

Gorlas Transport Conditions of Contract

1. In these conditions:
"Carrier" shall mean Gorlas Transport Pty Ltd, it's servants and agents
"Sub-contractor" shall mean and include-
 - (i) All companies which are subsidiaries of the Carrier as defined in section 6 of the Companies Act 1961 (NSW)
 - (ii) Commonwealth and state railway authorities.
 - (iii) Any other person, firm or company with whom the Carrier may arrange for the cartage of any goods the subject of this contract and any other person who is now or hereafter a servant, agent, employee or sub-contractor of any of the persons referred to in (i),(ii) and (iii) above.
2. THE CARRIER 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. THE CARRIER RESERVES THE RIGHT TO REFUSE THE ARTICLES AT IT'S DISCRETION.
3. The goods are accepted by the Carrier subject to the following conditions:
 - (a) that they comply with the requirements if any applicable law relating to nature, condition and packaging of goods and that any expenses and charges incurred by the Carrier in complying with the provisions of any such law or with the requirement of any authority or other party shall be paid by the Consignor.
 - (b) That if the goods are subject to the control of customs, all duty, excise duty and costs which the Carrier becomes liable to pay and does pay shall be paid by the Consignor
 - (c) That the goods are fully described in writing in the space provided hereon
 - (d) That the goods do not include any explosive, inflammable or otherwise dangerous or damaging goods other than are specifically described as such hereon
4. The Consignor hereby authorizes 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 said goods to such Sub-contractor
5. 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 can not be conveniently adopted by the Carrier the Consignor shall be deemed to authorize the Carrier to carry or have the goods carried by another method or methods.
6. The Consignor shall be deemed to authorize any deviation from the usual route or manner of carriage of any goods which may be in the absolute discretion of the Carrier be deemed reasonable or necessary in the circumstances.
7. Freight shall be considered earned as soon as the goods are loaded and dispatched.
8. UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING NO RESPONSIBILITY in tort or contract or otherwise WILL BE ACCEPTED BY THE CARRIER FOR ANY LOSS OR DAMAGE TO OR FAILURE TO DELIVER OR DELAY IN THE DELIVERY OR MISDELIVERY OF GOODS handling or in transit or in storage or whether caused by the negligence, wrongful act or default of the Carrier or by any other cause whatsoever. 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 consequent or otherwise arising from any such loss.
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 or damage to or delay in the 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 to recover such loss and the Consignor hereby irrevocably appoints the Carrier as the attorney of the Consignor with full power in the Consignors name to claim, demand, sue 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 the full benefit of the clause,
10. Should the Consignee of the goods described herein not be attendance at the address given during normal trading hours when delivery is attempted, an additional charge may be made at the ruling rates for each call until the delivery is accomplished.
11. Every special instruction to the affect that 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 said charges within 7 days of the date set for payment or, if no date is set for payment, within 7 days of delivery or intended delivery of the goods, then the Consignor shall pay the said charges.
12. 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 this contact, the Carrier may detain and sell all or any of the goods of that person which are in its possession and out of any of the 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 and such of the goods as may remain unsold to the person entitled thereto. Any such sales shall not prejudice or affect charges due to payable in respect of such service or the said detention and sale.
13. The Consignor expressly warrant with the Carrier that the Consignor is either the owner or the authorized agent of the owner of any goods or property, the subject matter of this contact 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.
14. In respect of any clauses or clauses herein which exclude in any way limit the liability of the Carrier in 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 also any company so that its servants and such person or 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 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.
15. (a) The within contract shall be deemed to be made in the State or Territory in which the consignment note is issued and shall be governed and constructed in accordance with the laws of that State or Territory as the proper law of the contact.
(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 of the contract then, except where repugnant to the provisions of those laws. These conditions shall continue to apply and shall be void only to the extent that they are inconsistent with or repugnant to those laws and no further.
(c) Any proceeding against the Carrier shall be brought within twelve months from the date of contract.
(d) Any claim for loss or damage to goods shall be notified in writing to the Carrier within 12 hours after delivery was effected or, in the case of loss, after delivery would, in the ordinary course of events, have been effected.
16. It is agreed that the person delivering any goods to the Carrier for carriage or forwarding is authorized to sign this consignment note for the Consignor.
17. The Carrier shall not be bound by any agreement purporting to vary these conditions unless agreement shall be in writing and signed on behalf of the Carrier by and Official of the Carrier.
18. Notwithstanding any conditions herein, these Conditions of Contract shall be read subject to any implied terms, conditions or guarantees imposed by the COMPETITION AND CONSUMER ACT 2010 (CMTH) insofar as such may be applicable and prevents either expressly or impliedly the exclusion or modification of any such terms, conditions or warranties.
19. Notwithstanding any other provision in these conditions of Contract, but subject always to Clause B, if any liability whatsoever, howsoever arising, is found to attach to the Carrier, the Carrier's liability shall be limited to the lesser of
 - (a) In the case of services supplied under this contact:
 - (i) The supply of the service again
 - (ii) The payment of the cost of supplying the services again;

- (iii) Or the amount of AUD \$500.00
 - (b) In the case of 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,
 - (iv) The payment of the cost of repairing the goods, or
 - (v) The amount of AUD\$500.00
- 20. If any additional services and/or escorts are required because of circumstances which are beyond the Carrier's control, those extra costs will be chargeable.
- 21. The Carrier reserves the right to cancel or change special rates quoted without notice and/or recharge for our service as per our schedule rates when unauthorized extended trading terms are taken.