

# Robert Vaughan Transport Pty Ltd

PO Box 569, Moorebank NSW 1875

ABN: 64 118 769 618

## Brick, Tile & Stone Transport & Storage

### Solutions

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#### Standard terms and Conditions of Carriage and Storage of Goods

By engaging Robrt Vaughan Transport Pty Ltd in any form of activity, you are agreeing to the "Terms and Conditions" herein.

##### 1. Definition and Interpretation

In these terms and conditions unless otherwise expressed:

- a) "Carrier" means Robert Vaughan Transport Pty Ltd, (abbreviated as RVT for reference herein), ABN 64 118 769 618, its offices, employees and associated sub-contractors and sub-agents.
- b) "Charges" or "Charge" means the charges payable for carriage and storage. These rates are in most cases pre-determined, otherwise agreed, and any tax including a goods and services tax (GST) applied to any transaction of supply or service.
- c) "Customer" or "Consignor" means any person, organisation or company, government or statutory body or authority with whom this contract is made, or on whose behalf this contract is entered into.
- d) "Goods" means the cargo accepted from the Consignor, or an agent acting on the behalf of the Consignor, together with any packaging, container or pallets supplied.
- e) "Storage" means the whole of the storage operations and services undertaken by the Carrier for the Goods but does not include the collection of the goods or their re-delivery when taken out of storage.
- f) "Sub-Contractor" shall mean and include any person, organisation or company, government or statutory body with whom the Carrier may arrange for the carriage or storage of any Goods, being the subject of these terms and conditions.

##### 2. Exclusions and Limitations of Carriers Liability

The Carrier is Not a Common Carrier and will accept no liability as such.

2.1) All goods are carried or transported and all storage and all other services are performed by the Carrier subject to these terms and conditions.

2.2) The Carrier reserves the right to refuse the Carriage of Goods or any class of Goods for the Consignor.

2.3) The Goods are accepted by the Carrier subject to the following conditions.

1. The Goods are carried at the risk of the Consignor and the Carrier shall not be under liability to any person including the Consignor for any loss, damage to or missed delivery, delay in delivery, concealed damage, deterioration, evaporation or non-delivery of Goods held in Carriers care.
2. The Consignor must ensure that the Goods comply with any and all requirements of any applicable laws, customs or government regulations relating to the nature, condition, packaging, carriage and delivery of the Goods and that the expense and charges of the Carrier in complying with the provisions of any such laws, customs or government regulations or with any corresponding order or requirement or with the requirement of any harbour, dock, railway, shipping Customs warehouse or other authority or company must be paid by the Consignor.
3. If any of the Goods are subject to the control of Customs, all customs duty, excise duty and costs which the Carrier pays must be reimbursed by the Consignor.
4. The Consignor must ensure that the Goods are fully described in the spaces provided on the contract including name of booking agent and company acting on behalf of, nature and weight of Goods and dimensions of the Goods.
5. The Carrier is excluded from all liability and the Consignor releases and indemnifies the Carrier against all loss, damage and expense from any claim by the Customer in tort (including negligence), contract, bailment or otherwise for loss or damage to any property injury to or death of any person arising out of the acts or emissions of the Carrier or any or all of the Goods, any delay, non-delivery or failure to supply the Goods, deterioration, damage, contamination or loss of any Goods or any failure arising or delay out of the Storage of the Goods.
6. The exclusion from all liability in clause 2/.2.3/4 extend to include any loss of profit, business or anticipated savings or any other indirect or consequential damage and to economic loss and even if the Carrier knows they are possible or otherwise foreseeable.
7. The Carrier apart from acting for itself, also represents as agent and trustee for its staff, its offices, employees and associated sub contractors and sub-agents, so these conditions, including any exclusions or limitations of liability, to the same extent of the Carrier.
8. The Carrier is not liable for, nor bound by, any instructions to collect cash on delivery or any other payments for the Consignor.
9. The Consignor warrants that except as shown in any accompanying certification, the Goods do not contain any explosive or volatile spirits or other cargo of a dangerous, inflammable or offensive nature, or cargo of which the Carriage of such would be illegal or prohibited by any law or regulation of any State, Territory of the Commonwealth due to its nature, labelling or packaging. The Consignor indemnifies the Carrier in respect of the Carriers liability for death, bodily injury, loss and or damage or against any loss or damage of the Carrier occurring wholly or partially as a result of or arising out of the Consignors failure to comply with this warranty.
10. In regard to goods which the Carrier has been requested by the carrier to pack, and which are described on the face hereof, the Carrier shall not be liable for any damage or loss whatsoever whether in the course of packing or otherwise and howsoever occasioned to such goods.
11. No liability is accepted for any loss, damage or injury in the event of the Carrier having to handle, install, remove, assemble or erect any goods in any way or kind whatsoever. This disclaimer extends to include any loss, consequently or otherwise arising from any such loss.
12. Goods shall be deemed to be in transit notwithstanding that the carriage of the Goods may have been interrupted or the Carrier may have diverted from the usual route for such carriage.

13. No liability is accepted for any loss, damage or injury in the event of the Carrier having to load or load any liquids, partly liquid, substances or any commodities or products into bulk tanks or vessels, drums or containers. The Carrier shall not be liable for any contamination of any such products during any such loading or unloading operation or packing or whilst such products are in transit by any means of transportation or whilst such products are held in store or bulk storage tanks for any reason whatsoever.

### 3. Quotations and Charges

3.1) Any quotation given by the Carrier is valid for 30 (thirty) days from the date of issue.

3.2) The Carriers Charges shall be considered earned once the Goods are loaded and despatched from the Consignors premises, the Carriers, or the Sub-Contractors premises or depot, whichever occurs first.

3.3) Unless specified in writing by the Carrier, the Customer must pay the Charges within 14 (fourteen) days from the date of the Carriers tax invoice.

3.4) The Carrier may, at its discretion charge interest on any overdue amount at the maximum commercial overdraft interest rate for amounts not exceeding \$100 000 (one hundred thousand dollars) as charged by the Carriers banking institution or exercise in lien pursuant to clause 8 (eight).

3.5) The Carriers Standard Scheduled Rate Sheet, (Standard Pricelist) and "Transport Specifications" document form part of these terms and conditions and is available upon request.

### 4. Ownership of Goods

The Consignor warrants expressly with the Carrier that the Consignor is the owner of any Goods which being the subject matter of this contract, and that by entering into this contract the Consignor accepts these conditions. In the event of ownership being in the manner of a third party, the Consignor shall assume any and all responsibilities regarding ownership of Goods whilst in the care of the Carrier.

### 5. Credit Account

A Commercial Credit Account will be activated once a signed credit application and service quotation has been received and approved by the Carrier

### 6. Partial Payment of Account

Unless prior consent is granted in writing by the Carrier to the Customer, or the Customer is awaiting receipt of proof of delivery or any other such supporting documentation of delivery or pick-up, then if the Customer makes no or partial payment to the Carrier on its account the Customer accepts that the Carrier may place a stop service on the Customers' account. The Customer agrees and acknowledges that the Carrier is not liable for any resulting loss or damage caused to the Customer and or its Goods or business reputation as a consequence of the stop service.

### 7. Requests for Credit

Requests for credit by the Customers on each or any of the tax invoice will only be considered and determined by the Carrier if the said request is made in writing within 14 (fourteen) days from the date the tax invoice was generated.

### 8. Carriers Lien

8.1) The Goods are accepted subject to a general lien for all Charges now due or which may hereafter become due to the Carrier on any account. If the lien is not satisfied and/or the Goods are not collected or delivered, the Carrier may at its option and without any notice, in the case of perishable goods forthwith and in any other case upon the expiration of one month either:

a) Remove such goods or part thereof and store them in a place and manner as the Carrier shall think proper and at the risk and expense and at the risk and expense of the Customer; or

b) Open any package and sell such Goods or part thereof upon such terms as it shall think fit and apply in or towards discharge of the lien and costs of sale without being liable to any person for any loss or damage thereby caused.

8.2) In the event that the Customer requests and the Carrier accepts to store Goods for the customer for an extended period of time, the Carrier shall be entitled to give written notice to the Customer by registered or certified mail requiring the Customer to remove the Goods from its Storage within 28 (twenty eight) days or any longer period as specified in such notice, and in the event of failure by the Customer to settle all accounts and finalise all debt, and to so remove the Goods from the Carriers premises, the Carrier may without prejudice to any other rights or obligations which the carrier may have under this contract or otherwise at law sell all or any of the Goods by public auction or private treaty and apply the net proceeds in satisfaction of any amount owing by the Customer to the Carrier and hold the balance, if any, on account of the Customer.

8.3) The Carrier may deduct or set off-from any monies due from the Customer under any contract or agreement debts and monies due from the Customer under these terms and conditions or any other contract or agreement.

### 9. Severability

If a clause of these terms and conditions is unenforceable, the unenforceability does not affect any other part of the terms and conditions or any other term or condition.

### 10. Customer Obligations

The customer must:

10.1) Not tender for Storage any explosive or volatile Goods.

10.2) Not tender for Storage any Goods which are or may become dangerous, harmful, inflammable or offensive.

10.3) Notify the Carrier immediately of any change of its address or contact details.

10.4) Give at least 30 (thirty) days written notification to the Carrier of its intention to withdraw the Goods from Storage, and finalize their account in full for both Storage and transport (if applicable) prior to release of all stock from Storage