

CONDITIONS OF CONTRACT

1. In these conditions:
"Carrier" shall mean Lee's Transport Pty Ltd, its servants & agents.
"Sub-Contractor" shall mean and include;
 - i. All companies which are now subsidiaries of Lee's Transport Pty Ltd
 - ii. Railways operated by the Commonwealth of any State.
 - iii. Any other person, firm, or company with whom the carrier may arrange for the carriage of any goods the subject of this contract, and any person who is now or hereafter a servant, agent, employee, or sub contractor of any of the persons referred to in (i), (ii), and (iii) above.
2. The carrier is not a common carrier and will accept no liability as such. All articles are carried or transported and all storage and 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 IT'S DISCRETION.
3. The consignor, hereby authorises the carrier (if it should think fit to do so) to arrange with a subcontractor for the carriage of any goods the subject of this contract. Any such arrangement shall be deemed to be ratified by the consignor upon delivery of the said goods to such sub contractor, who shall thereupon be entitled to the full benefit of these terms & conditions by the same extent as the carrier. In so far as it may be necessary to ensure that such sub-contractor shall be so entitled the carrier shall be so entitled that the carrier shall be deemed to enter into this contract for its own benefit and also as trustee for the sub contractor.
4. If the consignor instructs the carrier to use a particular method of carriage whether by road, rail, sea, or air the carrier will give priority to the method designated but if that method cannot conveniently be adopted by the carrier, the consignor shall be deemed to authorise him to carry or have the goods carried by another method and/or methods.
5. Unless otherwise expressly agreed in writing no responsibility in tort or contract or otherwise will be accepted by the carrier for any loss or damage to or deterioration of goods or misdelivery or failure to deliver or delay in delivery of goods including chilled, froze, refrigerated, or perishable goods either in transit or in storage for any reason whatsoever. The carrier is authorised 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 taken to have deliver the goods in accordance with this contract if at that address he obtains from any person a receipt or signed deliver docket for the goods received.
6. The carrier's charges shall be considered earned as soon as the goods are loaded and despatched from the consignors' premises.
7. The consignor will be and remain responsible to the carrier for all its proper charges incurred for any reason. A charge may be made by the carrier in respect of any delay in excess of 30 minutes in loading or unloading of freight occurring other than that from the default carrier. Such permissible delay shall commence upon the carrier reporting for loading or unloading. Labour to load or unload the vehicle shall be the responsibility and expense of the consignor or consignee.
8. If any person fails to pay charges due to the carrier in respects of any service rendered by the carrier on reasonable demand being made in accordance with this contract, the carrier may detain and sell all or any of the goods of that person which are in its possession - money arising from the sale of and of the such goods as remain unsold to the person entitled hereto. Any such sale shall not prejudice or affect charges, due to payable in respect of such service or the said detention and sale.
9. The consignor or their authorized agent shall not tender for carriage of any explosive, inflammable, or otherwise dangerous or damaging goods without presenting a full description of those goods and in default of so doing shall be liable for all loss and damage caused thereby.
10. It is agreed that the person delivering any goods to the carrier for carriage or forwarding is authorized to sign this consignment note for the consignor.
11. The consignor expressly warrant with the carrier that the consignor is either the owner or the authorised agent of the owner of any goods or property the subject matter of this contract of carriage and by entering into this contract the consignor accepts these conditions of contract for the consignee as well as for all other persons on whose behalf the consignor is acting on.
12. Without derogating from clause 5 above, the carrier shall not be liable for any loss of market, loss of use, or consequential loss concealed damage or damage caused by inherent vice or nature of the goods or merchandise carried (including chilled, frozen, refrigerated, or perishable goods) either in transit or in storage whether caused by negligence wrongful act or default of the carrier of by any other cause whatsoever.
13. It is expressly agreed all the right, immunities, and limitations of liability granted to the carrier by the provisions set forth in the above conditions of carrying shall continue to have their full force and effect in the circumstances and notwithstanding any breach of the contract or of any conditions hereof the carrier.
14. The consignor shall be deemed to authorise any deviation from the usual route or manner of carriage of goods which may be in the absolute discretion of the carrier be deemed reasonable or necessary in the circumstances.
15. Whereby express agreement or operation of law the carrier becomes responsible for damage to goods no claim for such damage will be allowed unless lodged in writing at an office of the carrier in the state in which delivery was affected within seventy-two (72) hours after delivery was given.
16. In respect of contracts made in Queensland these conditions shall be read subject to the carriage of goods by Land (Carriers Liability) Act 1967, of that State but except where repugnant to the provisions of that act shall continue to apply.
17. The carrier shall not be liable for loss or damage etc. as a result of events which constitute a fundamental breach of the contract or a breach of a fundamental terra thereof.