

# **CODE OF PRACTICE**

# FOREWORD

Taranaki Relocation Specialists (NZ) Limited recognises that moving home is a stressful experience and the purpose of this Code is to demonstrate our commitment to trade in a fair and reasonable manner. In the event that this does not happen, the Code sets out in-company procedures that should enable complaints to be resolved. If this fails, then the Code provides a conciliation process aimed at resolving problems quickly and fairly.

Compliance with this Code is required of all Employees at Taranaki Relocations Ltd.

No Code of this kind can lay down detailed rules of behaviour to cover every occasion. The Code's effectiveness is dependent on the observance of its provisions in the spirit as well as the letter. Compliance with this Code is a powerful factor in maintaining and raising standards in our Company and the professional removal industry.



Compliance with this Code is required of all Employees of Taranaki Relocations Ltd that are engaged in all household/furniture removal activities for private individuals or corporate bodies.

Nothing contained in this Code affects the contractual or statutory rights of the Company or the Customer.

# 1 STANDARD OF SERVICE

Taranaki Relocations Ltd Employees will be clear and open in their dealings with Customers. They will not knowingly misrepresent facts to a Customer concerning any aspect of a removal transaction. When dealing with Customers and the general public, Taranaki Relocations Ltd Employees will behave, at all times, with honesty and integrity. They will provide Customers with clear information, avoid making additional charges for "hidden extras" and act fairly and responsibly when dealing with reasonable Customer concerns.



The Company shall maintain a high standard of service to its Customers, trade fairly and responsibly and shall not conduct its business in any manner that could bring the removal industry into disrepute.

#### The Company will:

- 1.1 Safely handle and adequately protect Customers' effects for transport and/or storage to minimise the possibility of accidental damage.
- 1.2 Comply with all relevant statutory and regulatory requirements (see Annex) and ensure that its Employees are aware of the requirements relevant to their jobs.
- 1.3 Carry out an accurate assessment of the work required and provide fixed price written Quotations without charge.
  - Quotations will include a clear description of the work to be undertaken through the use of a service specification or equivalent.
  - If the items to be moved have been identified in the form of a list, then the Company will make it clear that the Quotation applies only to the removal or storage of the items noted.
- 1.4 Provide relevant advice and information to the Customer, free of charge, prior to, during and after the removal takes place.
- 1.5 Ensure that all of its Employees offer additional help and are sensitive to the needs of vulnerable Customers e.g. those for whom English is not their first language; those with reading difficulties and the elderly or physically disabled.
- 1.6 Ensure that all of its Employees are fully aware of the Code's terms that are relevant to them and that they each play their part in ensuring that the Company comply with the Code.
- 1.7 Ensure that all Customers are made aware of the Code of Practice and the Company-wide commitment to it.
- 1.8 Not refuse to release goods for which it has no contractual liability and where no legal right (lien) exists whilst acting as a subcontractor or destination agent.

#### 2 ADVERTISING

2.1 All advertising and marketing material will be clear, legal and truthful. It will not be misleading, i.e. by containing false statements; concealing or leaving out important facts; promising to do something there is no intention of doing; or creating a false impression - even if everything stated is literally true. It must be compliant with all relevant NZ legislation.



#### 3 THE CONTRACT

Taranaki Relocations Ltd will provide the Customer with a clear description of the services to be delivered (the Quotation) and use fair and plain Contract conditions, which clearly set out the rights and obligations of each party.

#### The Contract will:

- 3.1 Show the name and address of the Company.
- 3.2 Describe the services to be provided for the price(s) quoted and clearly identify those services that are excluded e.g. onward delivery following a period of storage.
- 3.3 Provide clear information on the removal plan, itinerary or schedule especially in respect of timings where a part load or combined (groupage) service is applicable.
- 3.4 Describe the terms of payment.
- 3.5 Identify the circumstances under which any additional charges may arise e.g. storage and redelivery charges when initial delivery cannot be made for reasons beyond the control of the remover.
- 3.6 Draw the Customer's attention to any services that the he/she might expect to be offered but which would not normally be provided by the remover e.g. disconnection and/or reconnection of kitchen and other household appliances, taking down and rehanging curtains, clearing out cellars, lofts and attics, dismantling and/or erecting bedroom and kitchen furniture, children's climbing frames, greenhouses, garden sheds etc.
- 3.7 Provide the Customer with a copy of the full Contract Terms & Conditions and, in particular, draw the Customer's attention to the clauses relating to cancellation/postponement rights and charges, limits of liability and the time limit for making claims.
- 3.8 Provide clear information to Customers regarding the provisions for protecting and refunding pre-payments and deposits.
- 3.9 Incorporate an Acceptance form for the Customer's written agreement to the costs and services defined in the Quotation and to the Terms & Conditions of the Contract.



#### 4 INSURANCE & OTHER PROTECTION OPTIONS

#### 4.1 Taranaki Relocations Ltd will offer Customers:

- 4.1.1 Advice without coercion on the range of financial protections against damage and loss.
- 4.1.2 As agent, insurance against loss or damage to household goods and personal effects, where sought by the Customer.
- 4.1.3 Public liability insurance to cover property damage caused by the Company.

#### 5. PREMISES AND RESOURCES

#### 5.1 Vehicles & Equipment

Vehicles used will be presentable, roadworthy and suitable for removal work. Equipment must be suitable and adequate for the work undertaken.

## 5.2 *Offices & Warehouses*

- 5.2.1 The Company shall operate from an established commercial place of business and comply, in full, with all local and national regulations and international best practice.
- 5.2.2 The Company will have a dedicated and well maintained office area with reasonable access for the Customer.

# 5.3 *Staff*

- 5.3.1 All Employees, contracted or hired by Taranaki Relocations Ltd, shall be presentable, honest, polite and reliable.
- 5.3.2 All Employees shall be suitably qualified by means of an initial period of relevant training or adequate professional experience.
- 5.3.3 A continuing training programme shall be in place.
- 5.3.4 The Company shall maintain a written record of performance assessment and the training undertaken by each Employee, including safety related training.

#### 5.4 Packing: Method & Materials

Packing materials and method used shall be suitable for the purpose required. Environmentally friendly and disposable materials will be used and reused wherever possible and in appropriate quantities for the protection and safe transport of the goods to be moved.



#### 5.5 *Inventories & Receipts*

- 5.5.1 For consignments accepted for storage and/national or international removals, Taranaki Relocations Ltd shall provide, as agreed with the Customer, a detailed inventory or receipt.
- 5.5.2 All consignments stowed must be adequately identified and stored in such a manner as to protect them from damage, pilferage and confusion with other consignments.

#### 6 CANCELLATION OR SIGNIFICANT ALTERATION BY TARANAKI RELOCATIONS LTD

Taranaki Relocations Ltd will not cancel or significantly alter services the Company has previously confirmed in writing, unless it is necessary to do so as a result of reasons beyond its control, such as war or threat of war, riot, civil strife, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions.

- 6.1 Taranaki Relocations Ltd will agree, and confirm in writing to the Customer, a timetable and description of services to be provided and if, for any reason, these are significantly altered by the Company, it will give the Customer as much notice as possible of the changes.
- 6.2 Other than for reasons beyond its reasonable control, if the Company cancel services previously confirmed in writing, the Customer shall be informed without delay and paid within five working days of the date of notification.

#### EITHER:

- If the cancellation occurs more than 10 working days before the agreed date for the work, a refund of 100% of all monies paid;
- If the cancellation occurs within 10 working days or less before the agreed date for the work, a refund of 150% of all monies paid with the exception of any GST or insurance charge that exceeds that shown on the original removal Quotation;

OR

- If monies have not been paid, Taranaki Relocations Ltd will pay all reasonable costs incurred by the Customer as a direct result of the cancellation.
- 6.3 If Taranaki Relocations Ltd does make a Significant Alteration to the agreed timetable or services within 10 working days of the agreed date for the work, the Customer shall be informed, without delay, and given the choice of one of the following:
  - Accepting the alteration;
  - Cancelling the agreed services and receiving, within five days, a full refund of all monies paid;



- In the event that the work has already commenced, payment of all reasonable costs incurred by the Customer as a direct result of the alteration.
- 6.4 Where agreed services cannot be delivered because of Company failure, e.g. liquidation or bankruptcy, Taranaki Relocations Ltd will endeavour to obtain the services of another removal company to complete the Contract.

#### 7 COMPLAINTS, DISPUTES & CLAIMS

- 7.1 Taranaki Relocations Ltd has in place responsive and user friendly procedures for dealing with Customer complaints.
- 7.2 The Company will ensure that all Employees are instructed in the handling of complaints. Employees should always adopt a friendly positive approach and avoid a negative attitude when handling a complaint.
- 7.3 The Company will ensure that all staff are able to provide the name and contact details of the member of staff that complaints should be referred to.
- 7.4 An acknowledgement of a complaint must be provided within five working days with an endeavour to resolve the matter within one calendar month from the date of receipt of the complaint.
- 7.5 The Company will maintain a complete record of complaints from which an analysis of activities covered by the Code can be obtained. Taranaki Relocations Ltd will take action based on this information to improve its level of service to Customers.

#### 8. CONCILIATION AND ARBITRATION

In the event of a dispute, which cannot be resolved, the Customer or the Company may refer it to the conciliation service provided by a mutually agreed party. Referral of a dispute to the conciliation service does not prevent the Customer from taking subsequent legal action.

8.1 Taranaki Relocations Ltd participation and co-operation in the conciliation process shall be mandatory.

ANNEX

Current relevant statutory and regulatory requirements referred to in the Code include but are not limited to:

- Health & Safety regulations.
- Transport legislation governing the operation of goods vehicles.



#### **DEFINITIONS**

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For the purposes of this Code, definitions are as follows:

#### **Acceptance**

The formal written confirmation by a Customer of Acceptance of a Quotation and the Terms & Conditions of the Contract

#### Advertising

The promotion of removal services on websites or in any printed, viewable, audible or other form in order to attract business.

#### Code

This Code of Practice.

#### **Contract**

Document comprising an offer to provide removal and/or storage services at a specified price and incorporating an Acceptance form for completion by the Customer.

#### **Customer**

A private individual or corporate body, who contracts with Taranaki Relocations Ltd for the removal, storage or shipping of their household and personal effects.

## The Company

Taranaki Relocation Specialists (NZ) Ltd.

#### Quotation

A communication in any printed, viewable, audible or other form, which specifies the price for removal services offered by Taranaki Relocations Ltd in sufficient detail to allow a Customer to reliably purchase such services without obtaining additional information.

# Significant Alteration

A change of date or a change to the agreed removal plan or timetable or services to be provided.

#### **Terms & Conditions**

A document forming part of the Contract, which sets out the rights and obligations of each party.

Nothing contained in this Code affects the contractual or statutory rights of Taranaki Relocations Ltd or the Customer.