



Trading terms

Our Conditions of Cartage and Storage are as per the following documents. Our policy is payment within 7 days of invoice date.

Application for Credit Account

This should be returned to accounts@colonialfreightlines.com or posted to Colonial Freight Lines, PO Box 284, Forrestfield WA 6058.

GST

All transport is subject to Goods and Services Tax (G.S.T). 10% GST will be added to each Tax invoice.

Fuel Levy

To allow for fluctuating fuel prices a Fuel Levy will be added to all invoices. This will be reviewed and updated monthly.

Pallets

Colonial Freight Lines needs to manage use of hire pallets to minimise the need to pass on pallet costs to the customer.

Where Chep and Loscam pallets are used or preference that they be transferred direct to your customers Pallet Hire Account. Where this is not done a direct one for one exchange will be required at the point of delivery.

Delays in recovering hire pallets will result in a pallet handling charge being added to the invoice.

Insurance

It should be noted that under our Terms & Conditions Colonial Freight Lines is not a common carrier and shall accept no liability as such.

All goods carried, transported and/or stored and all services provided by the company are subject only to our Terms and Conditions of Contract.

As such Colonial Freight Lines is not responsible for arranging or providing insurance cover on goods.

It is recommended that our customers should arrange their own insurance cover, and that they advise their insurance company that goods are being transported pursuant to our Terms & Conditions.

Rating

Full Pallets – Means a standard size pallet not exceed 2.4m in height and 1050kg including pallet weight.

DELIVERY & STORAGE

1. Subject to COLONIAL FREIGHT LINES terms and conditions of cartage as written on our consignment note, the Customer shall take delivery of the Goods as soon as the Carrier is ready to deliver same. If the Customer fails to take delivery of the Goods, the Carrier may, without notice unload the Goods and / or store same in the open or under cover. Such storage will constitute delivery and thereupon any liability whatsoever of the Carrier in respect of the Goods ceases.
2. Where Goods are stored by the carrier due to the Customers failure to collect or take delivery of the Goods, such storage shall be at the entire risk of the Customer and the Carrier shall have no liability in tort or contract or otherwise for any loss or damage to the Goods for any reason whatsoever.

TERMS AND CONDITIONS

1. **Colonial Freight Lines (here in after referred to as “the Carrier” which expression shall include unless the context otherwise requires the servants, agents and subcontractors) IS NOT A COMMON CARRIER and will accept no liability as such. The Carrier reserves the right to refuse the carriage or transport of goods for any person, corporation or company and the carriage or transport of any class of goods at its discretion.**



2. (a) The Consignor warrants that the goods comply with the requirement of any applicable law relating to the nature, condition and packaging of the goods and the expenses and charges of the carrier in complying with the provisions of any such law or with any order or requirement thereunder or with the requirement of any harbour, dock, railway, shipping, customs, warehouse or other authority or Company shall be paid by the Consignor.
(b) If any of the goods are subject to the control of Customs, then the Consignor hereby agrees to hold the Carrier harmless and indemnified in respect of all custom duty, exise duty and costs which the Carrier becomes liable to pay and shall pay in respect of such goods pursuant to any law relating to customs or exise.
3. The Carrier shall not be under any liability in tort or contract otherwise for any loss of or damage to or deterioration of goods or misdelivery or failure to deliver or delay in delivery of goods including chilled, frozen, refrigerated or perishable goods, either in transit or in storage whether caused by the negligence of the Carrier or by any other cause whatsoever.
4. Without derogating from Clause 3 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 the negligence wrongful act or default of the carrier or by any other cause whatsoever.

INSURANCE WILL NOT BE ARRANGED BY THE CARRIER

5. Freight shall be considered 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.
6. 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 with 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.
7. The Carrier may charge freight by weight, measurement 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.
8. It is agreed that the person delivering any goods to the Carrier is authorised to sign the Consignment Note for the Consignor.
9. 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.
10. Should the consignee of the goods described hereon not be in attendance at the address given during normal trading hours, when delivery is attempted, an additional charge may be made at ruling rates for each call until the delivery is accomplished.
11. The carrier will deliver the goods at intermediate points only by special arrangement and then provided facilities are available at all hours.
12. The Carrier is hereby authorised to arrange for the carriage of the goods by an independent contractor or sub-contractor of the Carrier.
13. 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 and trustee for each of his servants and also for any other person or company so that his servants and such person or company and his or its 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 in 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.

14. 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 carriages shall continue to have their full force and effect in circumstances and notwithstanding any breach of the contract or of any conditions hereof by the Carrier.
15. 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 the goods subject to the special rate or carriage, or of a noxious, dangerous, hazardous or inflammable nature or capable of causing any 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 liquid or partly liquid, and additional freight charges shall be paid on such goods if deemed necessary by the Carrier.
16. PACKING: in regard to goods which the Carrier has been requested by the Consignor to pack and which are described on the face hereof, the Carrier shall not be liable for any damage or loss whatsoever whether in the course of packing or in transit or otherwise and howsoever occasioned to the said goods or any of them.
17. The Carrier may and is hereby expressly authorized 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 instructions verbal or otherwise of the Consignor that the goods are to be carried by another method.
18. These conditions shall be read subject to any implied terms, conditions and warranties imposed by the Trade Practices Act 1974 or any other Commonwealth or State legislation in so far as such may be applicable and prevents either expressly or implied the exclusion or modification of any such term condition or warranty.
19. The Consignor expressly warrants with the Carrier that the Consignor is either Owner, or the authorised Agent of the Owner of any goods or property the subject matter of this contract or cartage and by entering in to 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.
20. The Carrier shall not be bound by any agreement purporting to vary these Conditions unless such agreement shall be in writing and signed on behalf of the Carrier by an officer of the Carrier.