

# COACHFREIGHT

## TERMS AND CONDITIONS OF CARRIAGE

1. Premier Roadlines Pty Ltd (A.B.N. 64 007 710 858) trading as Coachfreight, (hereinafter referred to as "the Carrier" which expression shall include its servants, agents and sub-contractors) IS NOT A COMMON CARRIER and will accept no liability as such. The Carrier reserves the right to refuse the carriage or transport of goods for any person, corporation or company and the carriage or transport of any class of goods, at its discretion.
2. **"Carriage"** shall mean and include the whole of the operations and services undertaken by the Carrier in respect of the goods.  
**"Dangerous Goods"** means goods which are or may become noxious, dangerous, inflammable, explosive or damaging or which may damage any property whatsoever.  
**"Goods"** shall mean the cargo accepted from the consignor together with any container, packaging of pallets supplied by or on behalf of the consignor.  
**"Subcontractor"** shall include any person who pursuant to a contract or arrangement with any other person (whether or not the Carrier) performs or agrees to perform the carriage or any part thereof.  
**"Consignor"** shall include any person who delivers goods to the company for the provision of services.
3. 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 TO REFUSE THE CARRIAGE OR TRANSPORT OF ARTICLES FOR ANY PERSON OR ENTITY AND THE CARRIAGE OR TRANSPORT OF ANY CLASS OF ARTICLES AT ITS DISCRETION. The Carrier shall not be bound by any agreement purporting to vary these conditions unless such agreement shall be in writing and signed on behalf of the Carrier by a Director or the Secretary of the Carrier.
4. 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 packing of the goods and the expense 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 Customs, all customs duty, excise duty and costs which the Carrier becomes liable to pay, and shall pay in respect to customs or excise shall be paid by the consignor.
  - (c) That the Carrier has the sole discretion in determining whether goods may be carried.  
**Dangerous goods cannot be carried** and it is the consignor's obligation to ensure that no dangerous goods are submitted for carriage. Additional freight charges may be payable on certain goods if deemed necessary by the carrier.
  - (d) The Carrier shall not be bound by any agreement purporting to vary these conditions unless such agreement shall be in writing and signed on behalf of the Carrier by an officer of the Carrier.
5.
  - (a) **The Carrier SHALL NOT BE UNDER ANY LIABILITY for any loss of or damage to or mis-delivery, delay in delivery, concealed damage, deterioration, evaporation, non-delivery of goods held in their care, custody or control or any consequential loss arising therefrom, howsoever caused.**
  - (b) **Currency and perishables (including live animals and fish) are always carried at consignors risk.**
  - (c) **In the event of the contract including the handling, installation, removal, assembly or erection of any kind whatsoever it is undertaken on the strict basis that the Carrier accepts no liability for any loss, damage or injury of any kind whatsoever, however arising caused or incurred or occurring during any part of the movement. This disclaimer extends to include any loss consequently or otherwise arising from any loss, damage or injury aforesaid.**
6. Notwithstanding any other provision of this Agreement, we shall be discharged from all liability whatsoever in respect of the Goods unless written notice of a claim or an intended claim (together with particulars of the circumstances on which the claim is based) is given to us **within 14 days** of delivery of the Goods or from the date on which in the ordinary course of business, delivery would have been effected. As the items are not insured, claims are accepted at the sole discretion of the Carrier.
7. The Consignor 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. Any such arrangement shall be deemed to be ratified by the consignor upon delivery of the said goods to such sub-contractor who shall thereupon be entitled to the full benefit of these conditions to the same extent as the Carrier. Insofar 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.
8. 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.
9. The Carrier is authorised to deliver the goods at the address given to the Carrier by the consignor for the 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.
10. The Carrier's charges shall be considered earned as soon as the goods are loaded and despatched.
11. If any person fails to pay charges to the Carrier in respect of any service rendered by the Carrier on reasonable demand being made in accordance with this contract the Carrier may detain and sell all or any of the goods of the person which are in its possession and out of monies arising from the sale retain charges so payable and all charges and expenses of the detention of 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 person entitled thereto. Any such sale shall not prejudice or affect charges due or payable in respect of such service or the said detention and sale.
12. It is agreed that the person delivering any goods to the Carrier for carriage or forwarding is authorised to sign this consignment note for the consignor.
13. 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 of 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.
14. All charges are due and payable on receipt of the goods consigning depot.
15. The Carrier shall at all times be subject to any conditions of warranties implied by the Competition and Consumer Act 2010 and all terms contained herein which purport to exclude restrict or modify or have the effect of excluding restricting or modifying the application in relations of the said contract shall be read as being subject to the said Act.
16. Should the consignee of the goods described 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.
17. 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.
18. These conditions are governed by the laws of South Australia and any proceedings against the Carrier must be brought in that State only.
19. All rights, immunities and limitation of liability in the above terms shall continue to have their full force and effect in all circumstance and notwithstanding any breach of the contract or any of these terms and conditions hereof by the Carrier or any other person entitled to the benefit of such provisions.
20. It is hereby agreed that if any provision or part of any provision of this contract is unenforceable such enforceability shall not affect any part of such provision or any other provision hereof.