



MetroBox Limited

Carrier Access Arrangement

LAST UPDATED 20 September 2019

1. Overview

1.1. MetroBox Limited, Hamilton (MBX, Hamilton) is committed to the highest principles and standards of safety, operational excellence, customer focus and continuous improvement.

2. Site Safety Requirements

2.1. MBX Hamilton places the utmost importance on site safety for all workers, visitors and public who access the depot. We have a zero tolerance stance to behaviours that contravene our critical risk protocols. Safety is a fundamental component of our operations and it is incorporated into all our business relationships and processes.

2.2. Truck drivers must complete a site specific induction as and when required by site management.

2.3. Truck drivers must be licensed and deemed competent by their employer to safely operate a truck and its configurations.

2.4. The truck and/or trailer must be registered, road worthy and maintained to a condition as per NZTA / Manufacturers recommendations.

2.5. Truck drivers shall not access the top of trucks or containers (point of work) where a fall, the potential of which is equal to or greater than two meters exists.

2.6. Truck drivers must ensure all twist locks are in the ready position for container loading or unloading. Pins are to be adjusted in designated pin zones only. Damage resulting from failure to correctly position container locking pins will be the responsibility of the driver.

2.7. Truck drivers must secure the twist locks in the designated pin zones. All four twist locks must be secured before leaving the depot.

2.8. Twist locks on each of the four corners of the container must be present and in working condition.

2.9. Truck drivers must keep at least 2 meters behind the vehicle in front at all times whilst on this site and ensure that the park brake is on before exiting their vehicle.

2.10. Truck drivers must wait until they reach the front of the queue, before exiting their truck and booking in at the site office.

3. Traffic Management and site rules

- 3.1. Truck drivers entering the MBX Hamilton site must comply with the Traffic and Barrier Management plan (TBMP) as well as the “Conditions of Entry” displayed at the site office.

4. Container Depot Access

- 4.1. Container Transport Operator (CTO) access to MBX Hamilton is by pre transacted “Notification” through containerchain.co.nz
- 4.2. CTO’s will be required to have an active commercial account with Containerchain New Zealand Limited via containerchain.co.nz in order to pre transact “Notifications”.

4.3. Returning an Empty Container

- 4.3.1. All containers being returned to MBX Hamilton will require a “Notification” to be made by the CTO in containerchain.co.nz prior to the truck arriving at the depot.
- 4.3.2. All “Notifications” will require the truck number to be recorded by the CTO prior to the arrival of the truck at the depot.

4.4. Picking Up an Empty Container

- 4.4.1. All containers to be picked up from MBX Hamilton will require a “Notification” to be made by the CTO in containerchain.co.nz prior to the truck arriving at the depot.
- 4.4.2. All “Notifications” will require the truck number, container door direction and trailer pins location to be recorded by the CTO prior to the arrival of the truck at the depot.

4.5. Returning an Empty Repo (Bulk Run) Container

- 4.5.1. All containers being returned to MBX Hamilton will require a “Bulk Run Gate In” Notification to be completed by the CTO in containerchain.co.nz prior to the truck arriving at the depot.
- 4.5.2. All “Bulk Run Gate In” Notifications will require the truck number to be recorded by the CTO Prior to the arrival of the truck at the depot.

4.5.3. If a truck arrives at MBX Hamilton and their truck number has not been assigned to the notified Bulk Run, MBX Hamilton will not be able to service the truck.

4.6. Picking Up an Empty Repo (Bulk Run) Container

4.6.1. All containers being collected from MBX Hamilton will require a "Bulk Run Gate Out" Notification to be completed by the CTO in containerchain.co.nz prior to the truck arriving at the depot.

4.6.2. All "Bulk Run Gate Out" Notifications will require the truck number to be recorded by the CTO prior to the truck arriving at the depot.

4.6.3. If a truck arrives at MBX Hamilton and their truck number has not been assigned to the notified Bulk Run, MBX Hamilton will not be able to service the truck.

5. Notification Times information

5.1. Notification windows will be made available 48 hours prior.

5.2. Notification times will be in 30 minute windows. Discretion of up to 30 minutes either side of the notification will be used.

6. Container Fees

6.1. A Container Fee is applicable for each "Notification".

6.2. The Container Fee applicable at MBX Hamilton for a Return and Pick Up "Notification" is \$11.00 + GST Per container.

6.3. The Container Fee applicable at MBX Hamilton for a "Bulk Run" Return and Pick Up "Notification" is \$11.00 + GST Per container.

6.4. The container fee free period will exist from 23 September 2019 to 6 October 2019

6.5. The Container Fee will apply from 7 October 2019

6.6. The Container Fee will be reviewed annually

7. Truck Arrival Procedure

7.1. Based on Safety and operational considerations, MBX Hamilton have an expectation for trucks to arrive during the nominated "Notification Window".

7.2. When a truck driver arrives at MBX Hamilton's container control office, the driver will be required to quote both the "Release" or "Container Number", and their "truck number" to the Container Controller. This information is used to identify and activate the transaction in the site operating system. Upon verification of a valid Notification, the truck driver will then be directed where to proceed.

- 7.3. If a truck arrives at MBX Hamilton earlier than the nominated “Notification Window”, based on safety and operational considerations, MBX Hamilton may request the driver to exit MBX Hamilton and return during the nominated “Notification Window”.
- 7.4. If a truck arrives at MBX Hamilton later than the nominated “Notification Window”, based on safety and operational considerations, MBX Hamilton may request the driver to exit MBX Hamilton and re notify for a subsequent “Notification Window”.
- 7.5. If a truck is serviced during the nominated “Notification Window”, the Containerchain system will indicate the performance of the CTO in respect of that “Notification” as being “On Time”.
- 7.6. If a truck is serviced before the commencement of the nominated “Notification Window”, the Containerchain system will indicate the performance of the CTO in respect of that “Notification” as being “early”, no penalties will apply. Servicing a truck before the commencement of the nominated “Notification Window” is at the discretion of the depot.
- 7.7. If a truck is serviced after the expiration of the nominated “Notification Window”, the Containerchain system will indicate the performance of the CTO in respect of that “Notification” as being “late” No penalties will apply. Servicing a truck after the expiration of the nominated “Notification Window” is at the discretion of the depot.
- 7.8. Truck drivers must ensure they do not cause queuing into Crawford Street as a result of their arrival.

8. Failure to arrive for a Notification

- 8.1. If a truck fails to arrive on the day of the “Notification”, for reporting purposes, the performance of the CTO in respect of that “Notification” will be considered a “No Show”.
- 8.2. “Unutilised Notifications” will be charged the “Container Fee”.

9. Arrival without a Notification

- 9.1. Trucks arriving without a notification will be processed at the Depot’s discretion.
- 9.2. Trucks arriving with no registered account and no booking will be turned away.

10. Cancelled Notifications

- 10.1.A “Notification” can be cancelled by a CTO up to 30 minutes prior to the commencement of a “Notification Window” and the “Container Fee” will not be charged.
- 10.2.If a “Notification” is cancelled by a CTO after this time the “Container Fee” will still be charged.
- 10.3.MBX Hamilton may also be required to cancel a “Notification” on behalf of a CTO due to internal operational issues. If this occurs the CTO will be advised by email and the corresponding “Container Fee” will not be charged.

11. Invoicing

11.1. Container Fees will be invoiced to CTO's by Containerchain on behalf of MBX Hamilton

11.2. Invoices are raised monthly and represent all activity for the preceding month.

11.3. Invoice payment terms are strictly twenty days from date of invoice.

11.4. Outstanding invoices will result in a CTO's Containerchain account being suspended.

12. Dispute Resolution

12.1. If the intended container return or pick up from a "Notification" does not occur due to a contributing factor from MBX Hamilton, the CTO is required to log the issue with containerchain.co.nz's Helpdesk immediately after the truck departs MBX Hamilton. This is to enable any potential invoice dispute regarding the "Notification" to be addressed.

12.2. Disputed invoices can be taken up with Containerchain Help Desk.

13. Liability and Indemnity

13.1. The carrier must indemnify and keep indemnified MBX Hamilton in respect of any loss or damage or death or injury to any person as a consequence of:

13.2. Any breach of this arrangement by the carrier, its drivers, agents or contractors;

13.3. Any negligent act or omission or wilful misconduct of the carrier, its drivers, agents or contractors; and

13.4. Any damage to MBX Hamilton property where such damage is the fault of the carrier, its drivers, agents or contractors,

13.5. 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 MBX Hamilton, MBX Hamilton must indemnify and keep indemnified the carrier in respect of and loss or damage or death or injury to any person as a consequence of:

13.5.1. any breach of this arrangement by MBX Hamilton;

13.5.2. any negligent act or omission or wilful misconduct of MBX Hamilton; and any damage to the carrier's property where such damage is the fault of MBX Hamilton.

14. 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 carrier, its drivers, agents or contractors.

15. Fatigue Management

15.1. Carriers are required by law to ensure drivers do not exceed their maximum regulated hours for driving and working. MBX Hamilton will assist in every way to notify carriers of current and possible delays. These notifications will be sent via our “Message Alert System” which sends emails and SMS messages to registered users.

15.2. All carriers are responsible for managing their driver’s hours and carriers must change over drivers who have worked their maximum number of hours. If the carrier is unable to change drivers, then the carrier must withdraw and move the truck away from MBX Hamilton.

16. Depot Opening Hours

Day to Day Operations:

Monday - Friday 7:00am to 5:00pm
(excluding public holidays)

17. Alterations to these Carrier Access Arrangements

17.1. MBX Hamilton reserves the right to alter these Carrier Access Arrangements.

17.2. CTO’s will be advised of alterations to this arrangement by email and all alterations will be posted on the Containerchain website.