

**TWO WHEEL TRANSPORT  
STANDARD TERMS AND CONDITIONS OF CONTRACT**

**1. Definitions**

In these terms and conditions ("Conditions"):

**"Carrier"** means Stuart Gibb trading as Two Wheel Transport ABN 32 189 343 792 and any related bodies corporate carrying on business in their own names and under any business names and his and/or their employees, officers, servants, agents and sub-contractors.

**"Carriage"** means the whole of the operations and services undertaken by the Carrier in respect of the Goods, including but not limited to the transportation and storage of the Goods.

**"Delivery Address"** means the address on the consignment note or provided to the Carrier by the Sender to which the Goods must be delivered by the Carrier to the Receiver.

**"Goods"** means the goods accepted from the Sender together with any container, packaging or pallet supplied by or on behalf of the Sender.

**"Receiver"** means the person, organisation, business or company who receives the Goods upon delivery by the Carrier;

**"Sender"** means any person, organisation, business or company who requests Carriage services from the Carrier and/or consigns Goods to the Carrier for the Carriage of those Goods to the Delivery Address;

**"Sub-contractor"** means and includes any person who pursuant to a contract or arrangement with any other person (whether or not the Carrier) performs or agrees to perform the Carriage or any part thereof and any person who is an employee, officer, servant or agent of the sub-contractor.

**2. Contract Basis**

2.1 The Carrier is NOT A COMMON CARRIER and does not accept any liability as a common carrier AND MAY REFUSE TO TRANSPORT GOODS FOR ANY PERSON OR TO TRANSPORT ANY CLASS OF GOODS AT ITS SOLE DISCRETION. The Carriage will be performed subject to these Conditions.

2.2 The Sender has filled in the front and for this contract the Carrier relies on the details of description, items, weight and measurement on the front but the Carrier cannot verify their accuracy and the pick up driver's signature is acknowledgement for the number of items only.

2.3 Notwithstanding anything to the contrary contained in these Terms and Conditions the Carrier shall not be liable whatsoever and howsoever for any indirect or consequential loss and/or damage arising from any act or omission or statement of the Carrier.

**3. Sender's Obligations**

3.1 The Sender must not tender for Carriage any volatile spirits or explosive goods or goods which are or may become dangerous, inflammable or offensive (including radioactive materials) or which are or may become liable to damage any person or property without first presenting to the Carrier a full written description disclosing the nature of those goods.

3.2 The Sender must make the Goods conform to the Receiver's requirements and must pay any expense incurred by the Carrier if the Sender fails so to do.

**4. Sender's Warranties**

The Sender warrants:

4.1 It has fully and adequately described the Goods, their nature, weight and measurements and complied with all applicable laws and regulations (including the Australian Code for the Transport of Dangerous Goods by Road, Rail and Sea, Civil Aviation Regulations and the International Maritime Dangerous Goods Code) about the notification, classification, description (on this contract or separately), labelling, transport and packaging of the Goods and that given their nature, the Goods are packed in a proper way to withstand the ordinary risks of transport;

4.2 The person delivering the Goods to the Carrier for Carriage is authorised to sign this contract;

4.3 It is either the owner or the authorised agent of the owner of the Goods and by entering into this contract it accepts these Conditions for itself and the Receiver as well as for any other persons for whom the Sender is acting;

4.4 Neither it nor any other person will make an allegation against the Carrier about the Carriage of the Goods; and

4.5 It will, at its risk and expense, provide labour and mechanical equipment to load and unload the Goods as reasonably necessary.

AND the Sender agrees to indemnify and keep indemnified the Carrier for any loss, damage, expense, penalty, fine or liability whatsoever arising from a breach of these warranties.

**5. The Carrier's Rights**

5.1 If, in the Carrier's opinion, the Goods are or are liable to become dangerous, inflammable, explosive, volatile, offensive or damaging in nature, the Carrier may at any time destroy, dispose of, abandon or render them harmless without compensation to the Sender or Receiver and without prejudice to the Carrier's right to any charges.

5.2 If the Sender instructs the Carrier to use a particular method of transport whether by road, rail, sea or air, the Carrier will give priority to that method designated but if the Carrier cannot conveniently adopt it the Carrier may transport or have the Goods transported by another method.

5.3 The Carrier is authorised to deliver the Goods at the address given to the Carrier by the Sender or any other address directed by the Receiver and the Carrier will be taken to have delivered the Goods if at either address the Carrier obtains from any person a receipt.

5.4 If any contract or identifying document or mark is lost, damaged, destroyed or defaced the Carrier may open any document, wrapping, packaging or other container in which the Goods are placed or carried to inspect them either to determine their nature or condition or to determine their ownership or destination.

5.5 The Carrier may consolidate the Goods with others and as principal or agent may arrange for Carriage of the Goods by any subcontractor on any terms.

5.6 The Sender authorises the Carrier to lease, hire or use any container or pallet in which or on which the Goods may be placed or packed and subject to the terms of any bill of lading, lease agreement, equipment hand-over agreement, interchange receipt or other contract for transport whether by sea, rail, road or air and give any receipt for the Goods or any container or pallet.

5.7 The Carrier, in addition to acting for itself, also acts as agents or trustee on behalf of or for each of its servants, agents and sub-contractors so its servants, agents and sub-contractors are entitled to the full benefit of these Conditions including any exclusions or limitations of liability to the same extent as the Carrier.

5.8 Where Goods are stored by the Carrier at the request of the Sender the Carrier is not obliged to carry out any maintenance work on any item stored, including but not limited to cleaning, starting engines or inflating tyres.

**6. Charges**

6.1 In addition to the charges on the front or otherwise communicated to the Sender, the Sender or the Receiver must:

6.1.1 pay the Carrier for any delay in excess of 60 minutes which occurs in loading or unloading the Goods. The delay period commences when the Carrier reports to load or unload during normal trading hours;

6.1.2 supply or pay for labour to load or unload the Goods;

6.1.3 pay the Carrier's expenses and charges to comply with any law or regulation or any order or requirement made under them or with the requirement of any harbour, dock, railway, shipping customs warehouse or other person;

6.1.4 if any of the Goods are under Customs control, pay all customs duty, excise duty and costs which the Carrier becomes liable to pay or pays;

6.1.5 pay the charges if the Carrier is instructed that someone other than the Sender is to pay the charges and that person does not pay the charges within 7 days of the date for payment, or within 7 days of delivery or tendered delivery of the Goods;

6.1.6 pay freight by weight, measurement or value as the Carrier selects. And if the Goods are at any time re-weighed or re-valued or re-measured they must pay any proportional additional freight; and

6.1.7 pay any charge for demurrage at the rate charged to the Carrier directly or indirectly by any railway or shipping authority or by any other person.

6.2 The Sender acknowledges:

6.2.1 the Carrier's charges are considered earned as soon as the Goods are loaded and despatched and whether they are delivered to the Receiver or not and whether damaged or not;

6.2.2 the Carrier will not refund any payment for charges under any circumstances; and

6.2.3 the charges listed in the Carrier's published rate schedule or otherwise communicated to the Sender, and including but not limited to, any special rates, ancillary charges and storage charges do NOT include GST.

**7. Insurance**

The Carrier will not arrange insurance for the Goods for the Sender's or Receiver's benefit.

**8. Lien**

8.1 The Carrier has a general lien on the Goods for all charges due or which become due on any account whether for Carriage of the Goods or any other goods or any other services.

8.2 If the charges are not paid and/or the Goods are not collected the Carrier may without notice, and in the case of perishable Goods immediately:

8.2.1 remove all or any of the Goods and store them as the Carrier thinks fit at the Sender's risk or expense, or

8.2.2 open any package and sell all or any of the Goods as the Carrier thinks fit and apply the proceeds to discharge the lien and costs of sale.

**9. Claims**

9.1 The Sender or Receiver must give notice in writing to the Carrier of any claim to be made under this contract within 7 days of the date of delivery or in the case of non-delivery within 7 days of becoming aware of the non-delivery.

9.2 The failure to claim within the time under 9.1 is evidence of satisfactory performance by the Carrier of its obligations.

**10. Limitations**

10.1 Goods are deemed to be in transit despite interruption of the Carriage or that the Carrier may divert from the usual route for transport.

10.2 If the Sender requests the Carrier to pack the Goods, the Carrier is not liable for any damage or loss whether in packing or in transit no matter how the damage or loss arises, including any negligence.

10.3 Subject to Clause 11, the Carrier is not liable to the Sender or Receiver or any other person for any loss or damage to or misdelivery, delay in delivery, concealed damage, deterioration, contamination, evaporation, or non-delivery of Goods in its care, custody or control or any consequential loss even if it arises because of breach of contract or negligence or wilful act or omission of the Carrier.

10.4 If the Carrier acts under 5.4, or this contract includes any handling, installation, removal, assembly or erection of any kind, the Carrier is not liable to the Sender or Receiver or any other person for any loss, damage or injury caused or incurred at any time after the Carrier picks up the Goods. This disclaimer extends to include loss, damage or injury to any person, property or thing damaged during any part of the Carriage and to include any consequential loss from that loss, damage or injury even if it arises because of breach of contract or negligence or wilful act or omission of the Carrier.

10.5 Even if the Carrier breaches this contract or any of its Conditions all the rights, immunities and limitations of liability in these Conditions continue to have their full force and effect in all circumstances.

**11. Trade Practices Act**

These Conditions are to be read subject to any implied warranty provided by the *Trades Practices Act 1974* so far as the Act is applicable to this contract and prevents the exclusion, restriction or modification of that warranty.

**12. Law of Contract**

These Conditions are governed and must be construed under the laws of the State of Victoria and any proceedings against the Carrier must be brought in that State.

**13. Variation**

The Carrier will not be bound by any agreement which varies these Conditions unless it is in writing and signed for the Carrier by an authorised officer.

I HAVE READ THE STANDARD TERMS AND CONDITIONS OF CONTRACT AND AGREE TO BE BOUND BY THEM.

...../.....  
(SIGN HERE) (PRINT NAME HERE)