

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 credit account

1. All Freight Carrying may in assessing this application for credit or if the application is accepted and subsequently any payment becomes overdue, obtain personal information and seek from a credit reporting agency or other credit provider information about my credit arrangement and I understand that this information may include my credit worthiness, credit history or credit capacity that the credit providers are allowed to give or receive pursuant to the Privacy Act and Privacy Amendment Act.
2. The applicant(s) must inform All Freight Carrying in writing within seven (7) days of any change of their business or corporate structure.
3. All Freight Carrying reserves the absolute right to refuse or withdraw the applicant(s) credit facilities at any time in the event that the applicant is in breach of these terms and conditions.
4. All contracts between All Freight Carrying and the applicant shall be deemed to have been entered into the State of Queensland and shall be construed according to the Laws of the State of Queensland.
5. All Freight Carrying reserves the following rights in relation to any goods provided to the applicant by All Freight Carrying, until all accounts owed by the applicant to All Freight Carrying are fully paid:
 - 5.1 Legal ownership of the goods;
 - 5.2 To enter the applicants premises (or the premises of any associated company or agent where the goods are located) without liability for trespass or any resulting damage and retake possession of the goods; and
 - 5.3 To keep or resell any goods repossessed pursuant to (5.2) above;If the goods are resold, or products manufactured using the goods are sold, by the applicant, the applicant shall hold such part of the proceeds of any such sale as represents the invoice price of the goods sold or used in the manufacture of the goods sold in a separate identifiable account as the beneficial property of the Credit Provider and shall pay such amount to All Freight Carrying upon request. Notwithstanding the provisions above All Freight Carrying shall be entitled to maintain an action against the applicant for the purchase price and the risk of the goods shall pass to the applicant upon delivery.
6. I acknowledge that if the account is overdue, All Freight Carrying at its discretion, reserves the right to refer the account to a Mercantile Agency for Collection and I agree to be responsible to meet all reasonable costs and commissions incurred in employing the said mercantile agent to collect the overdue account.
7. Any signatory for a proprietary company applicant shall be personally liable for the due performance of the applicant's obligations as if the signatory was the applicant.
8. I acknowledge and agree that the terms of payment are STRICTLY NETT CASH 14 days from the date of the invoice, and in the event the account becomes overdue, All Freight Carrying reserves the right to charge interest accordance with the Penalty Interest Rates Act 1983.

Guarantor

9. In consideration of the All Freight Carrying performing their services, shipment of carriage, the guarantor at the request of the applicant hereby unconditionally guarantees to All Freight Carrying the due and punctual performance and observance by the applicant of its obligations to All Freight Carrying under the terms of supply agreed between them (AFC) and the applicant.
10. If the applicant shall make default in the payment when due of the amounts payable to All Freight Carrying referred to in paragraph 9. above the guarantor shall forthwith on demand by the AFC, unconditionally pay to AFC an amount equal to all of the amounts owed by the applicant.
11. As an independent and primary obligation without paragraph 9. above, the guarantor hereby unconditionally and irrevocably agrees to indemnify and keep indemnified the expenses suffered or incurred by AFC arising from the failure of the applicant to comply with its obligation incurred in connection with it trading with AFC or by reason of the applicant not being at any time, or ceasing to be, liable in respect of the obligations and liabilities purported to be assumed by it in accordance with the express terms of these services, carriage or shipment.
12. The services, carriage or shipment shall remain in full force and effect notwithstanding the death, bankruptcy or incapacity of the guarantor or the death, bankruptcy, liquidation, incapacity or any change in the constitution or in the name or style of the applicant (or any retirement or death of any partner of in the introduction of any further partner.) The service, shipment or carriage shall be additional to any other guarantee or security now or later held from the guarantor or any person in respect of the debts or liabilities of the applicant and shall not merge with or prejudice any other security or right or remedy and may be enforced notwithstanding the same.
13. The guarantor hereby acknowledges that no security has been taken or shall be taken from the applicant for entering into the service, shipment or carriage, and no steps will be taken to recover from the applicant, or to prove in any liquidation of the applicant in respect of any sum paid by the guarantor hereunder until all sums due from the applicant to All Freight Carrying have been paid in full.
14. The guarantor shall not be exonerated or discharged nor shall his liability be affected by any forbearance, whether as to payment, time, performance or otherwise howsoever, or by any indulgence being given to the applicant or by any variation of the terms of the service, shipment or carriage of by any act, thing, omission or means whatever which, but for this provision, might operate to exonerate or discharge the guarantor from its obligations under the services, shipments or carriages.