



Same Day Express Couriers & Taxi Trucks
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Terms & Conditions

Same Day Express

ABN: 21 243 134 606

Terms & Conditions of Contract

1) In these Terms & Conditions of Contract:

"Carriage" shall mean the whole of the operations and services undertaken by the carrier in respect of the Goods including but not limited to transportation and storage

"Carrier" shall mean Same Day Express Couriers

"Consignee" shall mean any person receiving or accepting the Goods, the subject of the Carriage by the Carrier;

"Consignor" shall mean the person with whom this contract is made;

"Contract" shall mean the contact between the Carrier and the Consignor as evidenced by these Terms and Conditions;

"Goods" shall mean the good accepted by the Carrier together with any container, packaging or pallets supplied by or on behalf of the Consignor;

"Subcontractor" shall include any other person who pursuant to a contract or arrangement with any other person (whether or not the Carrier) performs or agrees to perform the Carriage or any part of the Carriage.

2) The Carrier is not a common carrier and shall accept no liability as such. All Goods are carried by the Carrier subject only to these Terms and Conditions and the Carrier reserves the right to accept or refuse the Carriage of Goods for any person at its sole discretion.

3) The Consignor undertakes to indemnify the Carrier in respect of any liability whatsoever and howsoever arising (including without limiting the foregoing from negligence or breach of contract or willful act or default of the Carrier or others) to any person (other than the Consignor) who claims to have, who has or may have any interest in the Goods or any part of the Goods.

4) Subject only to Clause 13 the Goods are at risk of the Consignor and not the carrier and the Carrier shall not be responsible in tort or contract or bailment or otherwise for any, and the consequences of any loss of or damage to or deterioration of Goods or misdelivery or failure to deliver or delay in delivery of Goods (including perishable Goods) either in transit or in storage for any reason whatsoever (including without limiting the foregoing the negligence or breach of contract or willful act or default of the Carrier or others) and the Clause shall apply to all, and the consequences of all, such loss of or damage to or deterioration of the Goods or misdelivery or failure to deliver or delay in delivery of Goods before mentioned whether or not the same occurs in the course of performance by or on behalf of the

Carrier of the Contract or on events which are foreseeable by them or either of them or in the events which could constitute a fundamental breach of the contract or a breach of the Contract of a fundamental term of the Contract.

5) (a). The Carrier and any Subcontractor shall be entitled to subcontract on any terms the whole or any part of the Carriage.

(b). The Consignor undertakes:

(i). That no claim or allegation shall be made, whether by the Consignor or any other person who is or who may hereafter be interested in the Goods against any person (there than the Carrier) by whom (whether it is a Subcontractor, principal, employer, servant, agent or otherwise) the Carriage or any part of the Carriage is performed or undertaken which imposes or attempts to impose upon such person any liability whatsoever and howsoever arising (including without limiting the foregoing from negligence or breach of contract or willful act or default of the carrier or others) in connection with the Goods and if such claim or allegation should nevertheless be made to indemnify the Carrier and the person against whom such claim or allegation is made against the consequence of it. Without prejudice to the foregoing and for the purpose of this Clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons and each of them shall to this extent be or be deemed to be parties to this Contract; and

(ii). To indemnify the Carrier against any claim or allegation made against it by any person in connection with the loss of or damage to the Goods occurring at any time during the Carriage.

6) Every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defense and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect

(a). All Subcontractors

(b). Every servant or agent of the Carrier or of a Subcontractor;

(c). Every other person (other than the Carrier) by whom the Carriage or any part of the Carriage is performed or undertaken;

(d). All persons who are or may be a vicariously liable for the acts or omissions of any persons falling within sub-Clause (a), (b), or (c), of this Clause; and

for the purposes of this Clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons and each of them shall to this extent or be deemed to be parties to this Contract.

7) (a). The Consignee hereby authorizes any deviation from the usual route or manner of Carriage of the Goods which may in the sole discretion of the Carrier be deemed reasonable and necessary in the circumstances.

(b). If the Consignee expressly or impliedly instructs the Carrier to use or it is expressly or impliedly agreed that the Carrier shall use a particular method of handling or storing the Goods or a particular method of Carriage whether by road, rail, sea or air the Carrier shall give priority to that method but its adoption remains at the sole discretion of the Carrier and the Consignor hereby authorizes the Carrier to handle, store, carry or have Goods carried by another method.

8) (a). The Carrier is authorized to deliver the Goods at the address given to the Carrier by the Consignor for that purpose and it is expressly agreed that the Carrier shall be conclusively presumed to have delivered the Goods in accordance with this Contract if at the address it obtains from any person a receipt for the Goods.

(b). If the nominated place of delivery should be unattended or if delivery cannot otherwise be effected by the Carrier, the Carrier at its option may deposit the Goods at that place (which shall be conclusively presumed to be due delivery hereunder) or attempt to redeliver the Goods and to make an additional charges for every call made or for the amount of time or any delay until delivery is effected or may store the Goods and if the Goods are stored by the Carrier the Consignor shall pay or indemnify the Carrier for all the cost 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 at any time to redeliver them to the Consignor from the place of storage at the Consignor's expense.

9) The charges of the Carrier shall be considered earned as soon as the Goods are accepted by the Carrier for the Carriage or as soon as the Carrier is ready to load the Goods at the place of acceptance and under no circumstances shall any of the charges of the Carrier be refunded.

10) The Carrier shall have a lien on the Goods and any documents relating to those Goods and any other goods of the Consignor in the possession of the Carrier or any documents relating to those Goods for all sums payable by the Consignor to the Carrier for that purpose and shall have the right to sell any such Goods by public auction or private treaty without notice to the Consignor.

11) The Consignor shall not tender for Carriage any volatile or

explosive goods or goods which are or may become dangerous, inflammable or offensive (including radioactive materials) or which are or may become liable to injure any person or damage property whatsoever without presenting a full description disclosing the nature of such goods and in any event shall be liable for all death, bodily injury, loss and/or damage caused thereby.

(a). If, in the opinion of the Carrier, the Goods are or are liable to become of a dangerous, inflammable, explosive, volatile, offensive or 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 prejudice to the Carrier's right to charges in accordance with this Contract.

(b). The Consignor warrants that it has complied with all laws and regulations relating to the nature, packing, labeling, storage and carrying of the Goods and that the Goods are packed in a manner to withstand the ordinary risks of Carriage having regard to their nature and hereby indemnifies the Carrier for any liability whatsoever and for all costs and expenses incurred as a result of or arising out of the Consignor's breach of this warranty.

12) Notwithstanding any other provision of this Contract other than Clause 13:-

(a). If the carrier is liable for loss of or damage of the Goods or any part of the Goods, no claim in respect of such loss or damage may be made unless notice of the claim is lodged in writing at the office of the Carrier within seven (7) days after delivery.

(b). In any event the Carrier shall be discharged from all liability whatsoever in respect of the Goods unless suit is brought within six (6) months from their delivery or from the date on which in the ordinary course of business delivery would have been effected.

13) Notwithstanding any other provision of this Contract the Carrier shall continue to be subject to any implied warranty provided by the Trade Practices Act 1974 as amended if and to the extent that Act is applicable to this Contract and prevents the exclusion, restriction and modification of any such warranty.

14) The Consignor understands that by means of employing the services of the Carrier, the Consignor agrees with and accepts these Terms & Conditions in its entirety. Exclusions and provisions of these Terms & Conditions will only be accepted if made in writing & agreed to by both the Consignor and the Carrier, in the form of a separate contract.

Same Day Express Couriers & Taxi Trucks

Sydney Metropolitan – NSW Country Same Day – Hourly Hire – Consignment by Request

"Guaranteed Professional Transport"