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TERMS AND CONDITIONS

1. PACE TRANSPORT AND LOGISTICS PTY LTD hereinafter referred to as "The Carrier" (which expression will include its servants, agents, sub-contactors and including the railways operated by the Commonwealth or any State) is not a common Carrier and will accept no liability as such. All articles are carried or transported and all storage or 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 ARTICLES FOR ANY PERSON, CORPORATION OR COMPANY AND THE CARRIAGE OR TRANSPORT OF ANY CLASS OF ARTICLES AT ITS DISCRETION.
2. These conditions together with any special instructions and the agreement between the parties as to price shall contain the entire and only agreement between the parties in respect of this carriage of goods and any representation, promise, condition or warranty in connection therewith not incorporated herein shall not be binding upon either party.
3. In the event that the Carrier does not himself carry the goods then he is hereby appointed the agent of the Consignor for the purpose of entering into a contract of carriage on behalf of the Consignor with any other carrier provided that such contract of carriage shall contain the same terms and conditions as this agreement except as to price and that the Carrier shall be responsible for all charges payable to such further Carrier and shall be paid the price agreed upon in respect of this carriage of goods notwithstanding any arrangement pursuant to this clause.
4. Where forwarding is delayed under instructions from the Consignor or by circumstances beyond the control of the Carrier the goods may be warehoused or stored at the Carrier's sole discretion and at the Consignor's expense.
5. Every special instruction to the effect that charges shall be paid by the Consignee shall be deemed to include a stipulation that if the Consignee does not pay the said charges within seven (7) days of the date set for payment, or if no date is set for payment, within seven (7) days of delivery or tendered delivery of the goods then the Consignor shall pay the said charges.
6. A charge may be made by the Carrier in respect of any delay in excess of thirty 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 purposes being the responsibility and at the expense of the Consignor or Consignee.
7. Freight shall be considered earned as soon as the goods are despatched from the premises of the consignor, whether the goods are delivered to the Consignee or not, and whether damaged or otherwise.
8. (1) Subject to any special instruction the Consignor shall pay the Carrier all charges, including any further charges pursuant hereto notwithstanding that:
 - (a) The Consignee refuses, fails or neglects to take delivery of the goods or
 - (b) Delivery of the goods cannot take effect because the Consignee is dead, cannot be found or located either because the address given is insufficient or incorrect or because he is absent from the address given and his whereabouts cannot be immediately ascertained or because the goods are otherwise not identifiable, or
 - (c) It becomes necessary to sell or otherwise deal with the goods either according to the instructions of the Consignor or otherwise pursuant thereto.(2) In any case referred to in sub-clause (1) of this Condition:
 - (a) Where the instructions from the Consignor with respect to disposing of perishable goods are not or cannot be obtained within a reasonable time having regard to the nature and condition of the goods then such perishable goods may be sold or otherwise disposed of without notice to the Consignor, Consignee or owner of these goods and payment of tender of the net proceeds of any sale after deduction of all charges and expenses incurred in the sale of the goods or otherwise disposing of the goods and also of charges and expenses which may be due or owing or payable to the Carrier under these terms and conditions shall be equivalent to delivery, and

(b) Where instructions from the Consignor with respect to disposing of non-perishable goods are not received before the expiration of twenty one days from the date of sending of the notice in writing by the Carrier to the Consignor at the address given hereon as his address then the Carrier may sell such goods or return them to the Consignor at the Carrier's option and where goods are sold payments or tender of the net proceeds of any sale after deduction of all charges and expenses which may be due, owing or payable to the Carrier under these terms and conditions shall be equivalent to delivery.

(c) A communication in writing from any agent or correspondent of the Carrier that the goods cannot be delivered for any reason shall be conclusive evidence of that fact for the purpose of this sub-clause.

9. The Consignor shall specifically declare and fully describe in writing in the space provided herein the name and the nature and the value of all goods subject to special rates of carriage by reason of their value or nature, or of noxious, dangerous, hazardous or inflammable nature or capable of causing damage or injury to any other goods, or to any persons or animals with which, or to any store vessel vehicle wagon, van, aircraft or other conveyance of any kind whatsoever in which they may be loaded, carried, packed or stored or which are in liquid or partly liquid form, and additional freight charges shall be paid on such goods if necessary.
10. Cover of goods, parcels, packages, freights, or cases etc, or the cases thereof will not be affected by the Carrier to the benefit of the Consignor except with his express instruction in writing and then only at his expense and on lodgement of a declaration as to the value prior to collection.
11. All goods to be forwarded shall be subject and liable in every respect to all terms, conditions and requirements which may be imposed by a highway, port, harbour, dock, railway, shipping, airways, or any other Public Authority or Government Department or Officer and any additional expense or charges arising by reason of such terms and conditions or requirements shall be paid by the Consignor.
12. Unless otherwise expressed or agreed in writing no responsibility will be accepted by the Carrier for any loss or damage to or mis-delivery or non-delivery of goods, parcels, packages, freights, cases or containers or the contents thereof either in transit or in storage for any reason whatsoever.
13. The Carrier shall not be under any liability for consequential loss or damage sustained by the consignor or any other person arising from the late delivery or mis-delivery of the goods however caused.
14. The Consignor guarantees to the Carrier the accuracy of the particulars which are inserted herein and he shall indemnify the Carrier against all loss, damages and expenses arising or resulting from inaccuracies in such particulars.
15. In respect of any clause herein which excludes or in any way limits the liability of the Carrier in respect of this carriage of goods the Carrier in addition to acting for himself is acting as agent of any trustee for each of his servants and also 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 so that his 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 insofar as may be necessary to give effect to this clause the Carrier shall hold the benefit of these conditions for his servants and for any such person or company and his or its servants.
16. It is specially agreed that all the rights, immunities and limitations of liability granted to the Carrier by the provisions set forth in the above conditions of carriage shall continue to have their full force and effect in all circumstances and notwithstanding any breach of the contract or of any condition thereof by the Carrier.
17. It is agreed that the person delivering any goods to the Carrier for carriage or forwarding is authorised to sign this consignment note for the Consignor.
18. The Carrier may and is hereby expressly authorised by the Consignor to carry all goods or to have them carried by any method which the Carrier in his absolute discretion deems fit and notwithstanding any instruction verbal or otherwise of the Consignor that the goods are carried by another method.
19. When cover has been arranged by PACE TRANSPORT & LOGISTICS PTY LTD and the Consignee has sighted an unqualified receipt, transit damage must be notified within 48 hours otherwise claim will not be recognised.
20. These conditions shall be governed and construed in accordance with the laws of the State in which consignment note is issued and any proceedings against the Carrier shall be brought in that State and not elsewhere within twelve (12) months from date of contract.