

LEGAL TERMS AND CONDITIONS

# CONDITIONS OF CARRIAGE



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## TERMS AND CONDITIONS

# Conditions of Carriage

1. Drader Logistics Pty Ltd (hereinafter referred to as "The Carrier" which expression will include its servants, agents and sub-contractors) is not a common carrier and will accept no liability as such. All goods carried or other services performed shall be subject only to these conditions of carriage and the Carrier reserves the right to accept or refuse the carriage of goods at its discretion.
2. The Consignor or his authorised agent shall not tender for carriage any explosive, inflammable or otherwise dangerous or damaging goods without presenting a full description of these goods and in default of so doing shall be liable for all loss and damage caused thereby.
3. The Carrier may arrange with any other person or company to undertake the carriage hereby contracted for or services ancillary thereto and any such person or company, its servants, agents and employees shall be entitled to the benefit of these conditions to the same extent as the Carrier.
4. All goods are carried subject and liable in every respect to the Bills of Lading issued by and/or conditions imposed by any steamship company, railway, port or harbour authority or other carriers of the goods and are freighted at ordinary rates unless otherwise instructed in writing by the Consignor or his authorised agent and the Consignor must accept responsibility for any damage or loss of any goods whilst in the Carrier's custody during storage or in transit by road, rail, steamship, air freighting or other means due to civil commotions, act of God, Government intervention, war strikes, seizure under legal process, accident, misadventure, fire or water.
5. The Carrier accepts no responsibility whatsoever for any damage, injury, delay, misdelivery or non-delivery of goods, which includes documents, parcels, packages, crates or cases etc. or the contents thereof or loss of any nature arising out of or incidental to or consequential to the carriage or any services ancillary thereto which may occur at any time after the goods have been delivered to the Carrier and before the goods have been delivered to the Consignee whether due or alleged to be due to misconduct or negligence on the part of the Carrier or not. The goods shall at all times be at the sole risk of the Consignor, Insurance of goods will not be affected for the benefit of the Consignor except upon his written instructions and then only at his expense.
6. Subject to Clause 14 and 15 hereof if and only if the company has agreed to insure the goods then the company is liable to the consignor in relation to the provision of services for physical loss or damage to the goods up to the limit of such insurance.
7. It is agreed that the person delivering any goods to the Carrier for carriage is authorised to offer the goods for cartage and/or to sign this consignment note for the Consignor.
8. If on demand any person fails to pay charges due to the Carrier in respect of any service rendered by the Carrier, the Carrier may detain and sell all or any of the goods of such person which are in its possession and out of the moneys arising

- from the sale, retain the charges so payable and all charges and expenses of the detention and sale and shall render surplus, if any, of the moneys arising from the sale and such of the goods as remain unsold to the person entitled thereto.
9. A charge will be made by the Carrier in respect of any delay in excess of sixty minutes in loading or unloading occurring other than from the default of the Carrier, such permissible delay period commencing upon the Carrier reporting for loading or unloading, labour for which being the responsibility and at the expense of the Consignor or Consignee.
  10. Freight shall be considered earned whether the goods are delivered to the Consignee or not and whether damaged or otherwise. Under no circumstances will any payment for freight be refunded or deductions from carrying charges accepted.
  11. The Carriers charges for carriage shall be payable by the Consignor without prejudice to the Carriers rights against the Consignee or any other person, provided that when it is stated on the consignment note or docket that charges are payable by the Consignee or the goods are consigned 'C.O.D.' or 'Freight Collect', the Consignor shall not be required to pay such charges unless the Consignee fails to pay after a reasonable demand has been made by the Carrier for payment thereof.
  12. The Carrier may charge freight by weight, measurement, time, distance or value, and may at any time re-weigh or re-value or re-measure or require the goods to be re-weighed, re-valued or re-measured and charge proportional additional freight accordingly.
  13. These conditions shall be governed and construed by the law of Queensland wheresoever the contract was made and any proceedings in respect of any matter or thing against the carrier shall be instituted or carried on in the State of Queensland only.
  14. Notwithstanding the provisions hereof they shall be read subject to any implied terms, conditions or warranties imposed by the Trade Practices Act, 1974 or any other commonwealth or state legislation insofar as such may be applicable and prevents either expressly or impliedly the exclusion or modification of any such term, condition or warranty.
- [END].

**DRADER LOGISTICS. PTY LTD**