

POWER COURIERS (QLD) PTY LTD CONDITIONS OF CARRIAGE

1. In these conditions "carrier" shall mean the business which is operated in the name of **Power Couriers (QLD) PTY LTD** which appears on the face of this document. The carrier is not a common carrier and will accept no liability as such. All goods or articles carried or other services performed shall be subject only to these conditions. Carrier reserves the right to accept or refuse carriage of any goods.
2. The Consignor warrants that except as shown in any accompanying consignor's certificate: the consignment does not contain any explosive, volatile spirits, or other cargo of a dangerous inflammable or offensive nature, or cargo the carriage which by carrier would be illegal or prohibited by any law or regulation of any State, Territory or the Commonwealth due to its nature, packaging or labeling. The Consignor hereby indemnifies carrier in respect of carrier's liability for death, bodily injury, loss and/or damage occurring wholly or partially as the result of, or arising with this warranty.
3. Carrier, its servants, agents and sub-contractors are entitled to the full benefit of these terms and conditions, and carrier shall be deemed to enter into this contract for its own benefit and also for the benefit of its servants, agents and sub-contractors. The Consignor hereby authorises carrier to arrange with a sub-contractor for the carriage of goods or articles the subject of this contract. Any such arrangement shall be deemed to be ratified by consignor upon delivery of goods or articles to sub-contractor.
4. Goods or articles are at the risk of the consignor and not carrier, and carrier shall not be responsible in tort or contract or otherwise, for loss of or damage to or deterioration of goods or mis-delivery or failure to deliver or delay in delivery of goods or articles whether in transit or in storage, or of any reason whatsoever including without limiting the foregoing, the negligence or willful act or default of carrier or others. This clause shall apply to all loss damage deterioration or failure to deliver or delay in delivery whether or not it occurs in the course of performance by carrier, or in the events which are foreseeable by them or either of them, or in the events which would constitute a fundamental breach of contract, or a breach of fundamental term.
5. It is agreed that the person delivering any goods to carrier for carriage is authorised to offer the goods for cartage and/or sign the consignment note for the consignor.
6. Despite any express or implied instructions, or agreement that carrier will use a particular route or method of carriage, handling or storage of goods or articles carrier will give priority to that route or method, but handling, storage or carriage is authorised by consignor by any methods or route.
7. All goods or articles received by carrier for cartage forwarding or storage are accepted subject to the conditions that carrier will accept no responsibility for the collection of payments for cash on delivery goods on behalf of the consignor or any other person. When goods or articles are tendered by any person with instructions for carrier to collect such payments, carrier shall not be bound by such instructions notwithstanding that carrier its servants or agents or sub-contractors may accept the goods or articles as tendered and perform other services of cartage forwarding or storage in relation to those goods or articles. The Consignor hereby authorises carrier to issue a receipt on consignor's behalf upon collection of such payments.
8. Freight shall be considered earned whether the goods are delivered to the Consignee or not and whether damaged or otherwise. Under no circumstances will any payment for freight be refunded or deductions from carrying charges accepted.
9. Carrier's charges for carriage shall be payable by the Consignor without prejudice to Carrier's rights against the Consignee or any such person, provided that when it is stated on the consignment note or docket that charges are payable by the Consignee or the goods consigned "COD" or "Freight Collect", the Consignor shall not be required to pay such charges unless the Consignee fails to pay after a reasonable demand has been made by Carrier for the payment thereof.
10. If on demand any person fails to pay charges due to carrier in respect of any service rendered by carrier, carrier may detain and sell all or any of the goods of such person which are in its possession and out of the moneys arising from the sale, retain charges so payable and all charges and expenses of the detention and sale and shall render surplus, if any, of the moneys arising from the sale and such of the goods as remain unsold to the person entitled thereto.
11. Carrier may charge freight by weight, measurement, time, distance or value, and may at any time re-weigh or re-value or re-measure or require the goods to be re-weighed or re-valued or re-measured and charge proportional additional freight accordingly.
12. A charge will be made by carrier in respect of any delay in excess of five minutes in loading or unloading occurring other than from the delay of carrier, such permissible delay period commencing upon carrier reporting for loading and unloading, labour for which being the responsibility and at the expense of the Consignor or Consignee.
13. No purported variation or modification of these conditions shall have any effect unless in writing signed by the carrier.
14. Consignor warrants that he is not infringing any Act, law, regulation or ordinance of any State, Territory or Commonwealth in the sending of goods.
15. These conditions shall be governed and construed by the law of Queensland wheresoever the contract was made and any proceedings in respect of any matter or thing against carrier shall be instituted or carried on in the State of Queensland only.
16. This contract is not intended to exclude the operation of any law, regulation, act or ordinance of The Commonwealth or any State or Territory which is not permitted to be excluded.