owner's-risk contract, the carrier is generally not liable for loss of or damage to goods during carriage unless the loss or damage is intentionally caused by the carrier.

Owner's-risk carriage does not automatically exclude liability for every aspect of our services or override statutory rights that cannot lawfully be excluded.

Customers are strongly encouraged to arrange appropriate insurance for their belongings before moving day.

4. Insurance

Our standard moving quotations do not include insurance for customers' belongings.

Customers should contact their home and contents insurance provider to confirm whether their policy covers:

- Goods in transit
- Loading and unloading
- Accidental damage
- Furniture and fragile items
- Temporary storage, where applicable

Ace Movers does not guarantee that a customer's existing insurance policy will provide cover.

Any additional insurance arranged through Ace Movers must be agreed upon in writing before the move.

5. Liability and Damage

Ace Movers takes reasonable care when handling and transporting customers' belongings.

Where the parties have validly agreed to owner's-risk carriage, liability for loss or damage to goods will be determined according to that agreement and applicable legislation.

For services or circumstances not covered by a valid owner's-risk arrangement, liability will be determined according to the applicable contract and law.

Any agreed limitation of liability applies only to the extent permitted by law.

Nothing in these Terms and Conditions excludes or restricts rights or remedies that cannot legally be excluded or restricted.

6. Quotations and Pricing

All quotations are based on the information provided by the customer, including:

- Quantity and type of furniture and belongings
- Pickup and delivery locations
- Property access, stairs and parking availability
- Distance and estimated travel time
- Number of movers required
- Any additional services requested

Additional time required due to access difficulties, inaccurate inventory information or other circumstances beyond our reasonable control may incur a charge of **$100 Plus GST per hour** where this charge has been disclosed and agreed as part of the booking.

Additional goods or services not included in the original quotation may result in additional charges.

7. Customer Responsibilities

Customers are responsible for:

- Providing an accurate inventory of items to be moved.
- Ensuring all goods are ready for collection.
- Properly packing fragile and personal belongings unless packing services have been arranged.
- Providing safe and reasonable access to both properties.
- Arranging suitable parking and any necessary permissions.
- Disconnecting appliances and preparing furniture unless otherwise agreed.

- Informing Ace Movers about oversized, unusually heavy, valuable or fragile items.
- Ensuring an authorised person is available at collection and delivery.

Failure to provide accurate information may result in delays, additional charges or the inability to transport certain items.

8. Furniture Preparation and Fragile Items

Furniture must be appropriately prepared for safe transportation.

Unless agreed in advance, Ace Movers does not dismantle or reinstall furniture, disconnect appliances or remove fixtures attached to a property.

Customers must advise us in advance about glass furniture, mirrors, antiques, artwork, fragile items and furniture requiring specialist handling.

Ace Movers may decline to transport items that cannot be moved safely or are inadequately prepared.

9. Property Access and Existing Damage

Customers must provide safe and reasonable access at pickup and delivery locations.

This includes suitable access through driveways, entrances, hallways, staircases, lifts and doorways.

Customers must notify Ace Movers about restricted access, narrow passages, difficult driveways or other potential obstacles before moving day.

Ace Movers is not responsible for pre-existing damage to buildings, furniture or other property.

Where property damage occurs during our services, responsibility will be assessed according to the circumstances and applicable New Zealand law.

10. Deposits and Booking Confirmation

For bookings valued above **$1000** a deposit of 50% is required before the scheduled moving date, unless otherwise agreed.

A booking is confirmed once the required deposit has been received and Ace Movers has accepted the booking.

Deposits may be non-refundable where cancellation occurs within 72 hours of the scheduled arrival time, to the extent that any retained amount is reasonable and legally recoverable.

Any applicable cancellation charges will be communicated to the customer.

11. Payment Terms

Unless otherwise agreed in writing, payment is due within 2 days of the commencement of the moving job.

Customers must pay the agreed charges by the due date stated on their invoice.

Overdue accounts may be subject to reasonable administration and recovery charges where lawfully applicable and agreed.

Ace Movers reserves the right to refer unpaid accounts to a debt collection agency after 30 days, following appropriate notice.

The customer may be responsible for reasonable debt recovery costs where permitted by law and the agreement.

12. Delays and Additional Waiting Time

Ace Movers makes reasonable efforts to arrive and complete moving services at the agreed times.

However, delays may occur due to circumstances outside our reasonable control, including traffic, ferry disruptions, severe weather, vehicle breakdowns or unexpected staff illness.

Customers will be informed of significant delays were reasonably practicable.

Waiting time caused by the customer, restricted property access, unavailable keys or goods not being ready may result in additional charges where agreed.

Ace Movers will not be responsible for losses arising from delays to the extent permitted by applicable law.

13. Subcontractors

Ace Movers may engage appropriately qualified subcontractors or third-party carriers to complete all or part of a moving service.

Where practicable, customers will be informed of subcontracting arrangements.

The use of subcontractors does not remove any responsibilities Ace Movers has under applicable law.

14. Claims and Reporting Damage

Customers are encouraged to inspect their belongings promptly after delivery.

Any missing items or damage should be reported in writing as soon as reasonably practicable, preferably within 24 hours of delivery.

Reports should include:

- Customer name and booking reference
- Date of the move
- Description of the damage or missing items
- Supporting photographs, where available

Ace Movers will review reported concerns and respond within a reasonable timeframe.

The suggested 24 hour reporting period does not remove any statutory rights or impose an unlawful restriction on claims.

15. Storage and Uncollected Goods

Where storage has been expressly arranged, applicable storage charges and conditions will be confirmed separately.

If goods cannot be delivered due to circumstances caused by the customer, reasonable additional transport, handling or storage charges may apply.

Any lien, disposal or sale of uncollected goods will be exercised only where authorised by the agreement and applicable New Zealand law, including any required notice.

16. Health and Safety

The safety of our customers, employees and contractors is a priority.

Ace Movers reserves the right to decline, suspend or stop work where there is a genuine and unacceptable health or safety risk.

This may include:

- Unsafe access or unstable surfaces
- Excessively heavy or hazardous items
- Unsafe lifting conditions
- Moving furniture over balconies using ropes
- Threatening or abusive behaviour

Our team may contact management to assess the situation and discuss alternative arrangements.

17. Respectful Workplace Policy

Ace Movers maintains a zero-tolerance approach to threats, violence, harassment and abusive behaviour.

Our staff have the right to work in a safe and respectful environment.

Where staff reasonably believe their safety is at risk, services may be suspended or stopped.

Any resulting charges or refunds will be assessed according to the circumstances and applicable law.

18. Dangerous and Prohibited Goods

Customers must notify Ace Movers before requesting transportation of dangerous or restricted goods.

Ace Movers may refuse items including explosives, flammable substances, hazardous chemicals, illegal goods or other materials unsuitable for ordinary furniture transport.

Customers are responsible for complying with applicable transport and safety requirements.

19. Changes to Bookings

Customers should notify Ace Movers as early as possible of changes to moving dates, addresses, inventory or required services.

Changes are subject to availability and may affect the original quotation.

Any additional charges will be communicated before the changed services are provided.

20. Governing Law

These Terms and Conditions are governed by the laws of New Zealand, including applicable provisions of the Contract and Commercial Law Act 2017, Consumer Guarantees Act 1993 and Fair Trading Act 1986.

Nothing in these terms limits or excludes consumer rights that cannot lawfully be excluded.

21. Contact Information

Ace Movers – Ace Moving Limited

Based in Whangārei, Northland, New Zealand.

Website: https://acemoving.co.nz

Email: bookings@acemoving.co.nz

For quotations, bookings, claims or enquiries, please contact our team.