



Terms and Conditions of Contract

Coopers North Queensland Freight Services

1. In these conditions; "The Carrier" shall mean **Coopers North Q-Land Pty Ltd t/as CNQ Freight Services** carrying on business in its own name or any other business name, and unless requested shall include its officers, servants, agents and sub-contractors.
2. The Carrier is not a common carrier and will accept no liability as such. All goods are carried or transported and all storage or any other services performed by the Carrier are subject to these Term and Conditions.
3. The Carrier reserves the right to refuse the carriage or transport of goods, for any person, corporation or company and the carriage or transport of any class of goods at its discretion.
4. The Consignor hereby authorises the Carrier (if it should think fit to do so) to arrange with a sub-contractor or sub-contractors to undertake the transport of any goods the subject of this contract. Any such arrangement shall be deemed to be ratified by the Consignor upon delivery of the said goods to the sub-contractor or sub-contractors. The sub-contractor or sub-contractors shall then be entitled to the full benefit of these terms and conditions as agents of the Carrier.
5. If the Consignor expressly or impliedly instructs the Carrier to use a particular method of handling, storing or transporting the goods whether by road, rail, air or sea, the Carrier will priority to that method but if it cannot conveniently be adopted by the Carrier the Consignor hereby authorises the Carrier to handle, store or to carry the goods by another method or methods.
6. The goods are at the risk of the Consignor and not the carrier and unless expressly agreed in writing shall not be responsible in tort or contract or otherwise for any loss of or damage to or deterioration of goods in mis-delivery or failure or delay of delivery of goods including chilled, frozen, refrigerated or perishable goods either in transit or in storage for any reason nor for any consequential loss or injury of any kind whatsoever, including without limiting the foregoing, the negligence or wilful act or default of the Carrier or others or by any other cause whatsoever.

- 7.** The Carrier is authorised to deliver the goods at the address given to the carrier by the Consignor for that purpose and is expressly agreed that the Carrier shall be taken to have delivered the goods accordance with this contract if at that address he obtains from any person a receipt or signed delivery docket as Proof of Delivery.
- 8.** It is agreed that the person delivering the goods to the Carrier for carriage or forwarding is authorised to sign the Consignment for the Consignor.
- 9.** The Consignor expressly warrants with the Carrier that the Consignor is either the owner or the authorised agent to the owner of any goods or property the subject of this contract and by entering into this contract the Consignor accepts these conditions of contract for the Consignee as well as for any other persons on whose behalf the Consignor is acting.
- 10.** The Consignor hereby authorises any deviation from the usual route or manner of cartage of goods which may be in the absolute discretion of the Carrier be deemed reasonable or necessary on the circumstances.
- 11.** The Carriers charges shall be deemed earned as soon as the goods are loaded and dispatched from the Consignors Premises.
- 12.** The Consignor shall be 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 of any delay in excess of 30 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.
- 13.** If any person fails to pay charges due to the carrier in respect of any service rendered by the Carrier on reasonable demand being made in accordance with contract, the Carrier may detail and sell all or any of the goods of that person which are in its possession and out of money arising from the sale retain charges so payable and all charges and expenses of the detention and sale and shall render the surplus of any of the moneys arising from the sale of and such of the goods as remain unsold to the person entitled thereto.
- 14.** The Consignor or his agent shall not tender for any carriage any explosive, inflammable or otherwise dangerous goods without presenting a full description of disclosing their explosive, inflammable or otherwise dangerous or damaging character of those goods and in default of doing so shall be liable for all loss and damage thereby.
- 15.** Whereby express agreement the Carrier becomes responsible for damage or loss of goods, no claim for such loss or damage shall be allowable unless lodged in writing to an office of the Carrier in the State in which the delivery was effected within seventy two (72) hours of delivery of goods.
- 16.** Where goods are accepted for forwarding by rail to an address in a town or other person where the Carrier has no receiving depot the goods will be deemed delivered according to the Carrier if they are delivered to the nearest rail head.

17. Notwithstanding anything herein contained the Carrier shall continue to be subject to any implied warrant provided by At the Trade Practices Act 1974 (as amended) and to the extent that the said ACT is applicable to the Carrier And prevents the exclusion or modification of the Warranty.

18. The Sender shall comply with all applicable law, customs and other government regulation of any State or Territory of the Commonwealth of Australia including those relating to the packaging, carriage and delivery of goods Shall furnish information and attach such documents to the consignment note as may be necessary to comply with such Laws and regulations. The Carrier shall not be liable to the sender o0r any other person due to the senders failure To comply with this provision.

19. The Sender warrants that except as shown in any accompanying senders certificate the consignment does not contain any explosive, volatile spirits or other cargo of a dangerous or offensive nature or cargo the carriage of which would be illegal or prohibited by law or regulation of any State, Territory or the Commonwealth due to its nature, packaging or labelling. The Sender hereby indemnifies the Carrier in respect of the Carriers liability for death, bodily injury loss and or damage occurring wholly or partially as a result arising from the Senders failure to comply with this warranty.

20. Craneage is not included unless otherwise specified.

21. No purported variation or modification of these conditions shall have any effect unless in writing signed by a executive officer of the Carrier.

22. Pallets will be considered to be an integral part of a consignment and assessed at 50kg each if not included in the nominated overall weight. We do not exchange pallets.

23. These current standard Terms and Conditions of Contract of **Coopers North Q-Land Pty Ltd** t/as **CNQ Freight Services** will be made available to the Customer upon request. It should be noted that these Terms and Conditions are subject to alteration from time to time without notice and Customers should ensure that they obtain an up to date copy.