

ALS 2023 LTD Terms and Conditions

1. Definitions

In these terms and conditions, unless the context otherwise requires:

ALS means ALS 2023 Limited;

booking form means the form specified by us to be completed by you when requesting a reservation;

insurance means an appropriate level of insurance cover with a reputable insurer chosen by you for the duration of your use of the ALS transitional facility;

reservation means an agreement by ALS to provide the services;

services means the provision of temporary accommodation of livestock using the transitional facility; **transitional facility** means the facilities that will be provided by us for the purpose of temporarily accommodating your livestock in connection with the transport of that livestock;

we or **us** or **our** means ALS including our employees, officers, contractors and agents;

you or **your** means the owner, or authorised licensee or agent of the owner of the relevant livestock, and you're representatives, employees, officers, contractors and agents; and

your representatives means any of your representatives, employees, officers, agents, contractors or invitees;

your property means your livestock, transport equipment or any other property that you use to transport your livestock to or from our transitional facility.

2. Conditions

2.1 These terms and conditions apply to our transitional facility services. By submitting a booking form and/or making a reservation for our services, you agree to abide by these terms and conditions.

2.2 When using our services or attending the transitional facility, you must ensure that you and all of your representatives abide by the directions, rules and regulations regarding our transitional facility made by us or our personnel, MPI, Customs AVSEC or Auckland personnel at all times (to the extent not inconsistent with these terms).

3. Reservation

We will only be required to provide you with our services if:

- (a) you have submitted a duly completed booking form;
- (b) we have confirmed the reservation by email;
- (c) you have made payment for the reservation or services in the period of time specified by us; and
- (d) you have provided evidence of the required insurance and ALS has accordingly received confirmation from Auckland Airport that you are an authorized shipper.

4. Payment

4.1 You must pay the fees for the reservation, which are disclosed on our website at www.als23.com, and are available at our premises or as may be stated in our reservation confirmation.

4.2 You will be invoiced in full once shipping has occurred.

4.3 Payment is due in full by the 20th of the month following the invoice date.

4.4 We reserve the right to cancel future reservations if payments are not received in full by the due date.

5. Cancelling a reservation

5.1 Once a reservation has been made for the use of our transitional facility, you have until 48hrs prior to the flight date and time indicated on your booking form to cancel your reservation.

5.2 Any cancellation made by you must be in an email and sent to admin@als23.com

5.3 If a cancellation is made by you after the timeframe specified in clause 5.1, you will incur a cancellation fee

NZ\$600. The cancellation fee will otherwise be NZ\$400. The cancellation fee is payable by 30 days from invoice.

6. Altering a reservation

6.1 Once a reservation has been made you have until 24 hours prior to the flight date indicated on your booking form to request an alteration to the confirmed reservation.

6.2 We make no guarantee that any alteration to your reservation will be accepted by us.

6.3 If an alteration is accepted by us, you will receive confirmation from us in email.

6.4 Additional fees may apply if the alteration to the reservation requires additional services.

7. Transfer of your livestock

7.1 You authorise us to allow access to your livestock by any person ostensibly authorised by you, including any person, transport provider, agent nominated on your booking form or any government or airport authority.

7.2 You authorise us to release your livestock into the care of any person ostensibly authorised by you, including any person, transport provider or agent nominated on your booking form.

7.3 We take no responsibility for any loss or damage that is caused to your livestock or your property in the transfer or release of your livestock in accordance with this clause 7.

8. Liability

8.1 Subject to clause 9, we take no responsibility for any personal injury or death, or any loss or damage, caused to any of your property, except where caused by our gross negligence or willful misconduct.

8.2 You are liable for, and agree to indemnify us against:

- (a) any damage or loss that is caused by you or to your property; and
- (b) any claims for personal injury or death that was caused or contributed to by you or your property;

unless and only to the extent that any such loss, injury, damage or death was caused by our gross negligence or willful misconduct.

9. Warranties

9.1 Subject to clause 9.2:

- (a) the only guarantee, warranty or condition provided in relation to any of your livestock and/or property is any warranty that we expressly provide to you; and
- (b) we exclude all liability in relation to your livestock and/or property, whether in contract, tort or otherwise, including all liability for any consequential loss or damage.

9.2 Subject to clause 9.3, nothing in clause 9.1 excludes, restricts or modifies;

- (a) the application of any New Zealand consumer guarantee law;
- (b) the exercise of any right conferred by a Consumer Guarantee or Similar Provision; or
- (c) our liability under any Consumer Guarantee or Similar Provision.

9.3 Where permitted and to the full extent permitted by law, our liability under any Consumer Guarantee or Similar Provision is limited, at our option, to:

- (a) in the case of goods, the repair or replacement of those goods, the supply of equivalent goods, the payment of the cost of repairing or replacing the goods or acquiring equivalent goods; and
- (b) in the case of services, supplying those services again, or paying the cost of having the services supplied again.

10. Health and Safety

- 10.1 You are responsible for:
- (a) meeting all Health & Safety Standards and requirements in respect of the use of the services and the transitional facility by you and your representatives by providing, but not limited to, Hi-Viz vests, steel capped safety boots, NZ approved safety hard hats and safety impact vests for any of your representatives working within the transitional facility, working directly with the livestock, working on the ramps or working in stalls;
 - (b) ensuring any of your representatives working with livestock in any capacity within the transitional facility is competent in the handling of livestock;
 - (c) ensuring any of your representatives handling stalls or equipment within the transitional facility is fully competent with the operation of the stalls or any other equipment.

11. Insurance

You acknowledge that we do not provide any insurance services in relation to your use of our transitional facility.