



TERMS AND CONDITIONS OF SERVICE

(in these Conditions – “The Carrier” shall mean the Company, the name of which appears on the face of this document which expression shall include unless the context otherwise requires its servants, agents and sub-contractors.)

1. The Carrier IS NOT A COMMON CARRIER and will accept no liability as such. This Carrier reserves the right to refuse the carriage of transport of goods for any person, corporation or company and the carriage or transport of any class of goods at its discretion.
2. The goods are accepted by the Carrier subject to the following conditions (a) That they comply with the requirement of any applicable law relating to the nature, condition and packaging of the goods and the expenses and charges of the Carrier in complying with the provisions of any such law or with any order or requirement thereunder or with the requirement of any harbour, dock, railway, shipping customs, warehouse, or other authority or Company shall be paid by the Consignor. (b) If any of the goods are subject to the control of the Customs all customs or excise shall be paid by the consignor. (c) That the goods are fully described in writing in the space provided hereon the name and the nature and the value of all goods subject to special rates of carriage, or of a noxious, dangerous, hazardous or inflammable nature or capable of causing damage or injury to any other goods, or to any persons or animals with which or to any store, vessel, vehicle, wagon, van, aircraft of other conveyance of any kind whatsoever in which they may be loaded, carried, packed or stored, or which are liquid or partly liquid, and that additional freight charges shall be paid on such goods if deemed necessary by the Carrier. (d) The Carrier shall not be bound by any agreement shall be in writing and signed on behalf of the Carrier by an Officer of the Carrier.
3. (i) Goods are at the risk of the Consignor not the Carrier and the Carrier shall not be responsible in tort or contract or otherwise for loss or damage to or deterioration of goods wither in transit or storage, or for any reason whatsoever, including without limiting the foregoing the negligence or wilful act or default of the Carrier or others. This clause shall apply to all loss, damage, deterioration or failure to deliver, or delay in delivery whether or not it occurs in the course of performance by the Carrier, or in events which are in the contemplation of the Carrier and/or the Consignor, or in events which are foreseeable by them or either of them, or in events which would constitute a fundamental breach of the contract, or a breach of a fundamental term.
(ii) (a) The Carrier's liability for breach of a condition or warranty implied by the Trade Practices Act 1974 shall hereby be limited to one or more of the following the choice being at the discretion of the Carrier, namely, in the case of goods, the replacement of the goods OR the supply of equivalent goods OR of acquiring the equivalent goods OR payment of the costs of having the goods repaired OR in the case of services to the supply of the services again OR payment of the cost of having the service supplied again, (b) The Consignor expressly acknowledges and agrees that no representations have been made by the Carrier or by anyone on the Carrier's behalf in connection with the carriage or transport of the goods and that the Consignor has agreed to these terms and conditions after having completed to his satisfaction such investigations and enquiries as the Consignor desires to make and the Consignor further acknowledges and agrees that there are no other conditions, understandings, agreements, warranties, or representations whether expressed or implied in any way extending defining or otherwise relating to the provisions hereof in respect of the carriage or transport of the goods, (c) in the event of the contract including any handling, installation, removal, assembly or erection of any kind whatsoever, however arising caused or incurred or occurring during any part of the movement. The disclaimer extends to include not only loss of or damage to itemised equipment itself but loss, damage or injury to any person property or thing damaged during the movement and to include any loss consequently or otherwise arising from any loss, damage or injury aforesaid.
4. Freight shall be considered earned whether the goods are delivered to the Consignee or not, and whether damaged or otherwise under not circumstances will any payment for freight be refunded.
5. Every special instruction to the effect that charges shall be paid by the Consignee shall be deemed to include a stipulation that if the Consignee does not pay the said charges within fourteen (14) days of the date set for payment or, if no date is set for payment, within fourteen (14) days of delivery or tenured delivery of the goods, then the Consignor shall pay the said charges.
6. The Carrier may charge freight by weight, measurement or value, and may at any time re-weigh or re-value or re-measure or require the goods to be re-weighed or re-valued or re-measured and charge proportional additional freight accordingly.
7. These conditions shall be governed and construed in accordance with the laws of the State in which the consignment note is issued and any proceedings against the Carrier shall be brought in that State and not elsewhere within twelve (12) months from date of contract.
8. Should the Consignee of the goods describe hereon not be in attendance at the address given during normal trading hours, when delivery is attempted, an additional charge may be made at ruling rates for each call until delivery is accomplished.
9. The Carrier will deliver goods at intermediate points only by special arrangement and then provided facilities are available at all hours.
10. Goods may be on-forwarded by any means at the Carrier's discretion.
11. The Carrier will arrange for the carriage of the goods by any independent contractor or sub-contractor of the Carrier.
12. In respect of any clause herein which excludes or in any way limits the liability of the Carrier in respect of this carriage of goods, the Carrier in addition to acting for himself is acting as an agent of any trustee for each of his servants and also any other person or company with whom the Carrier may arrange for the carriage of the goods and the servants of such person or company so that his servants and such person or company and his or its servants are parties to this contract so far as the said clause or clauses containing exclusions or limitations of liability are concerned and if in so far as may be necessary to give effect to this clause the Carrier shall hold the benefit of these conditions for his servants and for any such person or company and his or its servants.
13. All the rights, immunities and limitations of liability in the above conditions of carriage shall continue to have their full force and effect in all circumstances and notwithstanding any breach of the contract or of any conditions hereof by the Carrier.
14. (a) PACKING: In regard to goods which the Carrier has been requested by the Consignor to pack and which are described on the face hereof, the Carrier shall not be liable for any damage or loss whatsoever whether in the course of packing or in transit or otherwise and howsoever occasioned to the said goods or any of them. (b) When the Carrier is required to load or unload any liquids, partly liquids substances or any commodities or products into bulk tanks or vessels, drums or containers, he shall not be liable for any loss, damage or contamination of product during any such loading or unloading operation or packing, whilst such product is in transit by any means of transportation or whilst goods are held in store or bulk storage tanks for any reason whatsoever.
15. The Carrier may carry all goods or to have them carried by any method which the Carrier in its absolute discretion deems fit and notwithstanding any instructions verbal or otherwise of the Consignor that the goods are to be carried by another method.
16. The goods are accepted subject to a general lien for all charges now due or which may hereafter become due to the Carrier on any account. If the lien is not satisfied and/or the goods are not collected, the Carrier may at its option, and without notice, in the case of perishable goods forthwith and in any other case upon the expiration of one month either (i) remove such goods or part thereof and store them in such place and manner as the Carrier shall think proper and at the risk and expense of the Consignor or as the case may be or (ii) open any package and sell such goods or part thereof upon such terms as it shall think fit and apply the proceeds in or towards discharge of the lien and costs of sale without being liable to any person for any loss or damage thereby caused.
17. INSURANCE WILL NOT BE ARRANGED BY THE CARRIER EXCEPT WITH THE EXPRESS INSTRUCTIONS IN WRITING OF THE CONSIGNOR AND THEN ONLY AT HIS EXPENSE AND ON LODGEMENT OF A DECLARATION AS TO THE VALUE PRIOR TO COLLECTION.
18. When insurance cover has been arranged by the Carrier and the Consignee has signed an unqualified receipt, transit damage must be notified within 48 hours, otherwise claims will not be recognised.
19. In respect of contracts made in Queensland these conditions shall be read subject to the Carriage of Goods by Land (Carrier's Liability) Act 1967 of the State but except where repugnant to the provisions of that Act shall continue to apply.
20. Viz "The Consignor authorises the Carrier (if the Carrier should think fit to do so) to contract either on his own name as principal or as agent for the Carrier of the goods and any such contract will be made upon the terms and subject to the conditions of any Bill of Lading or other forms or terms of contract for carriage, whether by sea, rail, road or air"