

SWIFT Taxi Trucks & Couriers
Trading for RFT Logistics Pty Ltd
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CONDITIONS OF CARRIAGE – SWIFT Taxi Trucks

& Couriers

- 1.** Swift Taxi Trucks & Couriers Trading for RFT Logistics Pty Ltd ABN 96 077 524 988 (hereinafter referred to as the "Contractor" which expression shall be deemed to include and their servants, agents, employees and sub-contractors offers to supply the carriage of goods and/or the storage of goods detailed on the reverse side of these conditions or as otherwise agreed or requested ("Services") for the charges determined hereunder and subject to the conditions hereunder ("Conditions") and the person, company or firm so named on the reverse side of these conditions (hereinafter referred to as the "Customer" which expression shall be deemed to include its servants, agents, employees and sub-contractors) accepts the provision of the Services by the Contractor subject to the Conditions ("Contract").
- 2.** The Contractor is NOT A COMMON CARRIER and will accept no liability as such.
- 3.** THE CONTRACTOR RESERVES THE RIGHT AT ITS DISCRETION TO REFUSE THE CARRIAGE, TRANSPORTATION OR STORAGE OF ARTICLES FOR ANY PERSON OR ANY CLASS OF ARTICLES.
- 4.** The Customer authorizes the Contractor to sub-contract with any other person, firm or company ("Sub-Contractor") to perform the Services or part thereof ("Sub-Contract") on the same conditions (including all conditions as to exclusion of liability of the Sub- Contractor) as apply to the Contractor under these Conditions.
- 5.** The Contractor shall indemnify the Customer against the payment of charges for the performance of the Services by the Sub-Contractor under the Sub-Contract and shall pay such charges to the Sub-Contractor on behalf of the Customer whether they exceed the amount charged for the Services under this Contract or not. The Contractor shall be entitled to retain for its own benefit, without accounting to the Customer, any difference between charges payable to the Sub-Contractor under the Sub-Contract and charges payable under the Contract by the Customer.
- 6.** The Contractor shall be deemed to have delivered the goods in accordance with this Contract if the goods are delivered at:
 - A)** the delivery address so detailed on the reverse side of these Conditions and the Contractor obtains from any person at that address a receipt or signed delivery docket for the goods; or
 - B)** any other place at the express instructions of the Customer.
- 7.** The Customer will be and remain responsible to the Contractor for all charges incurred by the Customer in relation to the provision of the Services, including charges made by the Contractor in respect of any delay in the loading or unloading of the Customer's goods other than delays arising solely from the default of the Contractor. Labour to load or unload the vehicle shall be the responsibility of, and at the expense of, the Customer or the Customer's consignee.
- 8.** Unless already included in the charge of any Services, the Contractor may increase its charge where:
 - A)** the Contractor's cost of providing the Services increases due to increases in the cost of labour, materials and other overheads and delivery costs;

B) additional costs are incurred by the Contractor as a result of a variation to the Services specified by the Customer;

C) the Contractor is required to pay any amount on account of any duties (including excise duty, customs duty or stamp duty) or other taxes or charges which may be levied by any government or authority (whether Commonwealth, State or local), including Goods and Services Tax ("GST") payable on Taxable Supplies (as defined in A New Tax System (Goods and Services Tax) Act 1999 and any related Act imposing such tax or legislation that is enacted to validate, recapture or recoup GST); and

D) the Contractor agrees to provide Services at the Contractor's special rates in respect of goods which are potentially hazardous and/or fragile as disclosed by the Customer under clause **19(b)** and which require special treatment or conditions of carriage and/or storage.

9. Unless otherwise agreed in writing between the Contractor and the Customer, the Contractor will invoice the Customer for the charge for the Services and the Customer must pay the charge within 14 days of the date of the invoice.

10. In the event that the Customer fails to make any payment when due ("Default"), then, without prejudice to any other rights which the Contractor may have in accordance with these Conditions or otherwise:

A) interest shall accrue on the amount of the overdue payment at a rate equal to 2% per annum over and above the overdraft rate charged to the Contractor by its principal bank from time to time, calculated from the date payment was due until payment in full is received by the Contractor;

B) any and all payments to the Contractor which are not yet due shall immediately become due and payable by the Customer; and

C) the Customer shall be liable to the Contractor for any costs or damage incurred by the Contractor as a result of the Customer's default, including any legal and other costs associated with recovering any moneys owed by the Customer to the Contractor. A late payment charge of \$12 + GST will be added every invoice period (fortnightly) until the debt is paid.

11. Without prejudice to any of the Contractor's other rights, if the Customer is in Default the Contractor may without further notice to the Customer detain, open any package and sell all or any of the goods of the Customer as the Contractor thinks fit to apply the proceeds to discharge the lien and the Lien Charges.

12. The person delivering any goods to the Contractor for carriage and/or storage represents and warrants that he or she is authorised to sign this Contract for and on behalf of the Customer.

13. The Customer expressly warrants 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 signing this Contract the Customer accepts these Conditions for all other persons on whose behalf the Customer is acting.

A) Dangerous Goods will not be accepted for carriage and/or storage by the Contractor unless the Customer has made full disclosure to the Contractor of such goods and the Contractor has in writing agreed to carry and/or store such goods.

B) The Customer fully discloses to the Contractor in writing in the space provided hereon:

i. the name, nature, description and the value of all goods of carriage and/or storage;

ii. details of goods of a noxious, dangerous, hazardous, poisonous, corrosive or inflammable nature;

iii. goods which are capable of causing damage or injury to any other property, persons or animals or to any store, warehouse, vessel, wagon, van, aircraft or other store or conveyance of any kind whatsoever in which they may be loaded, carried, packed or stored; and

iv. goods which are liquid or partly liquid.

14. If Dangerous Goods not previously disclosed by the Customer are discovered by the Contractor in carriage or storage, the Contractor may, at its discretion, remove, sell destroy or otherwise dispose

of the same, and shall not be responsible or accountable for the value thereof.

15. The Contractor 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 Contractor by an officer of the Contractor.

16. The Contractor shall not be under any liability for any loss of, damage to or mis delivery, delay in delivery or non-delivery; or concealed damage, deterioration, contamination or evaporation, of goods held in its care, custody or control, or any consequential loss arising there from however caused (whether by negligence of the Contractor or any person or otherwise).

17. All the rights, immunities and limitations of liability in these Conditions shall continue to have their full force and effect notwithstanding any breach of these Conditions by the Contractor.

18. The Customer expressly agrees that it will not:

A) hire any of the Contractor's drivers; or

B) let, solicit, interfere with or endeavour to entice such drivers from the Contractor either whilst the drivers are engaged by the Contractor or within 6 months of the termination of their engagement by the Contractor.

C) The Customer further agrees with the Contractor that in the event that this clause is breached by the Customer that the sum of \$10,000 represents fair and reasonable compensation to the Contractor for the Contractor's loss and damage sustained as a result of the breach.

19. Pallets on which goods or Customer's goods are delivered, carried or stored are not the responsibility of the Contractor and the Customer shall indemnify and keep indemnified the Contractor from any loss or damage however caused (whether by negligence of the Contractor or any person or otherwise) arising out of or in relation to lost or damaged pallets.

20. Insurance: the Customer at its own cost and expense will effect and maintain such policies of insurance as are necessary to ensure full cover for any damage to or loss of all the Customer's goods carried and/or stored by the Contractor. We do not provide insurance on goods carried, this is your responsibility, and no claims will be accepted.

21. Dangerous Goods: Swift Transport Services do not carry dangerous goods. It is the customer's responsibility to disclose at the time of booking any potentially hazardous goods.

These Conditions shall be governed by and construed in accordance with the laws in force within the state of Victoria.