



WA FREIGHT GROUP

# TERMS AND CONDITIONS OF CONTRACT

1. In these conditions: -  
"Carrier" shall mean "WA Freight Group" as the case may be either or any of "W.A. FREIGHTLINES PTY LTD (ABN 26 051 918 015)" "JETSTYLE EXPRESS (ABN 96 077 984 653)" and the business "JOLLY'S TRANSPORT SERVICES PTY LTD (ABN 16 097 891 248)" and includes their successors or assigns, and their servants and agents.  
"Contract" means both the consignment note marked "Tax Invoice" and these conditions of contract and includes any duplicates thereof.  
"Sub-Contractor" shall mean and include: -  
(i) All companies which are subsidiaries of the Carrier within the meaning of that expression as defined in Corporations Act 2001;  
(ii) Railways operated by the Commonwealth of Australia or by any State or Territory forming part thereof and each of their successors or assigns and each of their servants and agents;  
(iii) Any other person, firm or company with whom the Carrier may arrange for the carriage of any goods the subject of this Contract and each of their respective servants or agents.  
"Customer" shall mean either the consignor, the consignee or a nominated third party as applicable.
2. The Carrier is NOT A COMMON CARRIER and will accept no liability as such. All articles are carried or transported and all storage and other services are performed by the Carrier subject only to these conditions AND THE CARRIER RESERVES THE RIGHT AT ITS DISCRETION TO REFUSE THE CARRIAGE OR TRANSPORT OF ARTICLES FOR ANY PERSON FIRM OR COMPANY AND THE CARRIAGE OR TRANSPORT OF ANY CLASS OF ARTICLES. The Carrier shall not be bound by any agreement purporting to vary these conditions unless such agreement is in writing and signed on its behalf by a Director or Secretary of the Carrier or by a Manager of a trading division of the Carrier if so authorised by a Director or Secretary of the Carrier.
3. The Customer hereby authorises the Carrier (if it should think fit to do so) to arrange with a Sub-Contractor for the carriage of any goods the subject of this Contract (ratified upon delivery of the said goods to any such Sub-Contractor) and such Sub-Contractor shall thereupon be entitled to the full benefit of these terms and conditions to the same extent as the Carrier. In so far as it may be necessary to ensure that such Sub-Contractor shall be so entitled the Carrier shall be deemed to enter into this Contract for its own benefit and also as trustee for the Sub-Contractor.
4. If the Customer instructs the Carrier to use a particular method of carriage whether by road, rail, sea or air, the Carrier will give priority to the method designated but if that method cannot conveniently be adopted by the Carrier (and as to this the Carrier shall be sole judge) the Customer shall be deemed to have authorised the Carrier to carry or have the goods carried by another method or methods.
5. Where a particular method of carriage is delayed under instructions of the Customer or by circumstances beyond the control of the Carrier, the goods will be warehoused or stored at the Carrier's discretion and at the Customer's expense.
6. All goods to be forwarded shall be subject and liable in every respect to all terms, conditions and requirements which may be imposed by a highway, port, harbour, dock, railway, shipping, airway or any other Public Authority or Government Department or Office and any additional expense or charges arising by reason of such terms and conditions shall be paid by the Customer.
7. (i) If and only if the Customer has agreed to their goods being automatically covered as signified by payment of the surcharge on this contract as agreed from time to time, then the Customer may submit a claim to the carrier in relation to the loss of or damage to the consignment, the subject of this Contract, which may be payable up to a limit of \$500.00.  
(ii) Subject to sub-clause 7(i) above and clauses 22 and 23 hereof, the customer acknowledges that the goods are provided by the Customer to the Carrier for the purposes of this Contract solely at the risk of the Customer and no responsibility in tort, contract or otherwise (including negligence), will be accepted by the Carrier or Sub-Contractor for any loss of, damage to or deterioration of goods or misdelivery, failure to deliver or delay in the delivery of goods including, but not limited to, heavy machinery, haulage equipment and chilled, frozen, refrigerated or perishable goods, either in transit or in storage or otherwise for any reason whatsoever.  
(iii) Fragile materials, including but not limited to glass, porcelain and china whether they form part of the whole of a good received by the Carrier, are not covered under clause 7(i) above and are excluded from any form of cover
8. Nothing in these conditions constitutes the carrier as insurers of the goods at any time and it is the customers responsibility to arrange adequate insurance for the goods.
9. Goods shall be deemed to be in transit notwithstanding that the carriage of the goods may have been interrupted or the Carrier may have diverted from the usual route for such carriage.
10. (i) The Carrier is authorised to deliver the goods at the address given to the Carrier by the Customer for that purpose and it is expressly agreed that the Carrier shall be taken to have delivered the goods in accordance with this Contract if, at that address, a receipt or signed delivery docket for the goods is given to the Carrier.  
(ii) If the nominated place of delivery should be unattended or if any delivery cannot otherwise be effected by the Carrier, the Carrier may at its option deposit the goods at that place (which shall be conclusively presumed to be due delivery hereunder) or store the goods and if the goods are stored by the Carrier the Customer shall pay or indemnify the Carrier for all costs and expenses incurred in or about such storage in the event that the goods are stored by the Carrier the Carrier shall be at liberty to re-deliver them to the Customer from the place of storage at the Customer's expense.  
(iii) Where goods are accepted for forwarding by rail to an address in a town or place where the Carrier has no receiving depot the goods shall be deemed duly delivered according to this Contract if they are delivered to the nearest railhead.
11. The Carrier's charges shall be considered earned as soon as the goods are loaded for carriage or transport.
12. The Customer will be and remain responsible to the Carrier for all its proper charges incurred for any reason. A charge may be made by the Carrier in respect of any delay in excess of 30 minutes in loading or unloading occurring other than from the default of the Carrier. Such permissible delay period shall commence upon the Carrier reporting for loading or unloading. Labour to load or unload shall be the responsibility and expense of the Customer.
13. It is agreed that the Customer shall be responsible for the conformity of any containers, packaging or pallets with any requirements of the Carrier or any Consignee (Receiver) and for any expense incurred by the Carrier arising from the failure to so conform.
14. Payment must be made by the party named under the "Charge To" heading of this Contract within seven (7) days of the date stipulated for payment, or if no date is set for payment, within seven (7) days of delivery or tendered delivery of the goods. If the party named under the "Charge To" heading of this Contract does not pay the amount due and owing within thirty (30) days of the date of delivery or tendered delivery of the goods, then the Customer is liable to pay the amount due and owing forthwith.
15. If any Customer fails to pay charges in accordance with this Contract due to the Carrier in respect of any service rendered by the Carrier on reasonable demand therefore being made, the Carrier may detain and sell all or any of the goods of that Customer which are in its possession and out of the monies arising from the sale retain sufficient to pay the charges and all charges and expenses of the detention and sale and shall render the surplus, if any of the monies arising from the sale of and such of the goods as remain unsold to the Customer or as the Customer may, in writing to the Carrier, direct. Any such sale shall not prejudice or affect the liability of the Customer to pay the charges due or payable and cost of the said detention and sale.
16. The Customer by himself or herself or his or her servants or agents shall not tender for carriage any explosive, inflammable or otherwise dangerous or damaging goods, without presenting a full description of those goods and in default of doing so, the Customer shall be liable for all loss and damage suffered by the Carrier and by any other person, firm or company as a consequence of the carriage or transport or attempted carriage or transport any such goods. On no account shall the Customer tender for carriage any illegal or prohibited good or substance.

Please initial to acknowledge the above \_\_\_\_\_



WA FREIGHT GROUP

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17. WA Freight Group shall be entitled to open any document, wrapping, package or other container in which the goods are placed or carried, to inspect the goods to determine the nature or condition or for the purpose of determining their ownership or destination where any consignment note or other identifying document or mark is lost, damaged, destroyed or defaced.
18. The Customer expressly warrants with the Carrier that the Customer is either the owner or the authorised agent of the owner of any goods or property the subject matter of this Contract and by entering into this Contract the Customer accepts these conditions for himself or herself and as well, for all other persons the Customer is or may be representing. The Customer agrees to indemnify the Carrier in respect of any loss or damage to any person who claims to have, who has or hereafter has any interest in the goods or part thereof.
19. It is agreed that the person delivering any goods to the Carrier for carriage or forwarding or accepting the said goods is authorised to sign any consignment note or other written acknowledgement for and on behalf of the Customer.
20. The Carrier reserves the right to re-quote the price and/or rates fixed under this Contract, should there be in the future, any increase or increases in the cost of any one or more of the items of cost to the Carrier of carrying on its operations, howsoever arising which take effect at any time prior to completion of the work involved under this Contract.
21. The carrier reserves the right to re-weigh, re-count or re-measure all consignments at any stage and in the result of a discrepancy may re-price or re-quote accordingly.
22. If the Customer declares the weight and dimensions or states a specific make or model or other identification details of any goods the subject of this Contract the Customer shall be responsible for any resulting losses or costs whatsoever including consequential losses or costs arising from any error or discrepancy in such information. Also should any error or discrepancy in such information declared by the Customer be made manifest the Carrier reserves the right to re-quote the price and/or rates under this Contract.
23. If the Carrier is liable for damage to or loss of the goods or any part thereof, no claim in respect of such loss or damage may be made unless notice of the claim is lodged in writing at an office of the Carrier in the State in which delivery was or ought to have been effected within seven (7) days after delivery was or would in the ordinary course of business have been effected.
24. These conditions shall be governed and construed in accordance with the laws of the State in which the Contract is issued and any legal proceedings against the Carrier shall be brought in the State of Western Australia and not elsewhere within twelve (12) months of the date of the Contract.
25. In respect of contracts made in Queensland and in any other case where any carriage or any part thereof is subject to the Carriage of Goods by Land (Carrier's Liability) Act 1967 of that State, these terms and conditions shall continue in full force and effect except to the extent that they are or any part thereof is void by operation of that Act.
26. Notwithstanding anything herein contained the Carrier shall continue to be subject to any implied warranty provided by the Trade Practices Act 1974 (as amended) and/or any other legislation, State, Commonwealth or otherwise, if and to the extent that the said Act is applicable to this Contract and prevents the exclusion, restriction or modification of any such warranty. In particular, if the Customer is a consumer for the purposes of the Trade Practices Act, the Carrier shall for all purposes be responsible to re-perform the service or pay for the services to be re-performed where the Carrier is responsible so to do. Subject always to the provisions of "Dangerous Goods (Road Transport) Regulations 1983" and any amendments.
27. The Customer acknowledges it is aware of and understands any applicable legislation relating to the disposal of uncollected goods and confirms that its place of abode for the purpose of that legislation is that set out on the documentation evidencing this Contract.
28. It is hereby agreed that if any provision or part of any provision of this Contract is unenforceable such unenforceability shall not effect any other part of such provision or any other provision hereof.
29. All goods received by the Carrier for the carriage forwarding or storage are accepted subject to the condition that the Carrier will accept no responsibility for the collection of cash on delivery or any payments on behalf of the Customer or any other person. When goods are tendered by any person with instructions for the Carrier to collect any such payments the Carrier shall not be bound by such instructions notwithstanding that the Carrier may accept the goods as tendered and perform other services of carriage, forwarding or storage in relation to those goods
30. All the rights immunities and limitations of liability contained in the above terms and the terms and conditions of this Contract shall continue to have their full force and effect in all circumstances and notwithstanding any breach of this Contract or any of these terms and conditions hereof by the Carrier or any person entitled to the benefit of such provisions.
31. The Customer agrees to pay any expenses, costs or disbursements incurred by the Supplier in recovering any outstanding monies including debt collection commission, charges, legal fees, along with all solicitors costs incurred by the Supplier shall be paid by the customer.
32. These Conditions and any Further Terms are governed by and are to be interpreted in accordance with the laws and by mutual consent to be subject to the jurisdiction of the Courts in the state in which the supplier carries on business.
33. Amendments to Terms are acknowledged and agreed that notification of such amendments by ordinary post shall be deemed to have been received and it is expressly agreed that such changes are to take effect seven (7) days from the mailing of such advice.
34. In the event that moneys due by the Customer to the Supplier are not paid by the due date or the Customer is declared bankrupt or gives any authority to a trustee under section 188 of the Bankruptcy Act, or commits any act of bankruptcy, or ceases to trade or carry on business in the usual manner, or where the Customer is a company a petition for winding up is filed, or an administrator or receiver is appointed then all moneys owing by the Customer to the Supplier will become immediately payable without the necessity for any demand for payment of those moneys being made by the Supplier.
35. The Customer acknowledges and accepts these terms and conditions.

Client signature \_\_\_\_\_ Client Name (PRINT) \_\_\_\_\_

Company Name \_\_\_\_\_ Date \_\_\_\_\_

Terms and Conditions 09/02/2010as amended.