

Terms and conditions All Freight Carrying PTY. LTD.

Definitions

1. Contractor (including; we, us, our and AFC) means All Freight Carrying PTY. LTD. and includes its subcontractors, employees and/or agents.
 - 1.1 Subcontractor includes any person or company who takes a portion of a contract (6.2) from the principal contractor or from another subcontractor.
2. Goods means all wares and other items of property (including liquids and bulky materials) of every kind in any kind of pallet, packaging or container to be handled or stored. Not to be confused with "Our goods".
 - 2.1 Our goods means anything used in connection of a shipment or carriage or other services (including but not limited to any packaging or software related activities)
 - 2.2 Consignment means goods and include any containers, packaging, pallets or skids containing, holding or accompanying the goods, accepted by AFC from a sender for the purpose of supplying shipment, carriage or services accompanied by a consignment note, meaning;
 - 2.2.1 Consignment note is a by AFC approved digital (PDA) or hardcopy document accompanying the consignment, showing who is the sender and the receiver. Where after the receiver's signature can be obtained as a;
 - 2.2.2 Proof of delivery document (POD).
 - 2.3 Dangerous goods means all goods classified as such by any Dangerous Goods Code or similar instrument, applicable to the goods, which may are or become dangerous, volatile, noxious, offensive, inflammable, hazardous, poisonous, explosive, corrosive, radioactive or can become liable to injure people or damage the environment or property in any way, shape or form.
 - 2.4 Prohibited goods means any goods or materials which are prohibited by any law, rule or regulation in any state or territory.
3. Client (including; you, your and sender) means and includes the person requesting the contractor to provide shipment, carriage or services and any person tendering goods for handling and /or lifting.
 - 3.1 Consignee is the intended receiver as advised on the consignment note.
 - 3.2 Consignor is the person who contracts with AFC, which can be a sender but also a different transport company.
4. Pallet means any mobile platform, cage, receptacle or container made from any material used for storage and/or transport of any goods and includes skids.
 - 4.1 Weight includes mass and together with
 - 4.2 Measurement defines the size and weight of the consignment. It is the senders responsibility to declare weight and measurements truthfully, therefor it is also the senders responsibility for all extra costs and risks incurred by the contractor and for any and all damage sustained by reliance on the declared weight and measurements.
5. Shipment or carriage means goods or documents of whatever nature which AFC has accepted for carriage from one address to another, whether under our consignment notes or not.
 - 5.1 Services means and includes the whole of operations and services (including computer systems and programs) undertaken by AFC.
6. Charges are the prices and fees that shall be paid to AFC for services, carriage or shipment provided or other agreements applicable for the particular consignment.
 - 6.1 Surcharges are additional charges, which AFC can apply at any time for any form of service, carriage or shipment or on any consignment.
 - 6.2 Invoice and invoicing mean a tax invoice from AFC to any sort of contract for services, carriage or shipment provided by AFC.
 - 6.3 Contract meaning the relationship between AFC and anyone requiring the services, carriage or shipment from AFC.
7. Loss or damage will include concealed damage, deterioration, contamination or evaporation and all loss or damage to goods. AFC or their subcontractors are not responsible for any loss or damage to any goods, this includes miss delivery or failure the deliver, delays in delivery either faulted by AFC or sender, including wrong addresses or Post Office Box numbers or Post offices, which we not deliver to unless agreed otherwise or unless stated otherwise by Australian Law.
 - 7.1 Insurance, a contract, represented by a policy, in which financial protection or reimbursement against losses or damage can be gained. In the case of AFC insurance of good will not be effected for the benefit of the client except upon the written instructions of the client and only at their expense. AFC requires and accurate description, including age and value of the goods and reasonable time to carry out the instruction of each occasion.

Terms & conditions All Freight Carrying services

In these Terms and Conditions "Carrier" shall mean and include the whole of the operations and services undertaken by All Freight Carrying, also referred to as AFC, in respect of the goods, which will include but not be limited to shipment and warehousing.

By giving us your consignment or goods you accept these terms and conditions on behalf of yourself and/or anyone else who has interest in the service, shipment or carriage, irrespective of whether you have signed or consignment note or not. Our terms and conditions also cover and be invoked by any subcontractors as well as our employees, directors and agents. When you hand us these goods for shipment or any other service with oral or written instructions that conflict with our terms and conditions, we shall not be bound by those instructions.

Scope of contract

The carrier is not a common carrier and shall accept no liability as such. All goods carried or transport and all storage and other services are performed by the carrier subject only to these terms and conditions and the carrier reserves the right to refuse the carriage of transport of goods for any person, corporation or company and the carriage or transport of any class of goods at its sole discretion.

Dangerous goods / security

1. The consignor/sender shall not hand over for carriage any volatile spirits or explosive goods or goods which are or may become dangerous, inflammable or offensive (including radio-active materials) or which are or may become liable to damage any property whatsoever without presenting a full description disclosing the nature of such goods and in any event shall be liable for all loss and damage caused thereby and if in the opinion of the carrier the goods are liable to become of a dangerous, inflammable, explosive, volatile, offensive or damaging nature the same may at any time be destroyed, disposed or abandoned or rendered harmless by the carrier without compensation from the consignor/sender and without prejudice to the carrier's right to any charges hereunder.
2. The consignor warrants that it has complied with all laws and regulations relating to the nature, packaging, labelling or carriage of the goods and that the goods are packed in a manner adequate to withstand the ordinary risks of carriage having regard to their nature and hereby indemnifies the carrier for any liability whatsoever as a result of or using out the consignor's failure to comply with each of these warranties.
3. You agree that we or any governmental authority, including customs and security, may open and inspect your shipment at any time and take any action we consider necessary in relation to a shipment, if we need to verify the condition or nature of the shipment, the ownership or destination of the shipment or if we consider the shipment may contain prohibited or dangerous goods.

(Additional) costs and payments

4. The client shall declare the weight of the goods and the contractor will rely on such declared weight. Therefore the client shall be responsible for all extra cost and risk incurred by the contractor and for any and all damage sustained by reliance on the declared weight, if the weight declared is found to be wrong. The client shall disclose to the contractor the nature of the goods to be handled, lifted and/or carried.
5. The client will remain responsible to the contractor for all its proper charges incurred in respect of the handling, lifting and/or carriage of the goods.
6. Hourly charges will be computed from the time the unit leaves the depot of the contractor until the time it returns to the depot, at the rate applicable to the unit and all hours shall be calculated to the nearest half hour.
7. The contractor shall be entitled to charge service charges at the usual rate for any time during which the vehicle is delayed either in travelling to or from or at the site at which the client desires the vehicle to operate so long as such delays result from any cause beyond reasonable control of the contractor.
8. The consignor shall 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 thirty 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 unloading goods shall be the responsibility and expense of the consignor or consignee.
9. The carriers charges shall be deemed fully earned as soon as the goods are loaded and despatched from the consignor's premises and shall be payable and non-refundable in any event.
10. All goods received by the carrier for carriage, forwarding or storage are accepted subject to the condition that the carrier shall accept no responsibility for the collection of cash on delivery or any other payments on behalf of the consignor or any other person. When goods are tendered by any person with instruction for the carrier

to collect any such payments the carrier shall not be bound by such instruction notwithstanding that the carrier may accept the goods as tendered and perform other services of carriage forwarding or storage in relation to those goods.

11. It is agreed that the consignor shall be responsible for the conformity of any containers, packaging or pallets with any requirements of the consignee and for any expense incurred by the carrier arising from any failure to so conform.
12. The carrier shall have a lien on the goods and any documents relating thereto and on any other goods of the consignor in the possession of the carrier or any documents relating thereto for all sums payable by the consignor to the carrier and for that purpose shall have the right to sell any such goods by public auction or private treaty without notice to the consignor.

Undeliverable or rejected shipments, incorrect addresses and authorities

13. The carrier is authorised to deliver the goods at the address nominated to the carrier by the consignor, for that purpose and without prejudice to the foregoing it is expressly agreed that the carrier shall be conclusively presumed to have delivered the goods in accordance with this contract, if at the address he obtains from any person a receipt or signed delivery docket for the goods.
14. All goods are handled, lifted and/or carried entirely at the client's risk. The contractor shall not be responsible in tort or contract or otherwise for, any loss of damage to or deterioration of goods, miss delivery or failure to deliver, delay in delivery, whatsoever occasioned including, without limiting the foregoing, the negligence or wilful act or default of the contractor or others and whether or not the same occurs in the course of performance by the contractor or in the events which are in the contemplation of the contractor and/or client or in events which are foreseeable by them or either of them or in the events which would constitute fundamental breach of the contract or breach of a fundamental term thereof.
15. Where we are unable to complete the delivery of a shipment for whatever reason we will try to leave a notice at the receiver's address stating that delivery has been attempted and the whereabouts of the shipment. If delivery has not been made after a second attempt by us or the receiver refuses to accept delivery, we will try to contact you and agree the appropriate next action. You agree to pay us any costs we incur in forwarding, disposing or storage of or returning the shipment and our charges (if any) for making a second or more delivery attempts and for the agreed appropriate next action. If the address for delivery is unattended and you have given us a written 'authority to leave' then we may leave the shipment at the unattended address and delivery will be deemed to have occurred in accordance with these terms and conditions. You hereby agree to indemnify us against and hold us harmless from all claims by any party and from all loss or costs, of whatsoever nature, which we incur as a consequence of the shipment being left in accordance with such 'authority to leave' (ATL).
16. The contractor shall not be responsible for any delays, inconvenience or loss of any kind whatsoever incurred by the client due to any accident, breakdown or defect in the vehicle or any part thereof or from any other similar cause over which the contractor has no complete control.
17. Where the goods are accepted for forwarding by rail to an address in a town or other 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.
18. It is agreed that the person delivering the goods to the carrier for carriage or forwarding is authorised to sign the consignment note for the consignor. The consignor warrants that in agreeing to the terms hereof is or has the authority of the person or persons owing or having any interest in the goods or any part thereof. Without prejudice to the generality of the foregoing, the consignor undertakes to indemnify the carrier in respect of any liability whatsoever in respect of the goods to any person (other than the consignor) who claims to have, who has or who may hereafter have any interest in the goods or any part thereof.

Extent of liability, exclusions, law and jurisdiction

19. The carrier is not a common carrier and shall accept no liability as such. All goods carried or transported and all storage and other services are performed by the carrier subject only to these terms and conditions and the carrier reserves the right to refuse the carriage of transport of goods for any person, corporation or company and the carriage or transport of any class of goods at its sole discretion.
20. Every exemption, limitation, condition and liberty herein contained and every right, exemption and liability, defence and immunity of whatsoever nature applicable to the carrier or to which the carrier is entitled hereunder shall also be available and shall extend to protect – (a) all subcontracts (b) every servant or agent of the carrier or of a subcontractor (c) every other person (other than the carrier) by whom the carriage or any part thereof is performed or undertaken, and (d) all persons who are or might be vicariously liable for the acts of omissions of any person failing with (a)(b) or (c) hereof and for the purpose of this clause the carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons and each of them shall to this extent be or be deemed to be the parties to this contract

21. If and only if the carrier has agreed, in writing, to insure the goods then the carrier is liable to the consignor in respect of the carriage of the goods for physical loss or damage to the limit of such insurance.
22. In any event subject only to sub-clause and to clauses 27 and 28 hereof the goods are at the risk of the consignor and not the carrier and the carrier shall not be responsible in tort or contract or otherwise for any loss of or damage to or deterioration of goods or miss delivery or failure to deliver or delay in delivery of goods including chilled, frozen, refrigerated or perishable goods either in transit or in storage for any reason whatsoever including without limiting the foregoing the negligence or deterioration of goods or miss delivery or failure to deliver or delay in delivery of goods as aforesaid whether or not the same occurs in the course of performance by or on behalf of 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 in events which could constitute a fundamental breach of the contract or a breach of a fundamental term thereof.
23. Notwithstanding any other provision hereof other than clauses 27 and 28 hereof the carrier shall in any event be discharged from all liability whatsoever in respect of the goods unless suit is brought within six months from their delivery or from the date on which in the ordinary course of business delivery would have been effected.
24. If the consignor expressly or impliedly instructs the carrier to use or it is expressly or it is impliedly agreed that the carrier shall 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 shall give priority to that method but in any event the method or methods of handling, storing and or carriage adopted by the carrier shall remain at the sole discretion of the carrier and the consignor hereby authorises the carrier to adopt any method or methods other than the method instructed or agreed.
25. The consignor hereby authorises any deviation from the usual route or manner of carriage of goods, which may in the absolute discretion of the carrier be deemed desirable or necessary in the circumstance.
26. All rights, immunities and limitations of liability in the above terms shall continue to have their full force and effect in all circumstances 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.
27. In respect of contracts made in Queensland and in any other case where the 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 at full force and effect except to the extent that they are or any part thereof is void by operation of that act.
28. 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, restriction or modification of any such warranty.

Claims

29. The carrier and any subcontractor shall be entitled to subcontract on any terms the whole or part or any part of the carriage. The consignor undertakes that no claim or allegation shall be made, whether by the consignor or any other person who is or may hereafter be interested in the goods against any person (other than the carrier) by whom (whether as subcontractor, principal, employer, servant agent or otherwise) the carriage or any part thereof is performed or undertaken which imposes or attempts to impose upon such person any liability whatsoever in connection with the goods whether or not arising out of negligence on the part of such person and if such claim or allegation should nevertheless be made to indemnify the carrier and the person against whom such claim or allegation is made against the consequences thereof. Without prejudice to the foregoing and for the purpose of this clause the carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons and each of them and all such persons shall to this extent be or be deemed to be the parties to this contract.
30. 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 or 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 effected or would be in the ordinary course of business have been effected.

Waiver and variation

31. It is agreed that no servant or agent of the carrier nor any other person has any power to waive or vary any of the terms hereof unless such waiver or variation is in writing signed by an executive officer of the carrier.