



EASTERN TRANSPORT SERVICES

ABN 29 150 675 291

accounts@eastertransport.com.au

PO Box 321, Hurstville BC 1481

CONSIGNMENT No.

Phone - 0429 649 400

SENDER			RECEIVER		
ADDRESS			ADDRESS		
SUBURB	STATE	P/C	SUBURB	STATE	P/C
SPECIAL INSTRUCTIONS			PLEASE TICK SERVICE REQUIRED		FOOD STUFFS
			ROAD <input type="checkbox"/>	HOT SHOT <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
			GENERAL <input type="checkbox"/>	RAIL <input type="checkbox"/>	
			ROAD <input type="checkbox"/>	STORAGE <input type="checkbox"/>	
			EXPRESS <input type="checkbox"/> <input type="checkbox"/>	DANGEROUS GOODS
			YES <input type="checkbox"/> NO <input type="checkbox"/>		

SENDER'S REP.	No. ITEMS	CONTENTS	WEIGHT KILOS	LENGTH CM	WIDTH CM	HEIGHT CM	
TOTAL		SENDER PLEASE NOTE: THIS CONSIGNMENT IS NOT INSURED					

DANGEROUS GOODS AS PER ATTACHED SHIPPERS DECLARATION

U.N. No. _____ I.D. No. _____

CLASS _____ SUB RISK _____

PACKGRIP _____

DANGEROUS GOODS MUST BE DECLARED PRIOR TO PICK UP. IT IS THE RESPONSIBILITY OF THE SENDER TO DECLARE SUCH GOODS. A SHIPPER'S DECLARATION MSDS / EPG MUST BE ATTACHED

PICK UP COURIER COMPANY & DRIVER No.	SENDER'S SIGNATURE	NAME - PLEASE PRINT	DATE
RECEIVED IN GOOD ORDER AND CONDITION	RECEIVER'S SIGNATURE	NAME - PLEASE PRINT	DATE

WE ARE NOT COMMON CARRIERS. Please read terms and conditions of contract endorsed and incorporated overleaf

WHITE: CARRIER'S COPY - PINK: SENDER'S COPY - BLUE: RECEIVER'S COPY - YELLOW: BOOK COPY

**TERMS & CONDITIONS EASTERN TRANSPORT SERVICES (ABN 29 150 675 291)
WITH CLIENTS ("these terms")**

1. Interpretation: In these terms unless otherwise indicated by the context:

- (a) the singular includes the plural and vice versa;(b) headings to clauses are included for the sake of convenience only and will not affect the interpretation of the clauses to which they relate;(c) references to any statute or statutory provision include that statute or statutory provision as amended, extended, consolidated or replaced by subsequent legislation and any orders, regulations, instruments or other subordinate legislation made under the relevant statute;(d) the word person means and includes a natural person, a company, a firm or any other legal entity whether acting as a trustee or not; (e) these terms will bind each party's legal personal representatives, successors and assigns;(f) the word Charges means amounts payable by the Client to ETS including any GST for the supplying of the Services to the Client; (g) the word Client means the person for whom the Services are provided and who orders the Services from ETS; (h) POD means a written proof of delivery that: (i) provides an area for the signature of the recipient of the goods that the Contractor is delivering the goods to in the provision of the Transport Services for the Client who is it is not the Client, is duly authorised by the Client to receive the goods ("the Recipient") or for the person signing on behalf of the Recipient, another area for the printing of the first and last name of the person signing as or on behalf of the Recipient and another area for the insertion of the date that goods are received by the Recipient; (ii) which bears the date of receipt completed by or on behalf of the Recipient, the hand printed and legible first and last names of the person who signed as or on behalf of the Recipient and the signature of or on behalf of the Recipient; and (iii) whereby the signature of the person signing on behalf of or as the Recipient and the date completed by or on behalf of the Recipient acknowledges receipt of the goods by the Recipient from the Contractor in an intact, complete and undamaged condition on the date completed by or on behalf of the Recipient. The POD can be a portion of acknowledgment note for the provision of the Transport Services;(i) All references to ETS include references to its officers, employees and servants; (j) the word Contractor means the person who is supplying the Transport Services and who is the contractor of ETS; (k) Transport Services means the collection, securing, transporting by road and delivery of goods that results in the collection and delivery of goods from one location to another with the goods and locations of collection and delivery being as specified by the Client; (l) the word Services means planning, implementing and controlling the efficient cost effective transport of goods for the Client and includes arranging and paying for the Contractor to supply the Transport Services;(m) GST means Goods and Services Tax as that term is defined in A New Tax System(Goods and Services Tax) Act 1999 (Cth); and(n) where a party comprises two or more persons the rights and obligations of such persons pursuant to these terms will enure for the benefit of and bind all of them jointly and each of them severally.

Sole Terms

2. These terms apply to all transactions between any person who engages ETS to supply the Services and/or for whom ETS supplies the Services and/on who signs these terms on behalf of any person for the supply of the Services by ETS ("the Contracting Parties") including all quotations, offers, orders, consignment notes and invoices (whether by or in the form of email or otherwise) issued or forwarded by ETS or any of the Contracting Parties.
3. These terms will only be waived or varied in writing signed by ETS.
4. These terms are not affected by any claimed applicable terms and conditions issued or forwarded by or on behalf of the Client or by or on behalf of any other of the Contracting Parties to ETS and those parties, by ordering or otherwise causing ETS to supply any part of the Services, thereby acknowledge and agree that these terms apply and that any terms and/or conditions issued or forwarded by or on their behalf, previously, or subsequent to the commencement of the supply of any part of the Services by ETS to the Client, are excluded and do not apply to any transaction involving or relating to the supply of the Services by ETS to the Client.

Not a Common Carrier

5. ETS is NOT a common carrier and does not accept any liability as a common carrier and may refuse to arrange the transport of goods or any class of goods for any person in its provision of the Services.
6. The Contractor is NOT a common carrier and does not accept any liability as a common carrier and may refuse to transport goods or any class of goods for any person in its provision of the Services.

Obligations of the Client

- 7.1. Unless otherwise agreed in writing by ETS, the Client is responsible for the loading and unloading of the goods at the locations of collection and delivery as specified by the Client in respect of the Transport Services ("the Loading & Unloading").
- 7.2. Unless otherwise agreed in writing by ETS: (a) the goods the subject of the Transport Services are at the risk of the Client during the Loading and Unloading and not at the risk of ETS or the Contractor; (b) ETS and the Contractor shall not be liable in respect of the loss or damage whatsoever to any goods while such goods are in the custody or under the control of the Client or during the Loading & Unloading; (c) ETS shall also not be liable for any loss or damage which may be sustained by the owner of any goods, or to any other person who has a right to use or possess any goods (in the event that those persons are not the Client) and the Client shall indemnify ETS against any such loss or damage sustained by any such other person, AND the loss or damage referred to shall mean and include, without limitation, the foregoing loss or damage caused by the negligence or wilful act of ETS or resulting from a default or breach of bailment or breach of contract or otherwise by ETS and whether or not such loss or damage is foreseeable or contemplated by ETS including loss or damage relating to any deterioration or contamination.
- 7.3. The Services provided by ETS are provided on the basis that any goods arranged to be moved or transported by ETS are at the risk of the Client and not at the risk of ETS. ETS shall not be liable for any loss or damage whatsoever to any goods while such goods are in the custody or under the control of ETS or of the Contractor.
- 7.4. In the provision of Services ETS shall be entitled to arrange to transport the goods by any route or way whatsoever (without being bound to arrange for the Contractor to follow any customary or usual route or way), to break any route or journey as it sees fit and in general to arrange for the dealing with the goods in any way whatsoever as shall seem appropriate or convenient to ETS at ETS's sole discretion. ETS may in particular and without limiting the generality of the foregoing arrange for the breaking of any journey for any reason whatsoever without incurring any additional risk to which the goods might be exposed as a result of such breaking.
- 7.5. The Client must not tender for transport or handling by ETS or the Contractor any volatile 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 person or property without first presenting to ETS a full written description disclosing the nature of those goods.

- 7.6. Should circumstances beyond the control of ETS or the Contractor prevent or hinder the provision of the Services, ETS will be free from any obligation to arrange for completion of the delivery goods while such circumstances continue. For as long as such circumstances exist, ETS may, at its option, cancel, rescind or terminate all or any part of the contract or keep the contract on foot until such circumstances have ceased. Such circumstances beyond the control of ETS include, but are not limited to: strikes, lockouts, rebellions; fire; acts of God; Government decrees, proclamations or orders; transport difficulties; failures or malfunctions of computers or other information technology systems; and failures or malfunctions of motor vehicles used by the Contractor in the provision of the Services.
- 7.7. ETS retains a discretion to refuse to provide the Services or any part of them should any conditions at the place of pickup or delivery be dirty, dangerous or hazardous – hygienic or otherwise. Such hazards may also include hazards created by weather conditions such as may be present when there is high wind.
- 7.8. The causes of these terms that exclude or limit ETS's liability will apply only to the extent permitted by law. Provisions of the Competition and Consumer Act 2010 (Cth) (as amended) and other statutes from time to time in force cannot be excluded, restricted or modified or can only be restricted or modified to a limited extent. These terms and conditions must be read and construed subject to any such statutory provisions. If any such statutory provisions apply, then to the extent to which ETS is entitled to do so, its liability under those statutory provisions will be limited at its option to:(a)if the breach relates to goods: (i) the replacement of the goods or the supply of equivalent goods; (ii) the repair of the goods; (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (iv) the payment of the cost of having the goods repaired; OR (b) if the breach relates to services: (i) the supplying of the services again; or (ii) the payment of the cost of having the services supplied again.
- 7.9. The Client acknowledges that ETS and the Contractor do not inspect or examine the working order of, or the condition of, any of the goods to be transported at the time they are collected. ETS does not acknowledge that any of the goods to be arranged to be transported by ETS are in working or operating order or are in a good or unbroken or undamaged condition.
- Client's Warranties and Indemnities**
8. The Client warrants that: (a) it has fully and adequately described the goods, their nature, weight and measurements and that, given their nature, the goods are packed in a proper way to withstand the ordinary risks of transport proposed in the provision of the Services, and the Client bears all risks associated with the packing of the goods for the purposes of that transport;(b) the Client is either the owner or the authorised agent of the owner of the goods to be the subject of the Services and it accepts these conditions for itself and, if the proposed receiver of any of those goods is not the Client, for the receiver as well as for any other person for whom the Client is acting or who may have an interest in the possession or use of the goods; and (c) the signature of the person signing on behalf of or as the Recipient on the POD acknowledges that the goods were received from the Contractor in an intact, complete and undamaged condition and that the Client is estopped from denying that the goods were received from the Contractor in an intact, complete and undamaged condition, AND the Client indemnifies ETS from any loss, damage, expense, penalty, fine or liability arising from a breach of these warranties and any breach of any of these terms.

Further Rights of ETS

9. If in ETS's opinion any goods are or are liable to become dangerous, inflammable, explosive, volatile, offensive or damaging in nature, ETS and/or the Contractor may at any time, and at the Client's cost, destroy, dispose of, abandon or render them harmless without compensation to the Contractor or any other person and without prejudice to ETS's right to the full amount of the Charges as would have been payable in the event that the Contractor had delivered the goods to the delivery location(s) as specified by the Client ("Full Amount of Charges") and ETS shall then immediately be entitled to issue an invoice to the Client for the Full Amount of Charges.

Charges

- 10.1 The Client must: (a) unless otherwise agreed, pay ETS the Charges within 14 days of the issuing of an invoice by ETS to the Client; and (b) pay upon demand by ETS the cost, expense or loss to ETS of any destruction or disposal under clause 7.1.
- 10.2 Aside from the circumstances in clause 7.1 above and clause 8.3 below, ETS's Charges are earned as soon as the goods are delivered to the location(s) of delivery being as specified by the Client.
- 10.3 If for any reason the Client arranges for any other person aside from the Contractor or ETS to complete the provision of the Transport Services after the goods have been collected by the Contractor, then the Full Amount of Charges is payable immediately to ETS and ETS shall be immediately entitled to issue an invoice for the Full Amount of Charges.
- 10.4 ETS will not refund any payment for Charges under any circumstances.
- 10.5 ETS's invoiced charges represent the inclusive value of the supply for GST purposes.

Severability

11. If any part of these terms is invalid or unenforceable, these terms do not include it. The remainder of these terms continue in full force.

Proper Law

12. These terms will be governed by and construed pursuant to the laws of New South Wales and the parties agree to submit to the jurisdiction of the Courts of New South Wales in connection with any dispute relating to these terms.

Rights Not Affected by Failure to Enforce

13. The failure of either party at any time to enforce any of the provisions of these terms or any rights in respect hereto or to exercise any election herein provided will not be a waiver of such provisions, rights or elections or affect the validity of these terms.

Agreed to by the Client on _____ (date)
EXECUTED by _____

(print name(s) of person(s) or if company, name of company and ACN or ABN)

(print name/s of signatory(ies) of company)

(signature)

(signature)

Executed in accordance with sec 127 of the Corporations Act 2001 (Cth) or otherwise by its duly authorised officer and in the signatory's personal capacity