FREIGHT ASSIST
National Transport & Logistics

TERMS AND CONDITIONS OF CARTAGE

1. DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions unless expressed otherwise:

(i) "Carrier" means "Freight Assist Australia" or "Freight Assist" A.B.N. 77 152 729 283, its officers, employees, servants, subcontractors and agents.

(ii) "Charges" or "Charge" means the charges payable for carriage and Storage calculated under the Carriers rates schedule or other agreed rates, and any tax including a goods and services tax ('GST') levied directly on a transaction or supply.

(iii) "Customer" or "Consignor" means any person, organization, company, government or statutory body or authority with whom this contract is made or on whose behalf this contract is entered into or whom the Carrier contracts to provide services.

(iv) "Goods" shall mean the goods received or to be received by the Carrier from the Customer for the purpose of carriage to the place or destination of delivery, such place or destination to be as instructed by the Customer to the Carrier. It also means the goods accepted from the Consignor with any container, packaging or pallets supplied by or for the Consignor.

(v) "Storage" means the whole of the storage operations and services undertaken by the Carrier for the Goods but does not include the collection of the Goods or their redelivery when taken out of storage.

(vi) "Sub-Contractor" shall mean and include:

(a) All companies which are a related body corporate of the Carrier within the meaning of that expression as defined in the Corporations Act 2001 (Commonwealth);

(b) Railways operated by the Commonwealth or any State or territory;

(c) Any person, organization, company, government or statutory body or authority with whom the Carrier may arrange for the carriage or storage of any Goods the subject of these terms and conditions;

(d) Any person who is now or hereafter a servant, agent, employee, or subcontractor of any of the persons as referred to in paragraphs 1(i) and 1(iii) above; and

(e) Any person with whom the Carrier arranges storage of the Goods and any person who is a servant, agent, employee or subcontractor of the Carrier.

1.2 Headings are for reference only and do not affect the interpretation of these terms and conditions.

2. EXCLUSIONS AND LIMITATION OF CARRIER'S LIABILITY

2.1 The Carrier is not a common carrier and accepts no liability as such. All Goods are carried or transported and all Storage and other services are performed by the Carrier subject to these terms and conditions.

2.2 Subject to clause 2.10, the Carrier excludes from these terms and conditions all conditions, warranties and terms implied by statute, general law or custom.

2.3 Subject to clause 2.10, the Carrier excludes all liability to the Customer for acts or omissions of the Carrier in tort (including negligence), contract bailment or otherwise for loss of, damage to or deterioration or contamination of the Goods, or any delay, non-delivery or other failure to supply the Goods or arising out of the Goods, or these terms and conditions.

2.4 Subject to clause 2.10 the Carrier excludes all liability for, and the Customer releases and indemnifies the Carrier against all loss, damage, costs and expense from any claim by the Customer in tort (including negligence), contract, bailment or otherwise for loss or damage to any property, injury to, or death of any person arising out of the acts or omissions of the Carrier or any or all of the Goods, any delay, non-delivery or other failure to supply the Goods, deterioration, damage, contamination or loss of Goods or any failure arising or delay out of the Storage of the Goods.

2.5 The exclusions, releases and indemnities in clauses 2.2, 2.3 and 2.4 extend to loss of profits, business or anticipated savings or any other indirect or consequential damage and to economic loss and even if the Carrier knows they are possible or otherwise foreseeable.

2.6 These terms and conditions apply in all circumstances arising from a fundamental breach of contract or breach of a fundamental term.

2.7 The Carrier in addition to acting for itself, also acts as agent of and trustee for each of its servants, agents, Sub-Contractors so these conditions, including any exclusions or limitations of liability, to the same extent as the Carrier even if the Carrier breaches any of these terms and conditions, all the rights, immunities and limitations of liability in these terms and conditions continue to have their full force and effect in all circumstances.

2.8 The Carrier is not liable for, nor bound by, any instructions to collect cash on delivery or any other payments for the Customer.

2.9 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 these terms and conditions and prevents the exclusion restriction or modification of that warranty.

2.10 The provisions governing all arrangements and agreements between the parties are subject to Force Majeure. Force Majeure shall include but not be limited to an act of God, strike, lockout, act of public enemy, war, blockade, act of terrorism, revolution, riot, insurrection, civil commotion, lightning, fire, storms, Standard Terms and Conditions flood, explosion, act of State, government restraints and restrictions, embargoes, availability or equipment, plant, goods and the like, or any other cause, all such events not being reasonably within the control of the party claiming benefit of the same.

3. CLAIMS

3.1 Subject to clause 3.2, the parties agree that the Carrier is not liable for damages or loss of the Goods or any part of the Goods.
3.2 The parties agree that the Customer must lodge any notice of claim for consideration and determination by the Carrier within seven (7) days of the date of delivery or for non-delivery within seven (7) days of the anticipated date of delivery or the removal or destruction of the Goods.
3.3 The failure to notify a claim within the time limits under clause 3.2 is evidence of satisfactory performance by the Carrier of its obligations.

4. QUOTATIONS AND CHARGES

4.1 Any quotation given by the Carrier to the Customer is valid for the period of 30 (thirty) days from the date of the quotation.
4.2 Acceptance of a quotation is effective only upon signing and receipt by the Carrier of the signed quotation within the said time period.
4.3 Charges will commence on the date the signed quotation is received by the Carrier.
4.4 Quotations and the Carriers Standard Rate Schedule may be varied from time to time by the Carrier. The Carrier reserves its right to make such variance without notice to the Customer. The varied rates will apply from the date specified by the Carrier.
4.5 Charges are from the Carrier unless otherwise quoted. The Carrier's standard on forwarding Charges (deliveries to and from country areas as determined by the Carrier) apply for all deliveries and pickups not within the local area.
4.6 Unless otherwise specified in writing by the Carrier, the Customer must pay the Carrier the charges within 14 days of the date of the Carriers tax invoice.
4.7 The Carrier may, at its discretion, charge interest on any overdue amount at the maximum commercial overdraft interest rate for amounts not exceeding $100,000.00 (one hundred thousand dollars) as charged by the Carrier's banking institution or exercise its lien pursuant to clause 21.
4.8 The Carrier's Standard Rate Schedule forms part of these terms and conditions and is available upon request.
4.9 Refund of charges by the Carrier is not applicable under any circumstances.
4.10 We encourage customers to request a quote for any jobs which are outside the usual scope – quotes can be requested by emailing our sales team: sales@faagroup.com.au. Alternatively, we wish to advise if a quote is not requested, any applicable surcharges (such as CBD Surcharge or Residential Surcharge) will be applied to consignments at our discretion and payable by the customer

5. CARRIAGE CHARGES

5.1 The Customer must:
(i) Pay a surcharge in accordance with the Carrier's Standard Rate Schedule where Goods measure a length in excess of 3.6 metres (being 3 pallets x 1.2 metres).
(ii) Pay the relevant amount set out in the Carrier's Standard Rate Schedule where the Customer requests freight services that have not been quoted by the Carrier.
(iii) Pay additional Charges which are to be agreed by the parties whether verbally or in writing where the delivery requires a specialised vehicle to complete the tasks as a tailgate.
(iv) Pay a demurrage Charge payable in accordance with the Carrier's Standard Rate Schedule where a vehicle is unduly delayed due to waiting time to complete the task.
(v) Pay an additional Charge for express freight being guaranteed delivery by close of business on the allocated transit day.
(vi) Pay an additional Charge for priority freight being guaranteed AM delivery on the allocated transit day.
(vii) Pay additional Charges for dangerous goods, tailgate and hand unloads, futile delivery, couriers, demurrage, freight lengths (> 3.6m).
(viii) Pay a fee surcharge in accordance with the Carrier's Standard Rate Schedule where the Goods are required to be loaded and/or unloaded by hand due to the unavailability of a forklift or for any other reason.
(ix) Pay additional Charges where delivery is refused at the point of delivery due to incorrect details of delivery being provided by the Customer to the Carrier and re-delivery or rehandling of the Goods is required such Charges as agreed by the parties and set out in the Quotation as standard detention Charges or in the absence of agreement in accordance with clause 5.1(xiv).
(x) Pay additional Charges for additional drop-offs.
(xi) Pay for the costs of hiring recovery and replacement for all pallets listed by the Carrier for transportation of the Goods unless exchange pallets are available at the time of delivery.
(xii) Pay the transfer of hire charges or pay the current price for pallets where an exchange of equivalent pallets is not affected when transferring the goods.
(xiii) Pay rates for services to be agreed in writing over and above the Carrier's Standard Rate Schedule where transportation

of Goods is requested outside business hours, on weekends or on public holidays together with a surcharge in accordance with the Carrier's Standard Rate Schedule for such services.
(xiv) Pay a detention Charge to be calculated at the standard hourly rate provided for in accordance with standard Carrier's Standard Rate Schedule where the Carrier is delayed whilst at the point of pick up or delivery.
(xv) Pay an account transfer fee surcharge in accordance with the Carrier's Standard Rate Schedule for the transfer of each account between existing accounts of the Customer.
(xvi) Pay a re-consignment fee where the Customer requests the Carrier to transfer the delivery and/or pick up of the Goods to another transport company such fee to be surcharge in accordance with the Carrier's Standard Rates Schedule for each and every pick up and/or delivery of the goods.
(xvii) Pay a fuel levy over and above the quote in the event of fuel costs increases. Such levy to be either a variable levy adjusted monthly or a fixed levy. Fuel levy may be applied without notice in accordance with the Carrier's fuel costing models and methods.
(xviii) Pay a dangerous Goods surcharge for all consignments containing dangerous Goods in accordance with the schedule of rates.
(xix) Reimburse the Carrier for any expense loss or costs associated with the Goods for carriage or Storage that will likely attract any vermin or pests.
5.2 Proof of Delivery documentation will be provided to the Customer at no charge if the request for such documentation is made in writing within 3 (three) calendar months from the date of the particular delivery or pick up. Requests for production of documentation of delivery and pick up services that are beyond the said 3 (three) month period will incur a fee surcharge.
5.3 Reciprocal rates only apply as indicated on service quotation.

6. STORAGE CHARGES
6.1 The Customer must pay the Carrier any outstanding Charges or expenses not recovered out of the proceeds of sale of the Goods under clause 21.
6.2 The Customer is liable for any labour and/or machinery costs to load or unload the Goods.
6.3 The Customer is liable for any expenses or Charges incurred by the Carrier to comply with any law or regulation or any order or requirements made under them or with the requirement of any market, harbour, dock, railway, shipping, customs, excise or warehouse authority or other person.
6.4 In the event that any of the Goods are under customs control the Customer must pay all associated costs (customs duty, excise duty, fines or penalties) which the Carrier becomes liable to pay or pays.
6.5 The Customer must pay any costs associated with the destruction, disposal or opening and inspecting of stored Goods to the Carrier.
6.6 The Customer must reimburse the Carrier for any expense, loss or costs associated to the Carrier's property or person caused by the Goods.
6.7 Charges apply upon receipt of the Goods to the Carrier, whether damaged or not.
6.8 Charge for Storage period is from Saturday to following Friday. Minimum charge for Storage is 1 (one) week.

7. PRICING METHODOLOGY
7.1 The Carrier at all times maintains the right to apply freight Charges in accordance with standard freight units as outlined below:

- Standard Full Pallet or Space = 1.2(L) X 1.2(W) x 2.4(H) /1000kg Module size
- Standard Half Pallet = 1.2(L) x 1.2(W) x 1.2(H)/500kg Module size
- Less than a standard pallet = Is charged at a minimum charge
- Oversized Freight (Greater than pallet size) = Will be charged on the number of standard pallet spaces or Kilogram Rate used

7.2 The Carrier's standard pricing methodology is based on a per standard pallet rate structure. (Unless, quoted in writing otherwise).
7.3 All freight is checked and weighed on receipt with accredited weighing scales and if cents per kilo rates apply – will be cubed by Length x Width x Height. A cubic rate conversion (as per written quote) is then applied to identify the space equivalent. The Carrier will charge at the greater kilogram amount (Cubic Conversion or Deadweight – whichever is the greater).

8. CREDIT ACCOUNT

8.1 A Commercial Credit Account will be activated once a signed credit application and service quotation is received and approved by the Carrier.
8.2 It is agreed by the parties that the Commercial Credit Account forms part of these terms and conditions.
8.3 A Commercial Credit Account will be closed if it has minimal activity, as determined by the Carrier, or has not been utilized within a 6 (six) month period.
8.4 A closed Commercial Credit Account may only be reactivated when a signed credit application and signed service quotation is received by the Carrier.

9. PARTIAL PAYMENT OF ACCOUNT

9.1 Unless prior consent is granted in writing by the Carrier to the Customer or the Customer is awaiting receipt of proof of delivery or any other supporting documentation of delivery and or pick up, then if the Customer makes no or partial payment to the Carrier on its account, the Customer accepts that the Carrier may place an automatic stop service on the Customer's account. The Customer agrees and acknowledges that the Carrier is not liable for any resulting loss or damage caused to the Customer and or its Goods as a consequence of the stop service.

10. REQUESTS FOR CREDIT

10.1 Requests for credit by the Customer on each or any tax invoice will only be considered and determined by the Carrier if the said request is made in writing within 30 (thirty) days of the tax invoice date.

11. RIGHT TO REFUSE CARRIAGE OR STORAGE OF GOODS

11.1 The Carrier reserves the right to refuse at its discretion the carriage or transport and or Storage of Goods.

12 SUB-CONTRACTING

12.1 The Customer hereby authorises the Carrier (if the Carrier in its discretion thinks fit to do so) to arrange with a Sub-Contractor for the carriage and or Storage of any Goods. Any such arrangement shall be deemed to be ratified by the Customer upon delivery of the said Goods to such Sub-Contractor who shall thereupon be entitled to the full benefit of these terms and conditions to the same extent as benefiting the Carrier as if such provisions were expressly for their benefit. 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 agent for the Sub-Contractor.
12.2 The Customer undertakes that that no claim or allegation shall be made against any person wheresoever by whom the carriage or Storage or part of the carriage or Storage is performed or undertaken and if such claim or allegation is nonetheless made then the Customer agrees to indemnify and to keep the Carrier indemnified against all consequences thereof.|

13. METHOD OF CARRIAGE

13.1 If the Customer expressly or impliedly instructs the Carrier to use or it is expressly or impliedly agreed that the Carrier will use a 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 that method but if that method cannot conveniently be adopted by the Carrier for any reason whatsoever, the Customer hereby authorises the Carrier to handle or store or to carry or have the Goods carried by any other method or methods the Carrier in its discretion thinks fit.
13.2 The Customer hereby authorises any deviation from the usual route or manner of carriage and or Storage of Goods which may in the absolute discretion of the Carrier be deemed reasonable or necessary in the circumstances.

14. DELIVERY

14.1 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 the contract as between the Carrier and Customer if at that address the Carrier obtains from any person a receipt or a signed docket for delivery of the Goods.
14.2 If the address given to the Carrier for the purposes of delivery is unattended at the time of delivery, or if delivery cannot be effected by the Carrier (other than by reason of the negligence of the Carrier) the Carrier may deposit the Goods at that address (which shall be deemed to be delivery under the Contract) or store the Goods at a place where the Carrier deems necessary or appropriate to store those Goods and if the Goods are stored the Customer shall pay the Carrier for all costs and expenses incurred of an incidental to that Storage and redelivery.
14.3 It is agreed that the person delivering any Goods to the Carrier for carriage or transportation and or Storage is authorised to sign the documentation evidencing this agreement for or on behalf of the Customer.

15. STORAGE BASIS

15.1 The Carrier reserves the right to refuse at its discretion the Storage of Goods, subject to clause 11.
15.2 The Goods are Stored entirely at the risk of the Customer, and the Carrier accepts no liability for the Goods whatsoever.
15.3 The Carrier relies on the Customer to supply details of description, pallet/space, weight, items, quantity, value and measurement and condition of the Goods as supplied by the Customer however the Carrier cannot verify and does not admit their accuracy.
15.4 If the Customer requests a preferred method of Storage, one that is not offered by the Carrier within standard practice, the Carrier will make every reasonable attempt to adopt the preferred method however if it is not achievable the Carrier may use any method of Storage.

16. PALLET SERVICES

16.1 It is agreed by the parties that the Carrier's Pallet Service Trading Procedure forms part of these terms and conditions and is annexed hereto.
16.2 In the event that the Customer instructs the Carrier to transfer those pallet accounts of the Carrier as held on behalf of the Customer to the Carrier's own pallet account then such instruction is accepted only upon the Customer agreeing to indemnify the Carrier against all and any loss or non-recovery of any of the pallets as consigned by the Carrier, howsoever arising, such acceptance to be deemed granted by the Customer in its entirety upon the Customer giving such instructions and the Carrier effecting such transfer.
16.3 "Freight Assist Australia" hereby acknowledges that however pallets are a requirement for the handling and transport of goods, the cost of pallets is the oneness of the customer.
"Freight Assist Australia" is not liable for losses or any costs associated with un-recoverable pallets. It is the responsibility of the customers to ensure their customers have active pallet accounts or pallets for exchange.
Therefore we wish to advise that all pallet transactions are required to be transferred directly from customer to customer unless otherwise agreed upon in writing.
Where a specific arrangement is agreed upon, pallets are transferable on a delayed transfer basis ONLY as per the following delayed transfer requirements;
1. Non-DC Booking deliveries are strictly 14 days from the date of pickup.
2. DC deliveries are strictly 35 days from the actual booking date.
Consignors agree that Pallet Services are provided subject to terms and of carriage as detailed in the Freight Assist Australia standard terms and conditions of Carriage and Storage.
Unrecoverable pallets
In the event that pallets are not available or transferable on delivery, pallets transferred onto Freight Assist's account will be rejected. |
All Pallet Documentation must be supplied on pickup and list the correct post transfer day's period as indicated above, transfer dockets not displaying the correct transfer delay dates will be adjusted accordingly.
Pallet Account Details: supplied only on approval

17. CUSTOMER WARRANTIES AND INDEMNITIES

The Customer warrants to the Carrier that:
17.1 It has in place whether prior to or at the time of entering into these terms and conditions adequate insurance coverage over the Goods for the carriage and/or Storage of the Goods, and acknowledges and agrees that the Carrier does not take responsibility for such insurance, a certificate of currency must be provided to Freight Assist Australia Pty Ltd prior to accepting goods for storage;
17.2 It has fully and adequately described the Goods, their nature, weight and measurements and complied with all applicable laws and regulations (inclusive of the Australian Code for Transport of Dangerous Goods by Road and Rail and Civil Aviation Regulations and the International Maritime Dangerous Goods Code) about the notification, classification, description, labelling, transport and packaging of the Goods and that, given their nature, the Goods are packed in a proper way to withstand the ordinary risks of transport;
17.3 It is either the owner or the authorised agent of the owner of the Goods and has full power and authority to deal with the Goods;
17.4 It is authorised to accept these terms and conditions for itself and the receiver as well as any other person for whom the Customer is acting or any other person having an interest in the Goods;
17.5 Neither it nor any other person will make an allegation or claim against the Carrier or any other person about the transport and the Storage of the Goods, AND the Customer indemnifies the Carrier from any loss, damage, expense, penalty, fine or liability arising from a breach of these warranties, the Customer's obligations or these terms and conditions; and
17.6 The person requesting the Goods to be stored is authorised to do so for and on behalf of the Customer.

18. DANGEROUS GOODS /ARTICLES

18.1 Before or at the time of entering into these terms and conditions the Customer shall fully disclose to the Carrier in writing the precise details of the class of dangerous or hazardous Goods and supply a copy of the appropriate Emergency Procedure Guide and label such Goods accordingly whereupon the Carrier at its absolute discretion may accept or decline to proceed with the transaction.

18.2 In the event of discovery by the Carrier of hazardous or dangerous Goods not being disclosed or Goods likely to attract any vermin and or pest, the Carrier may take any reasonable action including remove, destroy or otherwise dispose of or treat the same at the expense of the Customer and the Customer hereby agrees that all costs incurred by the said non-disclosure are fully recoverable from the Customer. The Carrier may also hold the discovered dangerous Goods at a nominated depot, at the expense of the Customer, for the Customer to then arrange its own transportation.

18.3 The Customer will advise the Carrier prior to Storage of any Goods of those Goods which are self-combustible. In the event that the Customer fails or neglects to notify the Carrier then the Customer will be liable for all and any loss or losses attributable to that non-disclosure to the Carrier.

19. CUSTOMER OBLIGATIONS

The Customer must;

19.1 Not tender for Storage any explosive or volatile Goods;

19.2 Not tender for Storage any Goods which are or may become dangerous, inflammable or offensive;

19.3 Notify the Carrier immediately of any change in its address or contact details;

19.4 Give at least 60 (Sixty) days written notification to the Carrier of its intention to withdraw the Goods from Storage and finalize their debt in full for both Storage and transport (if applicable) prior to the release of all stock from Storage.

20. CARRIER'S RIGHTS

20.1 If the Customer does not adhere to these terms and conditions and any other agreed trading terms, the Carrier may at any time require the Customer to remove their Goods.

20.2 The Carrier may at any time destroy, abandon or dispose of any Goods at the Customer cost if in the opinion of the Carrier the Goods are liable to become explosive, inflammable, dangerous offensive or damaging in nature. The Carrier cannot be held liable for compensation to the Customer for such actions.

20.3 The Carrier does not have to make the Goods available to the Customer or any other person unless all Charges have been paid and an authority signed by the Customer or authorized agent is received.

20.4 The Carrier may consolidate the Goods with others as a principal or agent may arrange for Storage of the Goods by any Sub-Contractor on any terms.

20.5 The Carrier may open any Goods to determine their nature, ownership or condition if the Goods do not have an identifying feature.

21. CARRIER'S LIEN

21.1 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 or delivered, the Carrier may at its option and without any 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 a place and manner as the Carrier shall think proper and at the risk and expense of the Customer; 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.

21.2 In the event that the Customer requests and the Carrier accepts to store Goods for the Customer for an extended period of time, the Carrier shall be entitled at any time to give written notice to the Customer by registered or certified mail requiring the Customer to remove the Goods from its Storage within 28 (twenty- eight) days or any longer period as specified in such notice and in the event of failure by the Customer to so remove the Goods the Carrier may without prejudice to any other rights or obligations which the Carrier may have under this contract or otherwise at law sell all or any of the Goods by public auction or private treaty and apply the net proceeds in satisfaction of any amount owing by the Customer to the Carrier and hold the balance, if any, on account of the Customer.

21.3 The Carrier may deduct or set-off from any moneys due from the Customer under any contract or agreement debts and moneys due from the Customer under these terms and conditions or any other contract or agreement.

22. SERVICE OF NOTICES

Any notice given under these terms and conditions may be provided to the Customer by post or facsimile at the last known address of the Customer as known by the Carrier.

23. SEVERABILITY
If a clause of these terms and conditions is unenforceable, the unenforceability does not affect any other part of the terms and conditions or any other term or condition.

24. VARIATIONS AND WAIVER
24.1 The Carrier is not bound by any waiver, discharge or release of a condition or any agreement which varies these terms and conditions unless it is in writing and signed for the Carrier by an authorised officer. If the Carrier waives a breach of a condition the waiver does not operate as a waiver of another breach of the same or any other condition or as a continuing waiver.

25. JURISDICTION
These terms and conditions are governed and must be construed under the laws of the State of Victoria and the parties submit to the exclusive jurisdiction of the courts of that State.

End of Conditions
Last Updated: 29/01/2019