

PICKERING TRANSPORT GROUP

Incorporating

Kelly's & Young Trucking Company Pty Ltd, Pickering Transport Pty Ltd, Pickering Transport (Kerang) Pty Ltd, Pickering Transport (Melbourne) Pty Ltd, Dyers Riverland Transport

1. Pickering Transport Group (herein after referred to as the "Carrier" which expression shall include unless the context otherwise requires its service, agents and subcontractors). IS NOT A COMMON CARRIER AND WILL ACCEPT NO LIABILITY AS SUCH. All articles are carried or transported and all storage and other services are performed by the Carrier subject only to these conditions AND THE CARRIER RESERVES THE RIGHT TO REFUSE THE CARRIAGE OR TRANSPORT OF ARTICLE FOR ANY PARTICULAR PERSON, FIRM OR COMPANY AND THE CARRIAGE AND TRANSPORT OF ANY CLASS OF ARTICLES AT ITS DISCRETION.
2. The goods are accepted by the Carrier subject to the following conditions:-
 - b. That they comply with the requirements of any applicable law relating to the nature, condition and packaging of goods and any expenses and charges authority or any other party shall be paid by Consignor.
 - c. that if any of the goods are subject to the Customs, all duty and costs which the carrier becomes liable to pay and does pay shall be paid by the consignor
 - d. that the goods are fully described in writing in the space provided hereon;
 - e. that the goods do not contain any explosive, inflammable or otherwise dangerous or damaging goods other than as are specifically disclosed as such hereon;
3. The consignor hereby authorises the Carrier (if it should think fit to do so) to arrange with a sub-contractor for the carriage 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 such subcontractor.
4. If the Consignor instructs the carrier to use a particular method of carriage whether by road, rail, sea or air the Carrier will give priority to the method designated but if that method cannot conveniently be adopted by the Carrier the consignor shall be deemed to authorise him to carry or have goods carried by another method or methods.
5. The Consignor shall be deemed to authorise any deviation from the usual route or manner of carriage of goods which may in the absolute discretion of the Carrier be reasonable or necessary in the circumstances.
6. Freight shall be considered payable as soon as the goods are loaded and dispatched.
7. UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING THE CARRIER SHALL NOT BE LIABLE IN TORT OR CONTRACT OR PURSUANT TO ANY OTHER CAUSE OF ACTION HOWSOEVER ARISING IN RESPECT OF ANY LOSS OF OR DAMAGE TO GOODS OR THE FAILURE TO DELIVER OR DELAY IN THE DELIVERY OF GOODS OR MISDELIVERY OF GOODS, EITHER IN HANDLING OR IN TRANSIT OR IN STORAGE. This disclaimer extends to include not only loss of or damage to the goods themselves, but loss, damage or injury to any person, property or thing damaged during the movement, and to include any loss consequently or otherwise arising from any such loss, damage or injury.
8. INSURANCE WILL NOT BE ARRANGED BY THE CARRIER EXCEPT WITH THE EXPRESSED INSTRUCTIONS IN WRITING OF THE CONSIGNOR AND THEN ONLY AS AGENT FOR AND AT THE EXPENSE OF THE CONSIGNOR AND ON LODGEMENT OF A DECLARATION AS TO VALUE PRIOR TO COLLECTION. THESE INSTRUCTIONS MAY BE GIVEN BY COMPLETING INSURANCE PARTICULARS ON FRONT.
9. In the event that, whether pursuant to any liability imposed on the Carrier or otherwise, the Carrier makes any payment to the Consignor in respect of loss of or damage to or delay in delivery of goods (including consequential loss) the Consignor hereby assigns to the Carrier all rights which the Consignor may have under any policy of insurance or against any person, firm or corporation in respect of any other possible cause of action to recover such loss and the Consignor hereby irrevocable appoints the Carrier as the Attorney of the Consignor with full power in the Consignors name to claim, demand, sue for and recover any such amount and the Consignor shall execute all such documents and provide all such information as may be necessary to enable the Carrier to obtain full benefit of this clause.
10. Should the consignee of the goods described hereon not be in attendance at the address given during normal trading hours when delivery is attempted and additional charge may be made at ruling rates or each call until delivery is accomplished
11. Every special instruction to the effect the charges shall be paid by any person other than the Consignor shall be deemed to include a stipulation that if such other person does not pay the set charges within 7 days of the date set for payment or, if no date is set for payment, within 7 days of delivery or attempted delivery of the goods, then the Consignor shall pay the said charges.
12. The Consignor expressly warrants with the Carrier that the Consignor is either the owner or the authorised agent of the owner of any goods or property the subject matter of this contract and by entering into this contract the Consignor accepts these conditions of contract for the consignee as well as for all other persons on whose behalf the consignor is acting. The Consignor enters into the contract with the Carrier as agent for the goods or property the subject matter of any contract with the Carrier (if the Consignor is not the owner) and for every person, firm or corporation which has any interest or equality in any of the goods or property.
13. In respect of any clause herein which exclude or in any way limit the liability of the Carrier in respect of the respect of this carriage of goods the Carrier, in addition to acting for itself, is acting as agent and trustee for each of its servants and any other person or company with whom the Carrier may arrange for the carriage of the goods and the servants of such person or company that 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 and in so far as may be necessary to give effect to this clause the Carrier shall hold the benefit of these conditions for its servants and for any such person or company and his or its servants.
 - a. The within contract shall be government and construed in accordance with the laws of Victoria
 - b. In the event that notwithstanding this condition this contract shall be held to be subject to the laws of some other state or territory as the proper law or the contract then, except where the repugnant to the provisions of those laws, these conditions shall apply.
 - c. Any proceedings against the Carrier shall be brought within 12 months from the date from contract.
 - d. Any claim for loss of or damage to goods shall be notified in writing to the Carrier within 72 hours after delivery was effected or, in the case of loss, after delivery would, in the ordinary course of events, have been affected.
15. It is agreed that the person delivering the goods to the Carrier for Carriage or forwarding is authorised to sign this consignment note for the consignor.
16. The Carrier shall not be bound by any agreement purporting to vary these conditions unless such agreement shall be in writing and signed on behalf of the Carrier by an officer of the Carrier.
17. In respect of contracts made in Queensland these conditions shall be subject to the Carriages of Goods by Land (Carriers' Liability) Act 1967, of the state but except where repugnant to the provisions of that Act shall continue to apply.
18. NOTWITHSTANDING ANY CONDITION HEREIN LIMITING OR EXCLUDING THE LIABILITY OF THE CARRIER, where the contract involves the transportation of goods otherwise than for the purposes of a business, trade, profession or occupation carried on or engaged in by the person for whom the goods are transported the contract shall be subject to the warranty or warranties implied by Section 74 of the Trade Practices Act 1974 and, in particular, the warrant by the Carrier that such transportation will be rendered with due care and skill.
19. Save as expressly provided herein all conditions and warranties whatsoever, whether statutory or otherwise, are exclude, provided however that these Conditions of Contract shall not be taken as applying to exclude, restrict or modify in any manner whatsoever the rights conferred on consumers and others by those Commonwealth, State and Territorial laws which cannot be lawfully excluded, restricted or modified.