

HOLM PTY LTD T/AS COCKBURN TRANSPORT

PART 2: TERMS AND CONDITIONS OF CARTAGE

1. (a) Cockburn Transport (hereinafter referred to as "The Carrier" which expression shall include the context otherwise requires its servants agents and sub-contractors) is not a common carrier and will accept no liability as such the carrier reserves the right to refuse carriage or transport of any class of goods at its discretion
1. (b) "sub-contactor" shall mean and include:
 1. (b) (i) All companies which are now subsidiaries of Cockburn Transport within the meaning of that expression as defined in section 6 of the companies act 1961.
 1. (b) (ii) Railways operated by the Commonwealth or any State
 1. (b) (iii) All companies which are members of the forwarders 'Division of the Australian Road Transport Federation' and its affiliated associations
 1. (b) (iv) Any other person, firm or company with whom the Carrier may arrange for the carriage of any goods the subject of this contract. And any 1 (b) (iv) person who is now or hereafter a servant, agent, employee or sub-contractor of any of the persons referred to in (i), (ii), (iii) or (iv) above
2. (a) The consignor warrants that the goods comply with the requirements of any applicable law relating to the nature, conditions and packaging of the goods and the expenses and charges of the Carrier in complying with the provisions of any such law or with and order or requirement there under of the requirement of any harbour, dock, railway, shopping, customs, warehouse or other authority or company shall be paid by the consignor
2. (b) if any of the goods are subject to control of the customs then the consignor herein agrees to hold the Carrier harmless and indemnified in respect of all Customs duty, excise duty and costs which the Carrier becomes liable to pay and shall pay in respect of such goods pursuant to any law relating to customs or excise
3. The Carrier shall not be under liability for any loss or damage to or mis-delivery, delay in delivery, concealed damage, non-delivery of goods either in transit or storage whether caused by the negligence of the Carrier or by any other cause
4. Freight shall be considered earned whether the goods are delivered to the consignee or not and whether damaged or otherwise, under no circumstances will payment for freight be refunded
5. Every special instruction to the effect that charges be paid by the consignee shall be deemed to include a stipulation that if the consignee does not pay the said charges within thirty (30) days of delivery or tendered delivery of the goods, the the consignor shall pay the said charges
6. The Carrier may charge freight by weight, measurement or value and may at any time re-weigh or re-value or re-measure or require the goods to be re-weighed, re-valued or re-measured and charge proportional additional freight accordingly
7. It is agreed that the person delivering any goods to the Carrier is authorised to sign the consignment note from the Consignor
8. These conditions shall be governed and construed in accordance with the laws of the state in which Consignment Note issued and any proceedings shall be brought in that state and not elsewhere
9. Should the Consignee of the goods described hereon not be in attendance at the address given during normal trading hours, when the delivery is attempted an additional charge may be made at ruling rates for each call until delivery is accomplished
10. The Carrier will deliver at intermediate points only by special arrangement and then provided facilities are available at all hours
11. Goods may be on forwarded by any means at the Carriers discretion
12. The Carrier is hereby authorised to arrange for the carriage of the goods by an independent contractor or sub-contractor of the Carrier
13. In respect of any clause herein which excludes or in any way limits the liability of the Carrier respect of this carriage of goods, the Carrier in addition to acting for himself as acting agent of and trustee for each of his servants and also any other person of company with whom the Carrier may arrange for the carriage of the goods and the servants of such person or company so that his servants and such person of company and his or its servants are parties to this contract so far as the said clause or clauses containing exclusions or limitations of liability are concerned and if in so far as may be necessary to give effect to this clause the Carrier shall hold benefit of these conditions for his servants and for any such person or company and his or its servants
14. It is specially agreed that all the rights, immunities and limitations of liability granted to the Carrier by the provisions set forth in the above conditions of carriage shall continue to have their full force and effect in all circumstances and notwithstanding any breach of the contract or of any conditions hereof by the Carrier
15. The consignor shall specifically declare and fully describe in writing in the space provided herein the name and the nature and the value of all goods subject to special rates of carriage, or of a noxious, dangerous, hazardous or inflammable nature or capable of causing damage or injury to any other goods, or to any persons or animals with which, or to store, any vessel, vehicle or wagon, van, aircraft, or other conveyance of any kind whatsoever in which they may be loaded, carried, packed or stored, or which are liquid or partly liquid, and additional freight charges shall be paid on such goods if deemed necessary by the Carrier
16. Packaging in regard to goods which the Carrier has been requested by the consignor 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 in transit or otherwise or howsoever occasional to be the said goods or any of item
17. The Carrier may and is hereby expressly authorised by the consignor to carry all goods or to have them carried by any other method or route which the Carrier in his absolute discretion deems fit and notwithstanding any instructions verbal or otherwise of the consignor, that the goods are to be carried by another method or route