

Terms and Conditions

1. Inland Container Terminals Pty. Ltd (ACN 001 638 777, ABN 78 001 638 777) hereinafter referred to as "the carrier", which will include its servants, agents and subcontractors is not a Common Carrier and will accept no liability as such. All goods carried or other services performed shall be subject only to these conditions of carriage and the Carrier reserves the right to refuse the carriage of goods as its discretion.
2.
 - (i) It is agreed that the person delivering the goods to the carrier for carriage or forwarding is authorised to sign the consignment note for the consignor.
 - (ii) The consignor warrants that in agreeing to the terms hereof he/she is, or has, the authority of the persons or persons owning or having any interest in the goods or any part thereof.
 - (iii) Without prejudice to the generality of the foregoing, the consignor undertakes to indemnify the carrier in respect of any liability whatsoever in respect of the goods to any person (other than the consignor) who claims to have, who has or who may hereafter have any interest in the goods or any part thereof.
3.
 - (i) The Carrier and any subcontractor shall be entitled to subcontract on any terms the whole or any part of the carriage.
 - (ii) The consignor undertakes that no claim or allegation shall be made, whether by the consignor or any other person who is or may hereafter be interested in the goods against any person (other than the carrier) by whom (whether as subcontractor principal, employer, servant, agent or otherwise) the carriage or any part thereof is performed or undertaken which imposes or attempts to impose upon such person liability whatsoever in connection with the goods whether or not arising out of negligence on the part of such person and if such claim or allegation should nevertheless be made to indemnify the carrier and the person against whom such claim or allegation is made against the consequences thereof. Without prejudice to the foregoing and for the purpose of this clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons and each of them shall to this extent be or be deemed to be parties to this contract.
4. Every exemption, limitation, condition and liberty herein contained and every right exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect - (a) All subcontractors (b) every servant or agent of the carrier or of a subcontractor (c) every other person (other than the Carrier) by whom the carriage or any part thereof is performed or undertaken and (d) All persons who are or who might be vicariously liable for the acts or omissions of any person falling within (a), (b) or (c) hereof and for the purpose of this clause the carrier shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons and each of them shall to this extent be or be deemed to be the parties to this contract.
5.
 - (i) If and only if the carrier has agreed to insure the goods then the Carrier is liable to the consignor in respect of the carriage of the goods for physical loss or damage up to the limit of such insurance.
 - (ii) In any event subject only to subclause (i) and to clauses 21 and 22 hereof the goods are at risk of the consignor and not the Carrier and the Carrier shall not be responsible in tort or contract or otherwise for any loss or damage to or deterioration of goods or misdelivery or failure to deliver or delay in delivery of goods including chilled, frozen, refrigerated or perishable goods whether in transit or in storage for any reason whatsoever including without limiting the foregoing the negligence or breach of contract or wilful act or default of the Carrier or others this clause shall apply to all such loss or, damage to, or deterioration of goods or misdelivery or failure to deliver, or delay in delivery of goods as aforesaid whether or not the same occurs in the course of performance by or on behalf of the carrier of the contract or in the events which are in the contemplation of the carrier and/or the consignor or in the events which are foreseeable by them or either of them in events which could constitute a fundamental breach of the contract or a breach of a fundamental term thereof
6. If the consignor expressly or impliedly instructs the carrier to use or it is expressly or impliedly agreed that the carrier shall use a particular method of handling or storing the goods or a particular method of carriage whether by road, rail, sea or the air the carrier shall give priority to that mentioned but in any event the method or methods of handling, storing and or carriage adopted by the carrier shall remain at the sole discretion of the Carrier and the consignor hereby authorise the Carrier to adopt any method or methods other than the method instructed or agreed.
7. The Consignor hereby authorises any deviation from the usual route or manner of carriage of goods which may in the absolute discretion of the Carrier be deemed desirable or necessary in the circumstances.
8.
 - (i) The Carrier is authorised to deliver the goods at the address nominated to the carrier by the consignor for that purpose and without prejudice to the foregoing it is expressly agreed that the Carrier shall be conclusively presumed to have delivered the goods in accordance with its contract if, at that address he/she obtains from any person a receipt or signed delivery docket for the goods.
 - (ii) If the nominated place of delivery should be unattended or if delivery cannot otherwise be effected by the carrier the carrier may at its option deposit the goods at that place (which shall be conclusively presumed to be due delivery hereunder) or store the goods and if the goods are stored by the carrier the consignor shall pay or indemnify the Carrier for all costs and expenses incurred in or about such storage. In the event that the goods are stored by the Carrier the Carrier shall be at liberty to re-deliver them to the consignor from the place of storage at the consignor's expense.
9. The consignor shall and remain responsible to the Carrier for all its proper charges incurred for any reason. A charge may be made by the Carrier in respect for any delay in excess of thirty minutes in loading or unloading occurring

other than from the default of the Carrier. Such permissible delay period shall commence upon the Carrier reporting for loading or unloading. Labour to load or unload goods shall be the responsibility and expense of the consignor or consignee.

10. The Carriers charges shall be deemed fully earned as soon as the goods are loaded and dispatched from the consignor's premises' and shall be payable and non-refundable in any event.
11. The Carrier shall have a lien on the goods and any documents relating thereto and on any other goods of the consignor in the possession of the carrier or any documents relating thereto for all sums payable by the consignor to the Carrier and for that purpose shall have the right to sell any such goods by public auction or private treaty without notice to the consignor.
12. (i) The consignor shall not tender for carriage any volatile spirits or explosive goods or goods which may become dangerous inflammable or offensive (including radioactive materials) or which are or may become liable to damage any property whatsoever without presenting full description disclosing the nature of such goods and in any event shall be liable for all loss and damage caused thereby and if in the opinion of the Carrier the goods are or are liable to become of a dangerous, inflammable, explosive, volatile, offensive or damaging nature the same may at any time be destroyed, disposed of, abandoned, or rendered harmless by the Carrier without compensation to the consignor and without prejudice to the Carrier's right to any charges hereunder.

(ii) The consignor warrants that it has complied with all laws and regulations (including the Australian Code for the Transport of Dangerous Goods by Road and Rail and Air Navigation Orders Part 33) relating to the nature, packaging, labelling or carriage of the goods and that the goods are packed in a manner adequate to withstand the ordinary risks of carriage having regard to their nature and hereby indemnifies the Carrier for any liability whatsoever as a result of or arising out of the consignor's failure to comply with each of these warranties.
13. It is agreed that the consignor shall be responsible for the conformity of any containers, packaging or pallets with any requirements of the consignee and for any expense incurred by the Carrier arising from any failure to do so conform.
14. it is agreed that no servant or agent of the Carrier nor any other person has any power to waive or variation is in writing signed by an executive officer of the Carrier.
15. If the Carrier is liable for damage due to or loss of the goods or any part thereof no claim in respect of such loss or damage may be made unless notice of the claim is lodged in writing at an office of the Carrier within seven (7) days after delivery was effected or would in the ordinary course of business have been effected.
16. Notwithstanding any other provision hereof other than clause 21 and 22 hereof the Carrier shall in any event be discharged from any liability whatsoever in respect of the goods unless suit is brought within six (6) months from their delivery and/or from the date on which in the ordinary course of business delivery would have been effected.
17. All goods received by the Carrier for carriage forwarding or storage are accepted subject to the condition that the Carrier shall accept no responsibility for the collection of cash on delivery or any other payments on behalf of the consignor or any other person. When goods are tendered by any person with instructions for the Carrier to collect any such payments, the Carrier shall not be bound by such instructions notwithstanding that the Carrier may accept the goods as tendered and perform other services of carriage forwarding or storage in relation to those goods.
18. Every special instruction to the effect that charges shall be paid by the consignee shall be deemed to include stipulation that if the consignee does not pay the said charges within seven (7) days of the date set for payment or if no date is set for payment within seven (7) days of delivery of the goods then the consignor shall pay the said charges.
19. All rights, immunities and limitations of liability in the above terms shall continue to have their full force and effect in all circumstances and notwithstanding any breach of the contract or any of these terms and conditions hereof by the Carrier or any other such person entitled to the benefit of such provisions.
20. It is hereby agreed that if any provision or part of any provision of this contract is unenforceable such unenforceability shall not affect any other part of such provision or any other provision hereof.
21. In respect of contracts made in Queensland and in any other case where the carriage or any part thereof is subject to the Carriage of Goods by Land (Carriers Liability) Act 1967 of that state these terms and conditions shall continue in full force and effect exempt to the extent that they are or any part thereof is void by the operation of that Act.
22. Notwithstanding anything herein contained the carrier shall continue to be subject to any implied warranty by the Trade Practices Act 1974 (as amended) if and to the extent that the said Act is applicable to this contract and prevents the exclusion, restriction or modification of any such warranty.