

TERMS AND CONDITIONS OF CONTRACT

1. In these conditions:-
"Carrier" shall mean the Company the name of which appears on the face of this document its servants and agents.
"Sub-Contractor" shall mean and include:-
Any other person, firm or company with whom the Carrier may arrange for the carriage of any goods the subject of this contract: and any person who is new or hereafter a servant, agent, employee or sub-contractor of any of the persons referred to.
2. The Carrier is not a Common Carrier and will not accept liability as such. All goods 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 TO REFUSE THE CARRIAGE OR TRANSPORT OF ARTICLES FOR ANY PERSON, CORPORATION OR COMPANY AND THE CARRIAGE OR TRANSPORT OF ANY CLASS OF ARTICLES AT ITS DISCRETION.
3. The Consignor hereby authorises the Carrier (if it should think fit to do so) to arrange with a sub-contractor or sub-contractors for the carriage of any goods the subject of this contract. Any such arrangement shall be deemed to be ratified by the Consignor upon delivery of the said goods to such sub-contractor or sub-contractors who shall there upon be entitled to 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 or sub-contractors shall be so entitled the Carrier shall be deemed to enter into this contract for its own benefit and also as agents for the sub-contractor or sub-contractors.
4. If the Consignor expressly or impliedly instructs the Carrier to use or it is expressly, or impliedly agreed that the Carrier will use particular method of handling or storing the goods or a particular method of carriage whether by road, rail, sea or air the Carrier will give priority to the method but if it cannot conveniently be adopted by the Carrier, the Consignor hereby authorises the Carrier to handle or store or to carry or have the goods carried by another method or methods.
5. The goods are at risk of the Consignor and not the Carrier and unless expressly agreed in writing and subject to clause 21 hereof the Carrier shall not be responsible in tort or contract or otherwise for any loss or damage to or deterioration of goods or mis-delivery or failure to deliver or delay in delivery of goods either in transit or in storage for any reason nor for any consequential loss or injury of any kind whatsoever including without limiting the foregoing the negligence or wilful act or default of the Carrier or others and this clause shall apply to all such loss of or damage to or deterioration of goods or mis-delivery or failure to deliver or delay in delivery of goods nor for any consequential loss or injury of any kind whatsoever as aforesaid whether or not the same occurs in the course of performance by the Carrier of the contract 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 thereof.
6. The Carrier is authorised to deliver the goods at the address given to the Carrier by the Consignor 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 he obtains from any person a receipt or signed delivery docket for the goods.
7. It is agreed that the person conveying any goods to the Carrier for carriage or forwarding is authorised to sign for the Consignor.
8. The Consignor expressly warrants with the Carrier that the Consignor is either the owner or the authorised agent of the owner of any goods or property the subject matter of this contract or cartage and by entering into this contract the Consignor accepts these conditions of contract for the Consignee as well as for all other persons on whose behalf the Consignor is acting.
9. Notwithstanding clause 5 above it is expressly agreed that all the rights, immunity, exemptions from and limitations of liability granted to the Carrier by the provisions set forth in the above conditions of contract shall have and continue to have their full force and effect in all circumstances, whether or not the same occur in the course of performance by the Carrier of the contract or are in contemplation of the Carrier and/or the Consignor or are foreseeable by them or either of them or would constitute a fundamental breach of the contract or a breach of a fundamental term thereof.
10. The Consignor hereby authorises any deviation from the usual route or manner of cartage of goods which may in the absolute discretion of the Carrier be deemed reasonable or necessary in the circumstances.
11. The Carrier's charges shall be considered earned as soon as the goods are loaded and dispatched from the Consignors premises.
12. The Consignor 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 or any delay other than from the default of the Carrier.
13. If any person fails to pay charges due to the Carrier in respect of any services rendered by the Carrier on reasonable demand being made in accordance with contract, the Carrier may detain and sell all or any of the goods of that person which are in its possession and out of the money arising from the sale retain charges so payable and all charges and expenses of the detention and sale, and shall render the surplus if any moneys arising from the sale of and such of the goods as remain unsold to the person entitled thereto. Any such sale shall not prejudice or affect due or payable in respect of such services of the said detention and sale. **Please pay within terms: It is a condition of sale that you agree to pay any cost, including administration charges, debt collection commissions and legal fees that are incurred in collecting overdue accounts.**
14. The Consignor or his authorised agent shall not tender for carriage any explosive, inflammable or otherwise dangerous or damaging goods without presenting a full description disclosing their explosive, inflammable or otherwise dangerous or damaging character of these goods and in default of so doing shall be liable for all loss and damage caused thereby.
15. Where by express agreement the Carrier becomes responsible for damage to or loss of goods no claim for such loss or damage will be allowed unless lodged in writing to an office of the Carrier in the State in which delivery was affected within seventy-two (72) hours after delivery was given.
16. No purported variation or modification of these conditions shall have any effect unless in writing signed by an executive officer of the Carrier.
17. All goods received by the Carrier for cartage, forwarding or storage are accepted subject to the condition that the Carrier will accept no responsibility for the collection of cash on delivery payment on behalf of the consignor or any other person. When goods are tendered by any person with instruction for the Carrier to collect such payments the Carrier shall not be bound by such instructions notwithstanding that the Carrier its servant or agent may accept the goods as tendered and perform other services of cartage, forwarding or storage in relation to these goods.
18. Where goods are accepted for forwarding by rail to an address in a town or other person where the Carrier has no receiving depot the goods will be deemed duly delivered according to the Contract if they are delivered to the nearest rail head.
19. The provision of these conditions of carriage shall apply to the container or containers or other packaging containing the goods and to any pallet or pallets delivered with the goods to the Carrier. The consignor shall be responsible for the conformity of such containers packaging and pallets with any requirements of the consignee and for any expense incurred by the Carrier arising from the failure so to conform.
20. Notwithstanding anything herein contained, the Carrier shall continue to be subject to any implied warranty provided by the Trade Practices Act 1974 (as amended) if and to the extent that the said Act is applicable to this contract and prevents the exclusion or modification of the warranty.
21. The Sender shall comply with all applicable law, customs and other government regulations of any State or Territory or of the Commonwealth of Australia including those relating to the packaging, carriage and delivery of goods and shall furnish information and attach such documents to this consignment note as may be necessary to comply with such laws and regulation. The Carrier shall not be liable to the sender or any other person for loss or expense due to the sender's failure to comply with this provision.
22. The Sender warrants that except as shown in an accompanying sender certificate the consignment does not contain any explosive volatile spirits or other cargo of a dangerous inflammable or offensive nature or cargo the carriage of which by the carrier would be illegal or prohibited by any law or regulation of any State, Territory or the Commonwealth due to its nature, packaging or labelling. The Sender hereby indemnifies the Carrier in respect of the Carriers liability for death, bodily injury, loss and/or damage occurring wholly or partially as a result of or arising out of the sender's failure to comply with this warranty.
23. Crantage is not included unless otherwise specified.
24. TERMS. We reserve the right to cancel special rates and recharge for our services where unauthorised extended terms are taken.
25. The current Standard Terms and Conditions of Brisbane Truck Hire Service shall apply to this contract except where those conditions conflict with the conditions set out above. A copy of these Standard Terms and Conditions of Contract will be made available to the customer on request.
26. Brisbane Truck Hire Service adheres to the CoR legislation and by agreeing to our terms and conditions you are agreeing to your obligation to ensure compliance with the HVNL.