

- 1 In these conditions:
 - "You" means the person requesting carriage services, and includes the consignor and the consignee of the goods.
 - "We" means Rand Transport (1986) Pty Ltd and any business operated by the company and each of their employees and agents.
 - "Goods" means the goods we are requested to carry and includes any packaging, container or pallet in or on which the goods are packed.
 - "Carriage services" means the entire service we are requested to provide in relation to the goods, including loading, carriage, unloading and storage incidental to transit of the goods.
 - "Sub-contractor" means any person we arrange to provide carriage services for the goods and their employees, agents and sub-contractors.
- 2 Subject at all times to the application of these conditions, we will collect from, carry and deliver the goods as noted on the relevant consignment note or otherwise agreed in writing.
- 3 We are authorised to arrange for a sub-contractor to carry the goods or to store the goods. If we do that, the sub-contractor will be entitled to the full benefit of these conditions to the same extent as we are and we are deemed to act as its agent and trustee in entering into this agreement on its behalf.
- 4 If you instruct that a particular method of carriage be used, we will try to use that method but at our discretion may use another method.
- 5 You warrant that:
 - 5.1 You are either the owner or the authorised agent of the owner of the goods and by entering into this agreement you do so on your own behalf and for all others on whose behalf you are acting.
 - 5.2 You have properly described the nature, size and weight of the goods and correctly noted the number of items and accurately labelled the goods .
 - 5.3 You will not request carriage of any explosive, inflammable or otherwise dangerous (as classified in Australian Dangerous Goods Code) or damaging goods without providing a full description of the goods.
 - 5.4 You authorise any deviation from the usual route or method of carriage of the goods which we may consider at our discretion to be reasonable or necessary.
- 6 We are not a common carrier and do not accept any liability as a common carrier. We may refuse to carry any goods for any person for any reason.
- 7 Unless we have agreed to provide Extended Warranty Protection for the goods and you have paid the additional charge for that, we will not be liable in tort or contract or otherwise for any loss or damage to the goods, loss of market, loss of use or consequential loss or for any deterioration, misdelivery, failure or delay in the delivery of the goods in transit or in storage for any reason whatsoever, including negligence.
- 8 If we have agreed to provide Extended Warranty Protection for the goods and you have paid the additional charge for that, our liability will be
 - 8.1 limited to the manufacturing costs of the goods lost or damaged; and
 - 8.2 limited to loss and damage which is proved by you to have been caused in transit during provision of the carriage services; and
 - 8.3 restricted to the accidental loss of or damage to the goods (other than loss or damage resulting from any variation in temperature, except as provided in condition 8.4);or

- 8.4 in respect of loss or damage to goods resulting from a variation in temperature only if attributed to
 - 8.4.1 breakdown of refrigerating machinery resulting in its stoppage
 - 8.4.2 fire or explosion
 - 8.4.3 overturning or derailment of the carrying vehicle
 - 8.4.4 collision or contact of the carrying vehicle with an external object other than water.unless otherwise agreed.

- 9 We must be notified of any circumstances that might give rise to a claim within 24 hours and receive a written claim for loss or damage within 72 hours after delivery of the goods was made at the destination.
- 10 Any legal proceedings must be commenced against us within 6 months of the date of the completion of the carriage services or the date upon which the carriage services should have been completed, failing which we are discharged from any liability.
- 11 If under applicable State, territory or Commonwealth law, including the Trade Practices Act 1974, conditions and warranties are implied terms of a contract based on this agreement, and rights and remedies are conferred on consumers which cannot be excluded, restricted or modified by agreement, then those rights are not excluded, restricted or modified by these conditions except to the extent permitted by law.
- 12 You will be liable to pay freight charges as agreed which are earned when goods are requested to be carried and goods are collected for carriage, regardless of whether or not all the goods requested to be carried are provided for carriage at the time goods are collected. We may charge freight by weight, measurement or value and may reweigh, remeasure or revalue the goods at any time and charge proportional additional freight if previously under charged.
- 13 If you advise that freight charges are to be paid by another person and the charges are not paid within 7 days of the date set for payment or, if no date is set for payment, within 7 days of the date of performance of the carriage services, then you will be liable to pay the charges.
- 14 In addition to freight charges you will be liable to pay charges relating to any delay in excess of 30 minutes in loading or unloading unless we cause that delay, such period to begin when we report for loading or unloading.
- 15 You will be responsible for the provision of labour to load or unload the carrying vehicle.
- 16 If you fail to pay our charges on reasonable demand being made, we may exercise a lien over the goods and may detain or sell all or any of the goods which are in our possession or that of our employees, agents or sub-contractors and may retain from the sale proceeds the amount of our unpaid charges and all costs of the detention and sale.
- 17 If agreed charges are exclusive of Goods and Services Tax (GST), you must pay GST in addition to the agreed charges if such tax is applicable to the carriage services provided.
- 18 Delivery of the goods shall be at the address given by you for delivery and if delivery cannot be made at that address during normal trading hours then an additional charge will be payable for any consequential storage and further delivery attempts. A signed receipt or acknowledgment of delivery shall constitute proof of delivery.
- 19 You agree we may use your personal information for the purposes of our business relationship. We will not disclose your personal information except as required to perform the agreed carriage services or if required to do so by law.
- 20 This agreement is governed by the laws of Western Australia.

Rand Conditions of Carriage	ACCEPT
-----------------------------	---------------