



Aus Transport and Logistics PTY LTD – Customer Account Application

Company Name: _____

Trading As: _____

ABN: _____

Postal Address: _____

Pick-up Address (if applicable): _____

Trading Hours: _____

Operations Contact: _____

Phone: _____

Email: _____

Accounts Contact: _____

Phone: _____

Email: _____

I _____ of _____
holding the position of _____ am duly
authorised to open a **TRADING ACCOUNT** with Aus Transport and Logistics Pty Ltd and
agree and accept trading terms of Aus Transport and Logistics Pty Ltd which are strictly 7
days from invoice date. Invoice admin fee may apply. The undersigned accepts Aus
Transport and Logistics Pty Ltd terms and conditions of contract.
Please note: Aus Transport and Logistics Pty Ltd is not a common carrier.

Signed: _____

Date: _____

1. This Contract contains the terms and conditions on which the Carrier will supply Services to the Consignor. The Consignor acknowledges that it is bound by these terms and conditions by requesting or accepting Services of the Carrier.



2. In these terms and conditions:

"Carrier" means Aus Transport and Logistics and its related bodies corporate carrying on business in their own names and any business names, their employees, agents and sub-contractors.

"Charges" means all fees and costs for services provided by the Carrier and/or including any servant or agents of the Carrier (excluding insurance cover whilst in transit).

"Consignor" means an individual who acquires services wholly or predominantly for personal, domestic or household use or consumption.

"Goods" means the freight accepted from the Consignor together with any methods of packaging and material handling supplied by or on behalf of the Consignor.

"GST" means the Goods and Services Tax as defined with A New Tax System (Goods and Services Tax) ACT 1999 (as amended).

"Service" means and includes the whole of the operations and services undertaken by the Carrier in respect of the Goods, including but not limited to the carriage, transport and/or the storage of the goods.

"Sub-Contractor" means any other person, firm or company, its servants or agents, with whom the Carrier may arrange of any goods subject to this Contract.

3. The Carrier is not a Common Carrier and will accept no liability as such. The Carrier, at its sole discretion, reserves the right to refuse the carriage or transport of articles for any person, firm or company, or the carriage or transport of any class of goods.
4. The Carrier and any Sub-Contractor may sub-contract or arrange for the provision of services to the Consignor on any terms with any other person, firm or corporation.
5. The Carrier and/or any employee, agents or Sub-Contractor of the Carrier shall have express authority to execute any service on behalf of the Consignor to facilitate consignment and the execution of such service shall be binding of the Consignor.
6. The Consignor warrants that the Consignor is either the owner or the authorised agents of the owner of the Goods and has authority to enter this Contract.
7. The Consignor shall comply with all laws, rules and regulations prescribed by any federal, state or local authority relating to the regulation of the carriage of dangerous, inflammable, explosive or offensive goods and shall indemnify the Carrier for any damages, fees or costs incurred, arising out of the failure to comply with any such laws, rules or regulations including penalty, legal costs or disbursements.
8. The Consignor warrants that it shall pay all costs and expense incurred by the Carrier relating to the transport or storage of the Goods including any applicable GST or other tax, toll, road traffic regulation levy, detention, demurrage, weighbridge, shipping, customs handling or excise fees.
9. The Consignor expressly authorises the Carrier to determine at its sole discretion the choice of route, manner of carriage and method of handling and storage of the Goods. If the Consignor indicates to the Carrier a particular method of carriage, handling or storage of the Goods, the Carrier shall give priority to that method, but reserves its full discretion to adopt any other method.
10. Charges payable to the Carrier shall be deemed to be fully earned when the Goods are delivered by any employee, agents or Sub-Contractor of the Carrier from the point of despatch nominated by the Consignor.
11. Should the consignee of the Goods not be in attendance at the place of delivery during normal trading hours or at the time specified by the Consignor, or if the Carrier arrives to effect delivery at the consignee's premises and is delayed in making prompt delivery for any reason whatsoever outside the Carrier's control, then the Carrier reserves the right to make an additional charge for every call made as a consequence and for the amount of time of any delay until delivery is affected. The Carrier shall be deemed to have delivered the Goods if the address given by the Consignor is attended by a person representing himself or herself to be authorized to receive the Goods and such person acknowledges receipt of the same or, if such address is unattended, by leaving the Goods at that address, The Consignor shall not request the Carrier to deliver the Goods C.O.D.
12. Subject to condition 13, to the maximum extent permitted by law, the Carrier shall not be liable for any claim by or on behalf of the Consignor for any damages, compensation or any other loss arising in contract and/or in tort or on any other basis in law and/or equity and/or based up any statutory provision for any non-performance in whole or in part of any description or character including any claim based on negligence or any failure to perform in whole or in part of any description or character by any employee or agent or Sub-Contractor of the Carrier in relation to the consignment of the Goods, and further shall not be liable for any economic loss or any other form of loss arising either directly or indirectly out of any damage or injury to the Goods.
13. This condition applies if the Consignor is a Consumer within the meaning of the Competition and Consumer Act 2010(Cth)("the Act"). Nothing in these terms and conditions shall be construed so as to excluded or limit any liability of the Carrier under Schedule 2 of the Act and the services provided by the Carrier come with the guarantees that cannot be excluded under the Australian Consumer Law. The liability of the Carrier for any breach of this Contract shall be limited at the option of the Carrier to having services supplied again or the cost of supplying the services again. Except where the Carrier is liable by operation of any non-excludable terms implied by the Act, the Carrier will not be liable for lost profits, or any special, incidental or consequential damages arising out of the provision of services under this Contract howsoever arising, including or negligence.
14. The Consignor shall indemnify the Carrier against any claim for damages and/or compensation of any description including legal costs and disbursements associated with defending such a claim, caused by the Goods or a breach of any of these terms and conditions by the Consignor, including any negligent, wilful or unlawful acts or misconduct by or on behalf of the Consignor.
15. The Consignor shall be liable to satisfy the charges of the Carrier within thirty (30) calendar days of receipt of the Carrier's tax invoice.
16. Any credit claims by the Consignor must be notified in writing to the Carrier within thirty (30) days of the applicable tax invoice date.
17. The Consignor is not entitled to delay, withhold, set off or refuse to make payment for the carriage or storage of the Consignor's goods by reason of the failure of the Carrier for any reason to supply copies of proof of delivery.
18. The Consignor covenants with the Carrier and undertakes not to hire, use, or employ either directly or indirectly any employee, agent or Sub-Contractor introduced to the Consignor by the Carrier either during the period that the services are being provided by the Carrier to the Consignor or for a period of 6 months from the last date of service by the Carrier to the Consignor. In the event of a breach of this condition, the Consignor agrees to indemnify and pay to the Carrier on demand a genuine pre-estimate of its loss in the sum of \$20,000 or alternatively such loss and damage as may have been suffered as a result by the Carrier.
19. The Consignor shall bear all responsibility for insuring the Goods and the Carrier will not affect any insurance whatsoever on behalf of the Consignor unless expressly agreed in writing.
20. These terms and conditions cannot be varied except with the written consent of the Carrier and the Consignor. Such terms and conditions as varied will apply to the services provided by the Carrier to the Consignor from the date when they are notified to the Consignor. The Consignor agrees that notification by the Carrier may be made by electronic or such other means as the Carrier deems appropriate.
21. If a condition of this Contract is found by a court of law to be unenforceable for any reason, it shall be severed from the rest of the Contract and does not affect the enforceability of the rest of the Contract.
22. These terms and conditions are governed by the laws of the State of Victoria, Australia, and the Consignor submits to the jurisdiction of the courts in the said State