



Terms and Conditions of Carriage

In These Terms and Conditions:

1. Definitions

“Carrier” means the Ausfast Couriers (ABN 57415961), including any sub-contractor of the Carrier.

“Consignor” means the client/party that has engaged the Carrier to provide the Services in accordance with these conditions.

“Goods” means the items provided by the Consignor for carriage by the Carrier.

“Receiver” means the consignee party nominated by the Consignor to receive the Goods.

“Services” means the services provided by the Carrier in connection with the carriage of the Goods including (without limitation), the carriage, transport and/or storage of the Goods plus any incidental services.

2. Not A Common Carrier

The Carrier is not a common carrier and accepts no liability as such and may in its absolute discretion:

- i. Refuse carriage of any item for any person or corporation
- ii. Open any package, envelope or other packaging in which the Goods are placed or packaged,
- iii. When taking steps under this clause, the Carrier will use reasonable efforts to limit damage to the Goods or its packaging, and where reasonable to do so, will contact the Consignor to resolve the issue rather than opening the Goods.

3. Warranties and Acknowledgments

The Consignor warrants that the person who tenders the Goods for carriage has the authority to deliver the Goods to the Carrier and sign any consignment note. At the time of providing the Goods to the Carrier, Consignor accepts these conditions of contract for the Consignee as well as for all other persons on whose behalf the Consignor is acting.

Where the Consignor is not the owner of the Goods it warrants it has full authority to act as agent of the owner of the Goods and shall keep indemnified the Carrier in respect of all liability whatsoever (including without limitation any loss or damage caused by the Goods during the provision of the Services by

the Carrier or caused from the negligent or wilful act or default of any third party) in connection with the Goods.

The Consignor warrants:

- i. That it has complied with all laws and regulations relating to the nature, packaging, labelling of the Goods for carriage, and that the Goods are packed and packaged in a manner adequate to withstand the ordinary risks associated with the Services having regard to the nature of the Goods; and
- ii. The accuracy of all markings and brandings of the Goods, descriptions, value and other furnished to the Carrier for carriage, customs, consular or any other purpose and indemnifies and keeps indemnified the Carrier against all losses, damage, expense and fines arising from any inaccuracy or omission in this respect.

4. Insurance

It is the Consignor's responsibility to take out suitable insurance.

The Consignor hereby releases the Carrier from any liability that may arise in relation to the Goods due to any failure of a policy of insurance to cover such liability.

5. Liability

THE CARRIER IS NOT LIABLE FOR ANY LOSS OR DAMAGE. The goods are at the risk of the Consignor and not the Carrier. Unless expressly agreed in writing the Carrier shall not be responsible in tort or contract or otherwise and shall be released and indemnified by the Consignor for any liability arising for any loss of or damage. This includes deteriorations of Goods or mis-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.

- i. No claim in respect to loss or damage of Goods may be made unless a notice of claim is lodged in writing at the registered office of the Carrier and within seven (7) days after delivery was affected.
- ii. Non-delivery of the Goods - within 30 business days from the date the Carrier receives the Goods from the Consignor, so that any such claim not so made shall be waived by the Consignor and rejected by the Carrier.
- iii. All information reasonably requested by the Carrier, or its third-party claims administrator, in relation to the claim must be provided in writing within 14 business days of the request being made.

If any liability whatsoever and however arising is found to attach to the Carrier or any subcontractor, the Carrier's liability shall be limited in the case of Services supplied under this contract to the lesser of:

- iv. Supplying the Services again;

- v. Payment of the cost of supplying the Services again; or
- vi. The amount of A\$100.00.

6. Delivery

The Carrier is authorised to deliver the Goods to the Receiver at the address nominated by the Consignor or Receiver or agent of either of them and the Carrier shall be deemed to have delivered the Goods in accordance with these Conditions if the Carrier:

- i. Obtains a signature acknowledging receipt from any person who presents themselves to the Carrier as the Receiver or its agent; or
- ii. Is provided with a written Authority to Leave (ATL), which can be either permanent or a per consignment basis, which allows delivery without signature, from either the Consignor or Receiver
- iii. Request that the Receiver attend the Carrier's premises to collect the Goods.

If neither re-delivery nor pick up by the Receiver can be completed within 7 days, the Carrier may return the Goods to the Consignor.

7. Responsibility for Charges

The Consignor is liable to the Carrier for all proper charges incurred for any reason in the provision of the Services, including but not limited to, reasonable fees and charges for credit or debit card payments.

- i. The Carrier's charges shall be deemed fully earned as soon as the Goods are received by or on behalf of the Carrier and shall be immediately payable then and non-refundable.
- ii. Neither party may set off against any moneys payable by them, under these Conditions, any moneys owed or alleged to be owed to them by the other party.
- iii. Where a dispute arises between the Consignor and Consignee over payment of the Carrier's charges, it is agreed that the liability for such charges remains with the Consignor at all times and the Consignor shall not institute any set off or deduction of charges owed to the Carrier

8. Nature of Goods

The Consignor must not provide to the Carrier:

- i. Any Goods with a deadweight or cubic weight of more than 25kg or length of more than 2.15m (or such other deadweight or cubic weight or length as advised by the Carrier in writing prior to taking the Goods);
- ii. Any volatile spirits, explosive Goods or Goods which are or may become dangerous (including radioactive materials), flammable or offensive (Dangerous Goods), outside the minimum levels for Dangerous Goods for goods in classes 3 and 8 of the Australian Code for the Transport of Dangerous Goods, without also presenting

a full description disclosing the nature of the Goods or Dangerous Goods to the Carrier. The Carrier will accept only DG class 3 and 8 in Accepted quantities.

9. Applicable Law

These Conditions shall be governed and construed in accordance with the laws of the place of issue of a consignment note.

10 Subcontractors

The Carrier is hereby authorised to subcontract the whole or any part of the Services and such authorisation extends to any subcontractor.

ii. Any clause herein excluding or limiting the liability of the Carrier or providing any right or exemption from liability to the Carrier shall also be available and shall extend to protect all subcontractors and every servant or agent of the Carrier and of any subcontractor. The Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of such persons and each of them and all such persons and each of them shall to this extent be or be deemed to be parties to this contract.

iii. The Consignor undertakes that no claim will be made against any servant, subcontractor or agent of the Carrier which imposes or attempts to impose upon any of them any liability whatsoever in connection with the goods or Services under this contract. If any such claim should nevertheless be made, the Consignor shall indemnify the Carrier against the consequences thereof.

11. Force Majeure

The Carrier is not liable for loss or damage to the Goods where the loss or damage wholly or partly resulted from causes beyond the control of the Carrier including but not limited to natural disasters, acts of war or civil unrest.