

PICK UPS ONLINE

Delivery Management Australia Pty Ltd
ABN 39 120 213 121

TERMS AND CONDITIONS OF CONTRACT

1.

IN THESE TERMS AND CONDITIONS:

1.1	"Carrier" shall mean the company the name of which is printed on the face of any contract incorporating these terms and conditions of contract:
1.2	"carriage" shall mean and include the whole of the operations and services undertaken by the Carrier in respect of the goods:
1.3	"goods" shall mean cargo accepted from the Consignor together with any container, packaging or pallet supplied by or on behalf of the Consignor:
1.4	"Sub-contractor" shall include any person who pursuant to a contract or arrangement with any person (whether or not the Carrier) performs or agrees to perform the carriage of any part thereof.
2	NOT A COMMON CARRIER
2.1	THE CARRIER IS NOT A COMMON CARRIER and will accept no liability as such.
2.2	All goods are carried and all storage and other services are performed by the Carrier subject to only these conditions.
2.3	The Carrier reserves the right to refuse the carriage or storage of goods at its discretion.
3	RIGHT TO SUBCONTRACT
3.1	The Carrier may arrange with a Subcontractor or others for the carriage or storage of any goods subject to this contract.
3.2	The Consignor undertakes that no claim or allegation shall be made against any subcontractor or person by whom the carriage or storage or any part of it was performed or undertaken, but if a claim or allegation is nonetheless made, the Consignor absolutely without exception agrees to free, release, hold harmless, indemnify and keep indemnified the Carrier against each and every consequence thereof.
3.3	In respect of any clause herein which excludes or in any way limits the liability of the Carrier in respect of the carriage of the goods, the Carrier, in addition to acting for himself, is acting as agent of and 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 so far 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.
4	SUBJECT TO LEGISLATION – NO CARRIERS LIABILITY & NO WARRANTIES

4.1	If any of the goods are subject to the control of any governmental, non-governmental, or administrative authority, all duties, excises and costs, which the Carrier becomes liable to pay in respect of the goods, shall be paid by the Consignor.
4.2	The Consignor shall not tender for carriage any volatile spirits or explosive goods or goods which are or may become dangerous, Inflammable or offensive (including radioactive materials) which are or may become liable to damage or injure any property or person without presenting a full description disclosing the nature of such goods in writing to the Carrier and in any event the Consignor shall be liable for all loss, damage or injury caused thereby and if in the opinion of the Carrier the goods are or are liable to become dangerous. Inflammable, explosive, volatile, offensive or of a damaging nature the same may at any time be destroyed, disposed of, abandoned or rendered harmless by the Carrier without compensation to the Consignor and without prejudicing the Carriers right to any charges hereunder.
4.3	The person delivering the goods to the Carrier for carriage or forwarding warrants that he is authorised to sign the consignment note for the Consignor and the Consignor warrants that in agreeing to the terms hereof he has the authority of the person or persons owning or having an interest in the goods or any part thereof and the Consignor undertakes to indemnify the Carrier in respect of any liability whatsoever in respect to the goods to any person (other than the Consignor) who claims to have or has or may have hereafter any interest in the goods or any part thereof.
4.4	The goods are accepted for carriage at the risk of the Consignor and not the Carrier and unless expressly agreed in writing the Carrier shall not be responsible in tort or contract or otherwise for any loss of damage to or mis-delivery, delay in delivery, concealed damage, deterioration, contamination, evaporation or non-delivery of goods held in its care, custody and control or any consequential loss arising therefrom howsoever caused. The provision of the terms and conditions of contract shall apply to the container or containers or other packaging containing the goods and to any pallet or pallets delivered with the goods to the Carrier. The Consignor shall be responsible for the conformity of such containers, packaging, pallets with any requirements of the Consignee and shall be liable for any expense incurred by the Carrier arising from any failures so to conform.
4.5	In the event of this contract of carriage including all handling, installation, removal, assembly or erection of any kind whatsoever the same is undertaken on the strict basis that the Carrier accepts no liability for any loss, damage or injury of any kind whatsoever, however arising or incurred or occurring during any part of the carriage. This disclaimer extends to include not only loss or damage to itemised equipment itself but to loss, damage or injury to any person, property or thing damaged during the carriage and to include any loss consequentially or otherwise arising from any loss, damage or injury aforesaid.
5	CARRIER'S CHARGES AND LIEN
5.1	The Carrier's charges shall be considered fully earned as soon as the goods are loaded and dispatched from the Consignor's premises and shall be payable whether the goods are delivered to the Consignee or not and whether damaged or otherwise shall in all circumstances be absolutely non-refundable.
5.2	Notwithstanding any other matter or thing, the Carrier's charges shall be paid as per the Carrier's current published rate schedule provided that if the charges are paid on or before the due date the Carrier shall accept in full satisfaction of the charges payable the discounted amount quoted to the Consignor.
5.3	When goods are tendered by any person with instructions for the Carrier to collect any freight charges from the Receiver, the Carrier shall not be bound by such instructions notwithstanding that the Carrier may accept the goods as tendered and perform other services of carriage, forwarding or storage in relation to those goods and in the event that the Consignee does not pay the said charges within seven (7) days of the date set for payment or, if no date for payment, within seven (7) days of demand from the Carrier. The Carrier may charge freight by weight, measurement or value and may at any time reweigh, revalue or remeasure or require the goods to be reweighed, re-valued or remeasured and charge proportional additional freight accordingly.
5.4	The Consignor will be and remain responsible to the Carrier of all its proper charges incurred for any reason. An additional charge may be made by the Carrier in respect of any delay in excess of thirty (30) minutes in loading or unloading occurring other than from the default of the Carrier and in the event that the Consignee of the goods is not in attendance at the address given in normal hours when delivery is attempted. Labour to load or unload goods shall be at the expense of the Consignor or Consignee.

5.5	The Carrier shall have a lien on the goods and any documents relating thereto and on any other goods of the Consignor in the possession of the Carrier or any documents relating thereto for all sums payable by the Consignor to the Carrier and for that purpose shall have the right to sell any such goods by public auction or private treaty without notice to the Consignor.
6	HANDLING OF GOODS AND DELIVERIES
6.1	The Carrier will deliver goods at intermediate points only by special arrangement and then provided facilities are available at all hours.
6.2	The Consignor hereby authorises the Carrier to handle or to store or to carry or to have the goods carried by any means at the Carrier's absolute discretion.
6.3	The Consignor hereby authorises any deviation from the usual route or manner of carriage of goods which may in the absolute discretion of the Carrier be deemed desirable or necessary in the circumstances.
6.4	The Carrier and any sub-contractor shall be entitled to subcontract on any terms the whole or any part of the carriage.
6.5	The Carrier is authorised to deliver the goods at the address nominated to the Carrier by the Consignor for that purpose and without prejudice to the foregoing it is expressly agreed that the Carrier shall be conclusively presumed to have delivered the goods in accordance with this contract if at that address he obtains from any person a receipt or signed delivery document for the goods. If the nominated place of delivery shall be unattended or if delivery cannot otherwise be effected by the Carrier the Carrier may at its option deposit the goods at that place (which shall be conclusively presumed to be due delivery hereunder) or store the goods and the Consignor shall pay or indemnify the Carrier for all costs and expenses incurred in or about such storage. In the event that the goods are stored by the Carrier, the Carrier shall be at liberty to re-deliver them to the Consignor from the place of storage at the Consignor's expense.
6.6	The Consignor authorises the Carrier (if the Carrier should think fit to do so) to contract either in the Carrier's names as principal or agent for the carriage of goods or for the leasing or using any container in which the goods may be placed or packed and to give any receipt for the goods or any container whether subject to any terms and conditions or not and any such contract will be made upon the terms and subject to the conditions of any Bill of Lading or other forms or terms of contract of carriage whether by sea, rail, road or air or of any lease arrangement and hand-over agreement, receipt or any other document as the case may be and entirely at the expense of the Consignor.
7	These conditions shall be governed and construed in accordance with the laws of the State in which the consignment note is issued. Any proceedings against the Carrier shall be brought in that State and not elsewhere within 6 months from the date of contract.
8	If the Carrier is liable for damage or loss of the goods or any part thereof no claim in respect of such loss or damage may be made unless notice of the claim is lodged in writing at an office of the Carrier in the State in which the consignment note is issued within seven (7) days after delivery was effected would in the ordinary course of business have been effected.
9	All the rights, immunities and limitations of liability in the terms and conditions of contract shall continue to have full force and effect in all circumstances and notwithstanding any breach of contract or any conditions hereof by the Carrier.
10	It is hereby agreed that if any provision or part of any provision of this contract is unenforceable such unenforceability shall not affect any other part of such provision or any other provision hereof.
11	In respect of contracts made in Queensland these conditions shall be read subject to the Carriage of Goods Land (Carrier's liability) Act, 1967 of that State but except where repugnant to the provisions of that Act shall continue to apply.

TERMS AND CONDITIONS

AGREEMENT

This agreement between (Company or Person's Name) _____

Trading As _____

Of (Address) _____

and **Delivery Management Australia Pty Ltd trading as Pick Ups Online**, Hawthorn, Victoria Australia.

I / we have read and understood the terms and conditions from the "Terms and Conditions of Contract" and additional terms on this page and agree that any services undertaken by Pick Ups Online are subject to these conditions.

Signed by (name) _____

Name (print name) _____

Position _____

Signature _____

Date _____

ADDITIONAL TERMS

The account holder or freight sender is responsible for any additional charges incurred for incorrect declared consignment details, redelivery fees, hand unload charges, return costs due to no fault of the freight company or Pick Ups Online, surcharge for return consignments as detailed in freight rates and any other charge incurred that is deemed to be the responsibility of the sender.

Unless otherwise specified, payment terms are seven (7) days from date of invoice. Any costs incurred by Pick Ups Online in relation to collection of overdue monies, including its own administration costs, will be additional charges on the account.



ACCOUNT TRADE OPTI ONS

Pick Ups Online invoices weekly and therefore to maintain efficiencies within our system, we do not process payments when bookings are submitted.

Due to these processes we have two account options available for businesses that want to use Pick Ups Online on a regular basis.

1. Credit Card Terms

Pick Ups Online retains your credit card details and debits the credit card account within 7 days of the invoice being processed and emailed to customer. Pick Ups Online accounts will notify customer by email when debiting credit card.

2. Seven Days Trading Terms

Customer pays invoice within seven days of invoice date by way of direct deposit, cheque or credit card. Payments must be made prior to 14 days of invoice date and accounts that age in excess of 21 days will be suspended.

Credit checks with Baycorp Advantage are carried out for option 2.

Sole traders who wish to use the Seven Day Trading Terms option are required to complete the following privacy form.

A \$25.00 account establishment fee is applicable for both options.

This is to cover the administration cost and supply and postage of starter pack. Pick Ups Online does not have any ongoing account keeping fees.

ALL TRADERS MUST COMPLETE PAGE 4

**Complete the above and fax to
03 8640 0468
or mail to PO Box 2042 Hawthorn 3122**



PRI VACY

To be completed by sole trader requesting a 7 day account

(This form is not required if you are trading as a company or, as a sole trader and have provided credit card details for debiting)

1. Agreement that Delivery Management Australia Pty Ltd trading as Pick Ups Online may seek consumer credit information (Section 18K(1)(b), Privacy Act 1988)

If Pick Ups Online considers it relevant to assessing my/our application for commercial credit, I/we agree to Pick Ups Online obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Pick Ups Online.

2. Exchanging information with other credit providers (Section 18N(1)(b), Privacy Act 1988)

I/we agree to Pick Ups Online obtaining personal information about me/us from other credit providers, whose names I/we may have provided for Pick Ups Online or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit made to Pick Ups Online.

3. Agreement to a credit provider being given a consumer credit report to collect overdue payments on commercial credit (Section 18K 1(h) Privacy Act 1988)

I/we agree that Pick Ups Online may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by me/us.

Name (please print) _____

Address _____

Date of Birth _____ Drivers License No _____

Signature _____ Date _____

Name (please print) _____

Address _____

Date of Birth _____ Drivers License No _____

Signature _____ Date _____

**Complete the above and fax to
03 8640 0468
or mail to PO Box 2042 Hawthorn 3122.**

