



## **VEHICLE BOOKING SYSTEM (VBS)**

**Specialised Container Services Tauranga Limited (SCS Tauranga)**

### **TERMS and CONDITIONS OF USE**

The terms and conditions apply to the use of the Vehicle Booking System (VBS) for any Transport Operator needing to drop-off or pick-up containers from Specialised Container Services Tauranga Limited (SCS Tauranga).

**SCS Tauranga** may amend these terms and conditions (and/or the VBS User Guide or any aspect of the VBS) from time to time. By continuing to use the VBS after any such amendment, the Registered User is deemed to have agreed to the amendment.

By registering to use the VBS, the Transport Operators accepts these terms.

#### **1. Health, Safety and Environment**

1.1. Transport Operators shall comply with all New Zealand Law including the Health and Safety at Work Act 2015 and the Land Transport Act 1998

1.2. Transport Operators will comply with all directions, instructions, and signage and other operational, security, health & safety or environmental processes, procedures, plans, policies and requirements advised or otherwise published by SCS Tauranga from time to time

1.3. When accessing any of SCS Tauranga's facilities the Transport Operator will obey the following:

- 1.3.1. Traffic and barrier management plans
- 1.3.2. Wear the appropriate PPE
- 1.3.3. Adhere to speed limits
- 1.3.4. Give way to hoists
- 1.3.5. Adjust pins and twistlocks in designated areas only
- 1.3.6. Stay in their vehicle cab at all times in operational areas.

1.4. Notwithstanding, SCS Tauranga may at any time use discretion to prohibit or restrict all or any organisations, people, vehicles, equipment or containers from accessing part of or all of SCS Tauranga's Sites (either at all or for a particular period) for health and safety, security or operational reasons.

#### **2. Definitions**

|                    |  |
|--------------------|--|
| Arrived Early      | Any Truck that arrived 16 minutes or more before the Zone commenced  |
| Arrived Late       | Any Truck that arrived 16 minutes or more after the Zone ended   |
| Check In           | Process whereby the Transport Operator arrives and advises the depot of Drop off or Pick up information    |
| Confirmed          | A VBS Timeslot booking that is successfully received by <b>SCS Tauranga</b> system                         |
| List               | Process associated with releasing a confirmed VBS Timeslot that is no longer required                      |
| No Show            | A VBS Timeslot that is unutilised  |
| On Time            | When a Truck arrives and is processed within the booked Zone   |
| Registered User    | Individuals nominated by the Transport Operator to use the 1-Stop VBS on their behalf                      |
| Transport Operator | The Transport Company, their employees and contractors undertaking work on behalf of the transport company |
| VBS Timeslot       | Booking slots made available in Zones for Transport operators to book                                      |
| Zone               | The 60 minute time zone Transport Operators select when booking a VBS Timeslot                             |

### 3. Registration

3.1. All Transport Operators arriving at SCS Tauranga will be required to have a valid VBS Timeslot booking. VBS Timeslots are to be booked through the 1-Stop website [www.1-stop.biz](http://www.1-stop.biz) and must be made in advance of arriving at the depot.

3.2. To book a VBS Timeslot, Transport Operators must register their entity and individual Users by completing the relevant application forms on the 1-Stop website [www.1-stop.biz](http://www.1-stop.biz). Anyone registering Users is authorised to provide personal information of Users to 1-Stop in connection with use of the VBS. The Privacy Statement on the 1-Stop website governs the collection, use and disclosure of such personal information. 1-Stop may track and audit the use of the VBS.

3.3. If a registration application is accepted, a username and password will be emailed to the Registered User. The log in credentials provided are intended for the Registered User only and are not assignable or transferable to any other person. Usernames and passwords must remain secure and confidential and must not be disclosed to any other person. Each Registered User is responsible and liable for any and all activities that occur under or through the use of their username and password.

3.4. Trucks arriving representing Transport Operator's that have not registered an account with 1-Stop will not be serviced.

### 4. Booking and Booking Parameters

#### 4.1. Zones:

4.1.1. Zones are 60 minutes and commence on the hour during the depots hours of operation.

4.1.2. Zones will be made available for booking 72 hours in advance.

4.1.3. The Transport Operator must arrive within the booked Zone to be processed as 'on time'. Discretion of up to 15 minutes either side of the Zone will be used to process bookings where possible.

4.1.4. If the Transport Operator arrives before the Zone has commenced or after the Zone has ended, the depot reserves the right to request the Transport Operator to exit the depot and either return during the booked Zone or rebook.

4.1.5. If the Transport Operator arrives 16 minutes or more before the Zone commences and the depot elects to process the booking, the VBS Timeslot will be considered "Early" and the associated fee will be applied.

4.1.6. If the Transport Operator arrives 16 minutes or more after the Zone has finished and the depot elects to process the booking, the VBS Timeslot will be considered "Late" and the associated fee will be applied.

#### **4.2. VBS Timeslots:**

4.2.1. A VBS Timeslot is for the Transport Operator it is booked for only and is not transferable.

4.2.2. A nominated number of VBS Timeslots will be made available for each Zone and each site. These will be visible when booking.

4.2.3 Once booked, the Zone within the VBS timeslot cannot be edited. If an alternative time is required, the transporter must list the VBS timeslot and rebook.

#### **4.3. Drop Off VBS Timeslots**

4.3.1. Transport Operators must book a "Drop Off" VBS Timeslot for each individual container they want to return to SCS Tauranga.

4.3.2. A "Drop Off" VBS Timeslot must be created a minimum of 5 minutes in advance of a Transport Operator arriving at SCS Tauranga.

4.3.3. All fields populated when booking a "Drop Off" VBS Timeslot must be true and correct. If any details are incorrect SCS Tauranga reserves the right to refuse entry.

4.3.4. If a container has a pre-existing acceptance issued by the shipping line, the drop off site will appear when the "Drop Off" VBS Timeslot is booked.

4.3.5. If a container does not have a pre-existing acceptance, the Transport Operator will be required to confirm the drop off site with their customer and select a drop off site when they book. SCS Tauranga will monitor drop off bookings and sites and amend if the selected site is not correct. If there is insufficient time to amend a site, SCS Tauranga reserves the right to redirect the Transport Operator to an alternative site on arrival without SCS Tauranga incurring any penalty.

#### **4.4. Pick Up VBS Timeslots**

4.4.1. Transport Operators must book a “Pick Up” VBS Timeslot for each individual container they want to collect from SCS Tauranga.

4.4.2. A “Pick Up” VBS Timeslot must be created a minimum of 120 minutes in advance of a Transport Operator arriving at SCS Tauranga.

4.4.3. All fields populated when booking a “Pick Up” VBS Timeslot must be true and correct. If any details are incorrect SCS Tauranga reserves the right to refuse entry.

4.4.4. When booking a “Pick Up” VBS Timeslot, the collection site will be visible. SCS Tauranga reserves the right to amend the collection site if required and will liaise with the Transport Operator as early as practicable.

#### **4.5. Listing VBS Timeslots that are no longer required – “List”**

4.5.1. If the confirmed VBS Timeslot is no longer required the Transport Operator may “List” the VBS Timeslot.

4.5.1.1. If the VBS Timeslot is listed more than 30 minutes prior to the commencement of the zone, no fee will be incurred

4.5.1.2. If the VBS Timeslot is listed 0-29 minutes prior to the zone commencing, it will be made available for re-use

4.5.1.3. If the VBS Timeslot is listed then reused, the VBS Fee will be charged to the Transport Operator’s account that utilized the VBS Timeslot

4.5.1.4. If the VBS Timeslot is listed and remains unutilized, the VBS Fee will be charged to the Transport Operator’s account that originally confirmed the VBS Timeslot

4.5.1.5. The VBS timeslot must be utilized for the same zone and cannot be moved to an alternative zone.

#### **4.6. Failing to arrive**

4.6.1. If the Transport Operator does not arrive to “Drop Off” or “Pick Up” as per the VBS Timeslot booked, the booking will automatically become a “No Show” and the associated fee will be charged.

#### **4.7 Manual Processing**

4.6.1. If a Transport Operator requests the depot either verbally or in writing to manually book a truck in to “Pick Up” or “Drop off”, and the depot is agreeable, a manual processing fee per container will apply. Transport Operators must be registered in order to be processed manually.

4.6.2. If a Transport Operator requests additional VBS Timeslots be made available in a Zone and the depot is agreeable, a manual processing fee per container will apply.

## 5. Check in

5.1. On arrival, Transport Operators must Check In, either at the Sulphur Point office or via the Intercom.

| Site              | Check in facility                |
|-------------------|----------------------------------|
| A Sulphur Point   | Check in at Sulphur Point office |
| B Triton Avenue   | Check in via the intercom        |
| C Waimarie Street | Check in via the intercom        |
| D Cross Roads     | Check in at Sulphur Point office |
| E Totara Street   | Check in via the intercom        |
| F Macrae Ave      | Check in via the intercom        |

5.2. The Transport Operator must provide the correct information at the time of Check In:

**Quote – 1.** Transport Company, **2.** Fleet Number, **3.** 1-Stop VBS Booking Reference.

The container and/or release numbers should also be available if requested.

## 6. Hours of Operation

6.1. SCS Tauranga reserves the right to amend the Hours of Operation. Transport Operators will be notified of any change via broadcast through 1-Stop or email.

|   |                    |
|---|--------------------|
| <b>Monday to Friday</b>                 | <b>0600 – 1730</b> |
| The first Zone available will be Zone 6 | 0600 – 0700        |
| The Last Zone available will be Zone 16 | 1600 – 1700        |
| <b>Saturday</b>                         | <b>0700 – 1200</b> |
| The first Zone available will be Zone 7 | 0700 – 0800        |
| The Last Zone available will be Zone 11 | 1100 – 1200        |

6.2. Transport Operators may request to Drop off or Pick Up outside of the Hours of Operation by emailing [trg.logistics@pinnacle-corp.co.nz](mailto:trg.logistics@pinnacle-corp.co.nz) .

6.3. Night shift Drop Off or Pick Up requests must be emailed no later than 1500 daily for the impending night shift. If the depot accepts and confirms the night shift bookings, the appropriate number of slots will be made available and the Transport Operator will be advised to book through 1-Stop.

## 7. Fees

7.1. By registering and utilising the VBS it is accepted that the registered Transport Operator must pay all applicable VBS charges set out in the Fee Schedule.

7.2. SCS Tauranga reserve the right to review the Fees associated with booking VBS Timeslots. Any changes to VBS Fees will be communicated via Broadcast through the 1-Stop system and the Terms and Conditions will be updated.

7.3 Fees listed in the fee schedule are exclusive of GST.

## FEE SCHEDULE

| <b>FEE DESCRIPTION – As of 9 October, 2020</b>  | <b>VBS FEE (excl GST)</b> |
|---|---------------------------|
| <b>VBS Timeslot Fee</b><br>Charged per confirmed booking for “Drop off” or “Pick Up”  | \$8.25                    |
| <b>Early Arrival Fee</b><br>Applied in addition to the VBS Timeslot fee for each VBS Timeslot serviced 16 minutes or more prior to the commencement of The Zone | \$8.25                    |
| <b>Late Arrival Fee</b><br>Applied in addition to the VBS Timeslot fee for each VBS Timeslot serviced 16 minutes or more after the end of The Zone              | \$8.25                    |
| <b>No Show</b><br>Applied in addition to the VBS Timeslot fee for each VBS Timeslot booked but not utilised   | \$8.25                    |
| <b>Manual Processing Fee</b><br>Applied per created manually on behalf of the Transport Operator.   | \$16.50                   |

## 8. Invoicing – 1-Stop Invoicing

- 8.1. Container Fees will be invoiced to transport operators by 1-Stop Connections
- 8.2. Invoices are raised monthly and represent all activity for the preceding month.
- 8.3. Invoice payment terms are twenty one days from invoice.
- 8.4. Outstanding invoices will result in a transport operators SCS VBS being suspended.
- 8.5. Reconnection of suspended accounts will attract a reconnection fee of \$100.00 + GST.
- 8.6 1-Stop and transport operators agree that section 8(4) of the Goods and Services Tax Act 1985 will not apply to container movement services booked through the app, and those services are deemed to be supplied in New Zealand.

## 9. Dispute Resolution

- 9.1. If the intended container “Drop Off” or “Pick Up” from a “VBS Timeslot Booking” does not occur due to a contributing factor from SCS Tauranga, the Transport Operator will be required to log the issue directly with SCS Tauranga within 60 minutes of the truck departing the facility. SCS Tauranga will notify 1-Stop Connections accordingly to enable any invoice dispute regarding the VBS Booking to be addressed.
- 9.2. Disputed charges must be reported to all parties and registered prior to the end of the calendar month in order to avoid invoices being generated.

9.3. If notice is not given within the above timeframe, then the invoice must be paid in full.

## **10. Suspension, termination and cancellation Invoicing**

10.1. SCS Tauranga may, in absolute discretion, at any time, with or without cause, and with or without notice:

10.1.1. Accept or reject, with or without conditions, any VBS registration application;

10.1.2. Suspend or terminate a Transport Operator's VBS registration, any or all of the access/use or rights of any Registered User or VBS operations generally (in whole or in part);

10.1.3. Release or revoke any VBS Timeslot or booking; or

10.1.4. Take any other action considered to be desirable to protect the security or integrity of SCS Tauranga's facilities, the VBS and/or SCS Tauranga's systems or to carry out maintenance or upgrades.

## **11. Liability and Indemnity**

11.1. All registered Transport Operators indemnify SCS Tauranga in respect of any loss or damage or death or injury to any person as a consequence of:

11.1.1. Any breach of this arrangement by the Transport Operator, its drivers, agents or contractors

11.1.2. Any negligent act or omission or wilful misconduct from the Transport Operator, its drivers, agents or contractors

11.1.3. Any damage to SCS Tauranga's facilities where such damage is caused by the Transport Operator, its drivers, agents or contractors except to the extent that such loss or damage is caused by a breach of this arrangement or an act or omission constituting negligence or wilful misconduct by SCS Tauranga. SCS Tauranga will indemnify and keep the Transport Company indemnified in respect of any loss or damage or death or injury to any person as a consequence of:

11.1.3.1. Any breach of this arrangement by SCS Tauranga

11.1.3.2. Any negligent act or omission or wilful misconduct from SCS Tauranga

11.1.3.3. Any damage to the carrier's property where such damage is the fault of SCS Tauranga

Except to the extent that such loss or damage is caused by a breach of this arrangement or an act or omission constituting negligence or wilful misconduct by the Transport Operator, its drivers, agents or contractors The Transport Operator indemnifies SCS Tauranga from and against any loss, cost, liability, claim or expense including legal costs suffered or incurred by SCS Tauranga in connection with the Transport Operator and its Registered User's use of the VBS including any data and information the Transport Operator and its Registered Users input and any unauthorised delivery or collection of containers, any property damage caused by any act or omission of the Transport Operator's personnel, or any breach of these terms.

## **12. Warranty of authority and accuracy**

12.1. The Transport Operator warrants that:

12.1.1. The Transport Operator has all necessary right, power, authority and legal entitlement to access and input information about, and deliver and/or collect, those containers that the Transport Operator and its Registered Users deal with using the VBS;

12.1.2. All data and information the Transport Operator and its Registered Users input into the VBS is accurate and complete.

12.2. The Transport Operator must use their best endeavours to ensure that no virus, Trojan horse, worm, or other malware is transmitted to SCS Tauranga's internal systems and networks, in accordance with good industry standards.

12.3. Any information made available through the VBS is confidential and may only be used for the delivery or collection of containers to/from SCS Tauranga's facilities.

## **13. Disclaimer**

13.1. The Transport Operator uses the VBS at their risk. The VBS is provided on an 'as is' and 'as available' basis. SCS Tauranga cannot, and do not, guarantee access to or availability of the VBS; that information in or accessed through the VBS is current, accurate or complete; or that the Transport Operator's use of the VBS will be uninterrupted, timely, and secure, or error or fault free, and no warranty is given in respect of the same.

13.2. To the maximum extent permitted by law SCS Tauranga will not be liable whether in contract, tort including negligence or otherwise for any damage, liability, loss, or expense suffered or incurred by the Transport Operator in connection with the Transport Operator's or its Registered Users use of the VBS; or the Transport Operator's inability to use the VBS, access SCS Tauranga's Facilities or deliver or collect containers using the VBS. If for any reason SCS Tauranga cannot rely on this exclusion of liability, SCS Tauranga's liability to the Transport Operator will be limited to \$100 and in no event will SCS Tauranga be liable to the Transport Operator for any loss of profits, savings, and goodwill or business opportunity or for any indirect or consequential loss.

## **14. Miscellaneous**

14.1. These terms, together with the other documents referred to in these terms, are governed by, and shall be construed, in accordance with the law in the country in which SCS Tauranga's facilities exists and for which the VBS is being used and constitute the entire agreement between SCS Tauranga and the Transport Operator for the access and use of the VBS.

14.2. If any provision of these terms is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, that provision will be amended to the extent necessary to make it legal, valid and enforceable without altering its meaning or intent or, if that is not possible, that provision will be severed from these terms. In any event, the remaining provisions of these terms will remain in full force and effect.